

**Legal Department**

Exelon Business Services Company  
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August 2, 2010

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

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JUL 30 2010

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

Re: **Robert & Cecelia Merritt v. PECO Energy Company**  
**PUC Docket No. C-2009-2142888**

Dear Ms. Chiavetta:

Enclosed for filing with the Commission are the following documents and copies in the matter referenced above.

—	Answer (original)
—	Motion to Consolidate (original)
<u>X</u>	Motion for Judgment on the Pleadings (original)
—	Preliminary Objection (original)
—	Exceptions (original)
—	Reply Exceptions (original)
—	Brief (original)
—	Reply Brief (original)

I have enclosed a Certificate of Service showing that a copy of the above document was served on the interested parties. Also enclosed is an extra copy of this letter, which I request that you date stamp and return to me in the envelope provided as proof of filing. Thank you for your time and attention on this matter.

Very truly yours,



Tishkia Williams  
Counsel for PECO Energy Company  
TW/adz  
Enc.

BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION

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JUL 30 2010

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

ROBERT & CECELIA MERRITT :  
 :  
v. : DOCKET NO. C-2009-2142888  
 :  
PECO ENERGY COMPANY :

**PECO ENERGY COMPANY'S**  
**MOTION FOR JUDGMENT ON THE PLEADINGS**

Respondent, PECO Energy Company ("PECO"), pursuant to 52 Pa. Code § 5.102 respectfully moves to dismiss the instant complaint in its entirety. In their Exceptions to the Initial Decision, Complainants claim that PECO never provided proof that there was foreign wiring at the property in question and that they should not be responsible for the disputed billing transferred to their account. As discussed below, Complainants' claims are without merit and/or legally insufficient. Therefore, PECO requests that the case be dismissed without need for further hearing.

**I. Facts and Procedural History**

1. Complainants are the landlords/owners of an apartment house located at 238 Collom Street, 1<sup>st</sup> Floor, Philadelphia ("the service address"). Complainants' corporate entity, Merritt Remax LLC, owns and rents out the apartment house as two units.

2. On March 13, 2009, Complainants' tenant contacted PECO and complained of high bills for her unit at the service address.

3. On April 1, 2009, a PECO field representative conducted an investigation and discovered the existence of foreign wiring. A copy of the representative's field investigation report is attached as Exhibit 1 and incorporated by reference. The report indicates that foreign

wiring existed at the service address; specifically, the second floor hallway lights are incorrectly connected to the first floor meter.

4. On April 2, 2009, PECO sent a letter to Complainants, alerting them to the foreign wiring conditions at the service address. A copy of the letter is attached as Exhibit 2 and incorporated by reference. PECO created a new account and placed service at the property in the name of Merritt LLC Remax. No arrearages were billed to Complainant. Complainant was billed for services rendered from the date that foreign wiring was verified, forward. A copy of the account statement for the new account, No. 10357-66021, is attached as Exhibit 3. Complainant did not contact PECO energy to report that the foreign wiring conditions have been corrected. Upon information and belief, the foreign wiring condition still exists at the property.

5. On August 31, 2009, Complainants requested that service be discontinued at the service address.

6. On September 8, 2009, PECO physically disconnected service at the service address and issued a final bill of \$697.45, which includes \$22.12 in late payment charges.

7. On October 5, 2009, PECO transferred the final bill of \$697.45 to Complainants' active account at 2021 Stenton Avenue, 1<sup>st</sup> Floor, Philadelphia ("Stenton"). A copy of the account statement for the Stenton account, No. 34944-83021, is attached as Exhibit 4.

8. On or around September 28, 2009, PECO received a report of usage on an inactive meter at the service address. PECO verified that foreign wiring still existed at the service address and that the unit was occupied. Because service was being consumed but not paid for, PECO reconnected service at the service address and created a new account in Merritt Remax LLC's name. A copy of the account statement for the new account, No. 10357-66030, is attached as Exhibit 5.

9. On November 20, 2009, Complainants filed a formal Complaint with the Commission concerning incorrect charges on their bill at account No. 10357-66021. A copy of the Complaint is attached as Exhibit 6. In their Complaint, Complainants gave no narrative explanation of the facts but appended attachments referring to a foreign wiring situation.

10. On December 16, 2009, PECO filed Answer and New Matter as well as Preliminary Objections based on insufficiency of the complaint. Complainants did not file a response.

11. On January 25, 2010, the ALJ granted the Preliminary Objections by Order, notifying Complainants that they must file an amended Complaint within ten days or the Complaint would be dismissed. Complainants did not file an amended Complaint. The ALJ also noted that Complainants must retain counsel because Merritt Remax LLC is a commercial customer.<sup>1</sup>

12. On February 26, 2010, the ALJ issued the Initial Decision, dismissing Complainants' Complaint.

13. On March 10, 2010, Complainants filed Exceptions to the Initial Decision.

14. On May 6, 2010, the Commission issued an Opinion and Order granting Complainants' Exceptions and reversing the Initial Decision dismissing Complainants' Complaint.

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<sup>1</sup> Because Merritt LLC Remax is a commercial customer, Complainants are required to be represented by counsel in adversarial proceedings before the Commission. The proceedings become adversarial at the time when respondent files an Answer. A Complaint filed by a corporation will be dismissed for failure to be represented by an attorney in an adversarial proceeding. 52 Pa. Code §1.8; 1.21-§ 1.23; *In Re: Checker Cab*, 49 Pa. P.U.C. 159, 160 (1975), *Moore v. I. Berman and Cross, Inc.*, Pa. P.U.C. 427, 428 (1975). Accordingly, PECO requests that the Commission establish a date certain by which Complainants are required to have an attorney enter an appearance in this matter.

**II. Complainants' claim that PECO never provided proof of foreign wiring is without merit.**

15. As an initial matter, PECO did not initiate this proceeding. Accordingly, PECO does not bear the burden of proof in establishing that there was foreign wiring. Instead, Complainants have the burden of proof in establishing by a preponderance of the evidence that foreign load did not exist at the property.

16. As the proponents of a rule or order, Complainants bear the burden of proof pursuant to 66 Pa. C.S. § 332(a), which provides that the party seeking a rule or order from the Commission has the burden of proof in that proceeding. It is axiomatic that “[a] litigant’s burden of proof before administrative tribunals as well as before most civil proceedings is satisfied by establishing a preponderance of evidence which is substantial and legally credible.” *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm’n*, 578 A.2d 600, 602 (Pa. Commw. Ct. 1990). Namely, Complainants must prove that foreign load did not exist at the property.

17. The record shows that Complainants have failed to carry their burden.

18. Even assuming *arguendo* that Complainants did not bear the burden of proof, their contention that PECO failed to produce any evidence of foreign wiring is false because, as stated above, *see supra* ¶¶ 3-4, PECO confirmed the existence of foreign wiring at the service address on April 1, 2009 and sent a letter notifying Complainants of the foreign load conditions on April 2, 2009. Complainant must hire an electrician to address the wiring conditions. Indeed, PECO records confirm that Complainants have yet to correct the foreign wiring at the service address to date. A new tenant has since moved into the unit and filed a high bill complaint. Given that Complainants’ have steadfastly refused to comply with the Commission order, and regulations requiring Complainant’s to rectify the foreign load conditions at the service address,

Complainant is responsible for any and all charges incurred at the service address beginning April 1, 2010, including those charges incurred by the current tenant.

