

COMMONWEALTH OF PENNSYLVANIA
PUBLIC UTILITY COMMISSION

Philip Alexander
Carlton,
v.
PECO Energy Company

Docket No.: C-2023-3039584

Initial Call-In
Telephonic Hearing

Pages 1 - 63

Judge's Chambers
State Office Building
801 Market Street
Philadelphia, PA

July 27, 2023

Commencing at 10:25 a.m.

INDEX TO EXHIBITS

Docket No. C-2023-3039584

Hearing Date: July 27, 2023

<u>NUMBER</u>	<u>FOR IDENTIFICATION</u>	<u>IN EVIDENCE</u>
<u>PECO's Exhibit:</u>		
1	Account Activity Statement For Philip Carlton	36 58
2	Energy Service Tariff	38 58
3	Collection Notice	40 58
4	BCS Decision	42 58
<u>Complainant Exhibit:</u>		
1	Packet of Documents	27 27



Direct Dial: 267-533-1830
khadijah.scott@exeloncorp.com

July 17, 2023

VIA E-MAIL

Honorable F. Joseph Brady
Pennsylvania Public Utility Commission
801 Market St, Suite 4063
Philadelphia, PA 19107

RE: Philip Alexander Carlton v. PECO Energy Company
Docket No. C-2023-3039584
Date of Hearing: July 27th 2023 @ 10:00 a.m.

Dear Judge Brady:

Enclosed please find a copy of PECO Energy Company's Exhibits 1 through 4, which it intends to use in the above referenced hearing. By copy of this letter, I am sending a copy of same to the Complainant.

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

Respectfully submitted,

A handwritten signature in blue ink that reads "Khadijah Scott".

Khadijah Scott

KS/ab
Enclosure

Cc: Philip Alexander Carlton (via email)

EXHIBIT 1

*** Account Information ***

*** Current Account Status ***

Account Number: 12287-08139
 Account Status: Active
 Requested By: PHILIP CARLTON
 (267)423-6977 Extension:
 Mail To: PHILIP CARLTON
 409 E 12TH ST
 CHESTER PA 19013

Current Bill: \$124.07
 Billed Prior: \$2,140.78
 Balance Due: \$2,264.85
 Service Address: 409 E 12TH ST
 CHESTER PA 19013
 Credit Amount: \$0.00
 Deposit Requested: \$105.00
 Deposit On-Hand: \$0.00
 Meter Bill Grp: 16
 Rate: Gas Residential Service
 Electric Residential Service

DATE	CHARGE TYPE	BILLING PERIOD	READ	METER #	CHARGE AMOUNT	CREDIT AMOUNT	TOTAL BILL	BALANCE FORWARD	DUE DATE	KWH
02/24/22	CONNECTION CHARGE - STANDARD				\$6.00					
02/24/22	Regular Bill						\$6.00		03/18	
03/23/22	GAS SERVICE	02/21/22 03/22/22	7507	018790865	\$62.59		\$68.59	\$6.00	04/14	
03/23/22	Regular Bill									
04/19/22	Late Payment Charge				\$0.94					
04/20/22	GAS SERVICE	03/22/22 04/20/22	7561	018790865	\$74.09		\$143.62	\$69.53	05/12	
04/20/22	Regular Bill									
05/17/22	Late Payment Charge				\$2.05					
05/19/22	GAS SERVICE	04/20/22 05/19/22	7598	018790865	\$55.50		\$201.17	\$145.67	06/10	
05/19/22	Regular Bill									
06/15/22	Late Payment Charge				\$2.88					
06/20/22	GAS SERVICE	05/19/22 06/20/22	7616	018790865	\$38.31		\$242.36	\$204.05	07/12	
06/20/22	Regular Bill									
07/19/22	Late Payment Charge				\$3.45					
07/20/22	GAS SERVICE	06/20/22 07/20/22	7629	018790865	\$32.81		\$278.62	\$245.81	08/11	
07/20/22	Regular Bill									
07/25/22	DEPOSIT				\$52.50					
08/16/22	Late Payment Charge				\$3.94					
08/18/22	GAS SERVICE	07/20/22 08/18/22	7640	018790865	\$30.00		\$365.06	\$282.56	09/09	
08/18/22	Regular Bill									
09/14/22	Late Payment Charge				\$4.39					
09/19/22	GAS SERVICE	08/18/22 09/19/22	7652	018790865	\$31.25		\$426.95	\$369.45	10/11	
09/19/22	DEPOSIT				\$26.25					
09/19/22	Regular Bill									
10/18/22	GAS SERVICE	09/19/22 10/18/22	7673	018790865	\$43.53					
10/18/22	DEPOSIT				\$26.25					
10/18/22	Late Payment Charge				\$4.86					
10/18/22	Regular Bill						\$501.59	\$431.81	11/09	
11/08/22	ELECTRIC SERVICE	09/08/22 10/18/22	5702	119804874	\$147.20		\$648.79	\$458.06	11/30	772
11/08/22	Regular Bill									
11/16/22	GAS SERVICE	10/18/22 11/16/22	7707	018790865	\$58.01					
11/16/22	ELECTRIC SERVICE	10/18/22 11/16/22	6394	119804874	\$121.49		\$828.29	\$458.06	12/08	692
11/16/22	Regular Bill									
11/17/22	Payment					\$446.95				
11/21/22	Transfer					\$20.00				
11/21/22	RECONNECT FEE - CUT-OUT NON-PAY				\$20.00					

DATE	CHARGE TYPE	BILLING PERIOD	READ	METER #	CHARGE AMOUNT	CREDIT AMOUNT	TOTAL BILL	BALANCE FORWARD	DUE DATE	KWH
12/19/22	GAS SERVICE	11/16/22 12/19/22	7803	018790865	\$134.64					
12/19/22	ELECTRIC SERVICE	11/16/22 12/19/22	7311	119804874	\$169.46					
12/19/22	Regular Bill						\$705.44	\$401.34	01/10	917
01/20/23	GAS SERVICE	12/19/22 01/20/23	7890	018790865	\$126.44					
01/20/23	ELECTRIC SERVICE	12/19/22 01/20/23	8878	119804874	\$283.83					
01/20/23	Regular Bill						\$1115.71	\$705.44	02/13	1567
02/20/23	GAS SERVICE	01/20/23 02/20/23	7970	018790865	\$120.65					
02/20/23	ELECTRIC SERVICE	01/20/23 02/20/23	10084	119804874	\$222.20					
02/20/23	Late Payment Charge				\$15.16					
02/20/23	Regular Bill						\$1473.72	\$1130.87	03/14	1206
03/21/23	GAS SERVICE	02/20/23 03/21/23	8035	018790865	\$94.77					
03/21/23	ELECTRIC SERVICE	02/20/23 03/21/23	11129	119804874	\$192.59					
03/21/23	Late Payment Charge				\$20.30					
03/21/23	Regular Bill						\$1781.38	\$1494.02	04/12	1045
04/19/23	GAS SERVICE	03/21/23 04/19/23	8061	018790865	\$45.71					
04/19/23	ELECTRIC SERVICE	03/21/23 04/19/23	11867	119804874	\$139.15					
04/19/23	Regular Bill						\$1966.24	\$1781.38	05/11	738
05/18/23	GAS SERVICE	04/19/23 05/18/23	8089	018790865	\$48.13					
05/18/23	ELECTRIC SERVICE	04/19/23 05/18/23	12532	119804874	\$126.41					
05/18/23	Regular Bill						\$2140.78	\$1966.24	06/09	665
06/19/23	GAS SERVICE	05/18/23 06/19/23	8105	018790865	\$32.70					
06/19/23	ELECTRIC SERVICE	05/18/23 06/19/23	12981	119804874	\$91.37					
06/19/23	Regular Bill						\$2264.85	\$2140.78	07/11	449

EXHIBIT 2

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.

Deposit Edit Help

Summary of Deposit

Total Quoted:	\$105.00	Average Bill:	\$233.94
On Hand:	\$0.00	Months:	9
Unbilled Balance:	\$0.00	Total Refunds:	\$0.00
Outstanding:	\$105.00	Total Payments:	\$0.00

Letter Information

Send Warning Letter

EXHIBIT 3

Collection Notice

Name PHILIP CARLTON
Address 409 E 12TH ST CHESTER PA 19013
Account Number 12287-08139
Case Number C-2023-3039584

 Display Collection Activity Detail for Account 12287-08139

Edit Help

Date	Activity	Amount(\$)
04/06/23	Removed From Collections	0.00
04/06/23	72 Hour Notice Success	0.00
04/04/23	72 Hour Notice 2	1,473.72

 Display Collection Activity Detail for Account 12287-08139

Edit Help

Date	Activity	Amount(\$)
03/28/23	Disconnect Notice	1,473.72
03/28/23	Deposit Review	1,473.72
03/20/23	Recycle Disconnect Ntc	1,473.72
03/20/23	Deposit Review	1,473.72
03/20/23	Deposit Warning Letter	1,473.72

Contacted	Type	
04/11/23	COMM FORMAL	409 E 12TH ST CHE ^
04/06/23	72 HOUR NOTICE	
04/06/23	Collections Field Notice Completed	
04/06/23	Add TCPA Consent	
04/06/23	PUC Complaint	
04/06/23	COMM FORMAL	
04/06/23	COMM INFRML PAR	
04/05/23	Collections Field Notice Maintained	
04/04/23	Collections Field Notice Issued	
03/28/23	Correspondence - Collections	
03/20/23	Correspondence - Collections	
01/11/23	COMM INFRML PAR	
01/09/23	Request Letter	
11/18/22	Regulatory-COMMISSION	
11/18/22	COMM INFRML PAR	

Comments:

TEN DAY NOTICE RESIDENTIAL
 Service may be terminated on or after: 04/11/2023
 Termination Amount: \$1,473.72 which is subject to change

EXHIBIT 4



June 19, 2023

BCS Decision Report

BCS Case #:	003878222	Open Date:	2022-11-17
Customer Name:	PHILIP CARLTON		
Service Address:	409 E 12TH ST		
	CHESTER, PA 19013		
BCS Bill Account #:	1228708439	Previous Case #:	
Violation Type:	ACTUAL	Chapter Type:	56
Decision Type:	W	Section / Rule:	56.11(A)
Investigator Name:	JULIE CARLIN		
Decision Issued Date:	2023-01-10		
Case Closed Date:	2023-01-10		

Letter Description:

Total Balance:	\$705.44	Balance Date:	2023-01-09
Amount to Restore Service:	\$0.00	Amount to Continue Service:	\$0.00
Date Payment Due:		Regular Budget Amount:	\$0.00
Special Budget Payment:	\$0.00	Final Bill Monthly Payment:	\$0.00
Plus Arrears Payment:	\$0.00	End of Month Payment:	\$0.00
Current Monthly Payment:	\$0.00		
Payment Terms:			

