



Direct Dial: 215.841.6841
khadijah.scott@exeloncorp.com

September 14, 2022

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

RE: Frederick White v. PECO Energy Company
PUC Docket No. C-2022-3034688

Dear Ms. Chiavetta:

Enclosed for filing with the Commission is *Preliminary Objection 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, Exelon BSC
Encl.

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

FREDERICK WHITE	:	
Complainant	:	
	:	
v.	:	DOCKET NO. C-2022-3034688
	:	
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 Preliminary Objection within 10 days from service of this notice, a ruling may be entered against you. Your response must be filed with the Secretary of the Pennsylvania Public Utility Commission, with a copy served to counsel for PECO Energy Company, Khadijah Scott, and where applicable, the Administrative Law Judge presiding over the issue.

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

With a copy to:
Khadijah Scott
PECO Energy Company
2301 Market Street, S-23
Philadelphia, PA 19103

Dated: September 14, 2022



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

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

FREDERICK WHITE	:	
Complainant	:	
	:	
v.	:	DOCKET NO. C-2022-3034688
	:	
PECO ENERGY COMPANY	:	
Respondent	:	

**PRELIMINARY OBJECTION OF RESPONDENT,
PECO ENERGY COMPANY**

Respondent, PECO Energy Company (“PECO”), pursuant to 52 Pa. Code § 5.101(a)(4) respectfully petitions this Honorable Commission to dismiss the instant Complaint as legally insufficient.

1. On August 25, 2022, PECO Energy was served with a formal complaint filed by Frederick Williams (hereafter “Complainant”).

2. In his formal complaint, Complainant alleges that the \$1,000.00 claims check that he received from PECO, did not cover his full damages incurred, as a result of a lightning strike to a transformer servicing his home. See Formal Complaint.

3. PECO Energy simultaneously filed an Answer and the instant Preliminary Objection.

4. Pursuant to 52 Pa. Code § 5.101, preliminary objections may be filed against a complaint and dismissed for legal insufficiency. 52 Pa. Code § 5.101(a)(4).

5. Commission procedure regarding the disposition of preliminary objections is similar to that utilized in Pennsylvania civil procedure. Equitable Small Transportation

Intervenors. v. Equitable Gas Co., 1994 Pa.PUC LEXIS 69, Docket No. C-00935435 (July 18, 1994).

6. In deciding preliminary objections, the Public Utility Commission must determine, based on the factual pleadings of the petitioner, if relief or recovery is possible. Roc v. Flaherty, 527 A.2d 211 (Pa. Cmwlth 1985).

7. A complaint must be able to recover under the law to survive a preliminary objection. Milliner v. Enck, 709 A.2d 417, 418 (Pa. Super. Ct. 1998) (“preliminary objection should be sustained only where it appears with certainty that, upon the facts averred, the law will not allow the plaintiff to recover”).

8. All of the non-moving party’s averments must be taken as true for the sake of deciding the preliminary objection. County of Allegheny v. Commw. of Pa., 490 A.2d 402 (Pa. 1985).

9. The court does not, however, need to accept, “unwarranted inferences from facts, argumentative allegations, or expressions of opinions.” Feingold v. McNulty, 2009 Phila. Ct. Com. Pl LEXIS 167, *3.

10. Section 703 of the Public Utility Code, 66 Pa. C.S.A. § 703(b) provides that the Commission may dismiss any complaint without a hearing if, in its opinion, a hearing is not necessary to the public interest.

11. A hearing is required only when there is a disputed question of fact, and is not required to resolve questions of law. Dee-Dee Cab, Inc. v. Pa.Pub. Util. Comm’n, 817 A.2nd 593 (Pa.Commw. Ct. 2003), petition for allowance of appeal denied, 836 A.2d 123 (Pa. 2003).

12. Here, the facts in this matter include the following:

- a. The Complainant alleges he incurred damages to his personal property as a result of a lightning strike to a transformer servicing his home.
 - b. The Complainant alleges that the \$1,000.00 claims check received from the Respondent did not cover his full expenses.
 - c. The Complainant requests that the PUC order PECO Energy to compensate him with additional funds to cover the cost of repair and replacement.
13. The Complainant is requesting that the Commission award him damages for his costs.
14. To the extent the Complainant is requesting a monetary award for costs, the Complainant is not entitled to relief under the law.
15. The Commission lacks jurisdiction to award damages pursuant to 52 Pa. Code § 5.101(a)(1).
16. Accordingly, the Complainant's formal complaint which seeks monetary reimbursement from PECO should be denied pursuant to 52 Pa. Code § 5.101(a)(1).