19. Therefore, Complainants' claim that PECO never provided proof of foreign load is without merit.

**III. Complainants' claim that they should not be responsible for the final bill at the property is legally insufficient because Pennsylvania law requires PECO to transfer the tenant's account to the landlords' names upon discovery of foreign wiring.**

20. Under Pennsylvania law, upon discovering foreign load, a public utility is required to list the account, including any arrearages, in the name of the landlords. *See* 66 Pa. C.S. §§ 1529.1(a), (c); *Santos v. Metro. Edison Co.*, No. C-00967757 (Pa. P.U.C. Aug. 7, 1997), *reaff'd* in *Ace Check Cashing, Inc v. Phila. Gas Works*, Final Order issued May 21, 2010. The landlords are responsible for paying the utility bills until the foreign load is corrected. *Id.* Once corrected by the landlords and verified by the utility, the utility will place the account back in the name of the tenant and the arrearage, if any, will remain with the landlords. *Id.* Any dispute regarding the financial responsibilities of the parties is a matter to be resolved in the Court of Common Pleas and outside this Commission's jurisdiction. *Id.*

21. The law specifically requires billing to be placed in the landlords' names as soon as it is discovered; it does not give any time provision to let landlords make repairs before billing is transferred.

22. The law also requires landlords to pay all arrearages and future bills for service to the tenant's premises until the foreign load is removed.

23. Based on PECO records, Complainants have yet to rectify the foreign wiring conditions at the service address to date. Instead, Complainants make uncorroborated allegations

that there was never any foreign wiring at the service address. Complainants' plea for relief is based on their view that the law should be different than what it is.

**WHEREFORE**, PECO requests that Complainants' claims regarding foreign wiring be dismissed as without merit and/or legally insufficient. Therefore, Complainants' case should be dismissed in its entirety.

Respectfully Submitted,



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Tishekia Williams  
Counsel for PECO Energy Company  
2301 Market Street, S23-1  
P.O. Box 8699  
Philadelphia, PA 19101-8699  
(215) 841-6841  
Fax: 215.568.3389  
tishekia.williams@exeloncorp.com

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Exhibit 1

HIGH BILL REPORT-RESIDENTIAL SERVICE

1. LAST BILLED READING VERIFIED:

YES  NO  NO ACCESS

2. DROPPED LOAD AND IDLED METER

YES  NO  DECLINED

3. PASSING LOAD TEST PERFORMED:

ELECTRIC:  YES  NO  DECLINED

APPLIANCE USED: \_\_\_\_\_

KH: \_\_\_\_\_ No. of Seconds: \_\_\_\_\_

CLOCKED: \_\_\_\_\_ OF \_\_\_\_\_ (watts)

GAS:  YES  NO  DECLINED

APPLIANCE USED: \_\_\_\_\_

Fl Dial: \_\_\_\_\_ No. of Seconds: \_\_\_\_\_

CLOCKED: \_\_\_\_\_ OF \_\_\_\_\_ (btu's)

4. FOREIGN WIRING/FOREIGN PIPING FOUND:

YES  NO  NO ACCESS

DETAILS: Flw from 2nd Fl to 1st Fl service - 2nd Fl hallway light

5. METER MIX-UP FOUND:  YES  NO  NO ACCESS

METER NUMBER	READING	ABLISTED	SEARCHED
			JUL 30 2010
			PA PUBLIC UTILITY COMMISSION - SECRETARY'S BUREAU

ADDITIONAL REPORT: No Flw found from 1st Fl apt to 2nd Fl service - checked all outlets - lights + elec Blights - found 2 EWH's here - one for each floor, wired to each brkr box correctly - Flw found from 2nd Fl hallway light to 1st Fl service - 1st Fl is INACTIVE

1st Fl mtr # 032672064 disc not rotating due to pot latch open - removed mtr + installed new mtr # 332225928 - Left disc rot under load - INAC 1st Fl Acct, to go in owner's name due to Flw - 1st Fl occupant states she called PECO awhile ago to apply for service - she has been here for approx 1 year - Both Tennants

1) 1st new mtr # 332225928 - Adj - 0000 on 1st Fl U/S Work - 2) Process connect for owner at 1st Fl Acct

3) Send Flw letter to owner

owner is Remax Specialist, Robert Merritt (215-548-1200) → Merrill LLC Remax # 34944-83021

ORAL UTILITY REPORT

NAME: Denae S Cobb ADDRESS: 238 Collom St 2nd Fl

ACCOUNT NUMBER: 07261-73119 MAILING: \_\_\_\_\_

DISPUTES THE FOLLOWING: Flw

58.152(1) PECO Energy's POSITION ON THIS DISPUTE IS: SEE REPORT

58.152(2) Termination of service will not take place during any informal or Formal Complaint proceedings, provided you pay the undisputed portion of bills as they become due.

58.152(3) If you do not agree with this report you have ten days from today for filing an informal complaint with the Pennsylvania Public Utility Commission.

58.152(4) The closest company location is 2301 Market St. Philadelphia. Give address, authorized payment location. Payments may be mailed to P.O. Box 13438, Phila.: PA 19101; You may obtain additional information by writing to P.O. Box 13778, Phila.: PA 19101; or by calling us at 1-800-494-4000

58.152(5) An Informal Complaint may be filed with the PUC by calling 1-800-782-1110, or by writing to P.O. Box 3265, Harrisburg, PA 17120. The following information must be included in your complaint:

- The name of the customer
- The address of the customer, and if different, the address at which service is provided.
- The account number of the customer, if applicable.
- The name of the utility.
- A brief statement of the dispute.
- Whether the dispute formerly has been the subject of a utility company investigation and report.
- Whether the dispute formerly has been the subject of a PUC informal or formal complaint.
- The date, if any, of proposed termination.
- The relief sought.

58.152(7) Your open balance is now \$ \_\_\_\_\_ and will become delinquent on \_\_\_\_\_ unless a Payment Agreement is entered into, or an Informal Complaint is filed with the Commission. (Note: The date must be the later of 16 days from today, or the actual due date of the bill.)

The current bill in the amount of \$ \_\_\_\_\_ is due.

The past due amount of \$ \_\_\_\_\_ will become delinquent on \_\_\_\_\_

Payment arrangements are: \_\_\_\_\_

By: \_\_\_\_\_ Remains filed: \_\_\_\_\_  
( ) Customer Requested Written Report

Date: \_\_\_\_\_ Mailed on: \_\_\_\_\_

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INVESTIGATOR: Eur M

DATE OF INVESTIGATION: 4/1/09

Exhibit 2



PECO Energy Company  
2301 Market Street  
2N - High Bill  
Philadelphia, PA 19101

www.exeloncorp.com

April 2, 2009

Merritt LLC Remax  
2021 Stenton Ave.  
Philadelphia, Pa 19138

RE: 238 Collom St.  
1<sup>st</sup> floor  
Philadelphia, Pa 19144

Dear Sir:

On 4-1-09 a PECO field technician visited the above referenced property in response to a high bill complaint. The technician found that 2<sup>nd</sup> floor hallway lights are connected to the 1<sup>st</sup> floor electric service. This is known as foreign wiring. Please have your electrician check for any additional foreign wiring that may not have been detected at the time of the field visit.

When PECO identifies foreign wiring, Pennsylvania State Law requires the electric service and any existing balance to be transferred into the name of the landlord, until the wiring is properly separated.