PAR Description:

Resolution Description:

DECISION E-MAILED TO THE CUSTOMER. COMPLAINT IS DISMISSED IN PART AND SUSTAINED IN PART. THIS INFORMAL COMPLAINT IS DISMISSED IN THAT THE COMPANY COMPLIED WITH THE REQUIRED REGULATIONS BY PROVIDING PROPER NOTICE PRIOR TO TERMINATION ON NOVEMBER 16, 2022. THIS INFORMAL COMPLAINT IS SUSTAINED IN THAT THE COMPANY DID NOT FULLY COMPLY WITH 56.11A PRIOR TO SEPTEMBER 8, 2022 BECAUSE THEY DID NOT ISSUE ELECTRIC BILL CHARGES WITH THE NATURAL GAS CHARGES ON THE BILLS THEY ISSUED ONCE EVERY BILLING PERIOD. THE TERMINATION OF ELECTRIC SERVICE ON NOVEMBER 16, 2022 WAS PROPER AND VALID. THE CUSTOMER IS SUCH RESPONSIBLE FOR PAYING THE COMPANY FOR BOTH THE ELECTRIC AND NATURAL GAS SERVICE THEY PROVIDE AT 409 E 12TH ST AND THAT THERE ARE NO EXEMPTIONS ON BILL PAYMENT FOR THE SERVICES



June 19, 2023

RENDERED BY THE COMPANY. PUC CITES THE COMPANY FOR VIOLATION OF 56.11A BECAUSE THE COMPANY DID NOT INCLUDE THE ELECTRIC CHARGES ON THE MONTHLY BILLS WITH THE NATURAL GAS CHARGES. CUSTOMER IS RESPONSIBLE FOR THE ACCOUNT BALANCE, WHICH INCLUDES A PAST-DUE SECURITY DEPOSIT OF 105.00.



PHILIP ALEXANDER CARLTON TRUST

NOTE 7022 2410 0001 1118 0477

Special Deposit

Pay to the order of: PHILIP CARLTON "without recourse"
Two Hundred Thousand Nine Hundred ⁰⁰/₁₀₀
for deposit to PUC to credit PECO
Account number 12287-08139 in accord and
Satisfaction for all assumed debts public and private.

\$ 200900.00

By:  
Authorized Representative
Philip Alexander Carlton
PHILIP ALEXANDER CARLTON TRUST

Certificate of Deposit and MailingState of Pennsylvania

ss.

County of DelawareAffidavit of Notary Presentment for Certification of Copies

Be it known that I, VaDear C. Rice, a duly empowered notary public in and for the State of Pennsylvania, County of Delaware, a third party and not a part of this matter for the sole purpose of certifying a response or want there of at the request of, Philip Alexander Carlton who did present on this day the following attested copies of original documents;

1. Treaty of Peace and Friendship
2. UCC 1 Ag Lien filed at Delaware County Recorder of Deeds
3. Department of State Exemption, Proof of Record
4. Investopedia definition of "full faith and credit "
5. Certificate of Identity and Affidavit of Surety as cover page
6. Employer Identification Number for the person PHILIP A CARLTON from the Social Security Administration
7. Affidavit of ownership Certificates of Title
8. Questions resubmitted for answering by PECO and PUC and deposit of access devices for \$200900.00
9. Deposit receipt from Pennsylvania Public Utilities Commission (2) 10
10. Interest payment and Certified check for PECO

I hereby certify that after reviewing the documents they were addressed and sent to the respondent:

Secretary
 Pennsylvania Public Utilities Commission
 400 North Street
 Harrisburg Pennsylvania 17120

DATE OF DEPOSIT

MAR 31 2023

PA PUBLIC UTILITY COMMISSION
 SECRETARY'S BUREAU

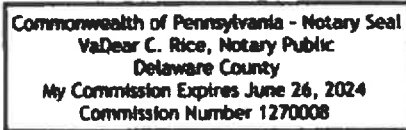
Certified mail number: 7022 2410 0001 1118 0477

VaDear C Rice
 222 Penn Street
 Chester PA 19013

Acknowledgment

The foregoing affidavit entitled Affidavit of Notary Presentment for Certification of Copies was acknowledged before me on this 30th day of March 2023 in the County of Delaware Pennsylvania by where I have here unto set my hand and seal of this office for Philip Alexander Carlton, who is personally known, on behalf of PHILIP CARLTON.

Seal




Notary Signature

COPY




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PHOTODUPLICATION SERVICE
WASHINGTON, D.C. 20540-4570

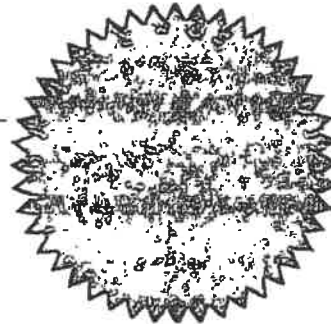
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THIS IS TO CERTIFY that the collections of the Library of Congress contain a publication entitled **THE PUBLIC STATUTES AT LARGE OF THE UNITED STATES OF AMERICA**, volume 8, and that the attached photocopies - the title page, the verso of the title page, and pages 100 through 105 - are a true representation from that work.

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Acting Chief
Library of Congress
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DATE OF DEPOSIT

MAR 31 2023

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

BY AUTHORITY OF CONGRESS.

THE
Public Statutes at Large
OF THE
UNITED STATES OF AMERICA,

FROM THE

ORGANIZATION OF THE GOVERNMENT IN 1789, TO MARCH 3, 1863.

ARRANGED IN CHRONOLOGICAL ORDER.

WITH

REFERENCES TO THE MATTER OF EACH ACT AND TO THE SUBSEQUENT ACTS
ON THE SAME SUBJECT,

AND

COPIOUS NOTES OF THE DECISIONS

OF THE

Courts of the United States

CONSTRUING THOSE ACTS, AND UPON THE SUBJECTS OF THE LAWS.

WITH AN

INDEX TO THE CONTENTS OF EACH VOLUME,

AND A

FULL GENERAL INDEX TO THE WHOLE WORK, IN THE CONCLUDING VOLUME.

TOGETHER WITH

The Declaration of Independence, the Articles of Confederation, and
the Constitution of the United States;

AND ALSO,

TABLES, IN THE LAST VOLUME, CONTAINING LISTS OF THE ACTS RELATING TO THE JUDICIARY,
IMPORTS AND TONNAGE, THE PUBLIC LANDS, ETC.

EDITED BY

RICHARD PETERS, ESQ.,

COUNSELLOR AT LAW.

The rights and interest of the United States in the stereotype plates from which this work is printed, are hereby recognized,
acknowledged, and declared by the publishers, according to the provisions of the Joint Resolution of Congress, passed March 3, 1857.

VOL. VIII.

BOSTON:

LITTLE, BROWN AND COMPANY.

1867.

DATE OF DEPOSIT

MAR 31 2023

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

KF50
.U5
vol 8
4th Set

Entered according to act of Congress, in the year 1848, by
CHARLES C. LITTLE & JAMES BROWN,
in the Clerk's office of the District Court of the District of Massachusetts



Replacemen! copy
0200950

TREATY OF PEACE AND FRIENDSHIP

Between the United States of America, and His Imperial Majesty the Emperor of Morocco. (a)

January, 1787.

To all Persons to whom these Presents shall come or be made known.

WHEREAS the United States of America, in Congress assembled, by their commission bearing date the twelfth day of May, one thousand seven hundred and eighty-four, thought proper to constitute John Adams, Benjamin Franklin, and Thomas Jefferson, their Ministers Plenipotentiary; giving to them, or a majority of them, full powers to confer, treat and negotiate with the Ambassador, Minister, or Commissioner of his Majesty the Emperor of Morocco, concerning a treaty of amity and commerce; to make and receive propositions for such treaty, and to conclude and sign the same, transmitting it to the United States in Congress assembled, for their final ratification; and by one other commission, bearing date the eleventh day of March, one thousand seven hundred and eighty-five, did further empower the said Ministers Plenipotentiary, or a majority of them, by writing under their hands and seals, to appoint such agent in the said business as they might think proper, with authority under the directions and instructions of the said Ministers, to commence and prosecute the said negotiations and conferences for the said treaty, provided that the said treaty should be signed by the said Ministers: And whereas we, the said John Adams and Thomas Jefferson, two of the said Ministers Plenipotentiary (the said Benjamin Franklin being absent) by writing under the hand and seal of the said John Adams at London, October the fifth, one thousand seven hundred and eighty-five, and of the said Thomas Jefferson at Paris, October the eleventh of the same year, did appoint Thomas Barclay, agent in the business aforesaid, giving him the powers therein, which, by the said second commission, we were authorized to give, and the said Thomas Barclay, in pursuance thereof, hath arranged articles for a treaty of amity and commerce between the United States of America, and his Majesty the Emperor of Morocco, which articles, written in the Arabic language, confirmed by his said Majesty the Emperor of Morocco, and sealed with his royal seal, being translated into the language of the said United States of America, together with the attestations thereto annexed, are in the following words, to wit:

ROYAL
SEAL.

In the Name of ALMIGHTY God.

This is a Treaty of Peace and Friendship established between us and the United States of America, which is confirmed, and which we have ordered to be written in this book, and sealed with our royal seal, at our court of Morocco, on the twenty-fifth day of the blessed month of Shaban, in the year one thousand two hundred, trusting in God it will remain permanent.

ARTICLE I.

We declare that both parties have agreed that this treaty, consisting

(a) By "an act making an appropriation for the purpose therein mentioned," passed March 3, 1791, Laws U. S. vol. 1, 214, twenty thousand dollars are appropriated for effecting a negotiation of the treaty with Morocco, September 15, 1805, page, 451.

TREATY WITH MOROCCO. 1787.

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of twenty-five articles, shall be inserted in this book, and delivered to the Honorable Thomas Barclay, the agent of the United States, now at our court, with whose approbation it has been made, and who is duly authorized on their part to treat with us concerning all the matters contained therein.

Emperor's consent to the treaty.

ARTICLE II.

If either of the parties shall be at war with any nation whatever, the other party shall not take a commission from the enemy, nor fight under their colours.

Neither party shall take commission from the enemy of the other.

ARTICLE III.

If either of the parties shall be at war with any nation whatever, and take a prize belonging to that nation, and there shall be found on board subjects or effects belonging to either of the parties, the subjects shall be set at liberty, and the effects returned to the owners. And if any goods belonging to any nation, with whom either of the parties shall be at war, shall be loaded on vessels belonging to the other party, they shall pass free and unmolested, without any attempt being made to take or detain them. PHILIP CHALTON = PROPERTY

Regulation in case of captures.

ARTICLE IV.

A signal or pass shall be given to all vessels belonging to both parties, by which they are to be known when they meet at sea; and if the commander of a ship of war of either party shall have other ships under his convoy, the declaration of the commander shall alone be sufficient to exempt any of them from examination.

