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January 3, 2013

Administrative Law Judge Eranda Vero  
 Commonwealth of Pennsylvania  
 Pennsylvania Public Utility Commission  
 801 Market Street, Suite 4063  
 Philadelphia, PA 19107

**Re: Anita O'Shea v. PECO Energy Company**  
**PUC Docket No. F-2012-2298262**

Dear Judge Vero:

Pursuant to Your Honor's December 24, 2012, Order, please find enclosed PECO Energy's late filed exhibits demonstrating the calculation of PECO Energy's \$920.00<sup>1</sup> reconnection fee for theft of service as follows:

- (1) Exhibit 13            Salary Calculation for PECO Energy Technicians;
- (2) Exhibit 14            Direct Labor Costs, Overhead Transportation & Time Costs;
- (3) Exhibit 15            Summary of PECO Energy Reconnection Charges;
- (4) Exhibit 16            PECO Energy Tariff (Effective 4/12) – Section 18.7 – Reconnect Fees <sup>2</sup>

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PUBLIC UTILITY COMMISSION  
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<sup>1</sup> Per the schedules in Exhibits 13-14, the \$920.00 fee is reflected in the line item "Electric at Tap" for Theft/Fraud in the amount of \$1,180.00 reduced by the \$260.00 "Electric at Tap" reconnection charge for non-payment (\$1,180.00 (theft) - \$260.00 (non-payment) = \$920.00).

<sup>2</sup> Section 18.7 was adopted after the theft of service at issue; however, the reconnect fees are based on the calculations in Exhibits 13, 14 and 15; and the fees were approved by the Pennsylvania Public Utility Commission as implemented in the tariff.



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ALJ Vero

If Your Honor has any questions or requires additional testimony on these exhibits, please do not hesitate to contact me directly at 215-841-6841.

Very truly yours,

A handwritten signature in black ink, appearing to read "Shawane L. Lee".

Shawane L. Lee  
Assistant General Counsel, Exelon BSC  
Encl.

cc: Anita O'Shea (*via first class mail*)

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**EXHIBIT "13"**

Level	Salary/Hour	Minimum	Maximum	Average
E02	\$ 32.21	Salary Band \$ 46,000.00	\$ 88,000.00	\$ 67,000.00
NE2	\$ 23.49	Average Salary		
ET	\$ 44.02	Based on Charging Sheet for ET's.		
Lineman	\$ 46.88	Based on Charging Sheet for Linemen.		

	Minutes	Hourly	Unit Cost	Salary Band		
A	Call Time	15	25.0%	\$ 5.87	NE2	AHT is 5 minutes (provided by Manager FCC) Average calls is three
B	Data Entry Time	5	8.3%	\$ 1.96	NE2	Provided by Work Management
C	Work Dispatch Time	5	8.3%	\$ 2.68	E02	Provided by Work Management
D	Drive Time	40	66.7%	\$ 29.35	ET	20 minutes to/from
E	Drive Time	120	200.0%	\$ 93.76	Lineman	2-Man Crew - 30 Minutes to/from
<b>Wrench Time (Minutes)</b>						
F	Electric at Meter	30	50.0%	\$ 22.01	ET	Provided by Work Management
G	Electric at Tap	180	300.0%	\$ 140.64	Lineman	2-Man Crew at 90 minutes, Provided by Work Management
H	Gas at Meter	30	50.0%	\$ 22.01	ET	Provided by Work Management
I	Gas at Curb	30	50.0%	\$ 22.01	ET	Provided by Work Management
J	Materials			\$ 10.00		Actual Barrel Lock Cost not included in general ET tools/materials expense
K	Pilot Relight	15	25.0%	\$ 11.01	ET	Includes time to relight and check gas appliances in the house.
L	Undg hand dig & restore	1680	2800.0%	\$ 1,312.64	Lineman	2 - man crew

	(M)	GRT (6.18%)	GRT Value (N)	Reconnect (M+N)	Proposed Reconnection Amount	
<b>Proposed Reconnection Fees:</b>						
(A+B+C+D+F+J)	Electric at Meter	72	0.0618	4.44	76.31	\$75.00
(A+B+C+E+G)	Electric at Tap	245	0.0618	15.14	260.05	\$260.00
(A+B+C+D+H+J+K)	Gas at Meter*	83	N/A	N/A	80.00	\$80.00
(A+B+C+D+I+K)	Gas at Curb*	73	N/A	N/A	70.00	\$70.00
(A+B+C+E+G+L)	Electric Underground dig	1558	0.0618	96.26	1653.81	\$1,650.00
(A+B+C+D+F+J)	Electric with dual meters	94	0.0618	5.80	99.68	\$100.00

\* In the event that PUC Title 59.30 required actual removal of the gas service, the total direct costs associated with a new service (no EBAR credits) will be charged an existing customer in lieu of the amounts shown on the chart.