*Please be advised that the electric service and the balance for the accounts in question will be transferred into your name effective immediately. The service can only go back into your tenants name if you have your electrician separate the wiring for each apartment.*

If you have completed the repairs, or have any questions regarding this matter, please telephone 1-215-841-6594.

Cordially,

Eric Riley  
High Bill Field

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Exhibit 3

\*\*1<sup>ST</sup> ACCOUNT

PECO Account Activity Statement

Date: 11/25/09  
Page: 1 of 1

\*\*\* Account Information \*\*\*

Account Number: 10357-66021  
Account Status: Final  
Requested By:  
  
(215)548-1200 Extension:  
  
Mail To: MERRITT LLC REMAX  
2021 STENTON AVE  
PHILADELPHIA PA 19138

\*\*\* Current Account Status \*\*\*

Current Bill: \$0.00  
Billed Prior: \$0.00  
Balance Due: \$0.00  
Service Address:  
238 COLLOM ST  
1ST FL  
PHILADELPHIA PA 19144  
  
Credit Amount: \$0.00  
Deposit Requested: \$0.00  
Deposit On-Hand: \$0.00  
  
Rate: Electric Residential Heating Service

DATE	CHARGE TYPE	BILLING PERIOD	READ	METER #	CHARGE AMOUNT	CREDIT AMOUNT	TOTAL BILL	BALANCE FORWARD	DUE DATE	KWH
04/28/09	ELECTRIC SERVICE	04/01/09 04/27/09	46351	032672064	\$183.02					
04/28/09	ELE-ADDITIONAL METER		1820	332225928						
04/28/09	CONNECTION CHARGE - STANDARD				\$6.00					
04/28/09	Regular Bill						\$189.02		05/20	1820
05/27/09	Late Payment Charge				\$2.75					
05/28/09	ELECTRIC SERVICE	04/27/09 05/27/09	3026	332225928	\$138.17					
05/28/09	Regular Bill						\$329.94	\$191.77	06/19	1206
06/24/09	Late Payment Charge				\$4.82					
06/26/09	ELECTRIC SERVICE	05/27/09 06/25/09	3747	332225928	\$116.45					
06/26/09	Regular Bill						\$451.21	\$334.76	07/20	721
07/27/09	Late Payment Charge				\$6.57					
07/28/09	ELECTRIC SERVICE	06/25/09 07/27/09	4334	332225928	\$93.95					
07/28/09	Regular Bill						\$551.73	\$457.78	08/19	587
08/25/09	Late Payment Charge				\$7.98					
08/26/09	ELECTRIC SERVICE	07/27/09 08/25/09	5170	332225928	\$135.98					
08/26/09	Regular Bill						\$695.69	\$559.71	09/17	836
09/08/09	ELECTRIC SERVICE	08/25/09 09/04/09	5170	332225928	\$1.76					
09/08/09	Regular Bill						\$697.45	\$551.73	09/30	
10/05/09	Transfer									

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SECRETARY'S BUREAU

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Exhibit 4

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

ACCOUNT #2

PECO Account Activity Statement

Date: 11/25/09

Page: 1 of 2

\*\*\* Account Information \*\*\*

Account Number: 34944-83021  
Account Status: Active  
Requested By: MERRITT LLC REMAX  
(215)548-1200 Extension:  
Mail To: MERRITT LLC REMAX  
2021 STENTON AVE  
PHILADELPHIA PA 19138

\*\*\* Current Account Status \*\*\*

Current Bill: \$52.10  
Billed Prior: \$697.20  
Balance Due: \$749.30  
Service Address:  
2021 STENTON AV  
1ST FL  
PHILADELPHIA PA 19138  
Credit Amount: \$0.00  
Deposit Requested: \$0.00  
Deposit On-Hand: \$0.00  
Rate: Electric Residential Service

DATE	CHARGE TYPE	BILLING PERIOD	READ	METER #	CHARGE AMOUNT	CREDIT AMOUNT	TOTAL BILL	BALANCE FORWARD	DUE DATE	KWH
12/03/07	Payment					\$112.33				
12/07/07	ELECTRIC SERVICE	11/05/07 12/06/07	24288	080783417	\$61.71		\$61.71		12/31	382
12/07/07	Regular Bill									
01/07/08	Payment					\$61.71				
01/11/08	ELECTRIC SERVICE	12/06/07 01/10/08	24777	080783417	\$77.57		\$77.57		02/04	489
01/11/08	Regular Bill									
02/04/08	Payment					\$77.57				
02/11/08	ELECTRIC SERVICE	01/10/08 02/10/08	25206	080783417	\$68.02		\$68.02		03/03	429
02/11/08	Regular Bill									
02/28/08	Payment					\$68.02				
03/11/08	ELECTRIC SERVICE	02/10/08 03/10/08	25602	080783417	\$63.18		\$63.18		04/02	396
03/11/08	Regular Bill									
03/27/08	Payment					\$63.18				
04/09/08	ELECTRIC SERVICE	03/10/08 04/08/08	25948	080783417	\$55.84		\$55.84		05/01	346
04/09/08	Regular Bill									
05/02/08	Payment					\$55.84				
05/08/08	ELECTRIC SERVICE	04/08/08 05/07/08	26160	080783417	\$36.18		\$36.18		05/30	212
05/08/08	Regular Bill									
06/04/08	Late Payment Charge				\$0.54					
06/09/08	ELECTRIC SERVICE	05/07/08 06/08/08	26493	080783417	\$53.92		\$90.64	\$36.72	07/01	333
06/09/08	Regular Bill									
06/10/08	Payment					\$36.18				
07/02/08	Payment					\$53.92				
07/08/08	Late Payment Charge				\$0.01					
07/10/08	ELECTRIC SERVICE	06/08/08 07/09/08	26938	080783417	\$70.38		\$70.93	\$0.55	08/01	445
07/10/08	Regular Bill									
08/01/08	Payment					\$70.93				
08/08/08	ELECTRIC SERVICE	07/09/08 08/07/08	27422	080783417	\$76.10		\$76.10		09/02	484
08/08/08	Regular Bill									
09/09/08	Payment					\$76.10				
09/09/08	ELECTRIC SERVICE	08/07/08 09/08/08	27884	080783417	\$72.87		\$72.87		10/01	462
09/09/08	Regular Bill									
10/07/08	Late Payment Charge				\$1.09					
10/08/08	ELECTRIC SERVICE	09/08/08 10/07/08	28309	080783417	\$67.44		\$141.40	\$73.96	10/30	425
10/08/08	Regular Bill									
10/21/08	Payment					\$141.40				