Signal or pass to be given to vessels.

Full Faith and Credit

ARTICLE V.

If either of the parties shall be at war, and shall meet a vessel at sea belonging to the other, it is agreed, that if an examination is to be made, it shall be done by sending a boat with two or three men only; and if any gun shall be fired, and injury done without reason, the offending party shall make good all damages.

How vessels shall be examined in time of war.

ARTICLE VI.

If any Moor shall bring citizens of the United States, or their effects, to his Majesty, the citizens shall immediately be set at liberty, and the effects restored; and in like manner, if any Moor, not a subject of these dominions, shall make prize of any of the citizens of America, or their effects, and bring them into any of the ports of his Majesty, they shall be immediately released, as they will then be considered as under his Majesty's protection.

Citizens of the U. S. captured, to be released.

ARTICLE VII.

If any vessel of either party shall put into a port of the other, and have occasion for provisions or other supplies, they shall be furnished without any interruption or molestation. Electricity Water or other Public Services

Vessels wanting supplies, to be furnished.

ARTICLE VIII.

If any vessel of the United States shall meet with a disaster at sea, and put into one of our ports to repair, she shall be at liberty to land and re-load her cargo, without paying any duty whatever.

Protection in case of misfortune.

ARTICLE IX.

If any vessel of the United States shall be cast on shore on any part of our coasts, she shall remain at the disposition of the owners, and no one shall attempt going near her without their approbation, as she is

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TREATY WITH MOROCCO. 1787.

Regulation in case of shipwreck, and being forced into port.

then considered particularly under our protection; and if any vessel of the United States shall be forced to put into our ports by stress of weather, or otherwise, she shall not be compelled to land her cargo, but shall remain in tranquillity until the commander shall think proper to proceed on his voyage.

ARTICLE X.

Vessels protected in certain cases.

If any vessel of either of the parties shall have an engagement with a vessel belonging to any of the Christian powers within gun shot of the forts of the other, the vessel so engaged shall be defended and protected as much as possible until she is in safety; and if any American vessel shall be cast on shore on the coast of Wadnoon, or any coast thereabout, the people belonging to her shall be protected and assisted, until, by the help of God, they shall be sent to their country.

ARTICLE XI.

Privileges of vessels in case of war.

If we shall be at war with any Christian power, and any of our vessels sail from the parts of the United States, no vessel belonging to the enemy, shall follow until twenty-four hours after the departure of our vessels; and the same regulation shall be observed towards the American vessels sailing from our parts, be their enemies Moors or Christians.

PHILIPCARLON ARTICLE XII.

Ships of war belonging to U. S. not to be examined.

If any ship of war belonging to the United States shall put into any of our ports, she shall not be examined on any pretence whatever, even though she should have fugitive slaves on board, nor shall the governor or commander of the place compel them to be brought on shore on any pretext, nor require any payment for them.

ARTICLE XIII.

Ships of war to be returned.

If a ship of war of either party shall put into a port of the other and salute, it shall be returned from the fort with an equal number of guns, not with more or less.

ARTICLE XIV.

Commerce on the footing of the most favoured nation.

The commerce with the United States shall be on the same footing as is the commerce with Spain, or as that with the most favoured nation for the time being; and their citizens shall be respected and esteemed, and have full liberty to pass and repass our country and seaports whenever they please, without interruption. *Original 13 Colonies*

ARTICLE XV.

Privileges of merchants.

Merchants of both countries shall employ only such interpreters, and such other persons to assist them in their business, as they shall think proper. No commander of a vessel shall transport his cargo on board another vessel; he shall not be detained in port longer than he may think proper; and all persons employed in loading or unloading goods, or in any other labour whatever, shall be paid at the customary rates, not more and not less.

ARTICLE XVI.

In case of war, prisoners not to be enslaved, but exchanged.

In case of a war between the parties, the prisoners are not to be made slaves, but to be exchanged one for another, captain for captain, officer for officer, and one private man for another; and if there shall prove a deficiency on either side, it shall be made up by the payment of one hundred Mexican dollars for each person wanting. And it is agreed that all prisoners shall be exchanged in twelve months from the time of their being taken, and that this exchange may be effected by a merchant or any other person authorized by either of the parties.

TREATY WITH MOROCCO. 1787.

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ARTICLE XVII.

Merchants shall not be compelled to buy or sell any kind of goods but such as they shall think proper; and may buy and sell all sorts of merchandize but such as are prohibited to the other Christian nations.

Merchants may buy and sell all goods except those prohibited to other Christian nations.

ARTICLE XVIII.

All goods shall be weighed and examined before they are sent on board, and to avoid all detention of vessels, no examination shall afterwards be made, unless it shall first be proved that contraband goods have been sent on board, in which case, the persons who took the contraband goods on board, shall be punished according to the usage and custom of the country, and no other person whatever shall be injured, nor shall the ship or cargo incur any penalty or damage whatever.

Goods to be examined before sent on board, and not after, unless in case of fraud.

ARTICLE XIX.

No vessel shall be detained in port on any pretence whatever, nor be obliged to take on board any articles without the consent of the commander, who shall be at full liberty to agree for the freight of any goods he takes on board.

Vessels not to be detained.

PHILIP CARLSEN

ARTICLE XX.

If any of the citizens of the United States, or any persons under their protection, shall have any disputes with each other, the consul shall decide between the parties, and whenever the consul shall require any aid or assistance from our government, to enforce his decisions, it shall be immediately granted to him.

How disputes shall be settled.

ARTICLE XXI.

If a citizen of the United States should kill or wound a Moor, or, on the contrary, if a Moor shall kill or wound a citizen of the United States, the law of the country shall take place, and equal justice shall be rendered, the consul assisting at the trial; and if any delinquent shall make his escape, the consul shall not be answerable for him in any manner whatever.

How crimes shall be punished.

Pennsylvania is a Country

ARTICLE XXII.

If an American citizen shall die in our country, and no will shall appear, the consul shall take possession of his effects; and if there shall be no consul, the effects shall be deposited in the hands of some person worthy of trust, until the party shall appear who has a right to demand them; but if the heir to the person deceased be present, the property shall be delivered to him without interruption; and if a will shall appear, the property shall descend agreeable to that will as soon as the consul shall declare the validity thereof.

How estates of deceased citizens shall be disposed of.

ARTICLE XXIII.

The consuls of the United States of America, shall reside in any part of our dominions that they shall think proper; and they shall be respected, and enjoy all the privileges which the consuls of any other nation enjoy; and if any of the citizens of the United States shall contract any debts or engagements, the consul shall not be in any manner accountable for them, unless he shall have given a promise in writing for the payment or fulfilling thereof, without which promise in writing, no application to him for any redress shall be made.

Consuls and their privileges.

→ A promissory NOTE!

TREATY WITH MOROCCO. 1787.

ARTICLE XXIV.

Regulation in
case of war.

If any differences shall arise by either party infringing on any of the articles of this treaty, peace and harmony shall remain notwithstanding, in the fullest force, until a friendly application shall be made for an arrangement, and until that application shall be rejected, no appeal shall be made to arms. And if a war shall break out between the parties, nine months shall be granted to all the subjects of both parties, to dispose of their effects and retire with their property. And it is further declared, that whatever indulgences, in trade or otherwise, shall be granted to any of the Christian Powers, the citizens of the United States shall be equally entitled to them.

ARTICLE XXV

Duration of
treaty.

This treaty shall continue in full force, with the help of God, for fifty years.

We have delivered this book into the hands of the beforementioned Thomas Barclay, on the first day of the blessed month of Ramadan, in the year one thousand two hundred.

I certify that the annexed is a true copy of the translation made by Isaac Cordoza Nunez, interpreter at Morocco, of the treaty between the Emperor of Morocco and the United States of America.

THOMAS BARCLAY.

ADDITIONAL ARTICLE.

Grace to the only God.

Vessel of
U. S. to be pro-
tected.

I, the under-written, the servant of God, Taher Ben Abdelkack Fennish, do certify, that His Imperial Majesty, my master, (whom God preserve,) having concluded a treaty of peace and commerce with the United States of America, has ordered me, the better to complet it, and in addition of the tenth article of the treaty, to declare, "That if any vessel belonging to the United States, shall be in any of the ports of his Majesty's dominions, or within gun-shot of his forts, she shall be protected as much as possible; and no vessel whatever, belonging either to Moorish or Christian Powers, with whom the United States may be at war, shall be permitted to follow or engage her, as we now deem the citizens of America our good friends."

And, in obedience to his Majesty's commands, I certify this declaration, by putting my hand and seal to it, on the eighteenth day of Ramadan, (a) in the year one thousand two hundred.

The servant of the King, my master, whom God preserve,

TAHER BEN ABDELKACK FENNISH.

I do certify that the above is a true copy of the translation made at Morocco, by Isaac Cordoza Nunez, interpreter, of a declaration made and signed by Sidi Hage Taher Fennish, in addition to the treaty between the Emperor of Morocco and the United States of America, which declaration the said Taher Fennish made by the express directions of his Majesty.

THOMAS BARCLAY.

(a) The Ramadan of the year of the Hegira 1200, commenced on the 23d June, in the year of our Lord 1786.

TREATY WITH MOROCCO. 1787.

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Now, know ye, That we, the said John Adams and Thomas Jefferson, Ministers Plenipotentiary aforesaid, do approve and conclude the said treaty, and every article and clause therein contained, reserving the same nevertheless to the United States in Congress assembled, for their final ratification.

In testimony whereof, we have signed the same with our names and seals, at the places of our respective residence, and at the dates expressed under our signatures respectively.

JOHN ADAMS, (L. S.)
London, January 25th, 1787.

THOMAS JEFFERSON, (L. S.)
Paris, January 1st, 1787

VOL. VIII. 14

AM

AM

PHILIP CARLTON NOTE

SPECIAL DEPOSIT


Pay to the order of: Philip Alexander Carlton Trust "without recourse" \$2,000,000.00

for deposit to PHILIP CARLTON

Two Million ⁰⁰/₁₀₀

Credit the account 12287-08139 at PECO ~~for~~ in accord and satisfaction for any and all ~~debts~~ "assumed debts" in perpetuity.