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**EXHIBIT "14"**

	Lineman \$/hr	Gas Mechanic \$/hr	NE2 \$/hr
1 Direct Labor	\$ 46.88	\$ 47.10	\$ 23.49
2 Related Labor	\$ 17.42	\$ 13.09	\$ -
3 Total Labor	\$ 64.30	\$ 60.19	\$ 23.49
4 Over Heads: Fringe Benefits	\$ 42.76	\$ 40.03	\$ 24.66
5 OverHeads A & G	\$ 22.12	\$ 20.71	\$ -
6 Total Overheads	\$ 64.88	\$ 60.74	\$ 24.66
7 Total Labor & Overheads	\$ 129.18	\$ 120.93	\$ 48.15
8 Transportation	\$ 11.80	\$ 11.92	
9 Total Labor	\$ 140.98	\$ 132.85	\$ 48.15
10 Tools & Expenses	\$ 142.48	\$ 141.77	

(Meter = \$123.42; Barrel Lock = \$10.00; Meter Box Bolt = \$8.00; Tools = \$0.86(E)-\$.

	Minutes	Hourly	Unit Cost	Salary Band	
A Call Time	15	25.0%	\$ 12.04	NE2	Provided by Work Management
B Data Entry Time	15	25.0%	\$ 12.04	NE2	Provided by Work Management
C Work Dispatch Time	15	25.0%	\$ 12.04	NE3	Provided by Work Management
D Drive Time (Linemen)	40	66.7%	\$ 93.99	Lineman	
E Drive Time (Gas Mechanic)	40	66.7%	\$ 88.57	Gas Mechanic	
F Drive Time (Lineman)	120	200.0%	\$ 563.92	Lineman	2-man Crew - 30 Minutes to/from
Wrench Time (Minutes)					
G Electric at Meter	30	50.0%	\$ 70.49	Lineman	Provided by Work Management
H Electric at tap	180	300.0%	\$ 422.94	Lineman	2-Man Crew at 90 minutes, Provided by Work Management
I Gas at Meter	30	50.0%	\$ 66.43	Gas Mechanic	Provided by Work Management
J Gas at curb	30	50.0%	\$ 66.43	Gas Mechanic	Provided by Work Management
K Pilot Relight	15	25.0%	\$ 33.21	Gas Mechanic	Includes time to relight and check gas appliances in the house.
L Undg hand dig & restore	1680	2800.0%	\$ 3,617.04	Lineman	2-man crew

PECO ENERGY  
EXHIBIT 14

**Proposed Reconnection Fees:**

	(M)	GRT (6.18%)	Reconnect Portion	GRT Value on Reconnect Chg (N)	Reconnect (M+N)	Proposed Reconnect Fee
(A+B+C+D+G+10) Electric at Meter	\$ 343	0.0618	72	4.44	347.51	\$ 350.00
(A+B+C+F+H+10) Electric at Tap	\$ 1,165	0.0618	245	15.14	1180.59	\$ 1,180.00
(A+B+C+E+I+K+10) Gas at Meter	\$ 366	N/A	N/A	N/A	370.00	\$ 370.00
(A+B+C+E+J+K+10) Gas at Curb	\$ 366	N/A	N/A	N/A	370.00	\$ 370.00
(A+B+C+F+L+10) Electric Underground dig	\$ 4,359	0.0618	1558	96.26	4455.10	\$ 4,460.00

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**EXHIBIT "15"**

**Reconnect Fees For Non-Payment**

<b>Previous Reconnection Charge</b>	<b>Proposed Reconnection Charge</b>
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Electric Reconnect at the Meter	\$ 70.00	\$ 75.00
Electric Reconnect at Tap	\$ 250.00	\$ 260.00
Gas Reconnect at Meter*	\$ 80.00	\$ 80.00
Gas Reconnect at Curb*	\$ 70.00	\$ 70.00
Electric Reconnect - Underground dig	\$ 1,560.00	\$ 1,650.00
Electric with dual meters	\$ 90.00	\$ 100.00

\*

**Reconnect Fees For Theft / Fraud**

Electric Reconnect at the Meter	\$ 340.00	\$ 350.00
Electric Reconnect at Tap	\$ 1,170.00	\$ 1,180.00
Gas Reconnect at Meter	\$ 370.00	\$ 370.00
Gas Reconnect at Curb	\$ 370.00	\$ 370.00
Electric Reconnect - Underground dig	\$ 4,360.00	\$ 4,460.00

\*

\* In the event that PUC Title 59.30 required actual removal of the gas service, the total direct costs associated with a new service (no EBAR credits) will be charged an existing customer in lieu of the amounts shown on the chart.

