

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

THE VICTORY CONDOMINIUM ASSOCIATION, Complainant v. PECO ENERGY COMPANY Respondent.	Docket No. C-2011-2268126
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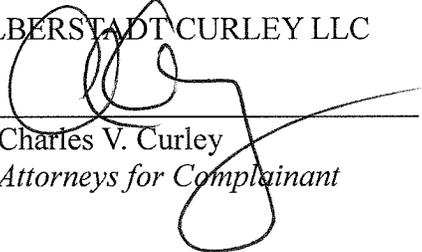
NOTICE TO PLEAD

Pursuant to 52 Pa. Code § 5.102 (b), you are hereby notified that if you wish to file a written response to the enclosed Cross Motion for Summary Judgment, such written response must be made within 20 days of service of this notice.

If you do not file a response, summary judgment may be entered against you. All pleadings must be filed with the Secretary of the Pennsylvania Public Utility Commission, with a copy served on PECO Energy Company and the Administrative Law Judge.

Date: 2/21/2012

HALBERSTADT CURLEY LLC

By: 
Charles V. Curley
Attorneys for Complainant

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

THE VICTORY CONDOMINIUM
ASSOCIATION,

Complainant

v.

PECO ENERGY COMPANY

Respondent.

Docket No. C-2011-2268126

**THE VICTORY CONDOMINIUM ASSOCIATION'S
CROSS MOTION FOR SUMMARY JUDGMENT**

Background

1. The Victory Condominium Association (“Complainant” or “Victory”) is a customer of PECO Energy Company (“PECO”). A true and correct copy of the Amended Complaint is attached to the Motion as Exhibit A. A true and correct copy of the Answer with New Matter is attached to the Motion as Exhibit B. *See* Exhibits A and B, ¶¶ 1 and 4.

2. Between June 2008 and February 2011, PECO charged Victory a contract minimum demand on an account that had no contract.

3. As a result, Victory was overcharged by \$145,683.55 and now seeks a refund from the utility.

4. Victory’s current PECO Account Number is 34455-61001. Exhibits A and B, ¶ 5.

5. Service was provided to Victory under Rate HT with a contract minimum of 560 kW and a contract maximum of 1400kW during non-summer months (October through May) of each year from June 2008. Exhibits A and B, ¶6.

6. In 2008, service was provided to the prior account owner under Rate HT with a contract minimum of 560 kW and a contract maximum of 1400kW during non-summer months

(October through May) of each year from June 2008, as well as under PECO's Night Service Rider and Construction Rider. Exhibit B, ¶6.

7. The Construction Rider removes contract minimums while a property is under major construction or expansion period or is receiving service during a receding load period after the expiration of the initial contract term while a customer is in the process of dissolution. A true and correct copy of PECO's Construction Rider is attached to the Motion as Exhibit C.

**PECO Selects A Service Rate for Victory With Actual
Knowledge of the Service Conditions**

8. In 2008, Victory requested a name change on the PECO account for purposes of transferring ownership of the account to itself. A true and correct copy of the Interrogatories (Set II) and Response (Set II) are attached hereto as Exhibits D-1 and D-2. Exhibits D-1 and D-2, ¶¶2.a, 2.b.

9. Although Victory was managed by a property manager (Wentworth Group), the property manager did not advise Victory on energy related issues and did not review utility contracts. A true and correct copy of the Interrogatories (Set I) and Response (Set I) are attached hereto as Exhibits E-1 and E-2. Exhibits E-1 and E-2, ¶¶ 2, 5, 6, 7, 9, 10, and 12.

10. PECO forwarded an e-mail correspondence requesting information from Victory to effect service. A true and correct copy of PECO's response to Interrogatory No. 2, and the responsive documents, including the series of e-mails culminating with the August 19, 2008 e-mail is attached hereto as Exhibit F-1.

11. Specifically, PECO asked Victory about the type of service it was seeking:

Type of service: (If nothing is changing with the operation of the building, I assume the new owner will stay with the same contract limits but I need that stated in the letter.)

A true and correct copy of Victory's August 19, 2008 e-mail correspondence in response to the request is attached to the Motion as Exhibit F-2.

12. On August 19, 2008, Victory responded to the e-mail correspondence stating, in pertinent part, that "nothing is changing." Exhibit F-2.

13. Despite Victory's representation that "nothing [was] changing" to the account – and even prior to Victory's request for service – PECO removed Victory from the Construction Rider while retaining service under the above referenced Rate HT and PECO's Night Service Rider. A true and correct copy of the Reply to New Matter is attached hereto as Exhibit G. Exhibit B (New Matter) and Exhibit G, ¶8.

14. PECO did not advise Victory of the contract minimum demands, the removal of or the application of the riders and did not provide a copy of the alleged contract to Victory. *See* Exhibit F-1.

15. Without the Construction Rider, to avoid overcharges Victory was required to meet its Contract Minimum of 560kw monthly. Had PECO reviewed the account history prior to establishing this account for Victory, it would have known that the average monthly demand was 280kw or one-half of the Contract Minimum. PECO did not review the account history when establishing Contract Limits for this account.

16. PECO did not advise Victory that it had removed the Construction Rider from the account. Exhibits D-1 and D-2, ¶2.b.

17. PECO did not advise Victory that it was required to meet certain contract minimums to avoid overcharges. Exhibits D-1 and D-2, ¶2.b.

18. PECO never provided Victory with any information as to the contractual rates or minimums applicable to its service. Exhibits D-1 and D-2, ¶2.b.

19. PECO never provided Victory with a written contract. Exhibits D-1 and D-2, ¶2.b.

20. As evidenced by its removal of the Construction Rider despite Victory's representation that "nothing [was] changing" to its account, PECO had actual knowledge that Victory's service conditions had changed. Exhibit F-2.

21. Accordingly, PECO should have assisted the customer in determining the most advantageous rate available. 66 Pa. C.S. § 1303.

22. As it had actual knowledge of Victory's service conditions, PECO should have communicated with Victory to explain the customer's options for service. 66 Pa. C.S. § 1303.

23. PECO did not place Victory on the most advantageous rate, and did not communicate with Victory regarding its options. Exhibits D-1 and D-2, ¶2.b.

24. To the extent that PECO deemed Victory to be a customer applying for service, PECO's tariff requires that a written application "shall contain a statement of the premises to be served, the rate under which service is desired, and such conditions or riders as are applicable to the special circumstances of the case." A true and correct copy of Tariff, § 4.3 is attached hereto as Exhibit H.

25. In its pleadings, PECO suggests that the August 19, 2008 e-mail correspondence was Victory's written application for service. Exhibit B, ¶9 (p.5).

26. If PECO considered the August 19, 2008 e-mail correspondence Victory's written application for service, it was severely deficient to meet the tariff's requirements.

27. The writing did not explain the types of contract limits applied to the prior owner's account. Exhibits F-1, F-2; *cf* Exhibit H.

28. The writing did not identify the types of contract limits available to the new owner's account. Exhibits F-1, F-2; *cf* Exhibit H.

29. The writing did not identify the rate of service desired or the conditions or riders applicable to the case. Exhibits F-1, F-2; *cf* Exhibit H.

30. To the extent that the August 19, 2008 e-mail correspondence was a written application for service, it did not satisfy the requirements of PECO's tariff. Exhibits F-1, F-2; *cf* Exhibit H.

31. PECO accordingly failed to provide its customer with any information to make an informed decision regarding its service rates.

Victory Discovers that it is Not Receiving the Most Advantageous Rate

32. In October 2008, for the first time since initiating service with PECO, Victory did not meet the utility selected contract minimums.

33. From October 2008, through January 2011, Victory was on Rate HT, and failed to meet the contract minimums.

34. Ultimately, Victory realized that the most advantageous rate was not being applied by PECO. A true and correct copy of a January 24, 2011 letter is attached to the Motion as Exhibit I.

35. Victory submitted a letter to PECO dated Jan. 24, 2011 requesting an adjustment to its account. Exhibit I.

36. Despite this letter, PECO failed to adjust the account to the lower Contract Minimum until the next PECO bill dated Feb. 10, 2011.

PECO's Violations of Its Tariff, Unlawful Discrimination and the Resulting Damages

37. Based on historical data and information available to PECO at the time the Contract Limits were chosen by PECO, PECO should have applied more reasonable Contract Limits of 200/500 KW with an Off-Peak maximum of 600 KW.

38. Pursuant to the terms of its own tariff, PECO should have disclosed the rate under which service was applied, the conditions or riders applicable to the account, and, as required by law, in light of the actual notice of the service conditions, it should have placed Victory on the most advantageous rate. Exhibits F-1, F-2 and H. *See* 13 Pa. C.S. §1303.

39. At the time that service was initiated no one from PECO explained the different options that were available to Victory and PECO did not send a Contract for HT Service for review and signature as required by the PECO tariff. Exhibits D-1 and D-2, ¶2.b., and Exhibits F-1 and F-2.

40. To the extent that PECO deems the August 19, 2008 e-mail correspondence to be an application for service, the documents fail to meet the requirements set forth in the tariff, as it does not contain any reference to the rates available, the rate selected, or the riders placed on the account. Exhibits F-1 and F-2.

41. As a result of the foregoing, Victory was unlawfully discriminated against by PECO and suffered substantial overcharges.