REQUEST FOR RELIEF

WHEREFORE, for all of the reasons stated herein, PECO respectfully requests that your Honorable Commission dismiss the instant complaint with prejudice.

Respectfully submitted,



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

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

FREDERICK WHITE	:	
Complainant	:	
	:	
v.	:	DOCKET NO. C-2022-3034688
	:	
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: September 14, 2022



Khadijah Scott

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

FREDERICK WHITE	:	
Complainant	:	
	:	
v.	:	DOCKET NO. C-2022-3034688
	:	
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 Preliminary Objections in the above matter upon all interested parties by mailing a copy, postage pre-paid to:

FREDERICK WHITE
4626 MERION AVE
PHILADELPHIA PA 19131

Dated: September 14, 2022



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

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

FREDERICK WHITE	:	
Complainant	:	
	:	
v.	:	DOCKET NO. C-2022-3034688
	:	
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, Khadijah Scott, 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:
Khadijah Scott, Esq.
PECO Energy Company
2301 Market Street, S-23
Philadelphia, PA 19103
Khadijah.Scott@exeloncorp.com

Dated: September 14, 2022



Khadijah Scott
Counsel for PECO Energy Company
2301 Market Street S-23
Philadelphia, PA 19103
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PECO ENERGY COMPANY	:	
Respondent	:	

ANSWER OF RESPONDENT,
PECO ENERGY COMPANY

On August 25, 2022, PECO Energy Company ("PECO Energy") was served with a formal complaint filed by FREDERICK WHITE (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's Complaint is partially illegible, however, it is believed that the Complainant alleges that during the week of July 6, 2019, he sustained extensive property damage to his appliances, as a result of a lightning strike to the transformer servicing his home. The Complainant requests reimbursement for the repair and replacement of his items, and also seeks additional reimbursement for the inconvenience of the claims check that he did receive in the amount of \$1,000.00, being delayed.

PECO Energy's records reveal that the Complainant has electrical service at 4626 Merion Ave., Philadelphia, PA 19131 under account number 34880-02047. On August 25, 2020, PECO Senior Claims Case Manager, Robert Nickens, sent the Complainant a letter acknowledging his claim and stated that PECO Energy would reimburse him \$1,000.00 as a settlement of his claim based on the Tariff limits. See Complainant's Claim Form, Claims letter, dated August 25, 2020, and PECO Energy Electric Tariff, Section 12.1, collectively attached hereto as Exhibit "1".

Section 12.1 of PECO Energy's Commission approved tariff provides:

12.1 LIMITATION ON LIABILITY FOR SERVICE INTERRUPTIONS AND VARIATIONS. The Company does not guarantee continuous, regular and uninterrupted supply of service. The Company may, without liability, interrupt or limit the supply of service for the purpose of making repairs, changes, or improvements in any part of its system for the general good of the service or the safety of the public or for the purpose of preventing or limiting any actual or threatened instability or disturbance of the system. The Company is also not liable for any damages due to accident, strike, storm, riot, fire, flood, legal process, state or municipal interference, or any other cause beyond the Company's control. In all other circumstances, **the liability of the Company to customers or other persons for damages, direct or consequential, including damage to computers and other electronic equipment and appliances, loss of business, or loss of production caused by any interruption, reversal, spike, surge or variation in supply or voltage, transient voltage, or any other failure in the supply of electricity shall in no event, unless caused by the willful and/or wanton misconduct of the Company, exceed an amount in liquidated damages equivalent to the greater of \$1000** or two times the charge to the customer for the service affected during the period in which such interruption, reversal, spike, surge or variation in supply or voltage, transient voltage, or any other failure in the supply of electricity occurs. In addition no charge will be made to the customer for the affected service during the period in which such interruption, reversal, spike, surge or variation in supply or voltage, transient voltage, or any other failure in the supply of electricity occurs. A variety of protective devices and alternate power supplies that may prevent or limit such damage are available for purchase by the customer from third parties. The Company makes no warranty as to merchantability or fitness for a particular purpose, express or implied, by operation of law or otherwise. To the extent applicable under the Uniform Commercial Code or on any theory of contract or products liability, the Company limits its liability in accordance with the previous paragraph to any Customer or third party for claims involving and including, but not limited to, strict products liability, breach of contract, and breach of actual or implied warranties of merchantability or fitness for an intended purpose.

(emphasis added)

See Exhibit "1".

Consistent with section 12.1 of PECO Energy's Tariff, the Company submitted payment in the amount of \$1,000.00 to the Complainant, which is its Tariff limit. On May 5, 2022, the Complainant filed an Informal Complaint with the Bureau of Consumer Services ("BCS") under case number 003836430. On July 13, 2022, the BCS dismissed the Complaint as follows:

VERBAL CLOSE: SPOKE WITH CUSTOMER, CUSTOMER INDICATED THAT THEY RECEIVED THE CHECK. CUSTOMER ADVISED THAT LIGHTENING HIT THE TRANSFORMER WHICH IN TURN CAUSED DAMAGES TO HIS HOME. CUSTOMER INDICATED THEY WERE SENT A CHECK VIA FEDEX. CUSTOMER ADVISED ME THAT AMOUNT DOES NOT COVER THE DAMAGES THAT THEY RECEIVED. CUSTOMER ADVISED THAT WE DO NOT MAKE DECISIONS ON DAMAGES/CLAIMS. CUSTOMER UNDERSTOOD. CUSTOMER PROVIDED SECRETARY BUREAU'S NUMBER IF THEY WANTED TO FILE FORMAL COMPLAINT. CUSTOMER ADVISED THAT THEY MAY NEED TO SEEK LEGAL COUNSEL IF THEY WISH TO PROCEED FURTHER. CUSTOMER SATISFIED AND APPROVED VERBAL CLOSE. DISMISSED.

See, BCS Decision, number 003836430, attached hereto as Exhibit "2".

On May 7, 2022, a claims form was received from the Complainant. On September 4, 2020, after several exchanged telephone calls, an onsite inspection of the property took place. On September 17, 2020, a check was issued to the Complainant in the amount of \$1,000.00. In February, 2021, the Complainant advised that the check was not received. A stop payment was issued on the check and the check was reissued. The Complainant advised that the second check was not received. A stop payment was issued on the second check. On May 19, 2022, a third check in the amount of \$1,000.00 was issued to the Complainant via federal express. The check was received. Accordingly, the Complainant's claim has been settled. This issue is without merit.

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. Admitted in part; denied in part. It is admitted only that this is an appeal from the Bureau of Consumer services and that the Complainant has been in contact with PECO Energy. All remaining averments are 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 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:

1. PECO Energy avers that the Complainant has failed to state a claim upon which relief may be granted.

2. The Complainant's formal complaint seeks the PUC to order PECO Energy to award him damages for property damage caused by an alleged lightning strike to the transformer servicing his home.

3. The Public Utility Commission Formal Complaint form specifically states on the bottom of page 3: “Under state law the PUC cannot decide whether a utility or a company should pay customers for loss or damages. Damage claims may be sought in an appropriate civil court.”

4. To the extent that the Complainant seeks an award of monetary damages against PECO Energy for damage caused to his property, such relief is beyond the power of the PUC to order. It is well settled that the PUC does not have the power or jurisdiction to award monetary damages for the actions of a utility company. Feingold v. Bell of Pennsylvania, 477 Pa. 1, 383 A.2d 791 (1977).

5. Accordingly, the Complainants’ request should be denied pursuant to 52 Pa. Code § 5.101(a)(1).

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**

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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: September 14, 2022



Khadijah Scott

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

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	:	
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 by mailing a copy, postage pre-paid to:

FREDERICK WHITE
4626 MERION AVE
PHILADELPHIA PA 19131

Dated: September 14, 2022



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

PECO CLAIM REGISTRATION FORM

Claims Division
1-877-538-7769

Dear PECO Customer:

To register your claim with PECO, please print out and return a completed claim registration form. You may e-mail it to pecoclaims@exeloncorp.com, fax it to 215-841-4919, or mail the form to the following address: **PECO Energy, Claims Division, S16-1, 2301 Market Street, Philadelphia, PA 19103.**

Once this form is received in our office, you will be contacted by one of our Case Managers.

