



Exelon Business Services Company  
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PUBLIC UTILITY COMMISSION  
PHILADELPHIA OFFICE  
ADMINISTRATIVE LAW JUDGE

Direct Dial: 215 841 6841

July 23, 2013

Christopher Pell, Adm. Law Judge  
Pa. Public Utility Commission  
801 Market Street, Suite 4063  
Philadelphia, PA 19107

**RE: Alliance of Youth Mission Ministries v. PECO Energy Company**  
**Docket No.: C-2013-2358115**

Dear Judge Pell:

Enclosed please find three (3) additional copies of PECO's exhibits 5, 15 and 16. By copy of this letter, I am sending a copy of these documents to the Complainants attorney and the court reporter.

Please call my direct dial number if you have any questions regarding this case.

Very truly yours,

Shawane Lee  
Counsel for PECO Energy Company

SL/lo  
Enclosures

cc: Robert Simmons, Esq. (via first class mail)  
Shannon Connell, Sargent's Court Reporting Service (via email)

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

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

Account Number:  
62477-07068  
Account Status: Active

Mail To:  
ALLIANCE YOUTH MISSION  
3040 N 22ND ST  
PHILADELPHIA PA 19132

Current Bill: \$873.65  
Billed Prior: \$18299.65  
Balance Due: \$19173.30  
Service Address:  
3040 N 22ND ST  
PHILADELPHIA PA 19132

Credit Amount: \$0.00  
Deposit Requested: \$3705.00  
Deposit On-Hand: \$3405.00

Rate: Electric Commercial Service 0-100kw

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DATE	CHARGE TYPE	BILLING PERIOD	READ	METER #	CHARGE AMOUNT	CREDIT AMOUNT	TOTAL BILL	BALANCE FORWARD	DUE DATE	KWH	CCF	KW
06/26/12	DEPOSIT				\$3705.00							
06/27/12	ELECTRIC SERVICE	01/17/12 02/02/12	37237	334206970	\$844.23							
06/27/12	ELECTRIC SERVICE	02/02/12 03/04/12	50715	334206970	\$1455.82							
06/27/12	ELECTRIC SERVICE	03/04/12 04/02/12	58394	334206970	\$976.78							
06/27/12	ELECTRIC SERVICE	04/02/12 05/01/12	64378	334206970	\$776.89							
06/27/12	ELECTRIC SERVICE	05/01/12 05/31/12	68727	334206970	\$528.20							
06/27/12	CONNECTION CHARGE - STANDARD				\$6.00							
06/27/12	Regular Bill						\$8292.92		07/19	39313		100
07/02/12	ELECTRIC SERVICE	05/31/12 06/29/12	72068	334206970	\$363.48							
07/02/12	Regular Bill						\$8656.40		07/24	3341		7
07/27/12	Payment Agreement					\$4951.40						
07/27/12	INSTALLMENT PAYMENT AGREEMENT				\$2475.70							
08/02/12	ELECTRIC SERVICE	06/29/12 08/01/12	76339	334206970	\$418.87							
08/02/12	DEPOSIT											
08/02/12	INSTALLMENT PAYMENT AGREEMENT				\$1265.77							
08/02/12	Regular Bill						\$7865.34	\$3705.00	08/24	4271		7
08/14/12	Payment					\$1000.00						
08/29/12	Late Payment Charge				\$46.85							
08/31/12	Returned Check				\$300.00							
08/31/12	ELECTRIC SERVICE	08/01/12 08/30/12	79905	334206970	\$367.63							
08/31/12	DEPOSIT											
08/31/12	RETURNED CHECK NSF CHARGE				\$20.00							
08/31/12	INSTALLMENT PAYMENT AGREEMENT				\$1265.77							
08/31/12	Regular Bill						\$8865.59	\$7212.19	09/25	3566		6
09/04/12	Payment					\$6865.34						
09/07/12	Returned Check				\$6865.34							
09/07/12	RETURNED CHECK NSF CHARGE				\$20.00							
09/18/12	Payment					\$1640.77						
10/02/12	ELECTRIC SERVICE	08/30/12 10/01/12	84238	334206970	\$449.61							
10/02/12	Late Payment Charge				\$102.24							
10/02/12	Regular Bill						\$7796.67	\$7327.06	10/24	4333		6
10/30/12	ELECTRIC SERVICE	10/01/12 10/29/12	90465	334206970	\$742.53							
10/30/12	Late Payment Charge				\$109.28							
10/30/12	Regular Bill						\$8648.48	\$7905.95	11/21	6227		15
11/30/12	ELECTRIC SERVICE	10/29/12 11/29/12	5944	334206970	\$1677.65							
11/30/12	Regular Bill						\$10326.13	\$8648.48	12/26	15479		30
01/02/13	Late Payment Charge				\$15.86							
01/04/13	ELECTRIC SERVICE	11/29/12 01/03/13	25830	334206970	\$2119.33							
01/04/13	Regular Bill						\$12461.32	\$10341.99	01/28	19886		31
02/04/13	Late Payment Charge				\$177.37							
02/05/13	Late Charge cancelled											
02/05/13	Payment					\$177.37						
02/05/13	Late Payment Charge				\$31.79							
02/06/13	ELECTRIC SERVICE	01/03/13 02/03/13	44528	334206970	\$352.59							
02/06/13	ELE-Direct Energy Services				\$1876.00							
02/06/13	Regular Bill						\$13621.70	\$11393.11	02/28	18698		37