11/06/08	ELECTRIC SERVICE	10/07/08	11/05/08	28560	080783417	\$41.90					
11/06/08	Regular Bill							\$41.90	12/01	251	
11/11/08	Payment						\$72.87				
12/09/08	Payment						\$41.90				
12/09/08	ELECTRIC SERVICE	11/05/08	12/08/08	28981	080783417	\$66.85					
12/09/08	Regular Bill							\$-6.02	12/31	421	
01/12/09	ELECTRIC SERVICE	12/08/08	01/11/09	29388	080783417	\$64.79					
01/12/09	Regular Bill							\$58.77	02/03	407	
02/10/09	Late Payment Charge					\$0.88					
02/11/09	ELECTRIC SERVICE	01/11/09	02/10/09	29780	080783417	\$63.32					
02/11/09	Regular Bill							\$122.97	\$59.65	03/05	392
03/10/09	Payment						\$122.97				
03/12/09	ELECTRIC SERVICE	02/10/09	03/11/09	30112	080783417	\$54.40					
03/12/09	Regular Bill							\$54.40	04/03	332	
04/08/09	Late Payment Charge					\$0.82					
04/10/09	ELECTRIC SERVICE	03/11/09	04/09/09	30395	080783417	\$47.14					
04/10/09	Regular Bill							\$102.36	\$55.22	05/04	283
05/11/09	ELECTRIC SERVICE	04/09/09	05/09/09	30629	080783417	\$39.87					
05/11/09	Late Payment Charge					\$1.53					
05/11/09	Regular Bill							\$143.76	\$103.89	06/02	234
06/03/09	Payment						\$144.00				
06/10/09	ELECTRIC SERVICE	05/09/09	06/09/09	30835	080783417	\$35.72					
06/10/09	Regular Bill							\$35.48	07/02	206	
06/17/09	Payment						\$35.48				
07/10/09	ELECTRIC SERVICE	06/09/09	07/09/09	31145	080783417	\$51.27					
07/10/09	Regular Bill							\$51.27	08/03	310	
08/04/09	Payment						\$51.27				
08/10/09	ELECTRIC SERVICE	07/09/09	08/09/09	31518	080783417	\$60.61					
08/10/09	Regular Bill							\$60.61	09/01	373	
09/03/09	Payment						\$61.00				
09/09/09	ELECTRIC SERVICE	08/09/09	09/08/09	31866	080783417	\$56.91					
09/09/09	Regular Bill							\$56.52	10/01	348	
10/05/09	Transfer Debit (238 Collom -1 <sup>st</sup> Fl)					\$697.45					
10/06/09	Late Payment Charge					\$0.85					
10/08/09	ELECTRIC SERVICE	09/08/09	10/07/09	32116	080783417	\$42.38					
10/08/09	Regular Bill							\$797.20	\$754.82	10/30	250
10/19/09	Payment						\$100.00				
11/04/09	Late Payment Charge					\$10.03					
11/06/09	ELECTRIC SERVICE	10/07/09	11/05/09	32364	080783417	\$42.07					
11/06/09	Regular Bill							\$749.30	\$707.23	11/30	248

Exhibit 5

POST FOREIGN WIRING

PECO Account Activity Statement

Date: 11/25/09

Page: 1 of 1

\*\*\* Account Information \*\*\*

Account Number: 10357-66030  
 Account Status: Active  
 Requested By: MERRITT LLC REMAX  
 (215)548-1200 Extension:

Mail To: MERRITT LLC REMAX  
 2021 STENTON AVE  
 PHILA PA 19138

\*\*\* Current Account Status \*\*\*

Current Bill: \$8.98  
 Billed Prior: \$45.32  
 Balance Due: \$54.30  
 Service Address: 238 COLLOM ST  
 1ST FL PHILADELPHIA PA 19144

Credit Amount: \$0.00  
 Deposit Requested: \$0.00  
 Deposit On-Hand: \$0.00

Meter Bill Grp: 19  
 Rate: Electric Residential Heating Service

DATE	CHARGE TYPE	BILLING PERIOD	READ	METER #	CHARGE AMOUNT	CREDIT AMOUNT	TOTAL BIL	BALANCE FORWARD	DUE DATE	KWH
10/26/09	ELECTRIC SERVICE	09/28/09 10/25/09	5400	332225928	\$39.32					
10/26/09	CONNECTION CHARGE - STANDARD				\$6.00					
10/26/09	Regular Bill						\$45.32		11/17	230
11/24/09	ELECTRIC SERVICE	10/25/09 11/23/09	5425	332225928	\$8.98					
11/24/09	Regular Bill						\$54.30	\$45.32	12/16	25

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PENNSYLVANIA PUBLIC UTILITY COMMISSION

Formal Complaint Form

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JUL 30 2010

PECO Exhibit

6

Please print in ink or type.

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SECRETARY'S BUREAU

1. CUSTOMER (COMPLAINANT) INFORMATION

Your name, mailing address, county, telephone number, utility account number and service address:

Name Cecelia Merritt

Street/P.O. Box 2021 W. Stentow Apt #

City Phila. State Pa Zip 19138

County Phila

Daytime Telephone Number Where We Can Contact You: (215) 327-4888

E-mail Address (optional): Cec.merritt@verizon.net

Utility Account Number 10357-66021  
(from your bill)

If your complaint involves utility service provided to a different address than your mailing address, please list this information below.

Name Robert Merritt

Street/P.O. Box 238 E. Collom Street

City Phila State Pa Zip 19144

2. FULL NAME OF UTILITY COMPANY (RESPONDENT):

PECO Energy

3. TYPE OF UTILITY (check one)

- ELECTRIC
- GAS
- WATER

- STEAM HEAT
- WASTE WATER
- MOTOR CARRIER  
(e.g., taxi, moving company, limousine)

TELEPHONE  
(local, long distance)

RECEIVED  
2009 NOV 20 AM 11:13  
PA P.U.C.  
SECRETARY'S BUREAU

4. **COMPLAINT** (check one)

**A. In general, what is your complaint?**

- I want to oppose the company's proposed rate increase.
- There are incorrect charges on my bill.
- There is a reliability, safety or quality problem with my utility service.
- I received a notice that my utility service is being terminated.
- I would like a payment agreement.
- Other (explain).

**B. State the facts of your complaint.**

Include any specific dates, times or places that may be important. If the complaint is about a bill, tell us about any charges that you believe are not correct. Use additional paper if you need more space. Provide copies of all relevant documents you believe will support your complaint.

5. **RELIEF**

How do you want your complaint to be resolved? Use additional paper if you need more space.

6. **PROTECTION FROM ABUSE**

Answer the following 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 billing problem, 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

7. **PRIOR UTILITY CONTACT**

Answer the following question only if you are a residential customer and your complaint is against an electric distribution utility, natural gas distribution utility or a water distribution utility.

Have you spoken to a utility company representative about this complaint?

YES (includes appeals of BCS determinations)

NO

If you tried to, but could not speak to a utility company representative about your complaint, please explain why.

8. **LEGAL REPRESENTATION (IF ANY)**

If you are represented by a lawyer **in this matter** you must provide your lawyer's name, address, telephone number, and e-mail address, if known.

Lawyer's Name \_\_\_\_\_

Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Area Code/Phone Number \_\_\_\_\_

E-mail Address (If Known) \_\_\_\_\_

9. **VERIFICATION AND SIGNATURE**

You must print or type your name below on the line provided for the verification paragraph, and you must sign and date (in ink) this form on the lines provided.

Verification: I, Robert Merritt & Coelia Merritt 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).

[Signature] \_\_\_\_\_ 11/10/09  
 (Signature) (Date)

owner  
 Title of authorized employee or officer

10. **FILING**

Please return the completed form to one of the addresses listed below:

If using U.S. Postal Service:

If using overnight delivery service:

Secretary Pennsylvania Public Utility Commission P.O. Box 3265 Harrisburg, PA 17105-3265	Secretary Pennsylvania Public Utility Commission 400 North Street Commonwealth Keystone Building, 2 <sup>nd</sup> Floor Harrisburg, Pennsylvania 17120
---	--

Facsimiles and/or electronic filings of the complaint 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 complaint for your records.