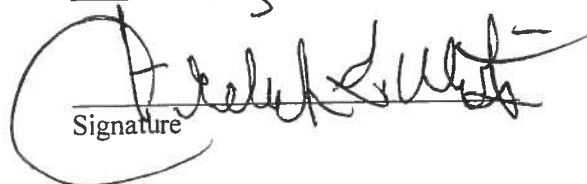
Fredrick White
Name
4626 Merion Ave.
Mailing Address
Philadelphia PA 19131
City, State, Zip

PECO Energy Account No. (if applicable)

215-912-7504
Daytime Phone No.
N/A
E-mail Address
July 6th and July 9th - uncertain time
Date & Time of Loss or Damage
4626 Merion Ave.
Address of Loss Location

Please describe the details of the incident and list the item(s) damaged.

Panel Box Damage
blew refrigerator Motor, stove, stereo and TV the
microwave all conditions and fan and also
Damage was done to my surge protectors


Signature

7/29/19
Date

THIS FORM IS A REQUEST FOR INFORMATION ONLY AND DOES NOT CONSTITUTE ANY ADMISSION OF LIABILITY ON THE PART OF PECO ENERGY COMPANY.



Insurance Placement Facility of Pennsylvania
190 N. Independence Mall West, Suite 301, Philadelphia PA 19106-1554
(215) 629-8800 1-800-462-4972 Fax: (215) 409-9100

July 15, 2019

Frederick L White
4626 Merion Ave
Philadelphia, PA 19131

RE: Insured: Frederick L White
Claim Number: PA1900970
Policy Number: 0363368
Date of Loss: 07/06/2019
Cause of Loss: Other - Physical Damage
Loss Location: 4626 Merion Ave, Philadelphia, PA, 19131

Dear Frederick L White:

A loss notice of July 6, 2019 was received on July 12, 2019 regarding the above incident. The notice indicated damage to personal property from a power surge.

Based upon the information provided in the notice of loss, be advised that we must respectfully deny liability for any damage arising from this occurrence. The basis for denial is as follows:

The policy is subject to insuring agreement DP 00 01 FPPA 01 09 (copy attached). Please refer to Page 4 which identifies the Perils Insured Against. In order for coverage to be afforded there must be evidence that one of the specific perils as listed, limited and defined in the policy caused direct physical loss to the covered property.

Your policy does not insure for loss caused by Power Surge.

~~Additionally, a review of the Policy Declarations Page (copy attached) reveals that a premium was not paid for contents coverage.~~

Each of the above reasons form an independent basis for denial of the claim.

In issuing this denial the Insurance Placement Facility of Pennsylvania expressly reserves all of the rights and defenses it possesses under the above numbered policy of insurance and none of the rights, privileges, and/or defenses available to it under said policy shall be deemed waived in any way.

Additionally, we refer you to the Suit Against Us provision of form DP 00 01 FPPA 01 09, Page 8, Item K, which limits the right to institute legal action.

We regret that we are unable to satisfy your claim.

Sincerely,


Paul Upshall
Asst. Claims Manager

Direct Dial (215) 956-3136

Robert.Nickens@Exeloncorp.com

August 25, 2020

Frederick White
4626 Merion Ave
Phila., PA 19131

Re: Claim #: C2019111309

Dear Mr. White,

This letter is in response to your claim for damage as a result of the service condition you experienced on or about July 9, 2019. I investigated the facts pertaining to this event and we are willing to resolve this claim for an amount up to our statutory cap on liability of \$1000.00. I have enclosed section 12.1 of the PECO Electric Service Tariff, which explains PECO's limit of liability, for your review.

In order for me to adjust your claim, I will need you to send your repair and/or replacement bills to me, if you have not already done so. You can also forward any other documentation you may have to support your damages. You can mail, e-mail or fax them to me at (215) 740-9131.

Feel free to contact me if you have any questions.

Sincerely,

Robert Nickens
Senior Claims Case Manager
PECO Energy
400 Park Ave Warminster, PA 18974

Murray, Chana L:(PECO)

From: Nickens Jr, Robert L:(PECO)
Sent: Thursday, May 19, 2022 3:02 PM
To: 'lwhite@PAHouse.net'
Subject: PECO Claim #: C2019111309
Attachments: 2016 Tariff.pdf

Hello Mr. White,

As discussed, the claim we settled with you for \$1000.00 was subject to the Electric Service Tariff. The tariff limits PECO's exposure for claims involving voltage irregularity to \$1000.00. I have attached a copy of section 12.1 of the tariff that speaks to the liability limitation.

Feel free to contact me if you have any questions.

Regards,

Robert Nickens

Sr. Claims Case Manager
PECO Energy
400 Park Ave.
Warminster, PA 18974
Office: 215 956-3136 | Fax: 215 841-4919 | Cell 215 740-9131
Robert.Nickens@Exeloncorp.com



PECO Energy Company

Electric Service Tariff

COMPANY OFFICE LOCATION

2301 Market Street

Philadelphia, Pennsylvania 19101

For List of Communities Served, See Page 4.

Issued December 18, 2015

Effective January 1, 2016

**ISSUED BY: C. L. Adams – President & CEO
PECO Energy Distribution Company
2301 MARKET STREET
PHILADELPHIA, PA. 19101**

NOTICE

RULES AND REGULATIONS (continued)
12. SERVICE CONTINUITY

12.1 LIMITATION ON LIABILITY FOR SERVICE INTERRUPTIONS AND VARIATIONS. The Company does not guarantee continuous, regular and uninterrupted supply of service. The Company may, without liability, interrupt or limit the supply of service for the purpose of making repairs, changes, or improvements in any part of its system for the general good of the service or the safety of the public or for the purpose of preventing or limiting any actual or threatened instability or disturbance of the system. The Company is also not liable for any damages due to accident, strike, storm, riot, fire, flood, legal process, state or municipal interference, or any other cause beyond the Company's control.

In all other circumstances, the liability of the Company to customers or other persons for damages, direct or consequential, including damage to computers and other electronic equipment and appliances, loss of business, or loss of production caused by any interruption, reversal, spike, surge or variation in supply or voltage, transient voltage, or any other failure in the supply of electricity shall in no event, unless caused by the willful and/or wanton misconduct of the Company, exceed an amount in liquidated damages equivalent to the greater of \$1000 or two times the charge to the customer for the service affected during the period in which such interruption, reversal, spike, surge or variation in supply or voltage, transient voltage, or any other failure in the supply of electricity occurs. In addition no charge will be made to the customer for the affected service during the period in which such interruption, reversal, spike, surge or variation in supply or voltage, transient voltage, or any other failure in the supply of electricity occurs. A variety of protective devices and alternate power supplies that may prevent or limit such damage are available for purchase by the customer from third parties.

The Company makes no warranty as to merchantability or fitness for a particular purpose, express or implied, by operation of law or otherwise. To the extent applicable under the Uniform Commercial Code or on any theory of contract or products liability, the Company limits its liability in accordance with the previous paragraph to any Customer or third party for claims involving and including, but not limited to, strict products liability, breach of contract, and breach of actual or implied warranties of merchantability or fitness for an intended purpose.

12.2 ADDITIONAL LIMITATIONS ON LIABILITY IN CONNECTION WITH DIRECT ACCESS. Other than its duty to deliver electric energy and capacity, the Company shall have no duty or liability to a customer receiving Competitive Energy Supply arising out of or related to a contract or other relationship between such a customer and an EGS.

The Company shall implement customer selection of an EGS consistent with applicable rules of the Commission and shall have no liability to a customer receiving Competitive Energy Supply arising out of or related to switching EGSs, unless the Company is negligent in switching or failing to switch a customer.

The Company shall have no duty or liability with respect to electric energy before it is delivered by an EGS to a point of delivery on the PECO Energy distribution system. After its receipt of electric energy and capacity at the point of delivery, the Company shall have the same duty and liability for distribution service to customers receiving Competitive Energy Supply as to those receiving electric energy and capacity from the Company.

12.3 EMERGENCY LOAD CONTROL. Pursuant to order of Pennsylvania Public Utility Commission, the following provision is incorporated in this Tariff:

Whenever the demands for power on all or part of the Company's system exceed or threaten to exceed the capacity than actually and lawfully available to supply such demands, or whenever system instability or cascading outages could result from actual or expected transmission overloads or other contingencies, or whenever such conditions exist in the system of another public utility or power pool with which the Company's system is interconnected and cause a reduction in the capacity available to the Company from that source or threaten the integrity of the Company's system, a load emergency situation exists. In such case, the Company shall take such reasonable steps as the time available permits to bring the demands within the then-available capacity or otherwise control load. Such steps shall include but shall not be limited to reduction or interruption of service to one or more customers, in accordance with the Company's procedures for controlling load.

The Company shall establish procedures for controlling load including schedules of load shedding priorities to be followed in compliance with the foregoing paragraph, may revise such procedures from time to time, and shall revise them if so required by Pennsylvania Public Utility Commission. A copy of such procedures or of the revision thereof currently in effect shall be kept available for public inspection at the Company's Principle Office, and another such copy shall be kept on file with the Pennsylvania Public Utility Commission.

12.4 EMERGENCY ENERGY CONSERVATION. Pursuant to order of the Pennsylvania Public Utility Commission, the following provision is incorporated in this Tariff:

Whenever events occur which are actually resulting, or in the judgment of the Company threaten to result, in a restriction of the fuel supplies available to the Company or its energy suppliers, such that the amount of electric energy which the Company is able to supply is or will be adversely affected, an emergency energy situation exists.

In the event of an emergency energy conservation situation, the Company shall take such reasonable measures as it believes necessary and proper to conserve available fuel supplies. Such measures may include, but shall not be limited to reduction, interruption, or suspension of service to one or more of its customers or classes of customers in accordance with the Company's procedure for emergency energy conservation.

The Company shall establish procedures for emergency energy conservation, including, if it deems necessary, schedules of service interruption and suspension priorities to be followed as prescribed by the foregoing paragraph.

The Company may revise such procedure from time to time, and shall revise them if so required by the Pennsylvania Public Utility Commission. A copy of such procedures or of the revision thereof currently in effect shall be kept available for public inspection at each office at which the Company maintains a copy of its Tariff for public inspection, and another such copy shall be kept on file with the Pennsylvania Public utility Commission.

12.5 NOTICE OF TROUBLE. The customer must immediately notify the Company if service is interrupted or is otherwise unsatisfactory due to defects, trouble, or accident, affecting the supply of service.

EXHIBIT 2



September 14, 2022

Case Details Report

BCS Case #: 003836430 **BCS Bill Account #:** 3488002047
Customer Name: FREDERICK WHITE
Service Address: 4626 MARION AVE

Mailing Address: PHILADELPHIA, PA 19131

Home Phone: () -
Business Phone: () -
Business name:
Alternate contact: CU VISUALLY IMPAIRED AND CANNOT READ TEXT/EMAIL

Date Case Opened: 2022-05-05 **Date Cut Out:** 9999-12-31
PAR Case: N
Investigator Name: BCS CASE POOL
Investigator Phone: (717) 787-5468 **Universal Service:** N
Service class: R **Contact Type:** TELEPHONE
Previous case #: **Amount in Arrears:** \$0.00

Adults: 0
Children: 0
Children Ages:
Gross Income: \$0.00
Miscellaneous Info:
CU VISUALLY IMPAIRED AND CANNOT READ TEXT/EMAIL

Complaint Reason:
PEOPLE-DELIVERED SERVICE (I.E., SCHEDULING DELAYS, PERSONNEL, DAMAGES) (# 58)

Customer Problem Description:
CUSTOMER STATED IN JULY OF 2018, A TRANSFORMER OUTSIDE HIS HOUSE WAS STRUCK BY LIGHTENING AND DAMAGED HIS FRIDGE COMPANY HAD TO REPLACE THE CAPS ON THE TRANSFORMER LINES. THE WALLS IN THE CUSTOMERS HOME WERE SINGED AND THE EXTERIOR GROUNDS WERE DAMAGED BY THE GROUNDING RODS. COMPANY CAME OUT JULY 10, 2018 TO ADDRESS THE CONNECTORS.CUSTOMER FILED A CLAIM AND RECEIVED A CLAIM #S16-1. THE NUMBER TO THE CLAIMS DIVISION IS: 1877-538-7769.COMPANY DIDN'T COME OUT RIGHT AWAY TO ADDRESS THE DAMAGES, IT TOOK THE UT