PECO ENERGY  
EXHIBIT 5

PECO Account Activity Statement

DATE	CHARGE TYPE	BILLING PERIOD	READ	METER #	CHARGE AMOUNT	CREDIT AMOUNT	TOTAL	BALANCE BILL	DUE FORWARD	DATE	KWH	CCF	KW
02/13/13	Payment					\$1100.00							
03/05/13	Late Payment Charge				\$177.89								
03/07/13	Payment					\$500.00							
03/07/13	ELECTRIC SERVICE	02/03/13 03/04/13	64724	334206970	\$406.88								
03/07/13	ELE-Direct Energy Services				\$2026.31								
03/07/13	Regular Bill						\$14632.78	\$12199.59	04/01		20196		45
04/04/13	Payment					\$1000.00							
04/05/13	ELECTRIC SERVICE	03/04/13 04/02/13	81851	334206970	\$372.53								
04/05/13	ELE-Direct Energy Services				\$1718.39								
04/05/13	Regular Bill						\$15723.70	\$13632.78	04/29		17127		42
04/08/13	Late Payment Charge				\$191.88								
05/06/13	ELECTRIC SERVICE	04/02/13 05/01/13	91731	334206970	\$298.05								
05/06/13	ELE-Direct Energy Services				\$991.28								
05/06/13	Late Payment Charge				\$85.68								
05/06/13	Regular Bill						\$17290.59	\$16001.26	05/28		9880		38
06/04/13	Late Payment Charge				\$105.01								
06/05/13	ELECTRIC SERVICE	05/01/13 06/02/13	99191	334206970	\$155.58								
06/05/13	ELE-Direct Energy Services				\$748.47								
06/05/13	Regular Bill						\$18299.65	\$17395.60	06/27		7460		27
07/02/13	Late Payment Charge				\$118.57								
07/05/13	ELECTRIC SERVICE	06/02/13 07/01/13	5295	334206970	\$142.66								
07/05/13	ELE-Direct Energy Services				\$612.42								
07/05/13	Regular Bill						\$19173.30	\$18418.22	07/29		6104		25

**PA Public Utility Commission  
Bureau of Consumer Services  
Outbound Informal Report**

Case Number: 003045656      Opened On: 2012-11-20      Date Received: 2012-11-20  
 Investigator: TRACI MORA      Acct. Number: 6247707068      Utility Type: Electric Distributor  
 Company Name: PECO      Assessor Name / Number: CONWAY JR, RICHARD T.  
 Class of Service: C      Case Writer Name / Number: LITZENBERGER, BRIGITTE H

Customer Name And Service Address: Mailing Address: Rate: EM2  
 ALLIANCE YOUTH MISSIONARY      ALLIANCE YOUTH  
 MISSIONARY      Total Balance: 8648.48  
 3040 N 22ND ST

Heating: N

PHILADELPHIA, PA 19132- , -

Telephone: () -      Alternate: (215) 626-4808  
 Due Date: 2012-11-21      Budget: 871.00

Report Message Type	Date	Report Details
Informal Complaint		
Comp. Investigation Before BCS		<p>Commercial service at 3040 N 22nd St., Philadelphia was billed to Dillard House from 3/15/09 to 6/28/15 on account 62477-07040.</p> <p>See BCS 2587596 filed by Dominique Dixon on 9/02/09.</p> <p>06/13/12                      Dominique Dixon, President of Alliance Youth Mission Ministries Inc, came into the Company's office to apply for commercial service at 3040 N 22nd St., Philadelphia. Ms. Dixon provided a copy of her deed with a purchase date of 1/17/12, tax identification, EIN certificate with number but no completed, signed service application, picture identification, and Delaware Corporation papers. It was explained the Company would not be able to process the service request due to the unpaid balance on the existing account and she would be required to provide a completed, signed service application, 2 forms of identification (1 with photo) and Articles of Incorporation. It was explained once all required documents are received an investigation would be performed to determine if Alliance Youth Mission Ministries Inc is responsible for any of the unpaid charges. It was explained this would take 10 business</p>