PECO  
Customer Insights  
2301 Market Street, N5-1  
Philadelphia, PA 19101-8599

www.exeloncorp.com

RECEIVED PECO®

JUL 30 2010

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

Date: 9/24/09

**UTILITY COMPANY REPORT**  
**Reporte De La Compania Utilidades**

<b>Name:</b> MERRITT LLC REMAX
<b>Service Address:</b> 238 COLLOM ST, 1ST FL PHILADELPHIA PA 19144
<b>Post Office:</b> PHILADELPHIA PA 19138
<b>Account Number:</b> 10357-66021

<b>Phone Home:</b> 215-548-1200	<b>Phone Work:</b>
<b>Mailing Address:</b> 2021 STENTON AVE PHILADELPHIA PA 19138	

**Problem As You Described It:**

*You contacted our call center on 08/31/09 indicating your bills were too high.*

**Our Response:**

Dear MERRITT LLC REMAX:

Thank you for your recent inquiry.

I telephoned the above number on 09/22/09 in the am also on 09/23/09 in the pm. Unfortunately there was no answer. A letter was sent to you on 09/02/09 asking you to contact me. This balance is based on foreign wiring found at the property in April 2009. This balance is the responsibility of the owner when foreign wiring is found.

In answering the dispute we must provide you with the information necessary for you to make a decision on whether you need to proceed further with this matter.

To date, all of my attempts to contact you have been unsuccessful.

The balance due on your account is \$697.45 as of 09/24/09. The amount due by 10/13/09 to avoid delinquency is \$697.45.

The investigation is being closed at this time. If you have any further questions or would like to make payment arrangements, please contact me at 215 841 4230 or 1 800 494 4000.

We at PECO want you to be completely satisfied.

Cordially,  
John J Vizza  
Customer Relations



PECO  
Customer Insights  
2301 Market Street, N5-1  
Philadelphia, PA 19101-8699

[www.exeloncorp.com](http://www.exeloncorp.com)

## UTILITY COMPANY REPORT

### To file a Complaint

If you do not agree with this report you may file a Complaint with the Public Utility Commission (PUC). You may file a complaint by calling the PUC at 1-800-782-1110 or by writing to the following address:

Pennsylvania Public Utility Commission  
P. O. Box 3265  
Harrisburg PA 17105-3265

To protect your rights your complaint should be filed within 10 days of the date on this report and should include the following information:

1. Your name.
2. Your address.
3. The address where this service is being used.
4. Your account number.
5. Our name, PECO Energy Company.
6. A brief statement of the problem.
7. Whether a Complaint about this problem was filed with the PUC before.
8. Whether the problem was investigated and reported by us on or before the shut-off date, if any.
9. How you would like the problem to be solved.

If you file a complaint and do the things the PUC tells you to do, we will not shut off your service while they are handling your complaint.

### PECO ENERGY COMPANY

If you need to talk to us, please call 1-800-494-4000, between 7:00 a.m. and 6:00 p.m., Monday through Friday, and between 9:00 a.m. and 1:00 p.m. on Saturday.

PECO Energy Company's Business Office hours are Monday through Friday, from 8:30 a.m. to 5:00 p.m. Our Business Office is located at:

2301 Market Street, Philadelphia, PA 19101



PECO  
Customer Insights  
2301 Market Street, N5-1  
Philadelphia, PA 19101-8699

www.exeloncorp.com

September 2, 2009

MERRITT LLC REMAX  
2021 STENTON AVE  
PHILADELPHIA PA 19138

RE: 238 COLLOM ST, 1ST FL PHILADELPHIA PA 19144

Account Number: 10357-66021

Dear MERRITT LLC REMAX:

You had a question about your account. We have informed you in April of 2009 per our field appointment that there was foreign wiring at this property and the service was put in your name at the time. To this date it was never fixed. Therefore the service has remained in your name. Please call us as soon as possible at 215 841 4230.

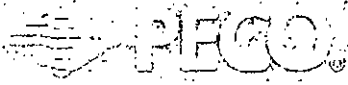
Cordially,  
John J Vizza  
Customer Relations

**Este es un mensaje muy importante. Si usted no lo entiende, favor de llamar al número de teléfono que aparece en este documento.**

**CONFIDENTIAL/PROPRIETARY  
MATERIAL FOLLOWS:**

**NO SCANNED IMAGE AVAILABLE**

**ACTUAL DOCUMENT IN  
CONFIDENTIAL FILE FOLDER**



PECO Energy Services, Inc. 1000 Locust St. Philadelphia, PA 19101-1000  
1-800-494-4000

Page 1

Name: MERRITT LLC REMAX  
Service Address: 238 COLLOM ST, 1ST FL, PHILADELPHIA  
Phone Number: 215-548-1200  
Account Number: 10357-66021  
Issue Date: 08/26/2009

RECEIVED

JUL 30 2010

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

General Information

Next scheduled meter reading: **September 25, 2009**  
**Payment Information:** PECO Energy, 2301 Market St, Philadelphia, PA, 19101, walk-in business hours Monday through Friday 8:30AM to 5:00PM. For additional payment options, go to [www.peco.com/ehome](http://www.peco.com/ehome). If you have any questions or concerns, please call 1-800-494-4000 before the due date.  
To pay by phone, call 1-877-432-9384. (A convenience fee will apply.)  
Si tiene alguna pregunta, favor de llamar al numero 1-800-494-4000 antes de la fecha de vencimiento.

Meter Information

Read Date	Meter Number	Load Type	Reading Type	Meter Reading Previous	Meter Reading Present	Diff	Mult X	Usage
08/25	332225928	General Service	Tot kWh	4334 ACT	5170 ACT	836	1	836
Total kWh Used .....836								

Current Period

Electric Residential Heating Service

Service 07/27/2009 to 08/25/2009 - 29 Days

Customer charge				\$5.31
Generation Charges	500 kWh	X	\$0.06850	34.25
Generation Charges	336 kWh	X	0.07670	25.77
Transmission Charges	500 kWh	X	0.00560	2.80
Transmission Charges	336 kWh	X	0.00650	2.18
Distribution Charges	500 kWh	X	0.04590	22.95
Distribution Charges	336 kWh	X	0.05310	17.84
Transition Charges	500 kWh	X	0.02840	14.20
Transition Charges	336 kWh	X	0.03300	11.09
State Tax Adjustment				-0.41
<b>Total current charges</b>				<b>\$135.98</b>

When paying in person, please bring the entire bill.

Return only this portion with your check made payable to PECO. Please write your account number on your check.



- Check here to enroll in Power Pay automatic account debit and complete form on reverse side.
- Check here to pledge a donation to MEAF and complete form on reverse side.

To pay by phone call 1-877-432-9384.  
A convenience fee will apply.