42. PECO's billing error resulted in substantial overcharges from August 2008 to January 2011 totaling \$145,683.55.

WHEREFORE, Complainant The Victory Condominium Association seeks an Order granting Summary Judgment in its favor and against PECO Energy Service, together with an Order directing PECO to refund and/or credit Complainant the difference between the charges

which were imposed under the 560 KW Contract Minimum and the charges which should have been imposed under a 200 KW Contract Minimum from June 2008 to January 2011, and pre-judgment interest, costs, and such other relief as the Commission deems appropriate.

HALBERSTADT CURLEY LLC

By: Charles Curley / HAK
Charles V. Curley

Date: 2/21/2012

EXHIBIT A

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

<p>THE VICTORY CONDOMINIUM ASSOCIATION, Complainant</p> <p style="text-align: center;">v.</p> <p>PECO ENERGY COMPANY Respondent.</p>	<p>Docket No. C-2011-2268126</p>
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AMENDED COMPLAINT

1. Complainant is The Victory Condominium Association ("Complainant"), a not-for-profit Association organized under the laws of the Commonwealth of Pennsylvania with a registered office at 1001-1013 Chestnut Street, Philadelphia, PA 19107.
2. The name and address of Complainant's attorney is:

Charles V. Curley
HALBERSTADT CURLEY LLC
1100 E. Hector Street, Suite 425
Conshohocken, PA 19428
3. Respondent is PECO Energy Company ("PECO"), a public utility authorized to do business in the Commonwealth of Pennsylvania with a principal place of business at 2301 Market Street, Philadelphia, Pennsylvania 19103.
4. At all times relevant hereto, Complainant was a commercial customer receiving electric service from PECO at its property at office at 1001-1013 Chestnut Street, Philadelphia, PA 19107.
5. Complainant's current PECO Account Number is 34455-61001.
6. Due to an error, PECO applied a contract minimum of 560 KW to each of Complainant's bills in all of the non-summer (October through May) months since June 2008.

7. Based on historical data available to PECO at the time the Contract Limits were chosen by PECO, PECO should have applied more reasonable Contract Limits of 200/500 KW with an Off-Peak maximum of 600 KW.
8. PECO's billing mistake resulted in substantial overcharges from June 2008 to January 2011 totaling \$145,683.55.
9. At the time that service was initiated no one from PECO explained the different options that were available to Complainant and PECO did not send a Contract for HT Service for review and signature as required by the PECO tariff. PECO also informed Complainant that their account belonged in the >100 and <500 Procurement Class while applying the Contract Minimum of 560kw.
10. Despite receiving a letter from Complainant dated Jan. 24, 2011 requesting an adjustment to this account, PECO failed to adjust this account to the lower Contract Minimum on the next PECO bill dated Feb. 10, 2011.
11. PECO has unjustly and unreasonably refused to credit or offer just remuneration to Complainant for the overcharges it paid for this oversight by PECO.
12. As a result of the foregoing, Complainant was unlawfully discriminated against by PECO.
13. PECO will be unjustly enriched if it is permitted to retain the financial benefit of the excessive and unreasonable rates and charges it imposed by knowingly applying an incorrect Contract Minimum. It will be unjust and unreasonable if PECO is permitted to reap the financial benefit of its unlawful discrimination and negligence.
14. For the above reasons, Complainant requests that the Commission enter an Order directing PECO to refund and/or credit Complainant the difference between the charges which

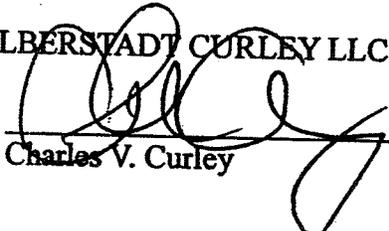
were imposed under the 560 KW Contract Minimum and the charges which should have been imposed under a 200 KW Contract Minimum from June 2008 to January 2011. Complainant also seeks pre-judgment interest, costs, and such other relief as the Commission deems appropriate.

WHEREFORE, Complainant requests that respondent PECO Energy Company be required to answer the above allegations and that, upon final hearing the Commission will make such Order as may be required.

Date: 11/21/2011

HALBERSTADT CURLEY LLC

By:


Charles V. Curley

AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

I, Steven Sabler, Board President of The Victory Foundation Association, as authorized agent for the Complainant, depose and say that he is authorized to and does make this affidavit for the Complainant and that the facts set forth in the foregoing Complaint are true and correct to the best of his present knowledge, information and belief and that he expects the Complainant to be able to prove the same at any hearing hereon.

Steven Sabler, President

Sworn to and subscribed
before me this 6th day of
October 2011.

Daniel J. Vella

NOTARIAL PUBLIC
My Comm. Expires: 12/31/2012
PHILADELPHIA
NOTARIAL PUBLIC
My Comm. Expires: 12/31/2012

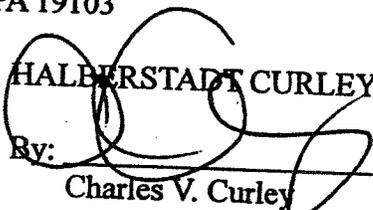
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THE VICTORY CONDOMINIUM ASSOCIATION, Complainant v. PECO ENERGY COMPANY Respondent.	Docket No. C-2011-2268126
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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Amended Complaint was sent via first class U.S. mail addressed as follows:

Tishekia Williams, Esquire
PECO Energy Company
2301 Market Street, S-23
Philadelphia, PA 19103

HALBERSTADT CURLEY LLC
By: 
Charles V. Curley
Attorneys for Complainant

Date: 11/21/11

EXHIBIT B

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

THE VICTORY CONDOMINIUM ASSOCIATION	:	
	:	
v.	:	DOCKET NO. C-2011-2268126
	:	
PECO ENERGY COMPANY	:	

**ANSWER AND NEW MATTER OF RESPONDENT,
PECO ENERGY COMPANY
TO AMENDED COMPLAINT**

PECO Energy Company ("PECO"), pursuant to 52 Pa. Code §5.61, responds to the Amended Complaint¹ and states:

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted.
5. Admitted.
6. Admitted in part, denied in part. Admitted that, for all non-summer bills starting

June 2008 and ending with an effective date of February 10, 2011, PECO applied a contract minimum of 560 kW to each of Complainant's monthly bills. Denied that this occurred in error. By way of further Answer, the 560 kW contract minimum was applied to this account at the written request of Complainant.

¹ The Commission served the original Complaint in this matter on PECO on October 20, 2011. The Commission then re-served the original Complaint on October 27, 2011. PECO filed an Answer, New Matter, and Preliminary Objection to the original Complaint on November 16, 2011. On November 21, 2011, Complainants filed an Amended Complaint with the Commission. PECO received first-class mail service of the Amended Complaint directly from Complainants on November 28, 2011. The Commission's website shows the Amended Complaint as having been received by the Commission on November 29, 2011. As of the filing of this Answer and New Matter the Commission has not served the Amended Complaint on PECO.

This account is for service to a residential condominium building. Prior to the current account being opened, the building in question was used as a residential condominium, under the name the "Victory Building," with the property being managed by Philadelphia Management., with account number 022-06-97-0810-10-01. Under that ownership, management, and account number, service was provided under Rate HT with a contract minimum of 560 kW and a contract maximum of 1400 kW. In 2008, service was also provided pursuant to PECO's Night Service Rider, and its Construction Rider.

In mid-2008, PECO received notice from Philadelphia Management that both the ownership and management of the building were changing. PECO began conversations with the old property manager regarding these changes, and was informed that a new condominium association had been formed, and that the account therefore needed to be transferred into the name of the new owner, "The Victory Condominium Association." PECO was also informed that a new property manager, Wentworth Property Management, would now manage the building. A new account number 34455-61001 was opened with an effective date of August 7, 2008.

In preparing for the transfer of service, PECO's Account Executive sent an email to Philadelphia Management Company on or about May 30, 2008 requesting new information regarding the new entities that had taken over ownership and management of the building. In that email, the PECO Account Executive specifically inquired as to the "Type of Service" requested, with the following notation thereafter: "If nothing is changing with the operation of the building, I assume the new owner will stay with the same contract limits but I need that

stated in a letter.” PECO’s Account Executive also indicated that this information would need to be provided on letterhead from the new entity.

On or about August 19, 2008, by email PECO received a letter with the letterhead “The Victory Condominium Association, c/o Wentworth Property Management,” setting forth the requested information. The letter restates PECO’s request of May 30, 2008, and then states in relevant part: “Type of Service: (If nothing is changing with the operation of the building, I assume the new owner will stay with the same contract limits but I need that stated in a letter.) *nothing is changing.*” (Italicized portion indicates text that was added by Wentworth Property Management, and which appeared in red in the original letter to PECO.) A copy of the August 19, 2008 letter is appended to this Answer as Exhibit A. Based on the above, PECO denies that retention of the contract limits of 560 kW/1400 kW were “in error.”

PECO thereafter instituted service for the Victory Condominium Association on Rate HT with a contract minimum of 560 kW and a contract maximum of 1400 kW. The account also was placed on the Night Service Rider. Because no construction activities were underway at the time, the new account was not eligible for PECO’s Construction Rider.