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		<p>days once information is received. A denial of service notice was presented to Ms. Dixon. Ms. Dixon was quoted a deposit of \$3,705.00. The representative gave Ms. Dixon all her documents back and provided the Company's fax number to fax all required documents. Later the same day, the Company received the faxed documents from Ms. Dixon.</p> <p>06/26/12 The Company reviewed the faxed information from Ms. Dixon. The service request for Alliance Youth Mission Ministries Inc was approved, account 62477-07068, and processed with an effective date of 1/17/12 since the deed indicated the property was purchased on 1/17/12. A request was processed to back-bill Alliance Youth Mission Ministries Inc effective 1/17/12.</p> <p>06/27/12 Billing on account 62477-07040 (Dillard House) canceled from 1/03/12 to 5/31/12 for 46,156 kWh and \$5,950.77. Late charges of \$19.64 were cancelled.</p> <p>Account 62477-07068 (Alliance Youth Mission Ministries) was back-billed from 1/17/12 to 5/31/12 for 39,313 kWh and bill issued for \$8,292.92, which included the \$6.00 standard connection charge and \$3,705.00 deposit.</p> <p>06/28/12 Account 62477-07040 (Dillard House) finalized and re-billed from 1/03/12 to 1/17/12 for 6,843 kWh and \$857.34. Final bill for \$2,128.69 issued, due 7/20/12.</p> <p>07/26/12 72-hour termination notice was delivered to the property for the past due balance of \$8,656.40.</p> <p>07/27/12 Dominique Dixon requested a payment agreement. An installment payment agreement was issued on the balance of \$4,951.40 with a down payment of \$2,475.70 and 2 installments of \$1265.77 plus current charges. The customer was advised the deposit of \$3,705.00 could not be included in the agreement and remained past due.</p>
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		<p>08/14/12 Payments of \$700.00 and \$300.00 posted to the account via check.</p> <p>08/31/12 The payment of \$300.00 was returned due to non-sufficient funds. The customer was billed a \$20.00 returned item fee. The account was coded ineligible for electronic payments for 1 year. A letter was sent to advise the customer.</p> <p>09/04/12 Payment of \$6,865.34 posted to the account via check.</p> <p>09/07/12 The payment of \$6,865.24 was returned due to non-sufficient funds. The customer was billed a \$20.00 returned item fee. The account was coded cash or certified funds only for 1 year. A letter was sent to advise the customer.</p> <p>09/12/12 72-hour termination notice was delivered to the property for the past due balance of \$7,165.34.</p> <p>10/12/12 Company technician visited the property to terminate the service. Contact made and contact person stated there were mental health patients on oxygen. Contact person would not allow technician to verify. Termination postponed pending medical certification.</p> <p>10/26/12 Company technician visited the property to terminate the service. There was no answer, no access to the indoor meter.</p> <p>11/19/12 72-hour termination notice was delivered to the property for the past due balance of \$7,796.67.</p> <p>11/19/12 9:54 AM</p>
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		<p>Mr. Hawes, Administrator, requested payment agreement.  Rep advised account not eligible for a new payment agreement due to prior unkept agreement.  Rep advised to pay the past due balance of \$7,796.67 to avoid termination of service.  The caller requested a supervisor and was transferred.</p> <p>10:06 AM  Supervisor advised not eligible for a new payment agreement and needed to pay the past due balance of \$7,796.67 by 11/22/12 to avoid termination.</p>
<b>Last Contact With Customer</b>		
	2012-11-19	<p>11:42 AM  Brandon called requesting a payment agreement.  Rep advised the past due balance was \$7,796.67.  Rep advised not eligible for a new payment agreement and to pay the past due balance immediately to avoid termination.  Rep referred caller to energy assistance.</p>
<b>Comp. Investigation After BCS</b>		
		<p>11/20/12  Scott Hawes filed BCS 3045656.</p> <p>11/26/12  A letter acknowledging receipt of the complaint was sent requesting the customer contact the company.</p> <p>11/27/12  11:31 AM  A representative telephoned and acknowledged receipt of the complaint with Mr. Hawes.  The representative advised the Company received a deed dated 1/17/12 made between the prior owner, Christian Tabernacle Friendly Community Church, Inc., and Alliance Youth Mission Ministries, Inc.  The representative inquired if Dillard House had an agreement with Alliance Youth Mission Ministries to stay at the property until Alliance Youth Mission Ministries occupied the property.  Mr. Hawes stated there was an agreement made between Dillard House and Christian Tabernacle Friendly Community Church that Dillard House could occupy the premises until March 2012.  Mr. Hawes stated the deed was recorded with the City of Philadelphia on 5/14/12.</p>