10357 6602 10000 0000

21149 1 AT 0.357 2114902114904884 008 01 GX97Z3 123 08272009  
MERRITT LLC REMAX  
2021 STENTON AVE  
PHILADELPHIA PA 19138-3027

Account Number 10357-66021 Payment Receipt Start



Payment Amount

PECO ENERGY - PAYMENT PROCESSING  
PO BOX 37629  
PHILADELPHIA, PA 19101

Please pay this amount by 09/17/2009 **\$695.69**

00000135780000053159



103576602100006956992600695693



COMMONWEALTH OF PENNSYLVANIA  
THE PHILADELPHIA MUNICIPAL COURT  
34 South 11th Street • Philadelphia, PA 19107

Louis J. Presentza, *President Judge*

**LANDLORD AND TENANT COMPLAINT**

Claim No. LT - 09-07-27- 6149

**ROBERT MERRITT**  
2021 W. STENTON AVE  
PHILA. PA. 19138

*Plaintiff*

TYPIS: pm104	APPROVED PM104	COURT COST \$ 86.50
JANE JOHNSON & ALL OCC. 238 COLLOM STREET PHILA. PA. 19144		

*Defendant*

238 COLLOM ST. PHILA. PA. 19144

- I. Plaintiff says that he/she owns the real property located at \_\_\_\_\_, and that on 11/01/2007, the premises were leased to the defendant or to JANE JOHNSON, through whom the defendant claims, under the terms of  a written lease,  a lost lease, or  an oral lease, for a term of MONTH TO MONTH commencing on 11/01/2007.
- II. The Plaintiff had complied with the requirements of Title 7 Chapter 7 of the Philadelphia Code.  The required copy of the Residential Rental License is attached, or  registration is not required because the entire building is used only for commercial purposes.
- III. Possession is demanded on the basis of: (check as many as are applicable)
- A.  Non-payment of rent. The within-named defendant has been, and is presently in possession of the said property. The rent presently due and unpaid is as follows:

YEAR	MONTH	AMOUNT	YEAR	MONTH	AMOUNT	
AUG. 2008	-	JULY 2009	RENT:		\$5,500.00	Plus Physical Damages \$
						Plus Other \$ LATE FEES: \$1,265.00 (specify)
						TOTAL \$ 6,765.00

plus ongoing rent in the amount of \$ 500.00 a month from AUG. 1 2009 to date of hearing.

- B.  Termination of the term which ended on AUG. 24 2009 (Date)
- C.  Breach of a condition of the lease creating a nuisance, committing waste, or causing the premises to be in violation of the Philadelphia Code.
- V. The subject premises  is  is not unfit.  
There  are  are not outstanding notices of L & I violations.
- V. Notice to vacate the premises by AUG. 24 2009 was given on JULY 24 2009  
or  notice is waived in the lease. The defendant retains the real property and refuses to give up the same.

COUNSEL FOR PLAINTIFF/ATTY. I.D. NO., NAME & ADDRESS	ZIP CODE	PHONE
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COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA ss:

I, \_\_\_\_\_, depose and say that the facts set forth in this complaint are true and correct and acknowledge that I am subject to the penalties of 18 P.S. 4904 relating to Unsworn Falsification to Authorities.

Signature - Landlord  
Date 7/24/09

**SUMMONS** to the defendant: You are hereby ordered to appear at a hearing scheduled as follows:

**CITACION** - Al Demandado: Por la presente, usted esta dirigido a presentarse a la siguiente vista en:

LOCATION (Sitio) Courtroom 4 - <u>B</u> Fourth Floor, 34 South 11th Street	DATE (Fecha) <b>AUGUST 25 2009</b>	TIME (Hora) <b>12:45 PM</b>
--	---------------------------------------	--------------------------------

**IMPORTANT NOTICE TO THE DEFENDANT**

You have been sued in court. If you wish to defend against the claims set forth, you must appear at the date, time and place as shown. You are warned that if you fail to appear, the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

THE MUNICIPAL COURT COMPLIES WITH THE AMERICANS WITH DISABILITIES ACT, WHICH REQUIRES THAT ALL COURT SERVICES AND FACILITIES BE ACCESSIBLE TO PERSONS WITH DISABILITIES ON AN EQUAL BASIS TO THOSE WITHOUT DISABILITIES IF YOU HAVE A DISABILITY, AND REQUIRE REASONABLE ACCOMMODATIONS TO FILE A CLAIM, PARTICIPATE IN A MUNICIPAL COURT PROCEEDING, OR USE ANY SERVICE PROVIDED BY THE COURT, PLEASE CALL 686-7986. REQUESTS FOR REASONABLE ACCOMMODATIONS MUST BE MADE AT LEAST THREE BUSINESS DAYS BEFORE ANY HEARING, OR WITHIN THREE BUSINESS DAYS AFTER SERVICE (DELIVERY) OF THE NOTICE OF HEARING, WHICHEVER IS LATER.

**NOTA IMPORTANTE PARA EL ACUSADO**

Usted ha sido demandado en corte. Si usted desea defenderse contra las quejas que aparecen en contra suya debe usted apelar el día, la hora y sitio que se senalo. Usted esta advertido que si no comparece, el caso puede continuar sin su presencia y una querrela puede ser puesta en contra suya por la corte sin ninguna notificación, por dinero reclamado, o por alguna otra queja requerida por el demandante. Usted puede perder dinero, propiedad u otros derechos importantes para usted.

LA CORTE MUNICIPAL CUMPLE CON EL DECRETO DE AMERICANOS INCAPACITADOS (AMERICANS WITH DISABILITIES ACT). ESTE DECRETO REQUIERE QUE TODOS LOS SERVICIOS Y FACILIDADES DE CORTE SEAN ACCESIBLE A PERSONAS INCAPACITADAS, AL IGUAL QUE PERSONAS NO INCAPACITADAS. SE USTED ESTE INCAPACITADO Y NECESITA ACOMODACIONES RAZONABLES, PARA PODER RADICAR UNA DEMANDA, PARTICIPAR EN ALGUN PROCEDIMIENTO O UTILIZAR SERVICIOS EN LA CORTE MUNICIPAL POR FAVOR LLAME AL TELEFONO 686-7986. PARA SOLICITAR ACOMODACIONES RAZONABLES DEBE LLAMAR POR LO MENOS TRES DIAS DE TRABAJO ANTES DE SU AUDIENCIA O CENTRO DE TRES DIAS DESPUES DE RECIBIR SU CITA, SEGUN LO QUE OCURRA PRIMERO.

A.B.

86.50

PHILADELPHIA MUNICIPAL COURT  
ENFORCEMENT OF JUDGMENT OF POSSESSION

1. You have been given judgment for possession effective 8/05/09 and a money judgment in the amount of \$ 7765.00 . If the Court has determined that the lease is residential and the tenant does not vacate after ten (10) days from this date, you may start an eviction process on the eleventh (11th) day by going to Room 580, 5th floor, 34 South 11th Street, Philadelphia, PA, where you may file a Writ of Possession. If the tenth (10th) day falls on a Saturday, Sunday or holiday, you must wait an additional working day. This Writ will notify the tenant that they have eleven (11) days to vacate. The Sheriff or Landlord and Tenant Officer will notify you when the tenant has been served with this notice to peacefully vacate the premises. If the tenant has not vacated eleven (11) days after the service of this notice, return to Room 580, 5th Floor, 34 South 11th Street, Philadelphia, PA, for the issuance of an Alias Writ. The Alias Writ allows the enforcement of an eviction. Take the Alias Writ to the Sheriff or Landlord and Tenant Officer, whomever you have chosen, and it will be served and the tenant evicted.