On or about January 24, 2011, PECO received a letter from The Victory Condominium Association requesting that the contract minimums for this account be reduced to 200 kW minimum, 500 kW maximum, with an off-peak maximum of 600 kW. The requested changes to the contract minimum and maximums were made effective February 9, 2011. The January 24, 2011 letter also requested that PECO provide a credit or refund of approximately \$137,000 for

the period from August 2008 through February 2011. The stated basis for this request was that the account had had incorrect contract minimums during that period. A copy of the January 24, 2011 letter from The Victory Condominium Association is attached as Exhibit B.

7. Denied. The allegation that PECO “should have applied more reasonable contract limits” is a legal conclusion to which no answer is required. Denied that PECO had historical data available to it that required it to apply contract limits other than those specified by Complainant in its email letter of August 19, 2008. To the extent that a further answer is required, PECO incorporates its answer to Paragraph 6.

8. Denied. The allegation that a “billing mistake” occurred is a legal conclusion to which no answer is required. To the extent that an answer is required, for the reasons set forth in its answer to Paragraph 6, PECO denies that a billing mistake occurred.

9. Admitted in part, denied in part. At the time service was initiated, PECO stated in writing that Complainant had the option of keeping the contract limits that had been in place with the prior customer, or changing to other contract limits. (*See Exhibit A.*) PECO therefore denies the allegation that: “At the time service was initiated no one from PECO explained the different options that were available to Complainant.”

It is denied that “PECO did not send a Contract for HT Service for review and signature as required by the PECO tariff.” PECO’s Tariff contains the following rules with respect to the provision of service contracts:

4.2 SERVICE CONTRACT. Every applicant for service may be required to sign a contract, agreement, or other form then in use by the Company, covering the special circumstances Company, covering the special circumstances of the use of service, and shall abide by these Rules and Regulations and the standard requirements of the Company.

4.3 CONTRACT DATA. The application shall contain a statement of the premises to be served, the rate under which service is desired, and such conditions or riders as are applicable to the special circumstances of the case.

4.5 ACCEPTANCE. Before the Company affirmatively accepts an application, the Company will consider the application to be "pending". *When an application is accepted, it constitutes the contract* between the customer and the Company, subject to the Rules and Regulations. *A customer or other recipient of service also becomes contractually obliged to the Company when service is provided according to the application either with or without modification, or when the customer otherwise receives service.*

(A copy of the relevant pages of PECO's Tariff is attached as Exhibit C.) In this case, Complainant applied in writing for service with PECO via a series of emails, culminating in Complainants' email of August 19, 2008. (Previously attached as Exhibit A.) Pursuant to PECO's tariff, when PECO accepted that application, the application itself became the contract between the parties. To the extent that the application did not become the contract between the parties, under the terms of PECO's tariff Complainant nonetheless became contractually obligated to PECO when service was provided to Complainant.

Admitted that, on or about January 15, 2010, PECO informed Complainant that it would be placed in Procurement Class 3 (> 100 kW, < 500 kW). (A copy of PECO's January 15, 2010 letter is attached as Exhibit D.) By way of further answer, at about that same time PECO implemented its Default Service Provider program, in which it used a mass mailing to inform effectively all of its commercial customers of their options under its Default Service Program. Each customer was informed of which Procurement Class it had been assigned to, based upon

registered demand for the account. Denied that providing this information to the Complainant obliged PECO to change the contract limits that Complainant had previously requested in writing.

10. Admitted in part; denied in part. Admitted that PECO received a letter from Complainant dated January 24, 2011 (Exhibit B) requesting that the contract limits be changed to 500 kW maximum, 200 kW minimum, 600 kW off peak, and also requesting a credit adjustment to the account. Denied that "PECO failed to adjust this account to the lower contract minimum on the next PECO bill dated Feb. 10, 2011." By way of further answer, PECO adjusted the contract minimum on this account to the requested new levels of 500 kW maximum, 200 kW minimum, 600 kW off peak, with an effective date of February 9, 2011. Admitted that PECO has not made a retroactive adjustment to the account balances for service prior to that date. By way of further answer, for the reasons set forth above, no such retroactive adjustment is warranted.

11. This paragraph is a conclusion of law to which no response is required; to the extent that a response is required, any factual allegations contained in this paragraph are denied.

12. This paragraph is a conclusion of law to which no response is required; to the extent that a response is required, any factual allegations contained in this paragraph are denied.

13. This paragraph is a conclusion of law to which no response is required; to the extent that a response is required, any factual allegations contained in this paragraph are denied

14. This paragraph is a request for relief to which no response is required; to the extent that a response is required, any factual allegations contained in this paragraph are denied.

New Matter of PECO

1. This account is for service to a residential condominium building.
2. Prior to the current account being opened, the building in question was used as a residential condominium, under the name the "Victory Building," with the property being managed by Philadelphia Management., with account number 022-06-97-0810-10-01. Under that ownership, management, and account number, service was provided under Rate HT with a contract minimum of 560 kW and a contract maximum of 1400 kW. In 2008, service was also provided pursuant to PECO's Night Service Rider, and its Construction Rider.
3. In mid-2008, PECO received notice from Philadelphia Management that both the ownership and management of the building were changing.
4. A new account was opened for "The Victory Condominium Association," with account number 34455-61001, with an effective date of August 7, 2008.
5. On or about May 30, 2008, PECO sent an email to Philadelphia Management Company on or about May 30, 2008 requesting new information regarding the new entities that had taken over ownership and management of the building. In that email, the PECO Account

Executive specifically inquired as to the "Type of Service" requested, with the following notation thereafter: "If nothing is changing with the operation of the building, I assume the new owner will stay with the same contract limits but I need that stated in a letter." PECO's Account Executive also indicated that this information would need to be provided on letterhead from the new entity.

6. On or about August 19, 2008, by email PECO received a letter with the letterhead "The Victory Condominium Association, c/o Wentworth Property Management," setting forth the requested information. The letter restates PECO's request of May 30, 2008, and then states in relevant part: "Type of Service: (If nothing is changing with the operation of the building, I assume the new owner will stay with the same contract limits but I need that stated in a letter.) *nothing is changing.*"

7. The document attached to this Answer and New Matter as Exhibit A is a true and correct copy of the August 19, 2008 email from The Victory Condominium Association to PECO.

8. Effective August 7, 2008, PECO instituted service for the Victory Condominium Association on Rate HT with a contract minimum of 560 kW and a contract maximum of 1400 kW. The account also was placed on the Night Service Rider.

9. As of August 7, 2008, Complainant was not engaged in a construction or expansion project that, when complete, would require an upward modification of Complainant's contract limits.

10. On or about January 24, 2011, PECO received a letter from The Victory Condominium Association requesting that the contract minimums for this account be reduced to 200 kW minimum, 500 kW maximum, with an off-peak maximum of 600 kW. The requested changes to the contract minimum and maximums were made effective February 9, 2011. The January 24, 2011 letter also requested that PECO provide a credit or refund of approximately \$137,000 for the period from August 2008 through February 2011. The stated basis for this request was that the account had had incorrect contract minimums during that period.

11. The document attached to this Answer and New Matter as Exhibit B is a true and correct copy of the January 24, 2011 letter from The Victory Condominium Association to PECO.

12. PECO adjusted the contract minimum on this account to the requested new levels of 500 kW maximum, 200 kW minimum, 600 kW off peak, with an effective date of February 9, 2011.

13. PECO's Tariff contains the following rules with respect to the provision of service contracts:

4.2 SERVICE CONTRACT. Every applicant for service may be required to sign a contract, agreement, or other form then in use by the Company, covering the special

circumstances Company, covering the special circumstances of the use of service, and shall abide by these Rules and Regulations and the standard requirements of the Company.

4.3 CONTRACT DATA. The application shall contain a statement of the premises to be served, the rate under which service is desired, and such conditions or riders as are applicable to the special circumstances of the case.

4.5 ACCEPTANCE. Before the Company affirmatively accepts an application, the Company will consider the application to be "pending". *When an application is accepted, it constitutes the contract* between the customer and the Company, subject to the Rules and Regulations. *A customer or other recipient of service also becomes contractually obliged to the Company when service is provided according to the application either with or without modification, or when the customer otherwise receives service.*

14. The document attached to this Answer and New Matter is a true and correct copy of Rule 4 of PECO's Electric Service Tariff for the relevant period of this Complaint.

15. On or about January 15, 2010, PECO informed Complainant that it would be placed in Procurement Class 3 (> 100 kW, < 500 kW).

16. The document attached to this Answer and New Matter as Exhibit D is a true and correct copy of the January 15, 2010 letter.

17. In early 2010, PECO implemented its Default Service Provider program, in which it used a mass mailing to inform effectively all of its commercial customers of their options under its Default Service Program. Each customer was informed of which Procurement Class it had been assigned to, based upon registered demand for the account.

Wherefore, PECO Energy Company respectfully requests that the Pennsylvania Public Utility Commission dismiss the instant Complaint.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Ward L Smith", written over a horizontal line.

Ward Smith
2301 Market Street, S23-1
P.O. Box 8699
Philadelphia, PA 19101-8699
(215) 841-6863
ward.smith@exeloncorp.com
Tishekia Williams
215-841-6841
tishekia.williams@exeloncorp.com
Counsel for PECO Energy Company

EXHIBIT C

CONSTRUCTION RIDER

AVAILABILITY/APPLICABILITY. To service provided during or immediately following a major construction or expansion period or during a receding load period, after the expiration of the initial contract term, while a business is in process of dissolution. A major construction or expansion period is defined as a construction or expansion project undertaken by the customer which upon completion will require an upward modification of the customer's contract limits.