PHILIP A. CARLTON 30 2023

By:  Author: 

: Philip Alexander Carlton
Payee Beneficiary

RD BK06047-1768 PS-UCC 1 STANDARD FORM
2017044651 09/16/2017 02:46:20 PM:1
RCD FEE: \$100.00



DELRAN
COUNTY

THOMAS J. JUDGE SR. ROD

CUST ID: 0003144777
WORK ORDER: 0004361357
DATE: 09-22-2014 11:22 AM
AMT. PAID: \$50.00

UCC F
FOLLOW I

A. NAME &

B. SEND A

Philip Alexander Carlton
PO Box 129
Chester, Pennsylvania [19013]

DATE OF DEPOSIT

MAR 31 2023

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
PHILIP ALEXANDER CARLTON

OR 1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
300 EAST 22ND STREET CHESTER PA 19013 USA

ADDITIONAL INFORMATION REORGANIZATION DEBTOR 1d. TYPE OF ORGANIZATION 1e. JURISDICTION OF ORGANIZATION 1f. ORGANIZATIONAL ID #, if any
ENS LEGIS TRUST PRIVATE NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME
PHILIP ALEXANDER CARLTON

OR 2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
300 EAST 22ND STREET CHESTER PA 19013 USA

ADDITIONAL INFORMATION REORGANIZATION DEBTOR 2d. TYPE OF ORGANIZATION 2e. JURISDICTION OF ORGANIZATION 2f. ORGANIZATIONAL ID #, if any
CESTI QUE TRUST PUBLIC BANKRUPTCY NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE OF ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

OR 3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

Carlton Philip Alexander
3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
409 East 12th Street Chester Pa 19013 U.S.A.

4. This FINANCING STATEMENT covers and includes the following collateral:

RECORD OWNER: PHILIP ALEXANDER CARLTON. The entry of Debtor in the Commercial Registry as TRANSMITTING UTILITY and all other property as follows: Birth Certificate No. [redacted] Chester Pennsylvania, is herein Lien and Claimed at the sum certain amount, \$400,000,000.00 FOUR HUNDRED MILLION DOLLARS FUNCTIONAL UNITED STATES EXEMPTION ID# xxx-xx-6015, and Security Agreement described as SA661215PAC, Notaried AMENDMENT EXEMPTION XXX-XX- [redacted], ALL Debentures, Indentures, account pledges, Nunc Pro Tunc. All property is Accepted for Value and is Exempt from Levy pursuant to HJR-192 and UCC 1-101, 10-104, 3-419 and order therefrom are released to DEBTOR, to include all Signature, Indorsement, Copyrights, Facsimile, printed, typed photocopies or

5. ALTERNATIVE DESIGNATION (if applicable) LESSEE/LESSOR CONSIGNEE/CONSIGNOR SALES/BALOR SELLER/BUYER AG LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)

7. See instruction Debtor(s)

8. OPTIONAL FILER REFERENCE DATA

-5

United States of America



DEPARTMENT OF STATE

To all to whom these presents shall come, Greetings:

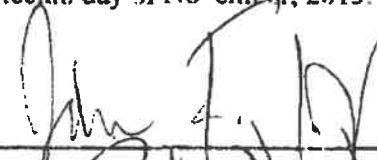
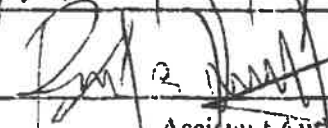
I Certify That the document hereunto annexed is under the Seal of the Secretary of State of the State(s) of Pennsylvania, and that such Seal(s) is/are entitled to full faith and credit.*

**For the contents of the annexed document, the Department assumes no responsibility.*

This certificate is not valid if it is removed or altered in any way whatsoever

COPY

In testimony whereof, I, John F. Kerry, Secretary of State, have hereunto caused the seal of the Department of State to be affixed and my name subscribed by the Assistant Authentication Officer, of the said Department, at the city of Washington, in the District of Columbia, this thirteenth day of November, 2013.



 _____ Secretary of State
 By 
 _____ Assistant Authentication Officer,
 Department of State

Issued pursuant to C11XIV, State of Sept. 15, 1789, 1 Stat. 68-69; 22 USC 2657; 22USC 2651a; 5 USC 301; 28 USC 1733 et. seq.; 8 USC 1443(f); RULE 44 Federal Rules of Civil Procedure.

Special Endorsement

Pay to the order of the United States Treasury "without recourse" \$100,450.00
Amount: One Hundred Thousand Four Hundred Fifty ⁰⁰/₁₀₀ USD
For Deposit to PECD, Account Number 12287-08139 PHILIP CARLTON.
In Accord and Satisfaction with the United Nations Convention on International
Bills of Exchange and International Promissory Notes Per ~~Article~~ the
Supremacy Clause.

By: 
Authorized Representative

By: 
Date: 16 2023





d Credit

The full faith and credit refers to the full borrowing power of a government which pledges to fulfill its payment obligations in a timely manner. The U.S. Treasury issues bills, notes, and bonds as a means of borrowing money from the public to fund the government's capital projects. These securities require that interest payments be made to lenders and investors periodically. On the maturity date, bondholders expect a full repayment of the face value of the securities. To encourage investors to purchase the debt issues, the Treasuries are backed by the full faith and credit of the government, providing assurance to fixed income investors that the expected interest payments and principal repayments will be made regardless of the economic situation.

Advertisement

For official use only:

Customer Name

Customer No.

PDF 0385 E
Department of the Treasury
Bureau of the Public Debt
(Revised June 2012)

CERTIFICATE OF IDENTITY

OMB No. 1535-0048

www.treasurydirect.gov

IMPORTANT: Follow instructions in filling out this form. You should be aware that the making of any false, fictitious, or fraudulent claim or statement to the United States is a crime under the laws of the United States.

PRINT IN INK OR TYPE ALL INFORMATION

Affidavit

- I certify that the names PHILIP ALEXANDER CARLTON and Carlton, Philip Alexander refer to the same person, whose correct name is Philip Alexander Carlton
- The names are different because: The first is a legal entity, the 2nd is used a Authorized Signature 3rd Common Law / real name.
- The source of my knowledge is: Frequent Bank Customer
- Is there now or was there during 4-7-15 any other person known to you by either/any of these names? Yes No If Yes, please explain:

Signature - A person who is not named on the securities and who has no interest in the securities must sign this form in the presence of a certifying officer.

Sign Here:

[Signature]
(Signature)

607-499-8001
(Daytime Telephone Number)

Home Address: 3611 Edgemont Ave Brookhaven P.A 19015
(Street, Rural Route, or P.O. Box) (City) (State) (ZIP Code)

Instructions to Certifying Officer:

- Name of person(s) who appeared and date of appearance **MUST** be completed.
- Medallion stamps require an original signature.
- Person(s) must sign in your presence.

I CERTIFY that Philip Alexander Carlton, whose identity(ies) is/are (Name[s] of Person[s] Who Appeared)

known or proven to me, personally appeared before me this 4 Month day of 4-7-15
(Month/Year)

at Brookhaven P.A and signed this form.
City, State

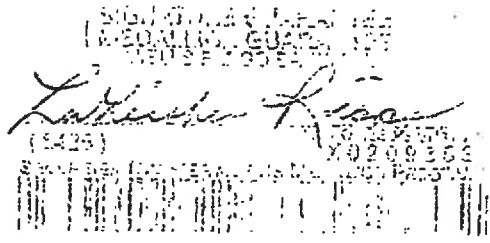
[Signature]
(Signature and Title of Certifying Officer)

Wells Fargo
(Name of Financial Institution)

3611 Edgemont Ave
(Address)

Brookhaven P.A 19015
(City, State, ZIP Code)

607-499-8001
(Telephone)



SOCIAL SECURITY ADMINISTRATION

Date: December 5, 2013
Claim Number: XXX-XX-6015A
XXX-XX-6015DI

PHILIP A CARLTON
PO BOX 129
CHESTER PA 19013

DATE OF DEPOSIT

MAR 31 2023

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

You asked us for information from your record. The information that you requested is shown below. If you want anyone else to have this information, you may send them this letter.

Other Important Information

YOUR SOCIAL SECURITY NUMBER WAS ISSUED 8/10/1976, IT WAS FIRST USED FOR WORK IN 1983, AND YOUR EIN NUMBER IS 30[REDACTED].

If You Have Any Questions

If you have any questions, you may call us at 1-800-772-1213, or call your local Social Security office at 866-398-3469. We can answer most questions over the phone. You can also write or visit any Social Security office. The office that serves your area is located at:

SOCIAL SECURITY
807 CROSBY STREET
CHESTER, PA 19013

If you do call or visit an office, please have this letter with you. It will help us answer your questions.


OFFICE MANAGER

AFFIDAVIT OF OWNERSHIP Certificate/s of Title/s Birth Certificates

The Affiant, Carlton, Philip Alexander, in good faith and "Holder in Due Course", make and lay claim as the owner of the following chattel:

PHILIP ALEXANDER CARLTON - Birth Certificate # 18XXXX-1966. Authentication # [REDACTED]-5.
Carlton, Philip Alexander, Affiant.

PHILIP ALEXANDER CARLTON - Birth Certificate # 07XXXX-1947. Authentication # [REDACTED]-2.
Carlton, Philip Alexander, Father of Affiant.

MEKATILILI JUN NGODO - Birth Certificate # 14XXXX-2006. Authentication # [REDACTED]-4.
Ngodo, Mekatilili Jun; Daughter of Affiant.

PHILIP ALEXANDER CARLTON; CARLTON, PHILIP ALEXANDER; PHILIP A. CARLTON; PHILIP CARLTON and NGODO, MEKATILILI JUN; MEKATILILI JUN NGODO; MEKATILILI J.NGODO; MEKATILILI NGODO; and, or any variation of the title/s in their separate capacities are entitled to Affiant in this Affidavit of Ownership.

ANY USE OF THE TITLES MENTIONED WITHIN THIS DECLARATION WITHOUT THE WRITTEN CONSENT OF AFFIANT AGREES TO PAY A FEE SCHEDULE OF \$100,000 PER HOUR OR UPON OCCURANCE.

The information inscribed on the tangible medium/s such as Affiant's name on daughter's Birth Certificate, mother's name; BARBARA JEAN GREEN and father's, name PHILIP ALEXANDER CARLTON on his Birth Certificate. For the record, mother was married to father at time of said contract/Certificate of Title. Affiant's Date of Birth; December 15, 1966 as recited within the following documents and is a party to and owner of said Certificate/s of Title/s. Registrar of Titles then shall treat Affiant as having attained the age of majority at a date 18 years after date of birth shown by said certificate in accord with "Minnesota Court Rule 220, Birth Certificates" and U.C.C. Article 9 Section 311, 312 and 313 Perfection of Security Interest and U.C.C. Article 3 Negotiable Instruments 3-302, "Holder in Due Course", Title 8 U.S.C. 1443(f), 28 U.S.C. 1733 and Rule 44(2)(B) Federal Rules of Civil Procedure.