		<p>The representative advised she observed this on the deed. The representative inquired if Mr. Hawes had a copy of this agreement since Alliance Youth Mission Ministries had signed the agreement of sale on 1/17/12. Mr. Hawes stated he did not but would contact Christian Tabernacle Friendly Community Church to see if he could obtain a copy of this agreement. The representative advised once this information is received it would be reviewed and he would be contacted. The customer understood. The representative provided her fax number.</p> <p>12/03/12 12:08 PM</p> <p>The representative called Mr. Hawes to find out if he received the agreement made between the prior owner and Dillard House allowing them to stay in property. Mr. Hawes stated he was waiting for the information and once received will fax the information to representative.</p> <p>12/10/12</p> <p>The representative received a letter from Mr. Hawes via fax stating Alliance purchased the property in January 2012 from Christian Tabernacle Community Church. Mr. Hawes stated he was unable to obtain information as to the relationship between Christian Tabernacle and NPO International Nursing Services or Dillard House's last operational date at the property, but Alliance agreed to allow the organization (through correspondence with Christian Tabernacle) transitional time prior to Alliance moving into the property in June 2012.</p> <p>The correspondence was reviewed and found to be insufficient. The customer failed to provide an agreement between Dillard House and the prior owner, Christian Tabernacle Friendly Community Church, Inc. Since Alliance Youth Mission Ministries purchased the property and signed the deed on 1/17/12, the customer is responsible from this date.</p> <p>12/12/12 2:14 PM</p> <p>Representative contacted Mr. Hawes and advised the company would hold Alliance Youth Mission Ministries responsible for service from the date Alliance Youth</p>
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		<p>Mission Ministries purchased the property and signed the deed on 1/17/12. Mr. Hawes was advised a report would be sent to the PUC and they will notify him of their decision.</p>
<b>Final Position to BCS</b>		
		<p><b>COMMERCIAL ELECTRIC SERVICE IS ON DISPUTE INVALID COMPANY REQUESTS DISMISSAL</b></p> <p>Alliance Youth Mission Ministries has presented no documentation to prove their claim that they are not responsible for the balance as of 1/17/12, which, by their own admission, is the date the deed to the property was signed.</p> <p>The company notes that the application for service on behalf of Alliance Youth Mission Ministries was made by the same individual, Dominique Dixon, who filed the prior informal complaint BCS 2587596 on behalf of the last customer of record, Dillard House, on 9/02/09. The company considers this to be strong evidence that no actual change in occupancy has taken place.</p> <p>Based on the date of the deed provided by the applicant, company position is that Alliance Youth Mission Ministries is responsible for the balance as of 1/17/12 and that no adjustment is warranted.</p> <p>The account does not qualify for payment terms and all payments must be made in cash or certified funds.</p> <p>Current bill is \$1,677.65 due 12/26/12  Past due is \$8,648.48 (includes \$300.00 outstanding deposit)  Total balance due is \$10,326.13</p> <p>Company position is that the customer pay the past due balance immediately to avoid termination, the current charges by the due date, and all future bills as rendered, in full and on time.</p>

PECO Energy Company

RULES AND REGULATIONS (continued)

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

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

**5. CREDIT**

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

The Company may, at its discretion, determine liability for a past due balance by:

- 1) Use of Company records that contain information previously provided to the Company;
- 2) Information contained on a valid mortgage, lease, deed or renter's license;
- 3) Use of commercially available public records databases;
- 4) Government and property ownership records

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

**5.3 GUARANTEE OF PAYMENTS.** The Company may charge a security deposit before it will render service to an applicant or before the Company will continue to render service to a customer for whom the Company provides Consolidated EDC Billing or Separate EDC Billing. The Company may charge deposits to applicants and customers if they have bad credit, lack creditworthiness or as otherwise permitted by Commission statutes, rules, regulations, and as required by Federal Bankruptcy Law. The applicant or customer may be required to provide a cash deposit, letter of credit, surety bond, or other guarantee, satisfactory to the Company. The Company will hold the deposit as security for the payment of final bills and in compliance with the Company's Rules and Regulations. In addition, the Company may require industrial and commercial customers for which it may provide Consolidated EDC Billing or Separate EDC Billing to post a deposit at any time if the Company determines that the customer is no longer creditworthy or has bad credit or as otherwise permitted by Commission statutes, rules, regulations and as required by Federal Bankruptcy Law. The Company retains the right to charge customers additional deposits based upon continued bad credit or lack of creditworthiness and increased usage.

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

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(C) Denotes Change