RATE IMPACT. During the expanding load period preceding the operation within the load limits provided in the contract or the receding load period subsequent to the fulfillment of the initial contract term, PECO Energy will not apply the following guarantees of revenue: power factor adjustment, minimum billing demand, and contract minimum. If the customer receives Default PLR Service, the terms of this rider shall also apply to the Energy and Capacity Charge.

RIDER TERM. The total term of application of this rider during the preliminary or construction period shall be 6 months subject to the option of the Company to grant not more than three successive renewals of the rider term on major construction projects. Its application during a receding load period subsequent to the completion of an initial contract term shall be for not more than one year.

TERM OF CONTRACT. The initial contract term for service to expanding locations to which this rider is applied shall be extended for a period corresponding to the total number of months this rider is applied to the customer's bill during construction or expansion of the customer's facility.

OTHER RIDERS. This rider, when applied to service to temporary installations to which the Temporary Service Rider is also applied, shall not operate as a waiver of the requirement that monthly minimum charges be paid for a period of not less than 6 months.

EXHIBIT D-1

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**THE VICTORY CONDOMINIUM
ASSOCIATION**

v.

PECO ENERGY COMPANY

:
:
:
:
:

DOCKET NO. C-2011-2268126

**PECO Energy Company's
Written Interrogatories and Requests for Production of Documents
To The Victory Condominium Association
Set II**

Pursuant to 52 Pa. Code §§ 5.321, 5.341, and 5.349, PECO Energy Company ("PECO") propounds the following written interrogatories and requests for production of documents on The Victory Condominium Association, to be answered by those officers, employees, or agents who may be cognizant of the requested facts and who are authorized to answer on behalf of The Victory Condominium Association. Telephone or other contact concerning the availability and timing of formal responses is encouraged to the extent that it supplements, amplifies and/or explains the formal written responses.

**PECO Energy Company's
Written Interrogatories and Requests for Production of Documents
To The Victory Condominium Association
Set II**

1. In Complainant's Reply to New Matter, ¶ 2, Complainant denied PECO's allegation that, under prior management, electric utility service to 1001-13 Chestnut Street: "was provided under Rate HT with a contract minimum of 560 kW and a contract maximum of 1400 kW. In 2008, service was also provided pursuant to PECO's Night Service Rider, and its Construction Rider." Complainant's stated reason for the denial is: "After reasonable investigation Plaintiff is unable to admit or deny the corresponding allegation." Please provide copies of all documents in the possession of Complainant, Wentworth Property Management, or Commercial Utility Consultants that discuss the terms and conditions of electric utility service provided by PECO to the predecessor owner/management of 1001-13 Chestnut Street.

2. In Complainant's Reply to New Matter, ¶ 8, Complainant denied PECO's allegation that: "Effective August 7, 2008, PECO instituted service for the Victory Condominium Association on Rate HT with a contract minimum of 560 kW and a contract maximum of 1400 kW. The account also was placed on the Night Service Rider." Complainant's stated reason for the denial is: "Denied as stated. To the extent that Defendant is attempting to assert that it instituted service at the request of Complainant, same is denied."

a. Did Complainant request that electric utility service be provided to it at 1001-13 Chestnut Street effective on or about August 7, 2008?

b. If Complainant did request that electric utility service be provided to it at 1001-13 Chestnut Street effective on or about August 7, 2008, please state the terms and conditions for such service that were requested by Complainant.

c. Please provide copies of all documents in the possession of Complainant, Wentworth Property Management, or Commercial Utility Consultants that discuss the terms and conditions of electric utility service requested by Complainant at 1001-13 Chestnut Street on or about August 7, 2008.

3. In Complainant's Reply to New Matter, ¶ 9, Complainant denied PECO's allegation that: "As of August 7, 2008, Complainant was not engaged in a construction or expansion project that, when complete, would require an upward modification of Complainant's contract limits." Complainant's stated reason for the denial is: "After reasonable investigation Plaintiff is unable to admit or deny the corresponding allegation."

a. At any time between August 7, 2008 and the present date, was Complainant engaged in a construction or expansion project at 1001-13 Chestnut? For each such construction or expansion project, please provide the inclusive dates that such project occurred, as well as a brief narrative description of the project.

b. For each construction or expansion project identified in the answer to subpart (a), please state whether the construction or expansion project was of sufficient magnitude that, upon completion of the project, Complainant required an upward modification of its contract limits for electric utility service from PECO.

4. In ¶ 9 of the Amended Complaint, Complainant stated that: “PECO also informed Complainant that their account belonged in the >100 and < 500 Procurement Class” In PECO’s New Matter, ¶ 17, PECO asserted that: “In early 2010, PECO implemented its Default Service Provider program, in which it used a mass mailing to inform effectively all of its commercial customers of their options under its Default Service Program. Each customer was informed of which Procurement Class it had been assigned to, based upon registered demand for the account.” In Complainant’s Reply to New Matter, ¶ 17, Complainant denied this allegation, stating that: “After reasonable investigation Plaintiff is unable to admit or deny the corresponding allegation.”

a. Please provide copies of all documents in the possession of Complainant, Wentworth Property Management, or Commercial Utility Consultants that discuss or relate to the statement, in ¶ 9 of the Amended Complaint, that: “PECO also informed Complainant that their account belonged in the >100 and < 500 Procurement Class”

b. Please provide copies of all documents in the possession of Complainant, Wentworth Property Management, or Commercial Utility Consultants that discuss or relate to PECO’s early 2010 mass mailing to inform effectively all of its commercial customers of their options under its Default Service Program, in which each customer was informed of which Procurement Class it had been assigned to, based upon registered demand for the account.

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

THE VICTORY CONDOMINIUM ASSOCIATION	:	
v.	:	DOCKET NO. C-2011-2268126
PECO ENERGY COMPANY	:	
:	:	

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a copy of PECO Energy Company's Written Interrogatories and Requests for Production of Documents, Set II, in the above matter upon all interested parties by email and by mailing a copy properly addressed and postage prepaid to:

Charles V. Curley
Halberstadt Curley LLC
1100 E. Hector Street, Suite 425
Conshohocken, PA 19428

Dated at Philadelphia, Pennsylvania, January 4, 2012



Ward Smith
Counsel for PECO Energy Company
2301 Market Street, S23-1
P.O. Box 8699
Philadelphia, PA 19101-8699
215-841-6863
ward.smith@exeloncorp.com

EXHIBIT D-2

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

THE VICTORY CONDOMINIUM	:	
ASSOCIATION	:	
v.	:	DOCKET NO. C-2011-2268126
	:	
PECO ENERGY COMPANY	:	

**The Victory Condominium Association's Answers to
PECO Energy Company's Written Interrogatories and
Requests for Production of Documents To The Victory Condominium Association
Set II**

Victory Condominium Association, by and through its undersigned counsel, hereby responds to the following written interrogatories and requests for production:

1. In Complainant's Reply to New Matter, ¶ 2, Complainant denied PECO's allegation that, under prior management, electric utility service to 1001-13 Chestnut Street: "was provided under Rate HT with a contract minimum of 560 kW and a contract maximum of 1400 kW. In 2008, service was also provided pursuant to PECO's Night Service Rider, and its Construction Rider." Complainant's stated reason for the denial is: "After reasonable investigation Plaintiff is unable to admit or deny the corresponding allegation." Please provide copies of all documents in the possession of Complainant, Wentworth Property Management, or Commercial Utility Consultants that discuss the terms and conditions of electric utility service provided by PECO to the predecessor owner/management of 1001-13 Chestnut Street.

RESPONSE: Complainant has no responsive documents in its possession, custody or control.

2. In Complainant's Reply to New Matter, ¶ 8, Complainant denied PECO's allegation that: "Effective August 7, 2008, PECO instituted service for the Victory Condominium Association on Rate HT with a contract minimum of 560 kW and a contract maximum of 1400 kW. The account also was placed on the Night Service Rider." Complainant's stated reason for the denial is: "Denied as stated. To the extent that Defendant is attempting to assert that it instituted service at the request of Complainant, same is denied."

a. Did Complainant request that electric utility service be provided to it at 1001-13 Chestnut Street effective on or about August 7, 2008?

RESPONSE: Complainant requested only a name change on the account.

b. If Complainant did request that electric utility service be provided to it at 1001-13 Chestnut Street effective on or about August 7, 2008, please state the terms and conditions for such service that were requested by Complainant.

RESPONSE: Complainant requested only a name change on the account. By way of further answer, Complainant never received any information from PECO as to contractual rates and obligations.

c. Please provide copies of all documents in the possession of Complainant, Wentworth Property Management, or Commercial Utility Consultants that discuss the terms and conditions of electric utility service requested by Complainant at 1001-13 Chestnut Street on or about August 7, 2008.

RESPONSE: Complainant never received any contract from PECO and accordingly has no responsive documents in its possession, custody or control.

3. In Complainant's Reply to New Matter, ¶ 9, Complainant denied PECO's allegation that: "As of August 7, 2008, Complainant was not engaged in a construction or expansion project that, when complete, would require an upward modification of Complainant's contract limits." Complainant's stated reason for the denial is: "After reasonable investigation Plaintiff is unable to admit or deny the corresponding allegation."

a. At any time between August 7, 2008 and the present date, was Complainant engaged in a construction or expansion project at 1001-13 Chestnut? For each such construction or expansion project, please provide the inclusive dates that such project occurred, as well as a brief narrative description of the project.