[REDACTED] H&C 1-308

IN THE COURTS OF COMMON PLEAS OF DELAWARE COUNTY

State of Pennsylvania

County of Delaware, ss:

I, Angela L. Martinez, Director of the Office of Judicial Support of said County, which are Courts of Record having a common seat, being the officer authorized by the laws of the State of Pennsylvania to make the following certificate:

1 to

do Certify, That JOAN Y. NEAL Esquire before whom the annexed affidavit or acknowledgement was made, was at the time of so doing

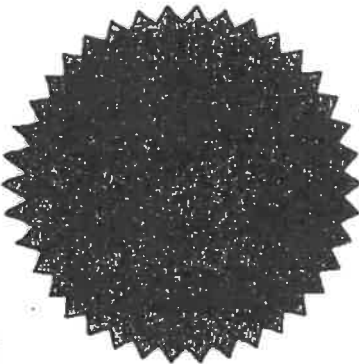
a NOTARY PUBLIC CHESTER for the Commonwealth of Pennsylvania, residing in the County aforesaid, duly commissioned and qualified to administer oaths and affirmations and to take acknowledgements and Proofs of Deeds or conveyances for lands, tenements and hereditaments to be recorded in said State of Pennsylvania, and to all whose acts, as such, full faith and credit are and ought to be given, as well in Courts of Judication as elsewhere; and that I am well acquainted with the handwriting of the

said NOTARY PUBLIC JOAN Y. NEAL and verily believe the signature thereto is genuine, and that said oath or affirmation, purports to be taken in all respects as required by the laws of the State of Pennsylvania.

The impression of the seal of the laws of the NOTARY PUBLIC is not required by law to be filed in this office in Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court, this

..... 26th day of August in the year of our lord two thousand

By: [Signature] Angela L. Martinez, Director
Office of Judicial Support





An Exelon Company
Page 1 of 3

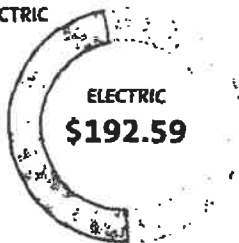
Name: PHILIP CARLTON
Account Number: 12287-08139
Phone Number: 267-423-6977
Service Address: 409 E 12th St, Chester

Emergency and Repair

800-841-4141

This is the number to call to report power outages, gas leaks or odors, and safety hazards related to PECO Equipment.

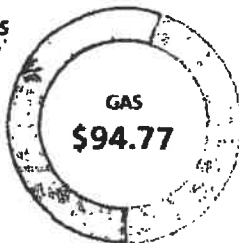
PECO ELECTRIC DELIVERY



TAXES & FEES

ELECTRIC SUPPLY
PECO
2301 Market Street
Philadelphia, PA 19103
800-494-4000

PECO GAS DELIVERY



TAXES & FEES

GAS SUPPLY
PECO
2301 Market Street
Philadelphia, PA 19103
800-494-4000

Billing Summary

Bill Date	03/21/2023
Charges from previous bill	\$1,353.56
Deposit	\$52.50
Deposit	\$26.25
Deposit	\$26.25
Late payment charge	\$35.46
Total Other Charges	\$1,494.02

Current Period Charges

Electric	\$192.59
Gas	\$94.77
Total New Charges	\$287.36

Total Amount Due on 04/12/2023 \$1,781.38

General Information

Next scheduled meter reading: 04/21/2023

1-800-494-4000

If you have any questions or concerns, please call 800-494-4000 before the due date. Si tiene alguna pregunta, favor de llamar al numero 1-800-494-4000 antes de la fecha de vencimiento.

peco.com/service

Customer Self Service - Manage Your Account 24/7
Start, stop and move your service

Online: peco.com

In Person: 2301 Market St., Philadelphia, PA 19103

By Phone: 1-800-494-4000

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



PECO. CERTIFIED CHECK

An Exelon Company
2301 Market Street
Philadelphia, PA 19103-1380

708170183040000070596317

- Enroll in Automatic Payment. Complete form on reverse side.
- Pledge a donation to MEAF. Complete form on reverse side.

Account # 12287-08139

877-432-9384

Pay by phone, a convenience fee will apply.

Please pay this amount by
04/12/2023

\$1,781.38

Payment Amount \$ 1781.38

Pay to the order of PECO
One Thousand Seven Hundred Eighty One 38/100



PECO - Payment Processing
PO Box 37629
Philadelphia, PA 19101-0629

FBO
PHILIP CARLTON

By: *Philip Carlton*
Author: 2nd Representative
122870813901017813831021781384

0011138 02 AV 0.471 *AUTO T40 6755 10013-591208 -C01-B1-P11148-1123 56



PHILIP CARLTON
409 E 12TH ST
CHESTER, PA 19013-5912

Memo: in accord and satisfaction
12 USC 95 a (2)
18 USC 8 and 18 USC 1029e (1)
UCC 3-603 (b)



Notice to Principal Notice to Agent

JAN 30 2023

Notification of Intent to Appeal and Counterclaim

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PECO exercised it's right of disaffirmance by not getting consent from the authorized representative of PHILIP CARLTON for alteration of the contract making it void. PHILIP CA. RLTON never gave consent to the alteration of the contract from gas to gas and electric and no amendment was afforded for the consent to make any changes pertaining to the original agreement. Furthermore PECO never provided consideration per the agreement. This was brought to the attention of the representative from the Public Utilities Commission, PUC.

Mail was sent to 2301 Market Street Philadelphia Pennsylvania 19103 for discharge for the month of March 15, 2022 mail receipt number 70160910000136345301 and an error statement dated April 4th, 2022 addressed to PECO c/o Denis M Eischen 2301 Market Street Philadelphia Pennsylvania 19103-1380 certified mail receipt number 70142120000293079355 for an adjustment on the monthly statement was never addressed.

All obligations are securities due to the Department of Treasury and can be used as cash. The allonge/coupon/check from the statement/note/obligation explaining what was borrowed from the credit of PHILIP CARLTON, a State Agency, was accepted as an accounts receivable item, signed, dated and remitted "payable to PECO" to fund the services provided. There is no gold or silver in use for tender of payments. The U.S. has been in a Chapter 11 bankruptcy since 1933. Everything is administrative operating by checks and balances, "accounting". PECO must follow the commercial business standards, Cash method of Accounting under th Tax codes and PUC must adhere to the rules which governs them, the Uniform Commercial Code and related statutes for commercial transactions in accordance with the Tax Lien Act of 1966, Public Law 89-719. PECO must make the proper adjustments and refund the amount used for service reconnection \$450.00 and pay the fee schedule of \$100,000.00 for violations of the unlawful use of the corporate fiction PHILIP CARLTON which is private property of the living :Philip-Alexander: Carlton and beneficiary. PUC ignored the documents forwarded to them explaining this.

PHILIP CARLTON an instrumentality, "State Agency" as defined by the Social Security Administration and entity with a valid Employer Identification Number. The authorized representative believes that the PUC has made it's decision in err. PECO has been using deceptive devices through the federal mail system to defraud consumers for unlawful enrichment with disregard of consumer rights and using commercial instruments negating secured transactions and the laws applicable to them.

PHILIP CARLTON, accepts the demands of the PUC's appeal under the following conditions. Please answer the following questions point by point for the court of record and on the court of record under penalty of perjury to eliminate all obscurities for clarity which justified its decision.

1. 1. Can the PUC or PECO provide the original agreement or application for inspection of
2. claims and defenses afforded PHILIP CARLTON?
- 3.
4. 2. Can PECO or the PUC provide the 1099 OID for the contract agreement showing the
5. true position of the parties?
- 6.
7. 3. Based on the PUC's decision, do the PUC agree that PECO is not in any violation of
8. the Consumer Finance Protection Bureau?
- 9.
10. Isn't the Social Security card a credit card under the same Bureau?
- 11.
12. 5. Is the PUC and PECO engaged in unfair and deceptive practices against the
13. beneficiary the living :Philip-Alexander: Carlton the natural person "consumer"and his
14. "person" PHILIP CARLTON by ignoring th the Holder-In-Due-Course Rule promulgated by
15. the Federal Trade Commission, May 14 1976?
- 16.
17. 6. Based on the PUC's decision, is the PUC agreeing that PECO did not violate the
18. contract agreement by altering it without the consent of PHILIP CARLTON?
- 19.
20. 7. Do the PUC agree that PECO does not have to provide any consideration for
21. engaging in it's business dealings?
- 22.
23. 8. Does PECO have any taxing authority over the public? And if so can you or PECO
24. produce their bond indenture for Delaware County?
- 25.
26. 9. Based on the PUC's decision, is the PUC agreeing that PECO has a superior lien
27. interest in PHILIP CARLTON than the one registered in the UCC Office in Baltimore
28. Maryland's State Department of Assessment and Taxation, a Region 6 office along with
29. Pennsylvania, recorded at Delaware County Recorder of Deeds Office as property in
30. Pennsylvania under the book and page number submitted to the PUC and a UCC1
31. financial statement as evidence?
- 32.
33. 10. Can PECO and the PUC provide this office with a W9 information request form from
34. the Internal Revenue Service for assessment of the transactions with PHILIP CARLTON?
- 35.
36. 11. Do the PUC agree that PECO do not have to adhere to the Tax Lien Act of 1966,
37. Public Law 89-719, the Uniform Commercial Code, General Acceptance Accounting
38. Practices, Financial Accounting Standards Board and International Accounting
39. Standards?

COPY

1. 12. Do the PUC agree that it only had to use a statute/corporate by-law of the PA Public
2. Utilities to render its decision violating consumer rights of PHILIP CARLTON?

3.
4. Do the PUC agree that all obligations are U.S. Obligations and are to be "accounted" for
5. and by PECO an intermediary trustee for the public?

6.
7. Is PECO a public trustee?

8.
9. PHILIP CARLTON believes the PUC did not exercise impartiality with its decision
10. which has adversely affected the fundamental rights of the living beneficiary. Please
11. answer these questions for clarity to dispell these beliefs. This becomes a
12. Counterclaim if not found in favor of PHILIP CARLTON. Supporting documents are
13. included. This claim supersedes the prior claim. Thank you.

14.
15. Sincerely,

16.
17.
18.
19. PHILIP CARLTON
20. :Philip-Alexander: Carlton.

21. By: *[Signature]*
22. *All Rights Reserved*
23. _____
24. Beneficiary

25. Date: *January 26 2023*
26. _____

DATE OF DEPOSIT

MAR 31 2023

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

[Handwritten initials]
[Postmark: 2023]
[Postage stamp]
1-308 3-302, 3-305, 3-306

Special Endorsement PY

Pay to the order of the United States Treasury "without recourse" \$100450.00
Amount: One Hundred Thousand Four Hundred Fifty ⁰⁰/₁₀₀ USD
For Deposit to PECO. Account Number 12287-08139 PHILIP CARLTON
In Accord and Satisfaction with the United Nations Convention on International
Bills of Exchange and International Promissory Notes Per Article the
Supremacy Clause.

