



An Exelon Company

Direct Dial: 215.841.6841

February 18, 2015

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

RE: Linda Hallman v. PECO Energy Company
PUC Docket No.: F-2015-2463604

Dear Ms. Chiavetta:

Enclosed for filing with the Commission is *PECO Energy Company's Motion for Judgment on the Pleadings* 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/LO

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

LINDA HALLMAN

v.

PECO ENERGY COMPANY

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DOCKET NO. F-2015-2463604

NOTICE TO PLEAD

To: Linda Hallman

Pursuant to 52 Pa. Code §§5.101 and 5.62(c), you are hereby notified that, if you do not file a written response denying or correcting the enclosed Motion for Judgment on the Pleadings within 20 days from service of this notice, the facts set forth by PECO Energy Company may be deemed to be true, thereby requiring no other proof. All pleadings, such as a Reply to Motion, must be filed with the Secretary of the Pennsylvania Public Utility Commission, with a copy served to counsel for PECO Energy Company, Shawane Lee, and where applicable, the Administrative Law Judge presiding over the issue.

Failure to respond to this Motion could result in the dismissal of your case.

File with:

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

With a copy to:

Shawane L. Lee, Esquire
PECO Energy Company
2301 Market Street, S-23
Philadelphia, PA 19103

Dated: February 18, 2015



Shawane L. Lee
Counsel for PECO Energy Company
2301 Market Street, S-23
Philadelphia, PA 19101-8699
Tel. (215) 841-6841
Fax. (215) 568-3389
shawane.lee@exeloncorp.com

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

LINDA HALLMAN

v.

PECO ENERGY COMPANY

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DOCKET NO. F-2015-2463604

MOTION FOR JUDGMENT ON THE PLEADINGS

PECO Energy Company ("PECO"), pursuant to 52 Pa. Code §5.102, respectfully requests that your Honorable Commission dismiss the instant complaint inasmuch as Complainant requests a payment arrangement. No factual dispute has been raised in the pleadings regarding complainant's request for a payment agreement. Pursuant to 66 Pa.C.S. §1405(c), Complainant is ineligible for a Commission-ordered payment agreement, and thus Complainant fails to state a claim upon which relief can be granted. Therefore, PECO is entitled to judgment as a matter of law.

1. On or about January 12, 2015, Complainant filed a Formal Complaint against Respondent, PECO, requesting to receive a Commission-ordered payment agreement. A copy of Complainant's Formal Complaint is attached hereto as Exhibit 1.

2. PECO was served with the Formal Complaint on January 23, 2015.

3. On January 28, 2015, PECO filed an Answer, New Matter and Notice to Plead. A copy of PECO's Answer and New Matter is attached hereto as Exhibit 2.

4. PECO averred in its New Matter that Complainant was enrolled in its Customer Assistance Program (CAP) on December 19, 2003 under Tier D. New Matter ¶1.

5. PECO averred that Complainant last recertified in the program on July 9, 2013 under Tier E. New Matter ¶2.

6. PECO averred that Complainant's next scheduled recertification date is July 9, 2015. New Matter ¶6.

7. PECO averred that Complainant is actively enrolled in the CAP program. New Matter ¶5.

8. PECO averred that Complainant's balance is \$583.43. New Matter ¶3.

9. PECO averred that Complainant's entire balance is comprised of CAP arrears. New Matter ¶4.

10. As the entire balance consists of CAP arrears, PECO averred that no agreement may be issued under 66 Pa.C.S. §1405(c). New Matter ¶¶7-8.

11. To date, over 20 days have passed since PECO filed its New Matter.

12. PECO has not been served with a response to its New Matter, and therefore it requests that the facts stated therein be deemed admitted. 52 Pa.Code §5.63(b) (providing that facts in new matter may be deemed admitted if there is no reply).

13. Under 66 Pa.C.S. §1405(c), the Commission is precluded from establishing a payment agreement for customers participating in CAP. Section 1405(c) states as follows: "Customer assistance program rates shall be timely paid and shall not be the subject of payment agreements negotiated or approved by the commission."

14. 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. 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.

15. 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).

16. 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).

17. The pleadings in this case reveal the following:

- a. There is no factual dispute that (a) Complainant is enrolled in CAP, (b) the entire past due balance is CAP arrears, (c) the Complainant seeks a Commission-ordered payment agreement.
- b. Under 66 Pa.C.S. §1405(c), the Commission is prohibited from ordering a payment agreement for an account holder whose past due balance consists of CAP arrears. Therefore, to the extent that the Complainant seeks a payment agreement, the Commission cannot grant the relief Complainant seeks.

18. Because no factual dispute exists and the Complaint fails to state a claim for which relief can be granted, PECO is entitled to judgment as a matter of law.

WHEREFORE, PECO Energy Company respectfully requests that your Honorable Commission dismiss the instant complaint with prejudice, as it relates to a request for a prohibited payment agreement on CAP arrears, and the Complaint therefore fails to state a claim upon which relief can be granted.

Respectfully submitted,



Shawane L. Lee
PECO Energy Company
2301 Market Street, S23-1
PO Box 8699
Philadelphia, PA 19101-8699
(215) 841-6841
Fax: 215.568.3389
Shawane.Lee@exeloncorp.com

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

LINDA HALLMAN

v.

PECO ENERGY COMPANY

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DOCKET NO. F-2015-2463604

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the foregoing Motion for Judgment on the Pleadings upon the party listed below, in accordance with the requirements of 52 Pa. Code §1.54 (relating to service by a party).

Via First Class Mail
Linda Hallman
259 Queen Street
Pottstown, PA 19464

Mary D. Long, Adm. Law Judge
Pa. Public Utility Commission
Piatt Place
301 5th Avenue, Suite 220
Pittsburgh, PA 15222



Shawane L. Lee

DATED: February 18, 2015

EXHIBIT “1”

O'Neill, Leslie:(PECO)

From: eServe@pa.gov
Sent: Friday, January 23, 2015 1:20 PM
To: Lee, Shawane L.:(PECO)
Cc: O'Neill, Leslie:(PECO)
Subject: PA PUC eServe Notice

Importance: High

Dear Shawane L Lee,

A(n) **Formal Complaint Form** has been served in this proceeding. This document is docketed as **F-2015-2463604**. You may view this document at **Formal Complaint Form**

You are receiving this email because you are a(n) **Respondent** for this case and have agreed to be served electronically. By selecting electronic service (eService), you have agreed that this notification constitutes valid service. Electronic service of any and all documents will be in place of paper service.

Thank You,
Public Utility Commission
Commonwealth of Pennsylvania

** Please do not respond to this automatically generated email.*

PECO ENERGY
EXHIBIT 1

timely

BCS: 3277036
PECO ENERGY

Must be returned by January 20, 2015

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 Linda Hallman

Street/P.O. Box 259 Queen Street Apt # _____

City Pottstown State PA Zip 19464

County Montgomery

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

(610) 326 6524 (home) () _____ (mobile)

E-mail Address (optional): _____

Utility Account Number (from your bill) 26676-00703

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 _____

Street/P.O. Box _____

City _____ State _____ Zip _____

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

RECEIVED
2015 JAN 12 AM 10:31
PA P.U.C. SECRETARY'S BUREAU

3. Type of Utility Service

Check the box listing the type of utility service that is the subject of your complaint (check only one):

- | | |
|--|---|
| <input checked="" type="checkbox"/> ELECTRIC | <input type="checkbox"/> WASTEWATER/SEWER |
| <input checked="" type="checkbox"/> GAS | <input type="checkbox"/> TELEPHONE/TELECOMMUNICATIONS (local, long distance) |
| <input type="checkbox"/> WATER | <input type="checkbox"/> MOTOR CARRIER (e.g. taxi, moving company, limousine) |
| <input type="checkbox"/> STEAM HEAT | |

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.
- Other (explain).

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.

I would like the PUC to remove the \$380 security deposit from my account. I am unable to pay the balance on the electric bill and PECO has notified me that my service will be shut off due to failure to pay.

The \$380 was posted to my account after I had already filed for bankruptcy.

If the security deposit cannot be removed from my account, I would like to arrange a payment plan in which I am unable to afford to keep my service on.

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.

6. Protection From Abuse (PFA)

Has a court granted a "Protection From Abuse" order 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 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

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.

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, if known. 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 _____

Street/P.O. Box _____

City _____ State _____ Zip _____

Area Code/Phone Number _____

E-mail Address (if known) _____

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 Linda Hallman, 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).

Linda Hallman 1-5-15
(Signature of Complainant) (Date)

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. Two Ways 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>.

Note: If you are appealing your Bureau of Consumer Services (BCS) decision, you must file your formal complaint by mail.

Mail. Mail the completed form with your original signature and any attachments, by certified mail, first class mail, or overnight delivery to this address:

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

Note: Formal Complaints sent by fax or e-mail will not be accepted.

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.



Linda Hallman
259 Queen Street
Pottstown, PA 19464

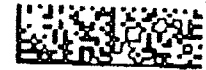
Creative Health Services, Inc.
11 Robinson Street
Pottstown, PA 19464

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01/07/2015

US POSTAGE

FIRST-CLASS MAIL

\$00.48⁰



ZIP 19464
041L11238886

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

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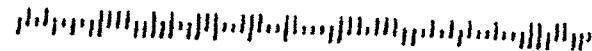
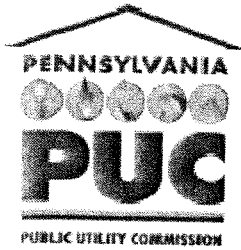


EXHIBIT “2”



PENNSYLVANIA
PUBLIC UTILITY COMMISSION

CONSUMERINFO UTILITY&INDUSTRY FILING&RESOURCES ABOUTPUC CONTACTUS

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Your filing has been electronically received. Upon review of the filing for conformance with the Commission's filing requirements, a notice will be issued acknowledging such compliance and assigning a Docket Number. The matter will receive the attention of the Commission and you will be advised if any further action is required on your part.

Print this page for your records. The date filed on will be the current day if the filing occurs on a business day before or at 4:30 PM Harrisburg, PA time. It will be the next business day if the filing occurs after 4:30 PM Harrisburg, PA time or on weekends or holidays.

If your filing exceeds 250 pages, you are required to submit one paper copy of the filing within 3 business days of submitting the electronic filing. This paper copy can be mailed to: Secretary, Pennsylvania Public Utility Commission, Commonwealth Keystone Building, 400 North Street, 2nd Floor, Harrisburg, PA 17120 . Please print a copy of this page and attach it to the paper copy of your filing as the first page.

eFiling Confirmation	
Docket Number:	F-2015-2463604
Description:	Linda Hallman - PECO Energy Company Answer to Formal Complaint
Transmission Date:	1/28/2015 9:34:32 AM
Filed On:	1/28/2015 9:34:32 AM
eFiling Confirmation Number:	1579301

Uploaded File List

File Name	Document Class	Document Type
Linda Hallman - Answer.pdf	Communication	Answer to Formal Complaint

PECO ENERGY
EXHIBIT

Direct Dial: 215.841.6841

January 28, 2015

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

RE: Linda Hallman v. PECO Energy Company
PUC Docket No.: F-2015-2463604

Dear Ms. Chiavetta:

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

Scheduling Recommendation: **CALL OF THE DOCKET**

sl/LO

PENNSYLVANIA PUBLIC UTILITY COMMISSION

LINDA HALLMAN :
Complainant :
v. : DOCKET NO. F-2015-2463604
PECO ENERGY COMPANY :
Respondent :
:

NOTICE TO PLEAD

Pursuant to 52 Pa. Code §§ 5.101 and 5.62(c), you are hereby notified that, if you do not file a written response denying or correcting the enclosed NEW MATTER of PECO Energy Company within 20 days from service of this notice, a decision may be rendered against you. All pleadings, such as a Reply to NEW MATTER, must be filed with the Secretary of the Pennsylvania Public Utility Commission, with a copy served to counsel for PECO Energy Company, Shawane L. Lee, and where applicable, the Administrative Law Judge presiding over the issue.

File with:
Rosemarie Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, Second Floor
Harrisburg, PA 17120

With a copy to:
Shawane L. Lee, Esq.
PECO Energy Company
2301 Market Street, S-23
Philadelphia, PA 19103

Dated at Philadelphia, PA, January 28, 2015



Shawane L. Lee
Counsel for PECO Energy Company
2301 Market Street S-23
Philadelphia, PA 19101-8699
215-841-6863
Shawane.lee@exeloncorp.com

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

LINDA HALLMAN	:	
Complainant	:	
	:	
v.	:	DOCKET NO. F-2015-2463604
	:	
PECO ENERGY COMPANY	:	
Respondent	:	

ANSWER OF RESPONDENT,
PECO ENERGY COMPANY

On January 23, 2015, PECO Energy Company ("PECO Energy") was served with a formal complaint filed by Linda Hallman (hereafter "Complainant") in the above captioned docket. Pursuant to 52 Pa. Code § 5.61, PECO 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.

5. In her formal complaint, Complainant states that PECO Energy assessed two deposits to her account. The Complainant alleges that PECO Energy is threatening to terminate her service because the company assessed a \$380.00 deposit after she filed for bankruptcy that she cannot pay. The Complainant requests that the PUC order PECO Energy to remove the \$380.00 deposit from her account and requests a payment agreement. PECO Energy avers that the company properly assessed a deposit after the Complainant filed for bankruptcy. PECO

Energy additionally avers that the Complainant is not entitled to a payment agreement pursuant to 66 Pa. C.S. §1405(c).

The Complainant established gas and electric service at 259 Queen Street, Pottstown, PA 19464 under account number 26676-00703. See Account Activity Statement, attached hereto as Exhibit “1”.

On January 23, 2014, the Complainant filed for Chapter 13 Bankruptcy in the Eastern District of Pennsylvania at docket number 14-10527. Accordingly, PECO Energy removed the existing balance of \$300.17 from the Complainant’s account and placed the balance in a non-service bankruptcy account. See Exhibit “1”. On May 20, 2014, the company assessed a \$380.00 bankruptcy deposit to the Complainant’s account. On July 17, 2014, the company was notified that the Complainant’s bankruptcy was dismissed. Accordingly, the pre-petition amount of \$300.17 was transferred back to the Complainant’s account and the \$380.00 deposit was cancelled. See Exhibit “1”.

On June 6, 2014, the Complainant filed an informal complaint with the BCS at Case Number #003248562, disputing the \$380.00 bankruptcy security deposit on her account. See Case Details Report #003248562, attached hereto as Exhibit “2”. On December 22, 2014, the BCS issued a Decision Report closing the case as follows:

THE US BANKRUPTCY COURT INCLUDED PECO IN YOUR BANKRUPTCY FILING. BASED ON 11 US CODE 366(B), THE COMPANY COULD REQUIRE YOU TO PAY A DEPOSIT TO SECURE YOUR ACCOUNT AFTER YOU FILED BANKRUPTCY. BASED ON THE INFORMATION PROVIDED BY PECO, THE COMPANY IS NO LONGER REQUIRING YOU TO PAY A DEPOSIT, BECAUSE YOUR BANKRUPTCY FILING WAS DISMISSED.

See BCS Decision Report #003248562, attached hereto as Exhibit “3”.

PECO Energy avers that Section 366(b) of the bankruptcy code permits the company to request security deposits in all cases, regardless of a debtor's pre-petition payment history. See e.g., In re Hanratty, 907 F.2d 1418, 1423 (3d Cir. 1990)(Under § 366(b) utility is "expressly" authorized to request a security deposit and may discontinue service if it is not provided within 20 days after filing of a petition). Section 366 of the Bankruptcy Code allows PECO Energy to require "assurance of payment" in the form of a cash deposit for post-bankruptcy accounts. PECO Energy consistently exercises this right by requiring a deposit.

PECO Energy avers that the \$380.00 bankruptcy security deposit is proper. 66 Pa.C.S. 1404(a), states:

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 "4".

The Complainant has a current balance of \$583.43. See Exhibit "1". PECO Energy properly assessed the \$380.00 deposit to the Complainant's account based on Section 366(b) of the bankruptcy code. However, this issue is now moot because the company removed the deposit after the Complainant's bankruptcy was dismissed. See Exhibit "1". Accordingly, PECO Energy denies the Complainant's allegations concerning the \$380.00 security deposit.

By way of further response, the Complainant is not eligible for a payment agreement on her balance pursuant to 66 Pa. C.S. §1405(c). The Complainant has been enrolled in the CAP program since December 18, 2003. The Complainant is actively enrolled in the CAP program under Tier E. She is scheduled to recertify in the program on July 9, 2015.

5. Denied.
6. Admitted.
7. Denied.
8. Denied. PECO is without knowledge or information sufficient to form a belief as to the truth of this averment and, 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.

NEW MATTER OF RESPONDENT, PECO ENERGY COMPANY

PECO Energy Company ("PECO Energy"), pursuant to 52 Pa. Code § 5.62(b), further responds to the Complaint and states:

1. The Complainant was initially enrolled in PECO Energy's Customer Assistance Program ("CAP") on December 19, 2003 under Tier D.
2. The Complainant last recertified in the program on July 9, 2013 under Tier E and remained actively enrolled in the CAP program.
3. The Complainant's balance is \$583.43.
4. The Complainant's entire balance is comprised of CAP arrears.
5. The Complainant is actively enrolled in the CAP program.
6. The Complainant's next scheduled recertification date is July 9, 2015.
7. 66 Pa.C.S. § 1405(c) provides that, "(c)ustomer assistance program rates shall be timely paid and shall not be the subject of payment agreements negotiated or approved by the commission."
8. Consequently, pursuant to 66 Pa.C.S. § 1405(c), the PUC has no jurisdiction to give the Complainant a payment agreement.
9. PECO Energy avers that the Complainant's complaint should be dismissed pursuant to 66 Pa. C.S. §1405(c).

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

Respectfully Submitted,



Shawane L. Lee
Counsel for PECO Energy Company
2301 Market Street, S23-1
Philadelphia, PA 19101-8699
(215) 841-6841
Fax: 215.568.3389

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

LINDA HALLMAN
Complainant

v.

PECO ENERGY COMPANY
Respondent

:
:
:
:
:
:
:

DOCKET NO. F-2015-2463604

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: January 28, 2015

Shawane L. Lee

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

LINDA HALLMAN	:	
Complainant	:	
	:	
v.	:	DOCKET NO. F-2015-2463604
	:	
PECO ENERGY COMPANY	:	
Respondent	:	

CERTIFICATE OF SERVICE

I, Shawane L. Lee, hereby certify that I have this day served a copy of PECO Energy Company's Answer in the above matter upon all interested parties by mailing a copy, properly addressed and postage prepaid to:

Linda Hallman
259 Queen Street
Pottstown, PA 19464

Dated at Philadelphia, Pennsylvania, January 28, 2015.



Shawane L. Lee
Counsel for PECO Energy Company
2301 Market Street, S23-1
Philadelphia, PA 19101-8699
(215) 841-6841
Fax: 215.568.3389
Shawane.Lee@exeloncorp.com



An Exelon Company

Direct Dial: 215 841-6841

January 28, 2015

Linda Hallman
259 Queen Street
Pottstown, PA 19464

RE: Linda Hallman v. PECO Energy Company
PUC Docket No.: F-2015-2463604

Dear Ms. Hallman:

Enclosed is a copy of PECO Energy Company's response to the formal complaint filed in the above-referenced docket. The law requires PECO Energy to file an answer to your Public Utility Commission complaint. Keep these papers for your records. This is not a decision on your complaint. PECO's response may include a New Matter, Motion or Preliminary Objection. Please note that if you do not respond to a New Matter, Motion, or Preliminary Objection an unfavorable decision may be rendered against you. Responses to New Matters and Motions must be filed within 20 days. Responses to Preliminary Objections must be filed within 10 days. If there is no New Matter, Motion or Preliminary Objection included, no response is required.

Soon, the Public Utility Commission will schedule either a settlement conference or a hearing on your complaint. The Commission will let you know by mail whether there will be a conference or a hearing and will include instructions on what to do next. If the matter is set for hearing, the notice will provide you with information about the date, time and place of the hearing. If we are unable to resolve your complaint and have to proceed with a hearing, a judge will be at the hearing and will decide your complaint. You must call the Public Utility Commission if you have any questions about the hearing or if you cannot attend the hearing.

Thank you for your time and attention on this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read "Shawane Lee", written over a horizontal line.

Shawane Lee
Counsel for PECO Energy Company
SL/lo
Encl.

EXHIBIT “1”

CUAR038

PECO Account Activity Statement

Date: 01/27/15

*** Account Information ***

*** Current Account Status ***

Account Number: 26676-00703
 Account Status: Active
 Requested By: LINDA HALLMAN
 (610)326-6524 Extension:
 Mail To: LINDA HALLMAN
 259 QUEEN ST
 POTTSTOWN PA 19464

Current Bill: \$410.36
 Billed Prior: \$173.07
 Balance Due: \$583.43
 Service Address: 259 QUEEN ST
 POTTSTOWN PA 19464
 Credit Amount: \$0.00
 Deposit Requested: \$64.62
 Deposit On-Hand: \$0.00
 Meter Bill Grp: 14
 Rate: CAP Option E Gas Residential Heating Svc
 CAP Opt E Electric Residential Service

DATE	CHARGE TYPE	BILLING PERIOD	READ	METER #	CHARGE AMOUNT	CREDIT AMOUNT	TOTAL BILL	BALANCE FORWARD	DUE DATE	KWH	CCF	KW
06/19/12	BUDGET BILLING	05/17/12 06/18/12			\$173.00							
	** Budget Bill Detail **	Actual Bill Amount: 86.05			BB Deferred Amount: -91.71							
06/19/12	Regular Bill						\$173.00		07/20	391	13	
07/09/12	Payment					\$100.00						
07/19/12	Payment					\$73.00						
07/19/12	BUDGET BILLING	06/18/12 07/18/12			\$7.38							
	** Budget Bill Detail **	Actual Bill Amount: 99.09			BB Deferred Amount: 0.00							
07/19/12	Regular Bill						\$7.38		08/20	455	8	
07/26/12	Payment					\$135.00						
08/06/12	LIHEAP Payment					\$167.00						
08/17/12	BUDGET BILLING	07/18/12 08/16/12			\$167.00							
	** Budget Bill Detail **	Actual Bill Amount: 118.51			BB Deferred Amount: -48.49							
08/17/12	Regular Bill						\$32.00		09/19	584	9	
09/04/12	Payment						\$167.00					
09/18/12	BUDGET BILLING	08/16/12 09/17/12			\$167.00							
	** Budget Bill Detail **	Actual Bill Amount: 91.28			BB Deferred Amount: -124.21							
09/18/12	Regular Bill						\$167.00		10/19	402	10	
10/04/12	Payment						\$167.00					
10/17/12	BUDGET BILLING	09/17/12 10/16/12			\$167.00							
	** Budget Bill Detail **	Actual Bill Amount: 89.89			BB Deferred Amount: -201.32							
10/17/12	Regular Bill						\$113.00		11/19	289	31	
11/01/12	LIHEAP Payment					\$167.00						
11/05/12	Payment						\$167.00					
11/15/12	BUDGET BILLING	10/16/12 11/14/12			\$167.00							
	** Budget Bill Detail **	Actual Bill Amount: 164.41			BB Deferred Amount: -203.91							
11/15/12	Regular Bill						\$54.00		12/17	299	110	
12/05/12	Payment						\$150.00					
12/18/12	BUDGET BILLING	11/14/12 12/17/12			\$150.00							
	** Budget Bill Detail **	Actual Bill Amount: 285.26			BB Deferred Amount: -68.65							
12/18/12	Regular Bill						\$150.00		01/18	379	224	
01/04/13	Payment						\$150.00					
01/22/13	BUDGET BILLING	12/17/12 01/21/13			\$150.00							
	** Budget Bill Detail **	Actual Bill Amount: 343.16			BB Deferred Amount: 124.51							
01/22/13	Regular Bill						\$150.00		02/22	422	287	
02/04/13	Payment						\$150.00					
02/20/13	BUDGET BILLING	01/21/13 02/19/13			\$150.00							
	** Budget Bill Detail **	Actual Bill Amount: 343.87			BB Deferred Amount: 318.38							
02/20/13	Regular Bill						\$150.00		03/25	365	297	
03/05/13	Payment						\$150.00					
03/21/13	BUDGET BILLING	02/19/13 03/20/13			\$150.00							
	** Budget Bill Detail **	Actual Bill Amount: 286.64			BB Deferred Amount: 455.02							
03/21/13	Regular Bill						\$150.00		04/22	345	231	

PECO ENERGY EXHIBIT

DATE	CHARGE TYPE	BILLING PERIOD	READ	METER #	CHARGE AMOUNT	CREDIT AMOUNT	TOTAL BILL	BALANCE FORWARD	DUE DATE	KWH	CCF	KW
04/04/13	Payment											
04/19/13	BUDGET BILLING	03/20/13 04/18/13			\$219.00	\$150.00						
	** Budget Bill Detail **	Actual Bill Amount: 205.48										
04/19/13	Regular Bill				BB Deferred Amount: 441.50							
05/17/13	Payment						\$219.00		05/22	312	147	
					\$219.00							
05/20/13	BUDGET BILLING	04/18/13 05/19/13			\$219.00							
	** Budget Bill Detail **	Actual Bill Amount: 114.24										
05/20/13	Regular Bill				BB Deferred Amount: 336.74							
06/04/13	Payment						\$219.00		06/20	318	54	
06/19/13	BUDGET BILLING	05/19/13 06/18/13			\$219.00	\$219.00						
	** Budget Bill Detail **	Actual Bill Amount: 85.93										
06/19/13	Regular Bill				BB Deferred Amount: 203.67							
07/05/13	Payment						\$219.00		07/22	344	19	
07/19/13	BUDGET BILLING	06/18/13 07/18/13			\$328.34	\$219.00						
	** Budget Bill Detail **	Actual Bill Amount: 124.67										
07/19/13	Regular Bill				BB Deferred Amount: 0.00							
08/06/13	Payment						\$328.34		08/21	630	11	
08/19/13	BUDGET BILLING	07/18/13 08/18/13			\$188.00	\$328.34						
	** Budget Bill Detail **	Actual Bill Amount: 102.92										
08/19/13	Regular Bill				BB Deferred Amount: -85.08							
09/05/13	Payment						\$188.00		09/19	482	10	
09/18/13	BUDGET BILLING	08/18/13 09/17/13			\$188.00	\$188.00						
	** Budget Bill Detail **	Actual Bill Amount: 95.98										
09/18/13	Regular Bill				BB Deferred Amount: -177.10							
10/07/13	Payment						\$188.00		10/21	414	10	
10/17/13	BUDGET BILLING	09/17/13 10/16/13			\$188.00	\$188.00						
	** Budget Bill Detail **	Actual Bill Amount: 74.08										
10/17/13	Regular Bill				BB Deferred Amount: -291.02							
10/29/13	Payment						\$188.00		11/18	288	17	
11/15/13	BUDGET BILLING	10/16/13 11/14/13			\$188.00	\$188.00						
	** Budget Bill Detail **	Actual Bill Amount: 168.78										
11/15/13	Regular Bill				BB Deferred Amount: -310.24							
11/21/13	LIHEAP Payment						\$188.00		12/18	325	110	
12/05/13	Payment						\$118.00					
12/18/13	BUDGET BILLING	11/14/13 12/17/13			\$160.00	\$188.00						
	** Budget Bill Detail **	Actual Bill Amount: 328.26										
12/18/13	Regular Bill				BB Deferred Amount: -141.98							
12/26/13	Payment						\$42.00		01/21	406	268	
01/22/14	BUDGET BILLING	12/17/13 01/21/14			\$160.00	\$42.00						
	** Budget Bill Detail **	Actual Bill Amount: 412.06										
01/22/14	Regular Bill				BB Deferred Amount: 110.08							
02/05/14	Payment						\$160.00		02/24	555	343	
02/20/14	BUDGET BILLING	01/21/14 02/19/14			\$160.00	\$160.00						
	** Budget Bill Detail **	Actual Bill Amount: 436.49										
02/20/14	Regular Bill				BB Deferred Amount: 386.57							
03/05/14	Payment						\$160.00		03/24	807	332	
03/21/14	BUDGET BILLING	02/19/14 03/20/14			\$160.00	\$160.00						
	** Budget Bill Detail **	Actual Bill Amount: 378.66										
03/21/14	Regular Bill				BB Deferred Amount: 605.23							
04/08/14	Payment						\$160.00		04/23	605	270	
04/21/14	CANCELED BUDGET BILLING	03/20/14 04/20/14			\$189.00	\$218.70						
								\$634.93				

DATE	CHARGE TYPE	BILLING PERIOD	READ	METER #	CHARGE AMOUNT	CREDIT AMOUNT	TOTAL BILL	BALANCE FORWARD	DUE DATE	KWH	CCF	KW
04/21/14	Regular Bill											
04/22/14	Adjustment						\$189.00		05/22	351	154	
04/22/14	Credit						\$300.17					
04/22/14	BUDGET BILLING	03/20/14 04/20/14			\$823.93							
	** Budget Bill Detail **	Actual Bill Amount: 218.70				BB Deferred Amount: 0.00						
04/22/14	Regular Bill											
05/15/14	Payment						\$523.76		05/23	351	154	
05/20/14	GAS SERVICE	04/20/14 05/19/14	3899	017466134	\$73.45							
05/20/14	ELECTRIC SERVICE	04/20/14 05/19/14	3795	120999579	\$34.68							
05/20/14	DEPOSIT				\$380.00							
05/20/14	Regular Bill											
06/13/14	Payment						\$108.13		06/20	324	56	
06/19/14	GAS SERVICE	05/19/14 06/18/14	3913	017466134	\$26.92							
06/19/14	ELECTRIC SERVICE	05/19/14 06/18/14	4156	120999579	\$37.70							
06/19/14	DEPOSIT											
06/19/14	Regular Bill											
07/08/14	Payment						\$64.62		07/21	361	14	
07/17/14	Deposit Cancelled						\$64.72					
07/17/14	Transfer Debit pre-petition bankruptcy dismissed											
07/21/14	GAS SERVICE	06/18/14 07/20/14	3923	017466134	\$25.00							
07/21/14	ELECTRIC SERVICE	06/18/14 07/20/14	4687	120999579	\$51.65							
07/21/14	Regular Bill											
08/04/14	Payment						\$76.65		08/21	531	10	
08/19/14	GAS SERVICE	07/20/14 08/18/14	3932	017466134	\$25.00							
08/19/14	ELECTRIC SERVICE	07/20/14 08/18/14	5067	120999579	\$38.20							
08/19/14	Regular Bill											
09/04/14	Payment						\$63.20		09/19	380	9	
09/18/14	GAS SERVICE	08/18/14 09/17/14	3942	017466134	\$25.00							
09/18/14	ELECTRIC SERVICE	08/18/14 09/17/14	5480	120999579	\$40.31							
09/18/14	Regular Bill											
10/06/14	Payment						\$653.00		10/20	413	10	
10/10/14	Payment						\$65.31					
10/10/14	Returned Check											
10/17/14	GAS SERVICE	09/17/14 10/16/14	3953	017466134	\$25.00							
10/17/14	ELECTRIC SERVICE	09/17/14 10/16/14	5806	120999579	\$32.73							
10/17/14	Regular Bill											
11/05/14	Payment						\$57.73		11/19	326	11	
11/17/14	GAS SERVICE	10/16/14 11/16/14	4083	017466134	\$130.94							
11/17/14	ELECTRIC SERVICE	10/16/14 11/16/14	6178	120999579	\$36.74							
11/17/14	Regular Bill											
12/05/14	Payment						\$167.68		12/18	372	130	
12/18/14	LIHEAP Payment						\$127.00					
12/18/14	GAS SERVICE	11/16/14 12/17/14	4335	017466134	\$247.60							
12/18/14	ELECTRIC SERVICE	11/16/14 12/17/14	6575	120999579	\$40.89							
12/18/14	Regular Bill											
01/21/15	Payment						\$288.49		01/20	397	252	
01/22/15	GAS SERVICE	12/17/14 01/21/15	4693	017466134	\$352.57							
01/22/15	ELECTRIC SERVICE	12/17/14 01/21/15	7154	120999579	\$57.79							
01/22/15	Regular Bill											
							\$583.43	\$173.07	02/23	579	358	

Amount Billed on Actual Readings Unless Indicated

EXHIBIT "2"

Exelon.

January 28, 2015

Company Position:

06/05/2014 PECO INFORMED CUST THAT SHE IS REQUIRED TO PAY A DEPOSIT OF 380.00 PLUS 18.00 BECAUSE OF BANKRUPTCY.

EXHIBIT “3”



January 27, 2015

BCS Decision Report

BCS Case #: 003248562
Customer Name: LINDA HALLMAN
Service Address: 259 QUEEN STREET

Open Date: 2014-06-06

POTTSTOWN, PA 19464
BCS Bill Account #: 2667600703
Violation Type: NO
Decision Type: W
Investigator Name: BOBBI ANDERSON

Previous Case #:
Chapter Type:
Section / Rule:

Decision Issued Date: 2014-12-22
Case Closed Date: 2014-12-18

Letter Description:
BLANK LETTER - DECISION

Total Balance: \$488.13
Amount to Restore Service: \$0.00
Date Payment Due:
Special Budget Payment: \$0.00
Plus Arrears Payment: \$0.00
Current Monthly Payment: \$0.00
Payment Terms:

Balance Date: 2014-06-13
Amount to Continue Service: \$0.00
Regular Budget Amount: \$192.00
Final Bill Monthly Payment: \$0.00
End of Month Payment: \$0.00

PAR Description:

Resolution Description:

DIMISSED...1. BASED ON THE INFORMATION PROVIDED BY PECO, THE US BANKRUPTCY COURT INCLUDED PECO IN YOUR BANKRUPTCY FILING. 2. BASED ON 11 US CODE 366(B), THE COMPANY COULD REQUIRE YOU TO PAY A DEPOSIT TO SECURE YOUR ACCOUNT AFTER YOU FILED BANKRUPTCY. 3. BASED ON THE INFORMATION PROVIDED BY PECO, THE COMPANY IS NO LONGER REQUIRING YOU TO PAY A DEPOSIT, BECAUSE YOUR BANKRUPTCY FILING WAS DISMISSED. 4. PCAP IS THE MOST BENEFICIAL PAYMENT AGREEMENT AVAILABLE. 5. BASED ON 66 PA. C.S. 1405(C), THE PUC CANNOT ISSUE A PAYMENT AGREEMENT FOR YOUR ACCOUNT, OR REQUIRE PECO TO ISSUE A PAYMENT AGREEMENT, BECAUSE YOUR OUTSTANDING BALANCE CONTAINS PAST DUE CAP BILLS.

EXHIBIT “4”

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.

(C) Denotes Change

PECO ENERGY
EXHIBIT 4

PECO Energy Company

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. Effective July 1, 2011, PECO will return the deposit on a non-residential account if the account incurred fewer than two late payments in the previous 24 months. The first annual review of the customer's payment status will occur 24 months after the initial deposit date. 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:

- (1) with respect to residential accounts,
 - (a) interest accrued prior to December 14, 2004, at an annual rate determined by the average of the 1-Year Treasury Bills for September, October and November of the previous year ("Interest Index");
 - (b) interest accrued on or after December 14, 2004, at an annual rate determined by the legal rate of interest pursuant to 66 Pa. C.S.A. § 1404(C)(6);
- (2) with respect to commercial and industrial accounts, at the lower of the Interest Index or six percent; provided that interest accrued prior to April 14, 1995 shall be calculated at 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. (C)

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 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. 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, for the accommodation of the customer, shall be at the expense of the customer.

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 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.

6.5 TRAILER PARKS. Where it is established by plans, development, use or other facts that the operation of a trailer park is predominantly to provide rental locations for non-transient trailers, with not less than two nor more than four such locations, the Company, upon written application of the trailer park operator and upon the receipt of an enabling agreement and of adequate rights-of-way, will construct, own and operate within the trailer park specified aerial electric energy, the trailer park operator being liable for payment of service to trailer park tenants not contracting in writing for service in their own names. The Company's obligation to install or extend such distribution facilities within the trailer park is limited to the investment warranted by the anticipated revenue. Alterations of such distribution facilities at the request of the park operator when not for the purpose of serving additional trailer rental locations will be at the cost of the trailer park operator. A trailer park operator desiring underground distribution facilities within a trailer park consisting of less than five locations must bear the excess cost incident thereto. Specifications and terms for such underground construction will be furnished by the Company on request. In new trailer parks consisting of five or more locations, underground distribution facilities will be extended in accordance with Rule 7.3.

(C) Denotes Change