RESPONSE: Complainant has no information with regard to this interrogatory.

b. For each construction or expansion project identified in the answer to subpart (a), please state whether the construction or expansion project was of sufficient magnitude that, upon completion of the project, Complainant required an upward modification of its contract limits for electric utility service from PECO.

RESPONSE: Complainant has no information with regard to this interrogatory.

4. In ¶ 9 of the Amended Complaint, Complainant stated that: "PECO also informed Complainant that their account belonged in the >100 and < 500 Procurement Class . . ." In PECO's New Matter, ¶ 17, PECO asserted that: "In early 2010, PECO implemented its Default Service Provider program, in which it used a mass mailing to inform effectively all of its commercial customers of their options under its Default Service Program. Each customer was informed of which Procurement Class it had been assigned to, based upon registered demand for the account." In Complainant's Reply to New Matter, ¶ 17, Complainant denied this allegation, stating that: "After reasonable investigation Plaintiff is unable to admit or deny the corresponding allegation."

a. Please provide copies of all documents in the possession of Complainant, Wentworth Property Management, or Commercial Utility Consultants that discuss or relate to the statement, in ¶ 9 of the Amended Complaint, that: "PECO also informed Complainant that their account belonged in the >100 and < 500 Procurement Class . . ."

RESPONSE: See document attached.

b. Please provide copies of all documents in the possession of Complainant, Wentworth Property Management, or Commercial Utility Consultants that discuss or relate to PECO's early 2010 mass mailing to inform effectively all of its commercial customers of their options under its Default Service Program, in which each customer was informed of which Procurement Class it had been assigned to, based upon registered demand for the account.

RESPONSE: See document attached.

HALBERSTADT CURLEY, LLC

By: Charles V. Curley /mas
Charles V. Curley
Attorney for Complainant

Date: 1/23/12



0166

PECO
PO BOX 13778
Philadelphia, PA 19101

Account Number: 3445561001
January 15, 2010

785 1 AT 0.357 07854000785000785 003 01-0309787 01152010
THE VICTORY CONDO
ATTN: WENTWORTH MGMT
1011 CHESTNUT ST
PHILADELPHIA PA 19107-1421
|||||

For Service to:
1001 CHESTNUT ST
PHILADELPHIA, PA 19106

As we approach the transition to market-based rates on Jan. 1, 2011, when electricity will likely cost PECO and our customers more to purchase, we want to provide you information about the choices you have for how you will receive your electricity in the future.

Through a program approved by the Pennsylvania Public Utility Commission (PUC), PECO is purchasing power for its customers in groups, or procurement classes. The procurement class for your business has been determined by your highest measured kilowatt (kW) demand during the 12-month period from June 2008 - May 2009. The procurement class for your account is: **100 to 500 kW.**

Based on your electric demand, you have choices for how you will receive your electricity in the future.

- Remain with PECO for your electric generation needs.
- Choose a competitive retail energy supplier.

PECO is purchasing electricity several different times throughout 2009 and 2010 to provide the lowest average price to customers and reduce the impact of market volatility for customers who do not choose to purchase electricity from a competitive retail supplier. We will provide the results of these purchases later this year so that you can make the best choice for your business.

We encourage you to start reviewing your options now and become educated about your choices as a PECO customer. We also encourage you to evaluate the offers of competitive retail electric suppliers, which may provide you the pricing and terms best suited for your business. Regardless of the option you choose, PECO will continue to provide your business with safe and reliable electric delivery and quality customer service.

More information about shopping for competitive retail electric suppliers, along with information on PECO's programs to help you manage your energy costs, like energy saving tips and discounts on energy saving products, can be found at www.peco.com.

Our customer service team remains committed to serving as your trusted partner for energy information. As always, please feel free to contact the number on your bill if you have any questions.



VERIFICATION

I, Stephen Subbio, Board President of Complainant, the Victory Condominium Association, hereby verify that the statements contained in the foregoing Answers to PECO Energy Company's Written Interrogatories and Requests for Production of Documents To The Victory Condominium Association (Set II) are true and correct to the best of my knowledge, information, and belief. I understand that false statements herein are made subject to the penalties of 18 P.A.C.S. § 4904, relating to unsworn falsification to authorities.

Date:

1/16/12



Stephen Subbio

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

THE VICTORY CONDOMINIUM :
ASSOCIATION :
v. : DOCKET NO. C-2011-2268126
PECO ENERGY COMPANY :

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Answers to PECO Energy Company's Written Interrogatories and Requests for Production of Documents To The Victory Condominium Association (Set II) were served via first class U.S. mail and email as follows:

Ward Smith, Esquire
PECO Energy Company
2301 Market Street, S-23
Philadelphia, PA 19103

HALBERSTADT CURLEY, LLC

By Charles V. Curley /mas
Charles V. Curley
Attorney for Complainant

Date: 1/12/12

EXHIBIT E-1

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

THE VICTORY CONDOMINIUM	:	
ASSOCIATION	:	
v.	:	DOCKET NO. C-2011-2268126
	:	
PECO ENERGY COMPANY	:	

**PECO Energy Company's
Written Interrogatories and Requests for Production of Documents
To The Victory Condominium Association
Set I**

Pursuant to 52 Pa. Code §§ 5.321, 5.341, and 5.349, PECO Energy Company ("PECO") propounds the following written interrogatories and requests for production of documents on The Victory Condominium Association, to be answered by those officers, employees, or agents who may be cognizant of the requested facts and who are authorized to answer on behalf of The Victory Condominium Association. Telephone or other contact concerning the availability and timing of formal responses is encouraged to the extent that it supplements, amplifies and/or explains the formal written responses.

**PECO Energy Company's
Written Interrogatories and Requests for Production of Documents
To The Victory Condominium Association
Set I, p. 1**

1. How many properties are managed by Wentworth Property Management Corporation?
2. Please describe the services provided by Wentworth Property Management Corporation to The Victory Condominium Association.
3. Please provide copies of all contracts between Wentworth Property Management Corporation and The Victory Condominium Association for any of the period January 1, 2008 through the present.
4. Please provide copies of any written procedure, policy, or practice of Wentworth Property Management Corporation that relates to review of utility contracts received by or to be entered into by a Wentworth Property Management Corporation client.
5. Please describe the process normally used by Wentworth Property Management Corporation to review utility contracts prior to the initiation of utility service at one its clients' properties.
6. Was the process described in response to question #5 followed in the case of The Victory Condominium Association and PECO Energy? If not, why was the normal process not followed? If not, what steps did Wentworth Property Management Corporation take to cause its review to conform to the process described in response to question #5.
7. Please provide copies of all written contracts entered into by The Victory Condominium Association with any and all natural gas service providers, water utility service providers, sewage utility service providers, telephone service providers, and cable service providers for the period January 1, 2008 to present.
8. Please provide copies of any written procedure, policy, or practice of Wentworth Property Management Corporation that relates to review of utility bills received by a Wentworth Property Management Corporation client.
9. Please describe the process used by Wentworth Property Management Corporation to review utility bills received by its customer base in general. In particular, does Wentworth review or evaluate factors such as demand, usage, contract minimums, rates and riders pursuant to which service is being provided, or any other factors?

**PECO Energy Company's
Written Interrogatories and Requests for Production of Documents
To The Victory Condominium Association
Set I, p. 2**

10. Please describe the process used by Wentworth Property Management Corporation to review utility bills received by The Victory Condominium Association. In particular, does Wentworth Property Management Corporation review or evaluate factors such as demand, usage, contract minimums, rates and riders pursuant to which service is being provided, or any other factors?
11. If the answer to #10 is in the affirmative, please provide copies of the results of all such evaluations undertaken since January 1, 2008.
12. Does Wentworth Property Management Corporation attempt to identify areas where Wentworth Property Management Corporation clients, in general, can operate their properties in a more sustainable, energy efficient manner?
13. Has Wentworth Property Management Corporation ever attempted to identify areas where The Victory Condominium Association can operate its property in a more sustainable, energy efficient manner?
14. If the answer to #13 is in the affirmative, please provide copies of the results of all such evaluations undertaken since January 1, 2008.
15. Please provide copies of all contracts between Commercial Utility Consultants and either Wentworth Property Management Company or The Victory Condominium Association, or both, for any of the period January 1, 2008 through the present.
16. Please provide copies of all studies, reports, or recommendations prepared by Commercial Utility Consultants with respect to PECO service to The Victory Condominium Association.

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**THE VICTORY CONDOMINIUM
ASSOCIATION**

v.

PECO ENERGY COMPANY

:
:
:
:
:
:

DOCKET NO. C-2011-2268126

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a copy of PECO Energy Company's Written Interrogatories and Requests for Production of Documents, Set I, in the above matter upon all interested parties by email and by mailing a copy properly addressed and postage prepaid to:

Charles V. Curley
Halberstadt Curley LLC
1100 E. Hector Street, Suite 425
Conshohocken, PA 19428

Dated at Philadelphia, Pennsylvania, December 15, 2011.



Ward Smith
Counsel for PECO Energy Company
2301 Market Street, S23-1
P.O. Box 8699
Philadelphia, PA 19101-8699
215-841-6863
ward.smith@exeloncorp.com

EXHIBIT E-2

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

THE VICTORY CONDOMINIUM :
ASSOCIATION :
 v. :
PECO ENERGY COMPANY :

DOCKET NO. C-2011-2268126

**The Victory Condominium Association's Supplemental Answers to
PECO Energy Company's Written Interrogatories and
Requests for Production of Documents To The Victory Condominium Association
Set I**

Victory Condominium Association, by and through its undersigned counsel,
hereby responds to the following written interrogatories and requests for production:

1. How many properties are managed by Wentworth Property Management Corporation?

RESPONSE: This interrogatory is more properly directed to Wentworth. Complainant severed its relationship with Wentworth in July 2009.

2. Please describe the services provided by Wentworth Property Management Corporation to The Victory Condominium Association.

RESPONSE: Wentworth took over as the property manager in 2008. Wentworth was only engaged in providing accounting and financial services for Victory. Wentworth did not advise Victory on any energy related issues.

3. Please provide copies of all contracts between Wentworth Property Management Corporation and The Victory Condominium Association for any of the period January 1, 2008 through the present.

RESPONSE: Victory attaches an unsigned copy of the Wentworth contract. Victory has no other responsive documents in its possession.

4. Please provide copies of any written procedure, policy, or practice of Wentworth Property Management Corporation that relates to review of utility contracts received by or to be entered into by a Wentworth Property Management Corporation client.

RESPONSE: Victory has no knowledge of Wentworth's policies, practices or procedures. Wentworth did not review any of Victory's utility contracts.

5. Please describe the process normally used by Wentworth Property Management Corporation to review utility contracts prior to the initiation of utility service at one its clients' properties.

RESPONSE: Victory has no knowledge of Wentworth's normal process for reviewing utility contracts. Wentworth did not review any of Victory's utility contracts.

6. Was the process described in response to question #5 followed in the case of The Victory Condominium Association and PECO Energy? If not, why was the normal process not followed? If not, what steps did Wentworth Property Management Corporation take to cause its review to conform to the process described in response to question #5.

RESPONSE: Victory has no knowledge of Wentworth's normal process for reviewing utility contracts. Wentworth did not review any of Victory's utility contracts.

7. Please provide copies of all written contracts entered into by The Victory Condominium Association with any and all natural gas service providers, water utility service providers, sewage utility service providers, telephone service providers, and cable service providers for the period January 1, 2008 to present.

RESPONSE: See attached UGI contract. Victory has no other documents in its possession, custody or control.

8. Please provide copies of any written procedure, policy, or practice of Wentworth Property Management Corporation that relates to review of utility bills received by a Wentworth Property Management Corporation client.

RESPONSE: Wentworth has no responsive documents.

9. Please describe the process used by Wentworth Property Management Corporation to review utility bills received by its customer base in general. In particular, does Wentworth review or evaluate factors such as demand, usage, contract minimums, rates and riders pursuant to which service is being provided, or any other factors?

RESPONSE: Victory has no knowledge of Wentworth's normal process for reviewing utility contracts. Wentworth did not review any of Victory's utility contracts.

10. Please describe the process used by Wentworth Property Management Corporation to review utility bills received by The Victory Condominium Association. In particular, does Wentworth Property Management Corporation review or evaluate

factors such as demand, usage, contract minimums, rates and riders pursuant to which service is being provided, or any other factors?

RESPONSE: Victory has no knowledge of Wentworth's process for reviewing utility contracts. Wentworth did not review any of Victory's utility contracts.

11. If the answer to #10 is in the affirmative, please provide copies of the results of all such evaluations undertaken since January 1, 2008.

RESPONSE: There are no responsive documents.

12. Does Wentworth Property Management Corporation attempt to identify areas where Wentworth Property Management Corporation clients, in general, can operate their properties in a more sustainable, energy efficient manner?

RESPONSE: Victory has no knowledge of Wentworth's process for reviewing sustainable, energy efficient alternatives for clients. Wentworth did not review provide Victory with any advice with regard to sustainable, energy efficient alternatives.

13. Has Wentworth Property Management Corporation ever attempted to identify areas where The Victory Condominium Association can operate its property in a more sustainable, energy efficient manner?

RESPONSE: No.

14. If the answer to #13 is in the affirmative, please provide copies of the results of all such evaluations undertaken since January 1, 2008.

RESPONSE: There are no responsive documents.

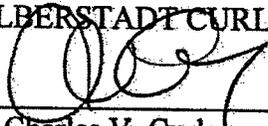
15. Please provide copies of all contracts between Commercial Utility Consultants and either Wentworth Property Management Company or The Victory Condominium Association, or both, for any of the period January 1, 2008 through the present.

RESPONSE: CUC documents have been provided subject to a reservation of confidentiality.

16. Please provide copies of all studies, reports, or recommendations prepared by Commercial Utility Consultants with respect to PECO service to The Victory Condominium Association.

RESPONSE: CUC documents have been provided subject to a reservation of confidentiality.

HALBERSTADT CURLEY, LLC

By: 

Charles V. Curley
Attorney for Complainant

Date: 11/21/2012

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

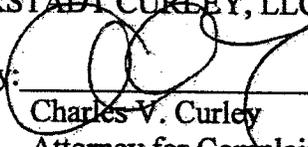
THE VICTORY CONDOMINIUM	:	
ASSOCIATION	:	
v.	:	DOCKET NO. C-2011-2268126
PECO ENERGY COMPANY	:	

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Objections to request Nos. 1-16 of PECO Energy Company's Written Interrogatories and Requests for Production of Documents To The Victory Condominium Association (Set I) were served via first class U.S. mail and email as follows:

Ward Smith, Esquire
PECO Energy Company
2301 Market Street, S-23
Philadelphia, PA 19103

HALBERSTADT CURLEY, LLC

By: 

Charles V. Curley
Attorney for Complainant

Date: 1/27/2017

EXHIBIT F-1

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

THE VICTORY CONDOMINIUM	:	
ASSOCIATION	:	
v.	:	DOCKET NO. C-2011-2268126
	:	
PECO ENERGY COMPANY	:	

PECO'S ANSWERS TO VICTORY'S INTERROGATORIES
SET I

Victory Interrogatory I-2: Was the process described in response to Interrogatory 1 followed in determining the contract limits to be applied to Complainant's service? If your answer to this Interrogatory is no, why was the process not followed?

PECO Answer to Victory Interrogatory I-2:

Yes. Although this transaction was described to PECO as being a name change, thus warranting use of the existing contract limits without further discussion, PECO inquired, through a series of emails culminating on August 19, 2008, whether operations would be changing under the new owner. The applicant replied in writing, on its letterhead, that nothing would be changing. PECO therefore applied the same contract limits as for the prior customer. The series of emails and August 19, 2008 letter are attached as Attachment A to PECO Answer to Interrogatory I-2.

Responsible Witness: Scott Neumann

Attachment A to PECO Answer to Interrogatory I-2.

Series of emails culminating on August 19, 2008, with Victory's August 19, 2008
Letterhead Reply

From: Monique Lloyd [mailto:mlloyd@wentworthmgt.com]
Sent: Tuesday, August 19, 2008 12:08 PM
To: Lebron, Michele
Subject: FW: CHANGE NAME, 34455-01302, 1001 Chestnut Street, Philadelphia, PA 19106

Michelle,

Please see the email chain below. Please also see attachment. Please contact me if you need any more information.

Thank you,

Monique G. Lloyd, ARM
Community Association Manager
Wentworth Property Management
215-282-1840 (ofc)
215-925-3786 (fax)

mlloyd@wentworthmgt.com

Our Mission: "To be the leader of the Community Association Management industry, providing the highest level of service to our customers."

From: Alice D'Ambrosio [mailto:aliced@philamanagement.com]
Sent: Tue 8/19/2008 11:53 AM
To: Monique Lloyd
Subject: FW: CHANGE NAME, 34455-01302, 1001 Chestnut Street, Philadelphia, PA 19106

HI MONIQUE,

HERE ARE THE INSTRUCTIONS FOR PECO. I WAS TOLD I DIDN'T HAVE TO CONTACT THE WATER REVENUE BUREAU. PLEASE CONTACT THEM AND LET ME KNOW IF I NEED TO DO ANYTHING FOR THAT.....THANKS!

SORRY I DIDN'T REMEMBER ALL OF THIS WHEN WE WERE TALKING.

Alice D'Ambrosio

From: Alice D'Ambrosio
Sent: Thursday, June 12, 2008 3:52 PM
To: 'Stacia Rose'
Cc: 'michele.lebron@peco-energy.com'
Subject: FW: CHANGE NAME, 34455-01302, 1001 Chestnut Street, Philadelphia, PA 19106

HI STACIA,

HERE IS WHAT YOU WILL NEED TO DO FOR PECO.

Alice D'Ambrosio

From: michele.lebron@peco-energy.com [mailto:

Sent: Friday, May 30, 2008 11:37 AM

To: Alice D'Ambrosio

Subject: RE: CHANGE NAME, 34455-01302, 1001 Chestnut Street, Philadelphia, PA 19106

Alice, per our discussion today, please forward this email to the new property management company and cc: me.

I will need them to include the all of the information requested below on their letterhead for the Subject account and return to me. My contact information is listed at the end of my email.

Owner's/Business Name: The Victory Condominiums c/o Wentworth Property Management

Date of transfer: 6/10/08

Account Number: 34455-01302 (current acct#) will change

Service Address: 1001 Chestnut St, Philadelphia PA 19106

Mailing Address: 766-768 South 9th Street Lower Level Philadelphia, PA 19147

Phone number: 1-800-870-0010

Fax number:

Credit Reference: If new applicant is a current customer of PECO Energy, please provide an account number we could reference. Please clarify

Type of Service: (If nothing is changing with the operation of the building, I assume the new owner will stay with the same contract limits but I need that stated in the letter.) nothing is changing

Primary Point of Contact (POC) name: Monique G. Lloyd

Primary POC phone number: 1-800-870-0010

Primary POC fax number: 1-215-282-1841

Tax-ID: 23-2975354

SIC Code:

NOTE: If tax exemptions should be applied to customer's account, the customer must submit a copy of its tax exemption certificate.)

Feel free to contact me if you have any questions. I can be reached in the office at 215-841-6661.

Thanks,

Michele Lebrón
Account Manager
PECO
Energy Services Organization

2301 Market Street, S10-1
Philadelphia, PA 19103
215-841-6661 Office
215-841-5448 Fax
michele.lebron@peco-energy.com

 Please don't print this e-mail unless you really need to. Thank you!

From: Alice D'Ambrosio [mailto:aliced@philamanagement.com]
Sent: Friday, May 30, 2008 11:30 AM
To: Lebron, Michele
Subject: RE: CHANGE NAME

I DON'T KNOW THE DATE YET

Alice D'Ambrosio

From: michele.lebron@peco-energy.com [mailto:michele.lebron@peco-energy.com]
Sent: Friday, May 30, 2008 11:29 AM
To: Alice D'Ambrosio
Subject: RE: CHANGE NAME

effective date?

From: Alice D'Ambrosio [mailto:aliced@philamanagement.com]
Sent: Friday, May 30, 2008 11:25 AM
To: Lebron, Michele
Subject: RE: CHANGE NAME

1001 CHESTNUT ST

Alice D'Ambrosio

From: michele.lebron@peco-energy.com [mailto:michele.lebron@peco-energy.com]
Sent: Friday, May 30, 2008 11:24 AM
To: Alice D'Ambrosio
Subject: RE: CHANGE NAME

Alice, which property are you referring to?

From: Alice D'Ambrosio [mailto:aliced@philamanagement.com]
Sent: Friday, May 30, 2008 8:20 AM
To: Lebron, Michele
Subject: CHANGE NAME

HI MICHELLE,

WE WILL BE GIVING UP MANAGEMENT OF A PROPERTY SOON AND I NEED TO KNOW WHAT NEEDS TO BE DONE TO CHANGE THE NAME AND BILLING ADDRESS FOR THIS.

THANKS FOR YOUR HELP!

Alice D'Ambrosio
Property Accountant

EXHIBIT F-2

THE VICTORY CONDOMINIUM ASSOCIATION

C/o Wentworth Property Management

1001-13 Chestnut Street

Philadelphia, PA 19107

(800) 870-0010 (ofc)

(215) 282-1841 (fax)

Owner's/Business Name: The Victory Condominiums c/o Wentworth Property Management

Date of transfer: 6/10/08

Account Number: 34455-01302 (current acct#) will change

Service Address: 1001 Chestnut St, Philadelphia PA 19106

Mailing Address: 766-768 South 9th Street Lower Level Philadelphia, PA 19147

Phone number: 1-800-870-0010

Fax number:

Credit Reference: If new applicant is a current customer of PECO Energy, please provide an account number we could reference. Please clarify

Type of Service: (If nothing is changing with the operation of the building, I assume the new owner will stay with the same contract limits but I need that stated in the letter.) nothing is changing

Primary Point of Contact (POC) name: Monique G. Lloyd

Primary POC phone number: 1-800-870-0010

Primary POC fax number: 1-215-282-1841

Tax-ID: 23-2975354

SIC Code:

EXHIBIT G

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

<p>THE VICTORY CONDOMINIUM ASSOCIATION, Complainant</p> <p style="text-align: center;">v.</p> <p>PECO ENERGY COMPANY Respondent.</p>	<p>Docket No. C-2011-2268126</p>
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REPLY TO NEW MATTER

1. Admitted.
2. Denied. After reasonable investigation Plaintiff is unable to admit or deny the corresponding allegation. Accordingly, same is denied and strict proof is demanded at trial.
3. Denied. After reasonable investigation Plaintiff is unable to admit or deny the corresponding allegation. Accordingly, same is denied and strict proof is demanded at trial.
4. Admitted in part; denied in part. It is admitted that Plaintiff has an account number as identified in the corresponding allegation. Plaintiff is unable to admit or deny the remaining allegations and same are denied and strict proof is demanded at trial.
5. Denied. The allegations of the corresponding paragraph attempt to characterize an e-mail that is allegedly written (though not attached to the Answer).
6. Denied. The allegations of the corresponding paragraph attempt to characterize a written document. Accordingly, same are denied and strict proof is demanded at trial.
7. Admitted.
8. Denied as stated. To the extent that Defendant is attempting to assert that it instituted service at the request of Plaintiff, same is denied.

9. Denied. After reasonable investigation Plaintiff is unable to admit or deny the corresponding allegation. Accordingly, same is denied and strict proof is demanded at trial.

10. Denied. The allegations of the corresponding paragraph attempt to characterize a written document. Accordingly, same are denied and strict proof is demanded at trial.

11. Admitted.

12. Admitted.

13. Denied. The allegations of the corresponding paragraph attempt to characterize a part of a Tariff that, in its entirety, speaks for itself.

14. Admitted.

15. Denied. The allegations of the corresponding paragraph attempt to characterize a written document. Accordingly, same are denied and strict proof is demanded at trial.

16. Admitted.

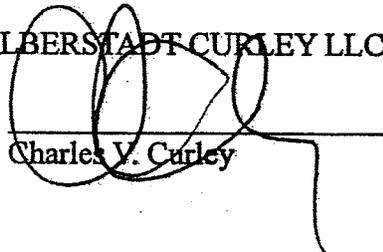
17. Denied. After reasonable investigation Plaintiff is unable to admit or deny the corresponding allegation. Accordingly, same is denied and strict proof is demanded at trial.

WHEREFORE, Complainant requests that respondent PECO Energy Company be required to answer the above allegations and that, upon final hearing the Commission will make such Order as may be required.

Date: 1/3/2012

HALBERSTADT CURLEY LLC

By:


Charles V. Curley

VERIFICATION

I, Steven Subbio, Board President of The Victory Condominium Association owner and operator and authorized agent for the Complainant, deposes and says that he is authorized to make this Verification and that the facts set forth in the foregoing Reply to New Matter are true and correct to the best of his present knowledge, information and belief and that I makes this Verification subject to the penalties of 18 Pa. C.S. § 4904 pertaining to false statements to authorities.

Date: 12/28/11



Steven Subbio, President

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

<p>THE VICTORY CONDOMINIUM ASSOCIATION, Complainant</p> <p style="text-align: center;">v.</p> <p>PECO ENERGY COMPANY Respondent.</p>	<p>Docket No. C-2011-2268126</p>
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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Reply to New Matter was sent via first class U.S. mail and email addressed as follows:

Ward Smith, Esquire
PECO Energy Company
2301 Market Street, S-23
Philadelphia, PA 19103

Honorable Christopher P. Pell, Administrative Law Judge
Pennsylvania Public Utility Commission
801 Market Street, Suite 4063
Philadelphia, PA 19107

HALBERSTADT CURLEY LLC

By: _____

Charles V. Curley
Attorneys for Complainant

Date: 1/3/2012

EXHIBIT H

RULES AND REGULATIONS (continued)

(including attorney's fees), whether known or unknown, present or future, that arise from such conditions. This indemnification provision shall survive the termination or expiration of said agreement and the termination of the business relationship of the parties thereto.

3.4 SERVICE ENTRANCE EQUIPMENT. All equipment beyond the point of delivery, except the meter, shall be installed by the customer. Installation shall be in conformity with the National Electrical Code and the Company's published "Electric Service Requirements", and shall include, where necessary, an approved sealable device for mounting a meter. The meter will be supplied, owned and sealed by the Company or another AMSP.

3.5 SECONDARY SERVICE CONNECTION. (a) Wiring of any premises for connection to overhead lines must be brought outside of the building wall to a location designated or approved by the Company, at which point the house wiring must extend at least 3 feet for attachment to the Company's service-supply lines. (b) Service connections to the Company's underground facilities shall terminate on the customer's premises in an approved connection box from which customer's wiring shall extend to the other service entrance equipment.

3.6 UNDERGROUND SERVICE. Customers desiring an underground service from overhead wires must bear the excess cost incident thereto. Specifications and terms for such construction will be furnished by the Company on request.

3.7 NONSTANDARD SERVICE. The customer or applicant for service shall pay the cost of any special installation necessary to meet the unusual requirements of the customer or applicant for service, including but not limited to: (1) service at other than standard voltages, (2) service for loads that will be intermittent and which, in the Company's sole judgment, would not generate sufficient revenue to recover the installation costs of the required facilities, (3) service for loads that will be continuous but that will generate minimal usage, and which, in the Company's sole judgment, would not generate sufficient revenue to recover the installation costs of the required facilities, and (4) service for loads that will require provision of closer voltage regulation than required by standard service.

The customer or applicant shall pay all costs to the Company of performing environmental assessments, including, but not limited to, the cost of consultants utilized by the Company, the cost of removal and disposal of contamination, waste or hazardous materials or dealing with other adverse environmental conditions associated with either the initial installation, modification, repair, maintenance or removal of service facilities.

3.8 RELAY PROTECTION. The customer must install at the customer's own expense a reverse-phase relay of approved type on all alternating current motors for passenger and freight elevators, hoists, and cranes, and a reverse-power relay for parallel operation.

4. APPLICATION FOR SERVICE

4.1 PLACE OF APPLICATION. Customers may apply for service at the Company's Principle Office or, in some cases, over the telephone. (C)

4.2 SERVICE CONTRACT. Every applicant for service may be required to sign a contract, agreement, or other form then in use by the Company, covering the special circumstances of the use of service, and shall abide by these Rules and Regulations and the standard requirements of the Company.

4.3 CONTRACT DATA. The application shall contain a statement of the premises to be served, the rate under which service is desired, and such conditions or riders as are applicable to the special circumstances of the case.

4.4 RIGHT TO REJECT. The Company may place limitations on the amount and character of service it will supply or may reject applications for service: not available under a standard rate; which might affect service to other customers; which is to be delivered at a location or at a standard voltage that involves excessive cost; for bad credit; for the applicant's failure to provide identifying documentation; when an applicant's self-identification cannot be verified; or for other good and sufficient reasons. Customers cannot be denied Default PLR Service or new service for failure to pay an EGS's charges.

The Company has the right to restrict service to only those locations which will not expose the Company to liability for known or suspected contamination, waste or hazardous materials or other adverse environmental conditions.

4.5 ACCEPTANCE. Before the Company affirmatively accepts an application, the Company will consider the application to be "pending". When an application is accepted, it constitutes the contract between the customer and the Company, subject to the Rules and Regulations. A customer or other recipient of service also becomes contractually obliged to the Company when service is provided according to the application either with or without modification, or when the customer otherwise receives service.

4.6 SPECIAL CONTRACTS. Standard contracts shall be for terms as specified in the statement of the rate, but where large or special investment is necessary for the supply of service, or where service is to be used for an emergency or temporary replacement of another method of operation, contracts of longer term than specified in the rate, or with special guarantees of revenue, or both, may be required.

In addition, the Company may enter into long term contracts for firm service to customers or potential customers who: a) demonstrate that they are considering competitive alternatives (including self generation) to PECO Energy service; and b) who require in excess of 40,000 kW of monthly capacity supplied by PECO Energy; or in circumstances where the customer contributes to the

(C) Indicates Change

RULES AND REGULATIONS (continued)

significant economic well-being of the region, as evidenced by an award from the Commonwealth of Pennsylvania of an Opportunity Grant in the amount of \$250,000 or greater. The terms and conditions of service and charges will be mutually agreed upon between the Company and the customer and will be reflected in a signed service agreement that will not become effective until approved by the Commission. Rates will be established on a case by case basis and will be sufficient to cover all appropriate incremental costs, including the costs of labor, materials, and overhead and a contribution to fixed costs.

For contracts that do not contain provisions governing the customer's rights upon the advent of Direct Access, the Company will unbundle the customer's contract effective as of January 1, 1999 in a manner that retains the customer's discount and that reflects the amount of Transition and Stranded Costs presumptively embedded in the customer's contract. The dollar value of the customer's discount will be reflected in the CTC component of the bill and if that reflection produces a CTC less than zero, the CTC will be set at zero and the remainder of the discount will be reflected in the customer's Energy and Capacity Charge. For contracts that do contain provisions governing the customer's rights upon the advent of Direct Access, the Company will unbundle the customer's contract in accordance with its terms and conditions.

Contract expiration shall not affect the applicability of any statutory rate cap or any rate cap contained in the Joint Petition for Full Settlement then in effect.

Unless the customer's contract contains provisions concerning the customer's rights upon the advent of Direct Access, the customer may obtain Competitive Energy Supply and continue to pay the unbundled Distribution Charges and Competitive Transition Charges designed in accordance with this Rule for the duration of the term of the contract. For contracts that contain provisions governing the customer's rights upon the advent of Direct Access, the customer will be entitled to obtain Competitive Energy Supply only in accordance with the terms and conditions of the customer's contract. The dollar value of the customer's discount will be reflected as set forth above with respect to contracts that do not contain provisions governing the customer's rights upon the advent of Direct Access.

4.7 UNAUTHORIZED USE. Unauthorized connection to the Company's facilities, and/or the use of service obtained from the Company without authority, or by any false pretense, may be terminated by the Company. The use of service without notifying the Company or the AMSP and enabling them to read its meter will render the user liable for any amount due for service provided to the premises from the time of the last reading of the meter, immediately preceding the customer's occupancy, as shown by the Company's books.

4.8 WITHDRAWAL OF APPLICATION. In the event the customer (or potential customer) withdraws an application for either new or modified service, the customer will reimburse the Company for all reasonable costs incurred by the Company in anticipation of providing the new or modified service.

5. CREDIT

5.1 PAYMENT OBLIGATION. For customers for whom the Company provides Consolidated EDC Billing or Separate EDC Billing, the provision of service for any purpose, at any location, is contingent upon payment of all charges provided for in this Tariff (and, for the same class of service (residential or non-residential) under the Company's Gas Service Tariff, if the customer also receives gas service at the same premises) as applicable to the location and the character of service.

5.2 PRIOR DEBTS. Service will not be furnished to former customers until any indebtedness to the Company for previous service of the same classification has been satisfied or a payment arrangement has been made on the debt. This rule does not apply to the disputed portion of disputed bills under investigation. The Company will apply this rule to the disputed portion of disputed bills, if, and only if: (1) the Company has made diligent and reasonable efforts to investigate and resolve the dispute; (2) the result of the investigation is that the Company determines that the customer's claims are unwarranted or invalid; (3) the Commission and/or the Bureau of Consumer Services has decided a formal or informal complaint in the Company's favor and no timely appeal is filed; and (4) the customer nevertheless continues to dispute the same matter in bad faith.

5.3 GUARANTEE OF PAYMENTS. For customers for whom the Company provides Consolidated EDC Billing or Separate EDC Billing, before the Company will render service or continue to render service, the Company may require an applicant for service or a current customer that has bad credit or an applicant for service whose credit is not established, to provide a cash deposit, letter of credit, surety bond, or other guarantee, satisfactory to the Company. The Company will hold the deposit as security for the payment of final bills and compliance with the Company's Rules and Regulations. Any residential customer, having secured the return of a deposit, shall not be required to make a new deposit unless the service has been discontinued or terminated, or unless the customer has bad credit. In addition, the Company may require industrial and commercial customers for which it provides Consolidated EDC Billing or Separate EDC Billing to post a deposit at any time if the Company determines that the customer is no longer creditworthy or has bad credit.

5.4 AMOUNT OF DEPOSIT. For residential customers the deposit will be equal to one-sixth of the applicant's or customers estimated annual bill for Company charges, based on applicable rates. A deposit from a residential customer shall conform to the requirements of 66 Pa. C.S. 1404(c) and applicable Pennsylvania Public Utility Commission regulations. For industrial and commercial accounts, the amount of the deposit shall be the Company's projection of the sum of (C) Company charges in the customer's two highest monthly bills in the 12 months following the deposit. The provisions of 11 U.S.C. §366(b) of the Federal Bankruptcy Code, or any successor statute or provision, shall, if inconsistent, supersede the provisions of this rule.

(C) Indicates Change

EXHIBIT I

The Victory Condominium Association

***1001-1013 Chestnut Street
Attn: Management Office
Philadelphia, PA 19107
(215) 925-6384 Office – (215) 925-6386 Fax
E-mail: cpace@robertwisemanagement.com***

January 24, 2011

Michele Lebron, Account Representative
PECO Energy Company
Business Account Services
2301 Market Street, S10-1
Philadelphia, PA 19101

**RE: The Victory Condo
PECO Account #34455-61001**

Dear Michele:

I have been informed that our PECO account has a contract minimum of 560 KW. This demand has been applied to our bills in all of the non-summer months since the association took over this account in June 2008. Please adjust the contract limits on this account to 200/500KW with an Off-Peak max of 600 KW effective on our next billing.

This mistake has resulted in substantial overcharges and it is my understanding that a Contract for HT service was never sent for review and thus never signed. The highest registered demand for our building was 377kw during the January to February 2010 billing period. A review of the bills prior to June 2008 does not show any contract minimum affecting our account. Your letter received in January last year stated that our account was enrolled in the 100 to 500kw rate class while we were being billed 560kw.

The Board of Directors of the Victory Condominium is currently working with a consultant to quantify the overcharges from June 2008 through December 2010. Since there is no justification for such a high contract minimum on our account, we request that these overcharges be returned either in the form of a check or a credit to our account.

Thank you for your cooperation; should you have any questions or require additional information, please contact me at 215-876-5208 at your earliest convenience.

Sincerely,



Maureen Anoba
Board President
Victory Condominium Association