By: 
Authorized Representative

By: 
Date: 16 2023

FEB 13 2023

Notice to Principal Notice to Agent

~~DATE: JAN 25 2023~~

Consumer Services Notification of Intent to Appeal and Counterclaim
CAC Division

COPY

PECO exercised its right of disaffirmance by not getting consent from the authorized representative of PHILIP CARLTON for alteration of the contract making it void. PHILIP CARLTON never gave consent to the alteration of the contract from gas to gas and electric and no amendment was afforded for the consent to make any changes pertaining to the original agreement. Furthermore PECO never provided consideration per the agreement. This was brought to the attention of the representative from the Public Utilities Commission, PUC.

Mail was sent to 2301 Market Street Philadelphia Pennsylvania 19103 for discharge for the month of March 15, 2022 mail receipt number 70160910000136345301 and an error statement dated April 4th, 2022 addressed to PECO c/o Denis M Eischen 2301 Market Street Philadelphia Pennsylvania 19103-1380 certified mail receipt number 70142120000293079355 for an adjustment on the monthly statement was never addressed.

All obligations are securities due to the Department of Treasury and can be used as cash. The allonge/coupon/check from the statement/note/obligation explaining what was borrowed from the credit of PHILIP CARLTON, a State Agency, was accepted as an accounts receivable item, signed, dated and remitted "payable to PECO" to fund the services provided. There is no gold or silver in use for tender of payments. The U.S. has been in a Chapter 11 bankruptcy since 1933. Everything is administrative operating by checks and balances, "accounting". PECO must follow the commercial business standards, Cash method of Accounting under the Tax codes and PUC must adhere to the rules which govern them, the Uniform Commercial Code and related statutes for commercial transactions in accordance with the Tax Lien Act of 1966, Public Law 89-719. PECO must make the proper adjustments and refund the amount used for service reconnection \$450.00 and pay the fee schedule of \$100,000.00 for violations of the unlawful use of the corporate fiction PHILIP CARLTON which is private property of the living :Philip-Alexander: Carlton and beneficiary. PUC ignored the documents forwarded to them explaining this.

PHILIP CARLTON an instrumentality, "State Agency" as defined by the Social Security Administration and entity with a valid Employer Identification Number. The authorized representative believes that the PUC has made its decision in error. PECO has been using deceptive devices through the federal mail system to defraud consumers for unlawful enrichment with disregard of consumer rights and using commercial instruments negating secured transactions and the laws applicable to them.

PHILIP CARLTON, will humbly agree to PUC demands on appeal by the following conditions. Please answer the following questions point by point for the court of record and on the court of record under penalty of perjury to eliminate all obscurities for clarity which justified its decision.

1. Can the PUC or PECO provide the original agreement or application for inspection of claims and defenses afforded PHILIP CARLTON?

COPY

14. Is PECO not a transmitting utility?

PHILIP CARLTON believes the PUC did not exercise impartiality with its decision which has adversely affected the fundamental rights of the living beneficiary. Please answer these questions for clarity to dispell these beliefs. This becomes a Counterclaim if not found in favor of PHILIP CARLTON. Thank you.

Sincerely,

PHILIP CARLTON

:Philip-Alexander: Carlton.

By: [Signature]
Beneficiary

Date: January 25, 2023

Note: See attachments # 3

Special Endorsement

Pay to the order of United States Treasury without recourse \$100,450.00
Amount: One Hundred Thousand Four Hundred Fifty ⁰⁰/₁₀₀ USD
For Deposit to PECO Account Number 12287-8813 PHILIP CARLTON
In Accord and Satisfaction of the International Bills of Exchange and
International Promissory Notes "Supremacy Clause".

By: [Signature]
Authorized Representative

Special Endorsement
[Signature]
2023



An Exelon Company
Page 1 of 3

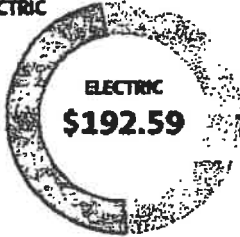
Name: PHILIP CARLTON
Account Number: 12287-08139
Phone Number: 267-423-6977
Service Address: 409 E 12th St, Chester

Emergency and Repair

800-841-4141

This is the number to call to report power outages, gas leaks or odors, and safety hazards related to PECO Equipment.

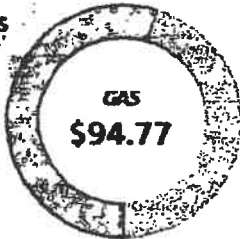
PECO ELECTRIC DELIVERY



TAXES & FEES

ELECTRIC SUPPLY
PECO
2301 Market Street
Philadelphia, PA 19103
800-494-4000

PECO GAS DELIVERY



TAXES & FEES

GAS SUPPLY
PECO
2301 Market Street
Philadelphia, PA 19103
800-494-4000

Billing Summary

Bill Date	03/21/2023
Charges from previous bill	\$1,353.56
Deposit	\$52.50
Deposit	\$26.25
Deposit	\$26.25
Late payment charge	\$35.46
Total Other Charges	\$1,494.02

Current Period Charges

Electric	\$192.59
Gas	\$94.77
Total New Charges	\$287.36

Total Amount Due on 04/12/2023 \$1,781.38

General Information

Next scheduled meter reading: 04/21/2023

1-800-494-4000

If you have any questions or concerns, please call 800-494-4000 before the due date. Si tiene alguna pregunta, favor de llamar al numero 1-800-494-4000 antes de la fecha de vencimiento.

peco.com/service

Customer Self Service - Manage Your Account 24/7
Start, stop and move your service

DATE OF DEPOSIT

MAR 31 2023

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Online: peco.com

In Person: 2301 Market St., Philadelphia, PA 19103

By Phone: 1-800-494-4000

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



PECO. CERTIFIED CHECK

An Exelon Company
2301 Market Street
Philadelphia, PA 19103-1380

7081 7018 3040 0000 7059 6317

- Enroll in Automatic Payment. Complete form on reverse side.
- Pledge a donation to MEAF. Complete form on reverse side.

Account # 12287-08139

877-432-9384

Pay by phone, a convenience fee will apply.

Please pay this amount by
04/12/2023

\$1,781.38

Payment Amount \$ 1781.38

Pay to the order of PECO
One Thousand Seven Hundred Eighty One ³⁸/₁₀₀

001138 02 AV 0471 *AUTO T40 8755 18013-5912B -C01-81-P11149-1123 58

PHILIP CARLTON
409 E 12TH ST
CHESTER, PA 19013-5912

Memo: in accord and satisfaction
12 USC 95 a (2)
18 USC 8 and 18 USC 1029e (1)
UCC 3:603 (b)



PECO - Payment Processing
PO Box 37629
Philadelphia, PA 19101-0629

FBO
PHILIP CARLTON

By: *Philip Carlton*
Authorized Representative
122870813901017813831021781384

Philip Alexander Carlton
% PHILIP CARLTON
409 E 12 STREET
CHESTER PENNSYLVANIA 19013

7022 2410 0001 1116 0477
Remittance Number



30 89

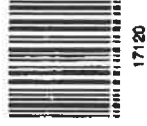


17120

U.S. POSTAGE PAID
PCMLG ENY
CHESTER, PA
19013
MAR 31 23
AMOUNT
\$10.20
R2305MH43RF5-C3

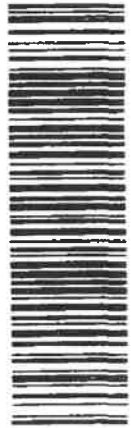
Secretary
Pennsylvania Public Utility Commission
400 NORTH STREET
Harrisburg, Pennsylvania 17120

U.S. POSTAGE PAID
FCM LG ENVY
CHESTER, PA
19013
MAR 31, 23
AMOUNT
\$24.98
R2304E106537-12



RDC 98

REGISTERED MAIL™



RE 227 910 915 US

USPS 2025-08-01 0001

FROM:

*Va' Dear C Rice
222 Penn Street
Chester PA 19013*

RECEIVED

APR - 4 2023

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

TO:

*Secretary
Pennsylvania Public Utility Commission
400 North Street
Harrisburg, Pennsylvania 17120*

C-2023-3039584

DATE OF DEPOSIT

JUN 21 2023

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

State of Pennsylvania)
)SS:
Delaware County.)

Affidavit of Notary Presentment to Certify Copies

Be it known that I VaDear C Rice a duly empowered notary public in and for the State of Pennsylvania, County of Delaware a third party' for the sole purpose of certifying a response or want there of at the request of Philip Alexander Carlton who did present on this day the following attested copies of original documents to be evidenced and for and on the record.

1. Default Judgment
2. Affidavit of Non-response Notice of Default and Opportunity to Cure
2. Affidavit of notary presentment (2)
3. Green mail receipt cards (5)
4. Special endorsement draft \$100,450.00
5. Deposit receipts and list of questions Notification of intent to appeal and counterclaim
6. Remittance coupon/dividend check acceptance from PECO \$2140.78

I hereby certify that after reviewing the documents they were addressed and sent to the respondent by over night mail:

Secretary
Pennsylvania Public Utilities Commission
400 North Street
Harrisburg PA 17120
Certified mail number 7016 2070 0001 0676 1358

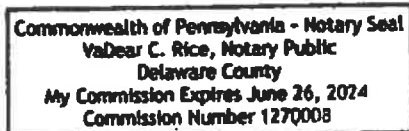
KHADIJA SCOTT ESQUIRE
PECO ENERGY COMPANY
2301 MARKET STREET - S23 - 1
PHILADELPHIA PA 19103
Certified mail number 7016 2070 0001 0676 1389

VaDear C Rice
222 Penn Street
Chester PA 19013

Acknowledged

WHEREAS I set my hand and seal of this office for Philip Alexander Carlton who is personally known on behalf of PHILIP CARLTON on this 20th day of June 2023 in Delaware County Pennsylvania

Seal



Dear C. Rice
Notary Republic

DATE OF DEPOSIT

JUN 21 2023

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Claimants

:Philip-Alexander: Carlton. dba PHILIP CARLTON, PHILIP A CARLTON, PHILIP ALEXANDER CARLTON

v

Defendants

PECO Energy Company/ Denis M Eischen dba DENIS M EISCHEN Pennsylvania Public Utilities Commission /Gladys Brown Dutrieuille dba GLADYS BROWN DUTRIEUILLE

Affidavit in Support of Motion for Entry of Default

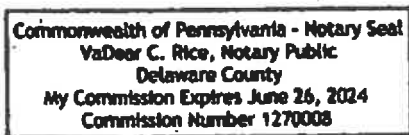
I Philip Carlton attest to the following,

1. I am the Claimant of the an above-entitled action and I am familiar with the file, records and pleadings in this matter.
2. The complaint was served upon the defendant for non response 7022 2410 0001 1118 0361, 7016 2070 0001 0541 8994 and registered mail number RE227910907US.
3. An answer was due and the opposition never requested additional time to respond.
4. The Default of Defendants was entered on June 20th 2023.
5. To my best information and beliefs defendants are not an infant or incompetent persons.
6. The relief for this claim of the claimants is for the some certain amount of \$200,900.00. See affidavits of ownership certificate of titles and title 15 usca 1692 G and violations plus interest on the Judgment at the legal rate until judgment is satisfied.