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**EXHIBIT "16"**

PECO Energy Company

**RULES AND REGULATIONS (continued)**

**17.7 CALCULATION OF LATE FEE.** Where a late fee is applicable, the amount of the late fee to be added to the unpaid balance shall be calculated by multiplying the unpaid past due balance, exclusive of any previous unpaid late fees, by the appropriate late fee rate.

**17.8 TAX EXEMPTION.** If a customer is tax exempt, the customer must provide a tax exempt form to PECO Energy and to its EGS, regardless of which billing option the customer chooses.

**17.9 BILLING ERRORS.** When the Company provides Consolidated EDC Billing, PECO Energy shall not be responsible for billing errors resulting from incorrect price information received from an EGS.

**17.10 RETURNED CHECK CHARGE.** If a check received in payment of a customer's account is returned to the Company unpaid or if upon a second attempt by the Company or its agent for payment the check is again returned unpaid, then the Company will add a returned check charge to the customer's account in the amount of **\$20.00**.

**17.11 APPLICABILITY TO CUSTOMERS RESIDING AT PLACE OF BUSINESS.** For purposes of all of the provisions of Rule 17, when a customer resides at a place of business or commercial establishment legitimately served pursuant to a commercial or industrial Base Rate, that is not a residential dwelling unit attached thereto, the customer is not thereby entitled to any of the protections in the 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 payment terms for residential customers.

**18. PAYMENT TERMS & TERMINATION OF SERVICE**

**18.1 NON-PAYMENT TERMINATION.** When the Company is providing either Consolidated EDC Billing or Separate EDC Billing, the customer is subject to collection action, including termination of service (in accordance with the Pennsylvania Public Utility Code or the Commission's regulations, on the portion of the past due amount attributable to the Company's charges for: (1) service, (2) Energy and Capacity and (3) to Customer EGS Receivables purchased by the Company. Upon termination of service, the Company may also remove its equipment. Notice that complies with applicable Commission regulations shall conclusively be considered to be "reasonable" hereunder. Consistent with 52 PA Code §56.100, the Company will accept the following most current and valid documents as proof of household income: (1) income tax returns; (2) pay stubs; (3) benefit letters and governmental agency verification; (4) other forms to be accepted at the Company's discretion.

(C)

The customer must provide this information within 10 days of the Company's request. This information may also be used by the company to determine deposit requirements, payment arrangements, and any other income specific program.

**18.2 PAYMENT TERMS.** When the Company is providing either Consolidated EDC Billing or Separate EDC Billing, the Company will in accordance with Pennsylvania Public Utility Law and applicable Pennsylvania Public Utility Commission Regulations and Orders, negotiate payment arrangements on the portion of the past due amount attributable to its charges for: (1) service (2) Energy and Capacity and (3) to Customer EGS Receivables purchased by the Company. However, the Company will not negotiate payment arrangements on behalf of an EGS.

**18.3 TERMINATION FOR CAUSE.** The Company may terminate on reasonable notice if entry to the meter or meters is refused or if access thereto is obstructed or hazardous; or if utility service is taken without the knowledge or approval of the Company; or for other violation of these Rules and Regulations and/or applicable Commission rules, including those found at Pennsylvania Public Utility Code or the Commission's regulations.

**18.4 SAFETY TERMINATION.** The Company may terminate without notice if the customer's installation has become hazardous or defective.

**18.5 DEFECTIVE EQUIPMENT TERMINATION.** The Company may terminate without notice if the customer's equipment or use thereof might injuriously affect the equipment of the Company, or the Company's service to other customers; or if a certificate of approval is refused after a re-examination of the customer's installation by a competent inspection agency authorized to perform this service in the specific locality where service is provided.

**18.6 TERMINATION FOR FRAUD.** The Company may terminate without notice for abuse, fraud, material misrepresentation of the customer's identity, or tampering with the connections, the Company's meters, or other equipment of the Company.

**18.7 RECONNECTION CHARGE.** If service is terminated or discontinued by reason or act of the customer, the same customer, whether an applicant or a customer as defined at 66 Pa. C.S. § 1403, shall pay a reconnection charge prior to restoration of service at the same address within twelve months after discontinuance or termination. The reconnection charges, listed below, are based on the Company's current standard schedule of reconnection fees, which include direct labor costs, contractor costs, and material/transportation costs. In the case of fraud, the reconnection charge will also include allocated overheads, all investigative costs, and administrative costs as determined by the Company.

(C)

	Reconnect Fees For Non-Payment	Reconnect Fees For Theft / Fraud
Electric Reconnect at the Meter	\$ 75.00	\$ 350.00
Electric Reconnect at Tap	\$ 280.00	\$ 1,180.00
Electric Reconnect - Underground dig	\$ 1,850.00	\$ 4,450.00
Electric with dual meters	\$ 100.00	\$ 350.00

(C) Denotes Change  
 Issued February 1, 2012