2. You have been given judgment for possession effective \_\_\_\_\_ and a money judgment in the amount of \$ \_\_\_\_\_. If the Court has determined that the lease is commercial and the tenant does not vacate after fifteen (15) days from this date, you may start an eviction process on the sixteenth (16th) day by going to Room 580, 34 South 11th Street, Philadelphia, PA, where you may file a Writ of Possession. If the fifteenth (15th) day falls on a Saturday, Sunday or holiday, you must wait an additional working day. This Writ will notify the tenant that they have sixteen (16) days to vacate. The Sheriff or Landlord and Tenant Officer will notify you when the tenant has been served with this notice to peacefully vacate the premises. If the tenant has not vacated sixteen (16) days after the service of this notice, return to Room 580, 34 South 11th Street, Philadelphia, PA for the issuance of an Alias Writ. The Alias Writ allows the enforcement of an eviction. Take this Alias Writ to the Sheriff or Landlord and Tenant Officer, whomever you have chosen, and it will be served and the tenant evicted.

3. No personal checks will be accepted in payment of the Writ of Possession or the Alias Writ.

PLEASE BE ADVISED THAT ALL WRITS MUST BE FILED WITHIN 180 DAYS OR YOU WILL BE REQUIRED TO RECOMMENCE THE EVICTION PROCESS.

IMPORTANT NOTICE ABOUT APPEALS

In residential cases, either party has ten (10) days to appeal the decision of the Municipal Court and in nonresidential cases, either party has thirty (30) days to appeal the decision of the Municipal Court to the Court of Common Pleas by filing a Notice of Appeal with the Prothonotary of the Court of Common Pleas, Room 278/280 City Hall. You should first contact the Judgment and Petition Unit at 215-686-7989 to be sure the Court record has been updated. An attested copy of the Notice of Appeal must be served within twenty (20) days on all parties and their counsel, and a copy must be served on the Deputy Court Administrator of the Municipal Court, Room 540, 34 South 11th Street, Philadelphia, PA 19107 at once or the appeal is not perfected.

# Pennsylvania Residential Lease

APARTMENT – CONDOMINIUM – HOUSE

BY THIS AGREEMENT made and entered into on November 1, 2007,  
between Robert Merritt, Sr. herein referred to as Lessor, and  
Jane Johnson herein referred to as Lessee. Lessor  
leases to Lessee the premises situated at 238 E. Collom Street, Apt. #1,  
in the City of Phila. County of Phila.  
State of Pennsylvania, and more particularly described as follows: large efficiency w/new  
bathroom & new kitchen, storage space, yard & porch, wall to wall  
carpet w/refridgerator.

\_\_\_\_\_ together with  
all appurtenances, for a term of xxx years, to commence on 11/1/07  
and to end on 12/1/07 at \_\_\_\_\_ o'clock \_\_\_\_\_ m.

1. Rent. Lessee agrees to pay, without demand, to Lessor as rent for the demised premises the sum of Five Hundred  
00/100 Dollars (\$ 500.00 ) per month in advance on  
the 1st day of each calendar month beginning November 1, 2007  
at RE/MAX Specialists City of Philadelphia  
State of PA or at such other place as Lessor may designate.

2. Form of Payment. Lessee agrees to pay rent each month in the form of one personal check, OR one cashier's check, OR  
one money order made out to RE/MAX Specialists, 2021 Stenton Avenue  
Phila., PA 19138 Attn: C. Merritt

3. Late Payments. For any rent payment not paid by the date due, Lessee shall pay a late fee in the amount of \_\_\_\_\_  
Dollars (\$ 25.00 ).

4. Returned Checks. If, for any reason, a check used by Lessee to pay Lessor is returned without having been paid, Lessee will  
pay a charge of Fifty Dollars (\$ 50.00 ) as additional rent AND  
take whatever other consequences there might be in making a late payment. After the second time a Lessee's check is returned,  
Lessee must thereafter secure a cashier's check or money order for payment of rent.

5. Security Deposit. On execution of this lease, Lessee deposits with Lessor Five Hundred  
Dollars (\$ 500.00 ), receipt of which is acknowledged by Lessor, as security for the faithful performance by Lessee  
of the terms hereof, to be returned to Lessee, without interest except as provided for in the Landlord and Tenant Act of 1951, on  
the full and faithful performance by him of the provisions hereof.

6. Quiet Enjoyment. Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee shall  
peacefully and quietly have, hold, and enjoy the demised premises for the agreed term.

7. Use of Premises. The demised premises shall be used and occupied by Lessee exclusively as a private single family resi-  
dence, and neither the premises nor any part thereof shall be used at any time during the term of this lease by Lessee for the  
purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family  
residence. Lessee shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities  
affecting the cleanliness, occupancy, and preservation of the demised premises, and the sidewalks connected thereto, during  
the term of this lease.

8. Number of Occupants. Lessee agrees that the demised premises shall be occupied by no more than 1 persons, consisting of 1 adults and 0 children under the age of 18 years, without the written consent of Lessor.

9. Condition of Premises. Lessee stipulates that he has examined the demised premises, including the grounds and all buildings and improvements, and that they are, at the time of this lease, in good order, repair, and a safe, clean, and leaseable condition.

10. Keys. Lessee will be given 3 key(s) to the premises and      mailbox key(s). If all keys are not returned to Lessor following termination of lease, Lessee shall be charged Fifty ----- 00/100 Dollars (\$ 50.00 ).

11. Locks. Lessee agrees not to change locks on any door or mailbox without first obtaining Lessor's written permission. Having obtained written permission, Lessee agrees to pay for changing the locks and to provide Lessor with one duplicate key per lock.

12. Lockout. If Lessee becomes locked out of the premises after management's regular stated business hours, Lessee will be required to secure a private locksmith to regain entry at Lessee's sole expense.

13. Parking. Any parking that may be provided is strictly self-park and is at owner's risk. Parking fees are for a license to park only. No bailment or bailee custody is intended. Lessor is not responsible for, nor does Lessor assume any liability for damages caused by fire, theft, casualty or any other cause whatsoever with respect to any car or its contents. Snow removal is the responsibility of the car owner. Any tenant who wishes to rent a parking space or garage must sign a Parking Space or Garage Rental Agreement.

14. Assignment and Subletting. Without the prior written consent of Lessor, Lessee shall not assign this lease, or sublet or grant any concession or license to use the premises or any part thereof. A consent by Lessor to one assignment, subletting, concession, or license shall not be deemed to be a consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of Lessor, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, terminate this lease.

15. Alterations and Improvements. Lessee shall make no alterations to the buildings on the demised premises or construct any building or make other improvements on the demised premises without the prior written consent of Lessor. All alterations, changes, and improvements built, constructed, or placed on the demised premises by Lessee, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the demised premises at the expiration or sooner termination of this lease.

16. Damage to Premises. If the demised premises, or any part thereof, shall be partially damaged by fire or other casualty not due to Lessee's negligence or willful act or that of his employee, family, agent, or visitor, the premises shall be promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the leased premises may have been untenable; but, if the leased premises should be damaged other than by Lessee's negligence or willful act or that of his employee, family, agent, or visitor to the extent that Lessor shall decide not to rebuild or repair, the term of this lease shall end and the rent shall be prorated up to the time of the damage.

17. Dangerous Materials. Lessee shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

18. Utilities. Lessee shall be responsible for arranging for and paying for all utility services required on the premises, except that cold water shall be provided by Lessor.

19. Right of Inspection. Lessor and his agents shall have the right at all reasonable times during the term of this lease and any renewal thereof to enter the demised premises for the purpose of inspecting the premises and all building and improvements thereon.