By: [Signature]
Claimant

Attested to and ascribed before me this 20th Day of June, 2023.

Notary Seal



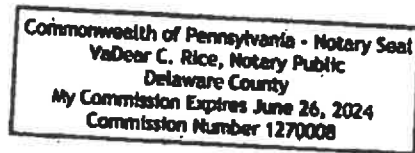
VaDear C Rice

[Signature]
Notary Republic

Entry of Default

Claimant PHILIP CARLTON in proper Persona moves the clerk of court to enter default against defendants PECO and Denis M Eischen and Pennsylvania Public Utilities Commission and Commissioner Gladys Brown Dutrieuille both in their public and private capacity pursuant to Federal Rules of Civil Procedures 55(a). Defendants failed to appear plead, answer questions or otherwise defend, the default is hereby entered pursuant to Federal Rules of Civil Procedures 55(a).

Notary Seal



VaDear C. Rice

A handwritten signature in black ink that reads "VaDear C. Rice". The signature is written over a horizontal line.

Notary Republic

Claimants

Philip-Alexander: Carlton. dba PHILIP CARLTON, PHILIP A CARLTON, PHILIP ALEXANDER CARLTON

V

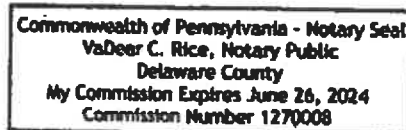
Defendants

PECO Energy Company/ Denis M Eischen dba DENIS M EISCHEN Pennsylvania Public Utilities Commission/Gladys Brown Dutrieuille dba GLADYS BROWN DUTRIEUILLE

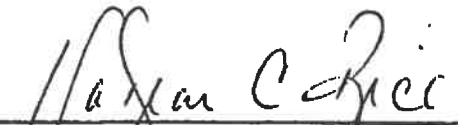
Default Judgment

The Defendants PECO/Denis M Eischen and Pennsylvania Public Utilities Commission/ Gladys Brown Dutrieuille having failed to appear, plead or otherwise defend in this action and default having been entered on June 20th 2023 and claimants having requested judgment against the the defaulted defendant and having found an affidavit (declaration) in accordance with Federal Rules of Civil Procedures 55(a) and (b). Judgment is hereby entered in favor of Claimant Philip Alexander Carlton in all arrangements against Defendants PECO and Denis M Eischen Pennsylvania Public Utilities Commission and Gladys Brown Dutrieuille for the some certain amount of \$200,900.00. See Affidavit of Ownership Certificate of Titles, Title 15 U.S.C.A. Section 1 and 15 U.S.C.A. 1692(g) and (k) violations plus interest on the judgment at the legal rate until judgment is satisfied.

Notary Seal



VaDear C Rice


Notary Republic

**Affidavit of Non-response
Notice of Default and Opportunity to Cure**

DATE OF DEPOSIT

JUN 21 2023

Pennsylvania State

S

Delaware County

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

KNOW ALL MEN BY THESE PRESENTS, that on this day, before me, a Notary Public, personally came and appeared, :Philip-Alexander:Carlton., as Affiant, who after being first duly sworn, upon oath stated:

1. My name is :Philip-Alexander:Carlton. I am over the age of eighteen years. I have personal knowledge of the facts stated below.

2. As of date, March 7th 2023, I have not received a point by point written response to the documents mailed on January 25th and February 8th 2023 to the person named below. The documents/instruments were delivered and deposited on February 4th and 10th, 2023 under registration number RE227910907US for value received at \$100450.00 to the PA PUBLIC UTILITIES COMMISSION SECRETARY'S BUREAU titled under A Notice of Appeal and Counterclaim.

3. The person(s) and their respective, addresses are as follows:

Recipient Name: Public Utilities Commission
Recipient address: 400 North Street
Recipient City, State Zip: Harrisburg Pennsylvania 17120
Certified mail return receipt number(s) 7022 2410 0001 1118 0361 February 04, 2023
7016 2070 0001 0541 8994 February 10th 2023

All Rights Reserved
[Handwritten Signature]

Signature of Affiant

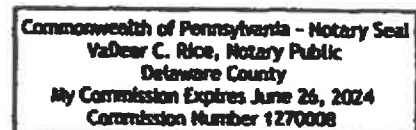
SUBSCRIBED AND SWORN TO, OR AFFIRMED, before me on this 21st day of March 2023 by Philip A. Carlton.

[Handwritten Signature: Doreen C. Rice]

Notary Public

(SEAL)

My Commission expires: June 26, 2024



Certificate of Deposit and Mailing

State of Pennsylvania

ss.

County of Delaware

Affidavit of Notary Presentment

Be it known that I, VaDear C. Rice, a duly empowered notary public in and for the state of Pennsylvania, County of Delaware, a third party and not a part of this matter for the sole purpose of certifying a response or want there of at the request of, Philip Alexander Carlton who did present on this day the following attested copies of original documents;

1. Letter to Gladys Brown Dutrieuille Commissioner of the Pennsylvania Public Utilities Commission
2. Certificate of Identity and Affidavit of Surety as cover page
3. Employer Identification Number for the person Philip Carlton from the Social Security Administration
4. Department of State exemption
5. Affidavit of ownership certificates of title
6. Deposit receipt from Pennsylvania Public Utilities Commission (2)
7. UCC 1 file at Delaware County recorder of deeds
8. Certified check voucher for PECO

I hereby certify that after reviewing the documents they were addressed and sent to the respondent:

Office of the Commissioner
Gladys Brown Dutrieuille
Pennsylvania Public Utilities Commission
Commonwealth Keystone Building
Harrisburg Pennsylvania 17120

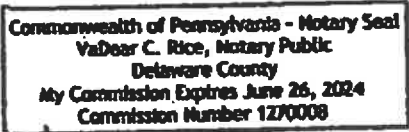
Certified mail number: 7018 3090 0000 7659 6317

VaDear C Rice
222 Penn Street
Chester PA 19013

Acknowledgment


The foregoing affidavit entitled Affidavit of Notary Presentment was acknowledged before me on this 23th day of March 2023 in the county of Delaware Pennsylvania Republic by where I have here unto set my hand and seal of this office for Philip Alexander Carlton, who is personally known, on behalf of PHILIP CARLTON and PA ADMINISTRATION AGENCY.

Seal



Dear C. Rice
Notary Signature

DATE OF DEPOSIT
JUN 21 2023
PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>1. Article Addressed to:</p> <p> <input type="checkbox"/> Complete items 1, 2, and 3. <input type="checkbox"/> Print your name and address on the reverse so that we can return the card to you. <input type="checkbox"/> Attach this card to the back of the mailpiece, or on the front if space permits. </p> <p> Pennsylvania Public Utilities Commission Office of the Commissioner Gladys Brown Detrieville Commonwealth Keystone Building App North Street Harrisburg PA 17120 </p>  <p>9590 9402 4240 8121 7702 55</p>		<p>A. Signature</p> <p><input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p><i>K. Neik</i></p> <p>B. Received by (Printed Name)</p> <p><i>APR 03 2023</i></p> <p>C. Date of Delivery</p> <p><i>MAR 31 2023</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p>	
<p>2. Article Number (Transfer from service label)</p> <p>7018 3090 0000 7659 6317</p> <p>PS Form 3811, July 2016 PSN 7680-02-000-9063</p>		<p>3. Service Type</p> <p> <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500) </p> <p> <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery </p>	

Certificate of Deposit and MailingState of Pennsylvania

ss.

County of Delaware**Affidavit of Notary Presentment for Certification of Copies**

Be it known that I, _____, a duly empowered notary public in and for the State of Pennsylvania, County of Delaware, a third party and not a part of this matter for the sole purpose of certifying a response or want there of at the request of, Philip Alexander Carlton who did present on this day the following attested copies of original documents;


1. UCC 1 Ag Lien filed at Delaware County Recorder of Deeds
2. Department of State Exemption, Proof of Record
3. Investopedia definition of "full faith and credit "
4. Certificate of Identity and Affidavit of Surety as cover page
5. Employer Identification Number for the person PHILIP A CARLTON from the Social Security Administration
6. Affidavit of ownership Certificates of Title
7. Questions resubmitted for answering by PECO and PUC and deposit of access devices for \$200900.00
8. Deposit receipt from Pennsylvania Public Utilities Commission (2)
9. Interest payment and Certified check for PECO


I hereby certify that after reviewing the documents they were addressed and sent to the respondent:


**Pennsylvania Public Utilities Commission
Commonwealth Keystone Building
Harrisburg Pennsylvania 17120**

Certified mail number: 7022 2410 0001 1118 0477

**VaDear C Rice
222 Penn Street
Chester PA 19013**


SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>1. Article Addressed to:</p> <p> <input type="checkbox"/> Complete items 1, 2, and 3. <input checked="" type="checkbox"/> Print your name and address on the reverse so that we can return the card to you. <input checked="" type="checkbox"/> Attach this card to the back of the mailpiece or on the front if space permits. </p> <p>Secretary Pennsylvania Public Utility Commission 400 North Street Harrisburg, Pennsylvania 17120</p>  <p>9590 9402 4920 9032 9191 14</p>		<p>A. Signature</p> <p><input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name)</p> <p>C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>2. Article Number (Transfer from service label)</p> <p>7022 2420 0001 1118 0477</p>		<p>3. Service Type</p> <p> <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail (over \$500) <input type="checkbox"/> Insured Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery </p>	
PS Form 3811, July 2016 PSN 7530-02-000-8083 Domestic Return Receipt			

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <i>K. Naik</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>EB</i> C. Date of Delivery <i>FEB 04 2023</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to:</p> <p><i>Secretary's Bureau Appeals Division - 400 N Street Pennsylvania Public Utilities Commission Commonwealth Keystone Building Indef. Rm. N-201 Harrisburg PA 17120</i></p>  <p>9590 9402 7248 1284 6004 93</p>	<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <i>Return Receipt</i> <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</p>
<p>2. Article Number (Transfer from service label)</p> <p><i>7022 2410 0001 1118 0361</i></p>	
<p>PS Form 3811, July 2020 PSN 7530-02-000-9053</p>	<p>Domestic Return Receipt</p>

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <i>K. Naik</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>EB</i> C. Date of Delivery <i>FEB 10 2023</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to:</p> <p><i>Public Utility Commission Secretary 400 North Street Harrisburg Pennsylvania 17120</i></p>  <p>9590 9402 7523 2098 3558 81</p>	<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</p>
<p>2. Article Number (Transfer from service label)</p> <p><i>7016 2070 0001 0541 8994</i></p>	
<p>PS Form 3811, July 2020 PSN 7530-02-000-9053</p>	<p>Domestic Return Receipt</p>

PHILADELPHIA PA 19101

MAIL SERVICE ON DEMAND

<p>SENDING COMPLETE INFORMATION</p> <ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. <p>1. Article Addressed to: <i>Pennsylvania Public Utility Commission Office of the Commissioner Gladys Brown Datrieville Commonwealth Keystone Building 400 North Street Harrisburg PA 17120</i></p> <div style="text-align: center;">  9590 9402 4920 9032 9191 45 </div> <p>2. Article Number (Transfer from service label) <i>7016 2070 D001 0654 17 99 1 1 1</i></p> <p>PS Form 3911, July 2018 PSN 7530-02-000-9003</p>	<p>MAIL SERVICE ON DEMAND</p> <p>A. Signature <i>K. Nash</i> <input type="checkbox"/> Agent <input type="checkbox"/> Address <input type="checkbox"/></p> <p>B. Received <i>MAY 08 2023</i> <input type="checkbox"/> Agent <input type="checkbox"/> Address <input type="checkbox"/></p> <p>C. <i>MAY 06 2023</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail® <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</p> <p style="text-align: right;">Domestic Return Receipt</p>
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PE 227910907 US

Special Endorsement



Pay to the order of the United States Treasury "without recourse" \$100,950.00
 Amount: One Hundred Thousand Four Hundred Fifty ⁰⁰/₁₀₀ USD
 For Deposit to PELO. Account Number 12287-08139 PHILIP CARLTON.
 In Accord and Satisfaction with the United Nations Convention on International
 Bills of Exchange and International Promissory Notes ~~Per Article~~ the
 Supremacy Clause.

By: 
 Authorized Representative

DATE OF DEPOSIT

JUN 21 2023

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

By: 
 Date:  6 2023

~~DATE OF DEPOSIT~~

~~FEB 13 2023~~

Notice to Principal Notice to Agent

~~JAN 26 2023~~

**Consumer Services Notification of Intent to Appeal and Counterclaim
CAC Division**

PA PUBLIC UTILITY COMMISSION
SECRETARY'S OFFICE

PECO exercised its right of disaffirmance by not getting consent from the authorized representative of PHILIP CARLTON for alteration of the contract making it void. PHILIP CARLTON never gave consent to the alteration of the contract from gas to gas and electric and no amendment was afforded for the consent to make any changes pertaining to the original agreement. Furthermore PECO never provided consideration per the agreement. This was brought to the attention of the representative from the Public Utilities Commission, PUC.

Mail was sent to 2301 Market Street Philadelphia Pennsylvania 19103 for discharge for the month of March 15, 2022 mail receipt number 70160910000136345301 and an error statement dated April 4th, 2022 addressed to PECO c/o Denis M Eischen 2301 Market Street Philadelphia Pennsylvania 19103-1380 certified mail receipt number 70142120000293079355 for an adjustment on the monthly statement was never addressed.

All obligations are securities due to the Department of Treasury and can be used as cash. The allonge/coupon/check from the statement/note/obligation explaining what was borrowed from the credit of PHILIP CARLTON, a State Agency, was accepted as an accounts receivable item, signed, dated and remitted "payable to PECO" to fund the services provided. There is no gold or silver in use for tender of payments. The U.S. has been in a Chapter 11 bankruptcy since 1933. Everything is administrative operating by checks and balances, "accounting". PECO must follow the commercial business standards, Cash method of Accounting under the Tax codes and PUC must adhere to the rules which governs them, the Uniform Commercial Code and related statutes for commercial transactions in accordance with the Tax Lien Act of 1966, Public Law 89-719. PECO must make the proper adjustments and refund the amount used for service reconnection \$450.00 and pay the fee schedule of \$100,000.00 for violations of the unlawful use of the corporate fiction PHILIP CARLTON which is private property of the living Philip-Alexander: Carlton and beneficiary. PUC ignored the documents forwarded to them explaining this.

PHILIP CARLTON an instrumentality, "State Agency" as defined by the Social Security Administration and entity with a valid Employer Identification Number. The authorized representative believes that the PUC has made its decision in error. PECO has been using deceptive devices through the federal mail system to defraud consumers for unlawful enrichment with disregard of consumer rights and using commercial instruments negating secured transactions and the laws applicable to them.

PHILIP CARLTON, will humbly agree to PUC demands on appeal by the following conditions. Please answer the following questions point by point for the court of record and on the court of record under penalty of perjury to eliminate all obscurities for clarity which justified its decision.

- 1. Can the PUC or PECO provide the original agreement or application for inspection of claims and defenses afforded PHILIP CARLTON?

2. Can PECO or the PUC provide the 1099 OID for the contract agreement showing the true position of the parties?
3. Based on the PUC's decision, do the PUC agree that PECO is not in any violation of the Consumer Finance Protection Bureau?
4. Isn't the Social Security card a credit card under the same Bureau?
5. Is the PUC and PECO engaged in unfair and deceptive practices against the beneficiary the living Philip-Alexander Carlton the natural person "consumer" and his "person" PHILIP CARLTON by ignoring the Holder-In-Due-Course Rule promulgated by the Federal Trade Commission, May 14 1976?
6. Based on the PUC's decision, is the PUC agreeing that PECO did not violate the contract agreement by altering it without the consent of PHILIP CARLTON?
7. Do the PUC agree that PECO does not have to provide any consideration for engaging in its business dealings?
8. Does PECO have any taxing authority over the public? And if so can you or PECO produce their bond indenture for Delaware County?
9. Based on the PUC's decision, is the PUC agreeing that PECO has a superior lien interest in PHILIP CARLTON than the one registered in the UCC Office in Baltimore Maryland's State Department of Assessment and Taxation, a Region 6 office along with Pennsylvania, recorded at Delaware County Recorder of Deeds Office as property in Pennsylvania under the book and page number submitted to the PUC and a UCC1 financial statement as evidence?
10. Can PECO and the PUC provide this office with a W9 information request form from the Internal Revenue Service for assessment of the transactions with PHILIP CARLTON?
11. Do the PUC agree that PECO do not have to adhere to the Tax Lien Act of 1966, Public Law 89-719, the Uniform Commercial Code, General Acceptance Accounting Practices, Financial Accounting Standards Board and International Accounting Standards?
12. Do the PUC agree that it only had to use a statute/corporate by-law of the PA Public Utilities to render its decision violating consumer rights of PHILIP CARLTON?
13. Do the PUC agree that all obligations are U.S. Obligations and are to be "accounted" for and by PECO an intermediary trustee for the public?

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



An Exelon Company
2301 Market Street
Philadelphia, PA 19103-1380

CHECK

PA 12181

- Enroll in Automatic Payment. Complete form on reverse side.
- Pledge a donation to NEAF. Complete form on reverse side.

Account # 12287-08139

877-432-9384

Pay by phone, a convenience fee will apply.

Please pay this amount by
06/09/2023

\$2,140.78

Payment Amount \$ 2140 .78

Pay Today! Pay to bearer

peco.com/ebill or to order of: PECO

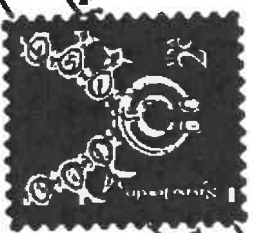
Go paperless: receive and pay your bill online.

Amount: Two Thousand One Hundred forty 78/100

001127 01 AV 0.471 *AUTO T70 8787 19013-591208 -C01-B1-P1138-11 3



PHILIP CARLTON
409 E 12TH ST
CHESTER, PA 19013-5912



PECO - Payment Processing
PO Box 37629
Philadelphia, PA 19101-0629

in record and
Subsection 18 USC 8

By *[Signature]*
Attorneys Reserved

NOTARIZED REPRESENTATIVE

122870813901021407831602140780



PRESS FIRMLY TO SEAL

PRIORITY MAIL EXPRESS®

UNITED STATES POSTAL SERVICE®

CUSTOMER USE ONLY

FROM: (PLEASE PRINT)
 PHILIP ALEXANDER CARLTON
 406 Carlton Philip A.
 109E 12 Street
 Chester-Pennsylvania 19013

PHONE ()

DELIVERY OPTIONS (Customer Use Only)

SIGNATURE REQUIRED Note: The mailer must check the "Signature Required" box if the mailer: 1) Requires the addressee's signature; OR 2) Purchases additional insurance; OR 3) Purchases COD service; OR 4) Purchases Return Receipt service. If the box is not checked, the Postal Service will leave the item in the addressee's mail receptacle or other secure location without attempting to obtain the addressee's signature on delivery.

No Saturday Delivery (delivered next business day)
 Sunday/holiday Delivery Required (additional fee, where available)
 *Refer to USPS.com® or local Post Office® for availability.

TO: (PLEASE PRINT)

PHONE ()

SECRETARY
 Pennsylvania Public Utilities Commission
 400 North Street
 Harrisburg PA 17120

ZIP + 4® (U.S. ADDRESSES ONLY)

17120

■ For pickup or USPS Tracking™, visit USPS.com or call 800-222-1871.
 ■ \$100.00 insurance included.

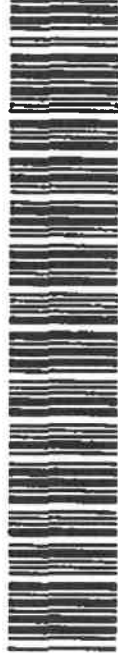
PEEL FROM THIS CORNER

U.S. POSTAGE PAID
 PERMIT NO. 1-08V
 WOODLYN, PA
 19094
 JUN 21, 23
 AMOUNT
\$32.10
 R2304M111905-07



17120

RDC 07



EI 460 764 116 US

RECEIVED

PAYMENT BY ACCOUNT (if applicable)
 USPS® Corporate Acct. No. Federal Agency Acct. No. or Postal Service® Acct. No.
 JUN 22 2023

ORIGIN (POSTAL SERVICE USE ONLY)
 1-Day
 2-Day
 Meter
 BUSINESS BUREAU

PO ZIP Code 19094	Scheduled Delivery Date (MMDDYY) 06/22/23	Postage \$ 28.75
Date Accepted (MMDDYY) 06/21/23	Scheduled Delivery Time 8:00 PM	Insurance Fee \$
Time Accepted 3:44 PM		Return Receipt Fee \$
Special Handling/Flags	Sunday/holiday Premium Fee \$	Live Animal Transportation Fee \$
Weight lbs. 4 oz.	Acceptance Employee Initials C.P.	Total Postage & Fees \$ 32.10
DELIVERY (POSTAL SERVICE USE ONLY)		
Delivery Attempt (MMDDYY) Time AM PM	Employee Signature	
Delivery Attempt (MMDDYY) Time AM PM	Employee Signature	

LABEL 11-B, MAY 2021 PSN 7690-02-000-9999