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ABOUT A YEAR TO COME VISIT THE SITE. PECO DISPATCHED A REPRESENTATIVE, MR. NICHOLS ý215-740-9131!, WHO ASSESSED THE DAMAGES. REPRESENTATIVE ADVISED THE DOUBLE POLE BREAKERS WOULD NOT BE ABLE TO BE USED, THEREFORE, CUSTOMER COULD NOT USE HIS STOVE. TWO FRIDGES /LARGE T.V./ STEREO/MICROWAVE/COMPUTER/CD DISC PLAYER /CLOCK RADIO WERE DAMAGED. CUSTOMER PARTICIPATED IN THE REBATE PROGRAM AT \$75 EACH, TO REPLACE THE 2 FRIDGES WAS REPLACED WITH A USED FRIDGES. WHEN THE CUSTOMER CONTACTED THE UT TO FOLLOW UP ON HIS CLAIM, MR. NICHOLS STATED A CLAIMS CHECK HAD BEEN ISSUED IN 2020. WHEN CUSTOMER DISPUTED THAT HE NEVER RECEIVED ANYTHING, THE REPRESENTATIVE STATED HE WOULD CANCEL THE CHECK THAT HAD GONE OUT AND RE-ISSUE THE CHECK. CUSTOMER CALLED 3-TIMES IN TOTAL TO FOLLOW UP ON THE CHECK, BUT HASN'T RECEIVED ONE YET. CUSTOMER STATED HE IS FRUSTRATED DUE TO HAVING TO COME OUT OF POCKET FOR AN ELECTRICIAN TO HELP RESTORE SOME DAMAGE AND NOT RECEIVING WHAT THE UT STATED WAS SENT AS COMPENSATION.CUSTOMER STATED COMPANY NEVER DISCLOSED THE AMOUNT OF THE DAMAGE REFUND. SINCE THE DAMAGE OCCURED CUSTOMER STATED HE HASN'T BEEN ABLE TO STAY IN HIS HOME DURING THE WINTER, HE HAS TO STAY WITH HIS DAUGHTER FOR THE SEASON. - RELIEF SOUGHT - INVESTIGATE WHY COMPANY HAS NOT ISSUED THE CHECK THEY PROMISED WAS COMING OR MAKE AN ATTEMPT TO RESTORE MY HOME AND MAKE ME WHOLE. THE CELL PHONE NUMBER (267) 912 - 7504 HAS BEEN ALLOWED TO BE SHARED.

Company Position:

08/18/2021 CUSTOMER WAS ISSUED A CHECK IN 2020. WE WILL RE-ISSUE THE CHECK.

BCS Decision Report

BCS Case #:	003836430	Open Date:	2022-05-05
Customer Name:	FREDERICK WHITE		
Service Address:	4626 MARION AVE		
	PHILADELPHIA, PA 19131		
BCS Bill Account #:	3488002047	Previous Case #:	
Violation Type:	NO	Chapter Type:	
Decision Type:	O	Section / Rule:	



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Investigator Name: JONATHAN
ZIMMERMAN

Decision Issued Date:
Case Closed Date: 2022-07-13

Letter Description:

Total Balance:	\$86.57	Balance Date:	2022-05-26
Amount to Restore Service:	\$0.00	Amount to Continue Service:	\$0.00
Date Payment Due:		Regular Budget Amount:	\$0.00
Special Budget Payment:	\$0.00	Final Bill Monthly Payment:	\$0.00
Plus Arrears Payment:	\$0.00	End of Month Payment:	\$0.00
Current Monthly Payment:	\$0.00		

Payment Terms:

PAR Description:

Resolution Description:

VERBAL CLOSE: SPOKE WITH CUSTOMER, CUSTOMER INDICATED THAT THEY RECEIVED THE CHECK. CUSTOMER ADVISED THAT LIGHTENING HIT THE TRANSFORMER WHICH IN TURN CAUSED DAMAGES TO HIS HOME. CUSTOMER INDICATED THEY WERE SENT A CHECK VIA FEDEX. CUSTOMER ADVISED ME THAT AMOUNT DOES NOT COVER THE DAMAGES THAT THEY RECEIVED. CUSTOMER ADVISED THAT WE DO NOT MAKE DECISIONS ON DAMAGES/CLAIMS. CUSTOMER UNDERSTOOD. CUSTOMER PROVIDED SECRETARY BUREAU'S NUMBER IF THEY WANTED TO FILE FORMAL COMPLAINT. CUSTOMER ADVISED THAT THEY MAY NEED TO SEEK LEGAL COUNSEL IF THEY WISH TO PROCEED FURTHER. CUSTOMER SATISFIED AND APPROVED VERBAL CLOSE. DISMISSED.