

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Lisa Linder	:	
	:	
v.	:	C-2025-3055420
	:	
PECO Energy Company-Electric	:	

INITIAL DECISION

Before
Christopher P. Pell
Deputy Chief Administrative Law Judge

INTRODUCTION

This Initial Decision grants in part, and denies in part, Lisa Linder’s (Complainant) Formal Complaint (Complaint) against PECO Energy Company (Respondent or PECO). This Initial Decision grants the Complainant’s Complaint upon finding that she carried her burden of proving that the utility failed to provide her with adequate and reasonable service when it damaged her sprinkler system, and assesses a civil penalty. This Initial Decision denies the remaining claims in the Complaint.

HISTORY OF THE PROCEEDING

On May 27, 2025, the Complainant filed a Complaint with the Pennsylvania Public Utility Commission (Commission) against PECO. The Complainant placed a checkmark in the box marked “[o]ther,” next to which she provided a handwritten statement alleging: that PECO tore up her yard in October 2024 and damaged her sprinkler

system in the process, which it did not repair; that PECO left a Verizon wire across her property and the sidewalk; that PECO placed a white box in the middle of her yard and another box in the right-of-way; and that PECO failed to properly reseed her yard upon completion of its work. As relief, the Complainant requested the following: that PECO remove the white box on her property; that PECO reimburse her for repairs to her sprinkler system; that PECO reseed her yard; that PECO remove all wires from her property; that PECO remove all debris from her property; and that PECO be fined.

On June 17, 2025, the Respondent filed an Answer in which it denied the material allegations of fact and conclusions of law in the Complaint.¹ The Respondent requested that the Complaint be dismissed.

On June 26, 2025, an Initial Telephonic Hearing Notice was served on the parties scheduling an initial telephonic hearing on August 25, 2025, at 10:00 a.m. and the case was assigned to me.

On June 27, 2025, a Prehearing Order was served on the parties which reminded the parties of the date and time of the hearing. The Prehearing Order informed the parties about the applicable procedural rules.

By Interim Order dated August 7, 2025, I granted the Complainant's request for a continuance.

On August 18, 2025, a Cancelled/Rescheduled Initial Telephonic Hearing Notice was served on the parties rescheduling the initial telephonic hearing on October 24, 2025, at 10:00 a.m.

¹ The Secretary's Bureau served the Complaint on Respondent on May 28, 2025.

On October 24, 2025, I convened the hearing as scheduled. The Complainant appeared *pro se* and testified in support of her Complaint. The Complainant offered six exhibits, five of which were admitted into the record (C-1, C-2, C-3, C-5, and C-6). Khadijah Scott, Esq., appeared on behalf of the Respondent and presented the testimony of the following witnesses: Robert Fister, a PECO Senior Real Estate Representative; Samuel Peyros, a PECO Project Manager; and Aida Britting, a PECO Senior Construction Manager. The Respondent offered five exhibits which were all admitted into the record.

The record closed on November 13, 2025, the date the transcript was filed with the Commission.

FINDINGS OF FACT

1. The Complainant in this case is Lisa Linder.
2. The Respondent in this case is PECO Energy Company.
3. The Complainant lives at 835 Strawberry Lane, Wynnewood, PA 19096 (service address). Tr. 15.
4. PECO possesses an easement for the Complainant's housing development that provides that it has the right to construct, relocate, renew, erect and install, replace, add to, operate, maintain on and over and along and across said premises for gas, electric, and communication. Tr. 57, 59; PECO Exh. 2.
5. The Complainant acknowledged that PECO possesses a right-of-way over her property. Tr. 30, 49-50.

6. PECO issued a Project Notification Letter to the Complainant in July 2024 advising that it would be performing work for an Underground Residential Development (URD) project, which is part of PECO's Long Term Infrastructure Improvement Plan (LTIIIP). Tr. 73-75, 83.

7. Pursuant to the URD, PECO goes into various neighborhoods throughout PECO's service territory and replaces underground power cables and pad-mounted transformers that are reaching the end of their lifecycle. Tr. 73.

8. If a project is delayed, PECO will send out a follow-up to the Project Announcement Letter. Tr. 74; PECO Exh. 1.

9. On an unspecified date, PECO issued a follow up letter to the Complainant regarding the URD project in her neighborhood, which was initially expected to be completed in November 2024. Tr. 74; PECO Exh. 1.

10. The follow up letter described the project and advised that “[a] machine referred to as a directional bore machine will be used to install new conduit as well as new underground electrical cable throughout your neighborhood.” Tr. 84; PECO Exh. 1.

11. The letter further indicated that “[w]ork will occur along streets and sidewalks of . . . Strawberry Ln...” Tr. 84-85; PECO Exh. 1.

12. The follow up letter explained that PECO experienced delays due to hurricanes and the updated expected completion date was February 2025. Tr. 7; PECO Exh. 1.

13. Neither PECO employees nor its contractors wear name tags because of an inherent safety risk when working with electric. Tr. 105.

14. There was signage on PECO's contractors' work trucks identifying the contractors working on Strawberry Lane as INTREN. Tr. 105, 107-108.

15. While performing work on site, PECO's area Construction Manager and contractor foreman had multiple conversations with the Complainant about the work PECO was performing. Tr. 77, 94.

16. PECO spoke with the Complainant about the work it was performing in the right-of-way and explained that it placed its cable as close to the preexisting utilities as possible. Tr. 77, 81.

17. Each time PECO was at the Complainant's property, PECO would communicate with the Complainant about the work being performed. Tr. 95.

18. While performing work on site, PECO removed a white splice box from the service address at the Complainant's request. Tr. 76.

19. There are currently no splice boxes for PECO facilities on site. Tr. 98.

20. As part of the URD project, PECO excavates to spot other existing utilities to confirm where they are located, which is approximately a "3 by 3 square," after which PECO installs barriers and $\frac{3}{4}$ inch plywood over the top to prevent anyone from stumbling into the hole. Tr. 91-92.

21. While working on the project, PECO will remove the barriers and plywood in order to continue with construction for that day. Tr. 92.

22. When PECO is finished working for the day, PECO replaces the barrier protections. Tr. 92-93.

23. While PECO performed work at the service address in November 2024, PECO left trenches covered with plywood for a one-week period. Tr. 18-19, 23.

24. When PECO finished its work at the service address, it filled in the trenches. Tr. 26.

25. The service address, which is located on a corner, impacted PECO's boring operations. Tr. 94.

26. PECO did not place its facilities near the sidewalk because there were several obstructions at the service address, including communication pedestals located on the corner, a preexisting splice box and other utility infrastructure, as well as a significant amount of heavy rock that was below the surface which impacts utility congestion. Tr. 93-94, 101.

27. PECO attempts to adhere to construction plans but may have to adjust its bore path due to obstructions, since PECO must maintain 3 to 4 feet of clearance from any sort of obstruction. Tr. 102-103.

28. Sewer laterals and water mains located in the street, as well as increased expense, prevented PECO from locating its facilities in the street. Tr. 81, 94.

29. While working at the service address, PECO damaged the Complainant's sprinkler system. Tr. 16, 18.

30. PECO made several restoration passes at the service address which included seeding, topsoil and straw. Tr. 26, 77, 96, 111, 113.

31. PECO's restoration efforts met PECO's criteria for final restoration once a project is complete. Tr. 77.

32. Following restoration efforts, it is incumbent on the homeowner to properly maintain their lawn. Tr. 111.

DISCUSSION

The Public Utility Code, 66 Pa.C.S. § 332(a), places the burden of proof upon the proponent of a rule or order. As the proponent of a rule or order, Complainant has the burden of proof in this matter pursuant to 66 Pa.C.S. § 332(a).

To establish a sufficient case and satisfy the burden of proof, Complainant must show that the Respondent public utility is responsible or accountable for the problem described in the Complaint. *Patterson v. Bell Tel. Co. of Pa.*, 72 Pa.P.U.C. 196 (1990), *Feinstein v. Phila. Suburban Water Co.*, 50 Pa.P.U.C. 300 (1976). Such a showing must be by a preponderance of the evidence. *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 578 A.2d 600 (Pa. Cmwlth. 1990). That is, by presenting evidence more convincing, by even the smallest amount, than that presented by the other party. *Se-Ling Hosiery v. Margulies*, 70 A.2d 854 (Pa. 1950). Additionally, any finding of fact necessary to support the Commission's adjudication must be based upon substantial evidence. 2 Pa.C.S. § 704; *Mill v. Pa. Pub. Util. Comm'n*, 447 A.2d 1100 (Pa. Cmwlth. 1982); *Edan Transp. Corp. v. Pa. Pub. Util. Comm'n*, 623 A.2d 6 (Pa. Cmwlth. 1993). More is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. *Norfolk & W. Ry. v. Pa. Pub. Util. Comm'n*, 413 A.2d 1037 (Pa. 1980); *Erie Resistor Corp. v. Unemployment*

Comp. Bd. of Rev., 166 A.2d 96 (Pa. Super. 1960); *Murphy v. Pa. Dep't of Pub. Welfare, White Haven Ctr.*, 480 A.2d 382 (Pa. Cmwlt. 1984).

Upon the presentation by the Complainant of evidence sufficient to initially satisfy the burden of proof, the burden of going forward with the evidence to rebut the evidence of the Complainant shifts to the Respondent. If the evidence presented by the Respondent is of co-equal weight, the Complainant has not satisfied his burden of proof. The Complainant would be required to provide additional evidence to rebut the evidence of the Respondent. *Burleson v. Pa. Pub. Util. Comm'n*, 443 A.2d 1373 (Pa. Cmwlt. 1982), *aff'd*, 461 A.2d 1234 (Pa. 1983).

While the burden of persuasion may shift back and forth during a proceeding, the burden of proof never shifts. The burden of proof always remains on the party seeking affirmative relief from the Commission. *Milkie v. Pa. Pub. Util. Comm'n*, 768 A.2d 1217 (Pa. Cmwlt. 2001).

Request for Damages

In her Complaint, the Complainant requested to be reimbursed for the repair work to her sprinkler system.

As a creature of legislation, the Commission possesses only the authority the State Legislature has specifically granted to it in the Public Utility Code (the "Code"), 66 Pa.C.S. §§ 101–3316. Its jurisdiction must arise from the express language of the pertinent enabling legislation or by strong and necessary implication therefrom. *Feingold v. Bell of Pa.*, 383 A.2d 1191 (Pa. 1977); *Allegheny Cnty. Port Auth. v. Pa. Pub. Util. Comm'n*, 237 A.2d 602 (Pa. 1967). *Behrend v. Bell of Pa.*, 390 A.2d 233 (Pa. Super. 1978); *Pa. Dep't of Highways v. Pa. Pub. Util. Comm'n*, 182 A.2d 267 (Pa. Super. 1962); *City of Erie v. Pa. Elec. Co.*, 383 A.2d 575 (Pa. Cmwlt. 1978).

Nothing in the Code confers jurisdiction upon the Commission to award monetary damages. *See DeFrancesco v. W. Pa. Water Co.*, 453 A.2d 595 (Pa. 1982); *Elkin v. Bell of Pa.*, 420 A.2d 371 (Pa. 1980); *Feingold v. Bell of Pa.*, 383 A.2d 791 (Pa. 1977); *Poorbaugh v. Pa. Pub. Util. Comm'n*, 666 A.2d 744 (Pa. Cmwlth. 1995).

Since the Commission lacks jurisdiction to award the Complainant's requested relief, this portion of the Complainant's Complaint is dismissed.

Easement/Right-of-Way

The Complainant also alleged that PECO performed work on her property without possessing an easement. Tr. 25, 31. However, the Complainant subsequently acknowledged through her own testimony that “[t]here is a right-of-way on my property.” Tr. 30, 49-50. It is well-established that the Commission does not have jurisdiction over the scope or validity of easements. *Fairview Water Co. v. Pa. Pub. Util. Comm'n*, 502 A.2d 162, 167 (Pa. 1985) (“We therefore hold that the PUC does not have jurisdiction to determine the scope and validity of an easement.”). Issues concerning PECO's work occurring outside the boundaries of the existing easement over the Complainant's property should be brought before a Court of Common Pleas. As the Commission lacks jurisdiction over such matters, this portion of the Complainant's Complaint is dismissed.

Service Issues

The Complainant also raised concerns about the work PECO performed on her property. In particular, the Complainant claimed that PECO: did not provide notice that they would be performing work at her house; put lines down in the middle of her yard; ruined her sprinkler system; used workers who did not wear nametags or identify

themselves; and left open trenches on her property without protection.² The Complainant raised claims of inadequate and unreasonable service by PECO.

PECO is required by law to provide the Complainant with adequate and reasonable service. Section 1501 of the Public Utility Code provides, in relevant part:

§1501. Character of service and facilities

Every public utility shall furnish and maintain adequate, efficient, safe, and reasonable service and facilities, and shall make all such repairs, changes, alterations, substitutions, extensions, and improvements in or to such service and facilities as shall be necessary or proper for the accommodation, convenience, and safety of its patrons, employees, and the public. Such service also shall be reasonably continuous and without unreasonable interruptions or delay. Such service and facilities shall be in conformity with the regulations and orders of the commission.

66 Pa.C.S. § 1501.

Interpreting this provision in *West Penn Power Co. v. Pennsylvania Public Utility Commission*, 478 A.2d 947 (Pa. Cmwlth. 1984) (*West Penn Power*), the Commonwealth Court stated:

We hold that in order for the PUC to sustain a complaint brought under this section, the utility must be in violation of its duty under this section. Without such a violation by the utility, the PUC does not have the authority, when

² At the outset of the hearing, the Complainant acknowledged that issues raised in her Complaint regarding Verizon's wire on her property were resolved by Verizon. Tr. 6.

acting on a customer's complaint, to require any action by the utility.

West Penn Power, 478 A.2d at 949 (footnote omitted).

The statutory definition of “service” is to be broadly construed.³ *Country Place Waste Treatment Co., Inc. v. Pa. Pub. Util. Comm’n*, 654 A.2d 72 (Pa. Cmwlth. 1995). In applying the facts to the law, the issue becomes whether PECO’s actions as described in the Complaint rise to the level of inadequate service that constitutes a violation of the Public Utility Code.

The Complainant argued that she was unaware that PECO would be in her neighborhood performing work on her property. However, PECO Witness Samuel Peyros testified that PECO issued a Project Notification Letter to affected customers in July 2024 advising that it would be performing work for an Underground Residential Development (URD) project, which is part of PECO’s Long Term Infrastructure Improvement Plan (LTIIP). Tr. 73-75, 83. Mr. Peyros further testified that PECO issued a follow up letter to affected customers, including the Complainant, regarding the URD project in her neighborhood, which advised of the following: that the work began in July and was initially expected to be completed in November 2024; that “[a] machine referred to as a directional bore machine will be used to install new conduit as well as new underground electrical cable throughout your neighborhood”; that “[w]ork will occur along streets and sidewalks of . . . Strawberry Ln...”; and that PECO experienced delays due to hurricanes and the updated expected completion date was February 2025. Tr. 74, 84-85; PECO Exh. 1. Upon consideration of Mr. Peyros’ credible testimony, I find that PECO provided

³ “**Service.**” Used in its broadest and most inclusive sense, includes any and all acts done, rendered, or performed, and any and all things furnished or supplied, and any and all facilities used, furnished, or supplied by public utilities . . . in the performance of their duties under this part to their patrons, employees, other public utilities, and the public, as well as the interchange of facilities between two or more of them[.]” 66 Pa.C.S. § 102 (emphasis original).

notice to affected customers, including the Complainant, that it would be performing URD work in her neighborhood.

The Complainant also raised concerns about PECO's workers not identifying themselves or wearing nametags. However, PECO Witness Aida Britting responded that, although PECO's contractors do not wear name tags because of an inherent safety risk when working with electric, there was signage on their work trucks identifying the contractors working on Strawberry Lane as INTREN. Tr. 105, 107-108. Moreover, Ms. Britting testified credibly that PECO's area Construction Manager and contractor foreman had multiple conversations with the Complainant about the work PECO was performing. Tr. 94. Under these circumstances, I cannot conclude that PECO or its contractors failed to identify themselves while on site.

The Complainant also argued that PECO left ditches on her property covered with plywood that posed a safety risk. In response, Ms. Britting testified that when doing this type of work, PECO must excavate to locate other utilities. Tr. 91. PECO excavates a three-by-three-foot square which they will protect with barriers and ¾ inch plywood to prevent anyone from falling in. Tr. 91. Ms. Britting did acknowledge that during the workday, PECO removes the plywood and barriers so they can continue with construction during that day. Tr. 92. When finished, PECO covers the open trenches with the ¾ inch plywood. *Id.* While the Complainant was understandably upset with the open trenches in her yard, Ms. Britting offered a reasonable explanation for why they were there, as well as the precautions PECO took to ensure safety.

The Complainant also alleged that PECO left her yard in an unacceptable state, leaving white boxes and failing to properly restore her property. In support of her Complaint, the Complainant provided pictures that show her yard in various stages of disarray, as well as crews working on site. C-1. In response, Ms. Britting testified that the Complainant's lawn had been completely seeded and strawed, and that the lawn was green

when she had last driven by the property. Ms. Britting also took pictures on September 6, 2025, which show a green lawn free of debris, wires and trenches. PECO Exh. 5. Moreover, the record reflects that PECO removed a white splice box from the service address at the Complainant's request, and that there are no splice boxes for PECO facilities on site. Tr. 76, 98. While the Complainant may not be satisfied with PECO's restoration efforts, by all appearances, her yard has been restored.

Lastly, the Complainant testified that while PECO was working at the service address, it damaged her sprinkler system. None of PECO's witnesses responded to the Complainant's allegation that PECO directly caused damage to her sprinkler system. Based on the Complainant's credible unchallenged testimony that PECO damaged her sprinkler system, I must conclude that PECO caused the damage to her sprinkler system. PECO's damage to the Complainant's sprinkler system in the performance of its URD work, which it did not repair, constitutes unreasonable service. Under these circumstances, it is appropriate to assess a civil penalty against PECO.

Civil Penalty

Under Public Utility Code Sections 3301(a) and (b), "the Commission may levy a fine of up to \$1,000 per day for continuing violations of the Public Utility Code." 66 Pa.C.S. § 3301. The Commission has set forth, in a statement of policy, the factors and standards for evaluating proceedings involving violations of the Public Utility Code for purposes of determining appropriate civil penalty amounts. *See* 52 Pa. Code § 69.1201(c). These factors and standards are as follows:

- (1) Whether the conduct at issue was of a serious nature. When conduct of a serious nature is involved, such as willful fraud or misrepresentation, the conduct may warrant a higher penalty. When the conduct is less egregious, such as administrative filing or technical errors, it may warrant a lower penalty.

(2) Whether the resulting consequences of the conduct at issue were of a serious nature. When consequences of a serious nature are involved, such as personal injury or property damage, the consequences may warrant a higher penalty.

(3) Whether the conduct at issue was deemed intentional or negligent. This factor may only be considered in evaluating litigated cases. When conduct has been deemed intentional, the conduct may result in a higher penalty.

(4) Whether the regulated entity made efforts to modify internal practices and procedures to address the conduct at issue and prevent similar conduct in the future. These modifications may include activities such as training and improving company techniques and supervision. The amount of time it took the utility to correct the conduct once it was discovered and the involvement of top-level management in correcting the conduct may be considered.

(5) The number of customers affected and the duration of the violation.

(6) The compliance history of the regulated entity which committed the violation. An isolated incident from an otherwise compliant utility may result in a lower penalty, whereas frequent, recurrent violations by a utility may result in a higher penalty.

(7) Whether the regulated entity cooperated with the Commission's investigation. Facts establishing bad faith, active concealment of violations, or attempts to interfere with Commission investigations may result in a higher penalty.

(8) The amount of the civil penalty or fine necessary to deter future violations. The size of the utility may be considered to determine an appropriate penalty amount.

(9) Past Commission decisions in similar situations.

(10) Other relevant factors.

52 Pa. Code § 69.1201(c). These factors, relative to this proceeding, are examined below.

First, the evidentiary record in this matter does not contain sufficient evidence to conclude that the damage caused by PECO to the Complainant's sprinkler system was willful or deliberate. Second, the damage caused by PECO left the Complainant without a working sprinkler system until she had it repaired. Third, the record in this case supports a finding that the violation of Section 1501 of the Public Utility Code, 66 Pa.C.S. § 1501, resulted from PECO's unexplained negligence in damaging the Complainant's sprinkler. Fourth, PECO did not offer any evidence of remedial measures taken to prevent similar conduct in the future.

Fifth, the record demonstrates that the only party affected by PECO's damage to the sprinkler system was the Complainant. Sixth, the record does not include a history of PECO's past offenses. Seventh, the Commission did not conduct an investigation into this proceeding. The eighth, ninth and tenth factors listed in Section 69.1202 of the Commission's regulations, 52 Pa. Code § 69.1201(c), are inter-related in this case and they are, respectively: the amount of a civil penalty required to deter future violations; prior Commission decisions in similar cases; and the catch-all "other relevant factors."

The record is silent as to the extent of the damage caused by PECO, or the duration of time that the Complainant was without a working sprinkler system. However, the record does reflect that PECO, while working on the URD project, left the Complainant with a damaged sprinkler. After reviewing the evidence collected in this matter, I conclude that a civil penalty in the amount of \$500 is appropriate in this proceeding. This amount is clearly warranted based upon PECO's failure to provide the Complainant with adequate and reasonable service.

Therefore, PECO will be directed that within thirty (30) days of the Commission's Final Order in this case, it shall pay a civil penalty in the amount of \$500 by

sending a certified check or money order payable to the Commonwealth of Pennsylvania. In addition, PECO Energy Company shall cease and desist from further violations of the Public Utility Code, 66 Pa.C.S. § 101 *et seq.*, and the regulations of the Pennsylvania Public Utility Commission, 52 Pa.Code § 1.1 *et seq.*

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the parties to and subject matter of this proceeding. 66 Pa.C.S. § 701.

2. Pursuant to 66 Pa.C.S. § 332(a), the burden of proof in this proceeding is upon the Complainant. 66 Pa.C.S. § 332(a).

3. Any finding of fact necessary to support the Commission's adjudication must be based upon substantial evidence. *Mill v. Pa. Pub. Util. Comm'n*, 447 A.2d 1100 (Pa. Cmwlth. 1982); *Edan Transp. Corp. v. Pa. Pub. Util. Comm'n*, 623 A.2d 6 (Pa. Cmwlth. 1993); 2 Pa.C.S. § 704.

4. Nothing in the Code confers jurisdiction upon the Commission to award monetary damages. *DeFrancesco v. Western Pa. Water Co.*, 453 A.2d 595 (Pa. 1982); *Elkin v. Bell of Pa.*, 420 A.2d 371 (Pa. 1980); *Feingold v. Bell of Pa.*, 383 A.2d 791 (Pa. 1977); *Poorbaugh v. Pa. Pub. Util. Comm'n*, 666 A.2d 744 (Pa. Cmwlth. 1995).

5. It is well-established that the Commission does not have jurisdiction over the scope or validity of easements. *Fairview Water Co. v. Pa. Pub. Util. Comm'n*, 502 A.2d 162, 167 (Pa. 1985) (“We therefore hold that the PUC does not have jurisdiction to determine the scope and validity of an easement.”).

6. It is every public utility's duty to "furnish and maintain adequate, efficient, safe, and reasonable service and facilities," and to "make all such repairs, changes, alterations, substitutions, extensions, and improvements in or to such service and facilities as shall be necessary or proper for the accommodation, convenience, and safety of its patrons, employees, and the public. 66 Pa C.S. § 1501.

7. Under Public Utility Code Sections 3301(a) and (b), the Commission may levy a fine of up to \$1,000 per day for continuing violations of the Public Utility Code. 66 Pa.C.S. § 3301.

8. The Complainant met her burden of proving that the Respondent failed to provide her with adequate and reasonable service when it damaged her sprinkler system and did not repair it.

ORDER

THEREFORE,

IT IS ORDERED:

1. That the Complaint of Lisa Linder against PECO Energy Company at Docket No. C-2025-3055420 is denied, in part, and granted, in part;

2. That the Complainant's request for monetary damages is denied and dismissed for lack of Commission jurisdiction;

3. That the Complainant's claim that PECO Energy Company performed work outside of the terms of an easement or right-of-way is denied and dismissed for lack of Commission jurisdiction;

4. That, consistent with the decision, the Complainant's claim that PECO provided her with inadequate or unreasonable service is granted in part;

5. That PECO Energy Company shall pay a civil penalty in the amount of Five Hundred Dollars (\$500) by sending a certified check or money order payable to the Commonwealth of Pennsylvania to:

Matthew L. Homsher, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

6. That a copy of the final Commission Order in this proceeding shall be served upon the Financial and Assessment Chief, Office of Administrative Services.

7. That the Bureau of Administrative Services Assessment Section shall monitor this matter for compliance with Ordering Paragraph No. 5.

8. That if PECO Energy Company fails to make the civil payment of Five Hundred Dollars (\$500) within thirty (30) days of the entry date of a Final Commission Order, it is further ordered that the Bureau of Administrative Services, Assessment Section, shall refer this matter to the Pennsylvania Office of Attorney General for collection of the total amount set forth above and appropriate action.