20. **Maintenance and Repair.** Lessee will, at his sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof. In particular, Lessee shall keep the fixtures in the house or on or about the leased premises in good order and repair; keep the furnace clean; keep the electric bells in order; keep the walks free from dirt and debris; and, at his sole expense, shall make all required repairs to the plumbing, range, heating, apparatus, and electric and gas fixtures whenever damage thereto shall have resulted from Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor. Major maintenance and repair of the leased premises, not due to Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor, shall be the responsibility of Lessor or his assigns. Lessee agrees that no signs shall be placed or painting done on or about the leased premises by Lessee or at his direction without the prior written consent of Lessor.

21. **Pets.** Pets shall not be allowed without the prior written consent of the Lessor. At the time of signing this lease, Lessee shall pay to Lessor, in trust, a deposit of no pets allowed Dollars (\$ xxxxxxx), to be held and disbursed for pet damages to the Premises (if any) as provided by law. This deposit is in addition to any other security deposit stated in this lease. Any Lessee who wishes to keep a pet in the rented unit must sign a Pet Agreement Addendum.

22. **Painting.** Lessor reserves the right to determine when the dwelling will be painted unless there is any law to the contrary.

23. **Insurance.** Lessor has obtained insurance to cover fire damage to the building itself and liability insurance to cover certain personal injuries occurring as a result of property defects or Lessor negligence. Lessor's insurance does not cover Lessee's possessions or Lessee's negligence. Lessee shall obtain a Lessee's insurance policy to cover damage or loss of personal possessions, as well as losses resulting from their negligence.

24. **Display of Signs.** During the last 15 days of this lease, Lessor or his agent shall have the privilege of displaying the usual "For Sale," "For Rent," or "Vacancy" signs on the demised premises and of showing the property to prospective purchasers or lessees.

25. **Rules and Regulations.** Lessor's existing rules and regulations, if any, shall be signed by Lessee, attached to this agreement and incorporated into it. Lessor may adopt other rules and regulations at a later time provided that they have a legitimate purpose, not modify Lessee's rights substantially and not become effective without notice of at least two (2) weeks.

26. **Subordination of Lease.** This lease and Lessee's leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the demised premises by Lessor, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

27. **Holdover by Lessee.** Should Lessee remain in possession of the demised premises with the consent of Lessor after the natural expiration of this lease, a new month-to-month tenancy shall be created between Lessor and Lessee which shall be subject to all the terms and conditions hereof but shall be terminated on 30 days' written notice served by either Lessor or Lessee on the other party.

28. **Notice of Intent to Vacate.** *[This paragraph applies only when this Agreement is or has become a month-to-month Agreement.]* Lessor shall advise Lessee of any changes in terms of tenancy with advance notice of at least 30 days. Changes may include notices of termination, rent adjustments or other reasonable changes in the terms of this Agreement.

29. **Surrender of Premises.** At the expiration of the lease term, Lessee shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements excepted.

30. **Default.** If any default is made in the payment of rent, or any part thereof, at the times hereinbefore specified, or if any default is made in the performance of or compliance with any other term or condition hereof, the lease, at the option of Lessor, shall terminate and be forfeited, and Lessor may re-enter the premises and remove all persons therefrom. Lessee shall be given

written notice of any default or breach, and termination and forfeiture of the lease shall not result if, within 30 days of receipt of such notice, Lessee has corrected the default or breach or has taken action reasonably likely to effect such correction within a reasonable time.

31. **Abandonment.** If at any time during the term of this lease Lessee abandons the demised premises or any part thereof, Lessor may, at his option, enter the demised premises by any means without being liable for any prosecution therefor, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at his discretion, as agent for Lessee, relet the demised premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by Lessor by means of such reletting. If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

32. **Binding Effect.** The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

33. **Radon Gas Disclosure.** As required by law, (Lessor) (Seller) makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Pennsylvania. Additional information regarding radon and radon testing may be obtained from your county public health unit.

34. **Lead Paint Disclosure.** "Every purchaser or lessee of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller or lessor of any interest in residential real estate is required to provide the buyer or lessee with any information on lead-based paint hazards from risk assessments or inspection in the seller or lessor's possession and notify the buyer or lessee of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

35. **Severability.** If any portion of this lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

36. **Governing Law.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the Commonwealth of Pennsylvania.

37. **Other Terms:** a) Tenant further agrees to pay \$25.00 late charge plus \$3.00 per day for each day rent is late. If rent is not received by the 5th day, eviction will be filed.

b) Tenant agrees to pay all legal fees associated with landlord/tenant eviction process.

c) Tenant further agrees to pay all gas and electric accounts. When vacating the premises, all utilities must be paid in full and closed out or security

c) can't - deposit will be forfeited.

d) Tenant further agrees to obtain renter's insurance (optional).

e) Tenant further agrees to pay \$200.00 as a deductible for any repairs made during their term of this lease. This is a fee for minor repairs and maintenance for your rental.

f) Tenant further agrees not to play loud music before 10:00 a.m. and not after 10:00 p.m.

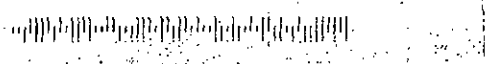
IN WITNESS WHEREOF, the parties have executed this lease the day and year first above written.

Lessor: [Signature] Lessee: [Signature]  
Robert O. Merritt, Sr. Jane Johnson

Lessor: \_\_\_\_\_ Lessee: \_\_\_\_\_

NOTICE: State law establishes rights and obligations for parties to rental agreements. This agreement is required to comply with the Truth in Renting Act or the applicable Lessor/Lessee Statute or code of your state. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.

NOTICE: Contact your local county real estate board for additional forms that may be required to meet your specific needs.



**RE/MAX**  
SPECIALISTS

2021 Stenton Avenue  
Philadelphia, PA 19138  
Office: (215) 548-1200  
Fax: (215) 548-1201

TO: Secretary  
Pennsylvania Public Utility  
Commission  
P.O. Box 3265  
Harrisburg, PA 17105-3265

Each office is independently owned and operated

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

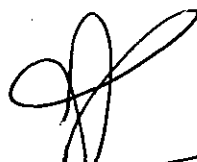
**ROBERT & CECELIA MERRITT**                   :  
  :  
v.   :  
  :  
**PECO ENERGY COMPANY**                   :

**DOCKET NO. C-2009-2142888**

**VERIFICATION**

I, Tishekia Williams, 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: August 2, 2010

  
\_\_\_\_\_  
Tishekia Williams

**RECEIVED**  
JUL 30 2010  
PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION

ROBERT & CECELIA MERRITT :  
v. : DOCKET NO. C-2009-2142888  
PECO ENERGY COMPANY :

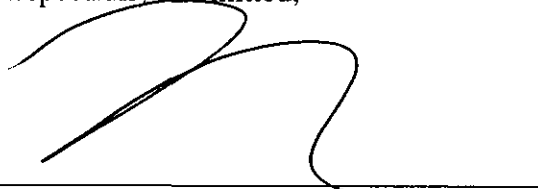
CERTIFICATE OF SERVICE

I, Tishekia Williams, 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 U.S. mail and electronic mail to:

Robert & Cecelia Merritt  
2021 West Stenton Avenue  
Philadelphia, PA 19138

Dated at Philadelphia, Pennsylvania, August 2, 2010

Respectfully Submitted,



Tishekia Williams  
Counsel for PECO Energy Company  
2301 Market Street, S23-1  
P.O. Box 8699  
Philadelphia, PA 19101-8699  
(215) 841-6841  
Fax: 215.568.3389  
tishekia.williams@exeloncorp.com

**RECEIVED**

JUL 30 2010

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU