STATE OF ILLINOIS

ILLINOIS COMMERCE COMMISSION

Commonwealth Edison Company	)	
-vs-	)	
Grace Bible Church	)	
	)	Docket 13-0469
Complaint regarding unlawful	)	
establishment of retail service	)	
accounts by a person that is not	)	
a retail end-use customer.	)	

INITIAL BRIEF ON EXCEPTIONS OF GRACE BIBLE CENTER

Grace Bible Center ("GBC"), by its attorneys, and pursuant to Section 200.830 of the Rules of Practice of the Illinois Commerce Commission ("Commission"), hereby submits this Brief on Exceptions to the Administrative Law Judge's Proposed Order ("ALJPO") issued January 21, 2016.

The ruling on the summary judgment motions of GBC and ComEd should have been a straightforward legal analysis that addressed the relief requested in the ComEd First Amended Complaint. ComEd's complaint alleged that the Public Utilities Act and ComEd's tariffs preclude GBC from being the customer for its accounts because it is not the user of electricity for those accounts. ComEd alleged that participants in GBC's Utility Assistance Program ("UAP") reside in the premises and use the power for the residential customer accounts that GBC establishes in its own name. ComEd's position in its complaint was that the Public Utilities Act defines a retail customer as "a single entity using electric power or energy at a single premises." 220 ILCS 5/16-

102 Because GBC does not use the electricity it purchased, ComEd alleged that it is not a "retail customer" under the Act.[1]

In April, 2013 GBC filed its Answer to the complaint and in that Answer, it admitted that it did not use the electricity for the accounts in its name. More specifically, GBC admitted that it applies for electric service for each account, agrees to pay ComEd for that service, and then allows the UAP participant to reside in the premises and use ComEd service.[2] GBC alleged, however, that the UAP is consistent with the Commission's rules in effect at that time because it is structured so that GBC is the "customer" under the Commission's rules ("Customer" - a person who has agreed with a utility to pay for gas, electric, water or sanitary sewer utility service. . .) and the UAP participants that live in the premises where it establishes accounts are "users" under the Commission's rules ("User" - a person who receives gas, electric, water or sanitary sewer utility service.) (Former 83 IAC 280.40)

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[1] **Relief Requested**

WHEREFORE, ComEd requests that the ICC:

a. Find and conclude that GBC is not an authorized retail customer of ComEd at those premises where it is not the end-user of the electricity supplied or delivered;
b. Find and conclude that, under the PUA and ComEd's tariffs, ComEd is not required to provide retail utility services to GBC at premises where GBC is not the retail end-use customer; and
c. Award such other relief as may be warranted by the record and is within the ICC's jurisdiction.

[2] Paragraphs 10-12 of the Affirmative Defenses section of GBC's Answer to Amended Complaint.

ComEd could have immediately filed a Motion for Summary Judgment based on GBC's admissions. In fact, this proceeding might still be in discovery stage or going to a needless hearing if GBC had not filed its own Motion for Summary Judgment in November 2014 requesting that the Commission determine that its rules require ComEd to provide service to GBC under its UAP. ComEd, however, insisted on conducting more discovery before it would respond to GBC's motion and file its own Motion for Summary Judgment.

But ComEd's purpose in initiating this case was never about determining if a person that agrees to pay for a ComEd residential account must also reside in the premises served by that account. Rather, ComEd's purpose has been to dupe the Commission into supporting ComEd's defense of a civil lawsuit brought by GBC against ComEd and its employees in Cook County Court. In that Complaint, GBC alleged that ComEd sent letters to UAP participants, most of whom were church members, incorrectly claiming that GBC "is a fictitious legal entity engaging in a fraud against ComEd." [3] ComEd employees then visited UAP members at their homes and made similar oral statements.[4] The Complaint noted that GBC had provided ComEd with evidence that it is as a not-for-profit corporation under the laws of the State of Illinois.[5]

This proceeding was initiated by ComEd after the filing of that Circuit Court case. While ComEd complaint merely requests that the Commission apply the Act and the company's tariffs and find that ComEd need not provide service to GBC for the UAP accounts, its actions throughout this proceeding show that it is hoping for statements from the Commission that it can wave before a jury in the Circuit Court case. Thus ComEd insisted on conducting extensive discovery into GBCs finances, program rules, accounts and personnel, including conducting depositions. Then rather

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[3] Attachment 1 to GBC Response to Commonwealth Edison Company Motion for Summary Judgment, paragraphs 62-65.

[4] *Id*. paragraphs 68-78.

[5] *Id*. para 127.

than stick within the confines of its complaint and ask for a ruling based on the facts admitted by GBC in its Answer back in April 2013, ComEd has written a motion for Summary Judgment and briefs that go well beyond the legal principal raised in its Complaint. The ALJPO cooperates with ComEd's abuse of the Commission process by providing ComEd with language it sought. Thus, the ALJPO makes the Commission an inadvertent witness in Circuit Court.

The Commission should not allow itself to be used by ComEd in this manner. As set forth below, the Commission should issue a final order that addresses the narrow legal issue raised in ComEd's complaint and decide whether the UAP is structured in a manner that is consistent, or inconsistent with ComEd's tariffs, the Public Utilities Act and the Administrative Procedures Act.

STATEMENT OF FACTS

The only facts the Commission needs to rule on the two motions for summary judgment are those admitted by GBC in its Answer. Nevertheless, it is necessary to provide some background of the UAP because ComEd has chosen the tactic of trying to defend its Circuit Court case by claiming to this Commission that GBC as engaging in fraud against ComEd, depriving UAP participants of their rights and enriching itself.

ComEd has not filed any testimony, so the only evidence in the record is the deposition of Ms. Vickie Bell, the Executive Administrator of GBC, which ComEd attached to its motion. Her undisputed deposition shows that the UAP provides no revenue to GBC. In fact, the church loses money because of the program. During her deposition, Ms. Bell stated that UAP participant donations and payments are used to pay their current electric bill and pay off as much as possible of the charges they owed ComEd when they became UAP participants.[6] None of that money is

[6] Attachment A (part 1 of 4) to ComEd Motion for Summary Judgment, Tr. 114-118; TR. 142-144 (herein after referred to as Bell Dep.).

used to pay operational costs or is used by the church.[7] In fact, because the program loses money, the church needs to receive anonymous donations from GBC parishioners in order to operate it.[8]

ComEd and its ratepayers are better off because of the UAP. The UAP is truly a "last resort" program available only to those who have exhausted all other alternatives, such as CEDA, LIHEAP, FEMA.[9] Because of the UAP, its participants who would otherwise have not be able to be reconnected and receive electric service, were able to pay their current bills and have a portion of their unpaid bills paid to ComEd.[10] Thus ComEd received revenue that it would not have otherwise been able to recover.

UAP is one component of GBC's mission to provide services to the public and spread its spiritual message. For example, UAP participants are required to become provisional members of the church and become what the church terms "Watch Care" members[11] who agree to hold bible study and community meetings at least once a month at their home and attend church services at least once a month.[12] The UAP is only one such a GBC program serving the community. Other programs include "Second Chance," which provides a safe haven to battered spouses and their children,[13] monitoring and tutoring, assistance in job searches and computer training.[14] The UAP is not unique to ComEd. GBC also has UAPs for customers of Nicor and Peoples Gas Light and Coke Company that are structured the same way as the ComEd program, with an equal number of participants as the ComEd program.[15]

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[7] Bell Dep. Tr. 158-159.
[8] Bell Dep. Tr. 51-3.
[9] Bell Dep. Tr. 32.
[10] Bell Dep. Tr. 114-118; TR. 142-144.
[11] Bell Dep. Tr. 69-72.
[12] Bell Dep. Tr. 32; Tr. 67-68; Tr. 157.
[13] Bell Dep. Tr. 72-74.
[14] Bell Dep. Tr. 147.
[15] Bell Dep. Tr. 13, 125, 132.

The reason GBC was able to ensure that current bills were paid as well as some of the old bills is because it requires UAP participants to make a donation to the church equal to no more than half of the past due balance on their ComEd bill. While approximately 40 to 50 percent of UAP participant provide a donation to GBC equal to 50 percent of their past due bill, some pay nothing. The determination of how large a donation is required is made by the GBC board based on each individual's circumstance.[16] UAP participants' current bills are paid either by the UAP participant, which provides GBC with money orders made out to ComEd, or by GBC, drawing down on the donation initially provided by the participant in the event that the customer fails to pay a bill. The latter is a common occurrence, which Ms. Bell estimates happened at least twice for each UAP participant.[17] Also, as noted above, GBC uses anonymous donations from its parishioners to pay the bills of some of the UAP participants.[18]

When a UAP participant leaves its premises, GBC paid the final bill, and if funds were still left in the donation account, GBC forwarded those funds to ComEd as partial payment on the original charges of the customer accrued prior to their disconnection.[19] Ms. Bell stated that "that's what happens in every situation. [20] Again, this is money that ComEd would not have otherwise been able to recover absent the UAP.

The ALJPO repeatedly accuses GBC of deceiving ComEd. Yet GBC was completely open when it contacted ComEd to establish each new account. ComEd's representatives have a simple script in which they ask applicants for service the date it should be turned on and the name of the person responsible for payment.[21] When the ComEd customer service representative looked into

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[16] Bell Dep. Tr. 35-7.
[17] Bell Dep. Tr. 58-9.
[18] Bell Dep. Tr. 51-3.
[19] Bell Dep. Tr. 114-118; TR. 142-144.
[20] Bell Dep. Tr. 118.
[21] Bell Dep. Tr. 15.

its billing system, it saw GBC as the customer of, at one time, 60 residential accounts. Thus, GBC hid nothing from ComEd and "concealed" the nature of the UAP only in the sense that ComEd's employees do not ask if a person calling to establish service will also be the user of that service. The fact that no ComEd employee wondered how GBC could be a residential end user at 60 separate locations demonstrates that ComEd never cared if a residential customer is the actual user of electric service. Confirming that fact, ComEd admitted during discovery: "ComEd does not track customers who have agreed to pay for residential accounts who are not the user of electric service for each account for which they are the customer."[22]

As noted above, until 2011, GBC's ComEd UAP had approximately 60 participants. That number had been reduced to 15 as of the time of Ms. Bell's deposition.[23] The reason for that reduction in participants is the subject of the civil law suit by GBC against ComEd in Cook County Circuit Court. Ms. Bell provided an extensive description of the impact of ComEd's actions on the membership of the church. [24] During the pendency of this proceeding GBC was evicted from its church and offices for nonpayment of rent. [25]

ARGUMENT

A. The ALJPO Exceeds the Jurisdiction of the Commission in this Proceeding.

ComEd's Complaint asked the Commission to determine that "under the PUA and ComEd's tariffs, ComEd is not required to provide retail utility services to GBC at premises where it is not the end-user." ComEd Complaint, para 33. The ALJPO wastes no time in explicitly deviating from that issue. The first sentence of the Commission Analysis and Conclusion on GBC's motion for summary judgment sates:

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[22] Attachment 2 to GBC Response to Commonwealth Edison Company Motion for Summary Judgment, ComEd Response to DR 1.03.
[23] Bell Dep. Tr. 50.
[24] Bell Dep. Tr. 150 -153.
[25] Bell Dep. Tr. 42.

> At the outset, the issue presented by ComEd is not whether a person who establishes and maintains an account with ComEd must also be the retail customer. **Rather, it is, what options are available to a utility when an entity or person pretends to be the retail customer by providing false information about the person(s) who will be receiving service from that utility?**

ALJPO, p. 5 (emphasis added).

By rejecting ComEd's identification of the issue in its complaint, the ALJPO exceeds the Commission's authority. "The Commerce Commission cannot enter a valid order that is broader than the written complaint filed in the case." *The Alton and Southern Railroad et al. vs Illinois Commerce Commission ex rel. The Perry Coal Company et al*., 316 Ill. 625 (IL Supreme Court, 1925), citing *Public Utilities Com. v. City of Dixon, 292 Ill. 521*; *Oregon Railroad and Navigation Co. v. Fairchild, 224 U.S. 510*. Here, ComEd raised the simple issue of whether a customer must also be a user. The ALJPO injects the issue of the nature of communications between GBC and ComEd as a key element in whether ComEd is entitled to its requested relief.

B. The ALJPO Is Based on Adjudicating Contested Findings of Facts.

The standard for granting a summary judgment motion is clear: summary judgment should be denied if a genuine issue of material fact exists. *Fidelity Nat'l Title Ins. Co. v. Westhaven Properties*, 386 Ill. App. 3d 201, 212 (1st Dist. 2007). As shown in sections C, D and E of this brief, the ALJPO is based on findings of fact that are not only contested, but flat out wrong. In addition to the discussion in these three sections of this brief, it is important to note that the Commission Staff believes that GBC's contention that ComEd treated GBC as the customer responsible for payment of bills when it transferred balances between GBC accounts **after** it filed the complaint initiating this proceeding, is a material contested fact that precludes granting ComEd's motion.[26]

[26] *Staff of the Illinois Commerce Commission Response to Commonwealth Edison Company's Motion for Summary Judgment*, para. 7.

C. GBC Never Provided False Information to ComEd.

It must be emphatically stated that the premise underlying this new issue identified by the ALJPO is simply incorrect. GBC never provided false information to ComEd about the persons who would be using service. GBC's Answer, responses to data requests and the deposition of Ms. Bell all consistently demonstrate that GBC would ask ComEd to establish residential service at an address and provide ComEd with its name and the fact that it has had previous service with ComEd. With that information, ComEd was able to determine that GBC had other residential accounts and was able to evaluate GBC's payment history on all of its accounts. It is clear that ComEd does not ask an applicant if they will be residing in the premises.[27] Like every other applicant for ComEd service, including persons establishing service for their parents, children, employees, spouses, friends etc., GBC was under no obligation to volunteer the identity of the user of the service. Thus, it never "pretended" anything and never provided ComEd with "false information" as alleged by the ALJPO.

The ALJPO finding that ComEd was deceived by GBC's failure to volunteer information about the identity of the user of its accounts (ALJPO p. 6) should be stricken from the order for two reasons. First, ComEd has not filed any testimony or documents supporting its Motion to Dismiss that show that it felt deceived. Because there is no evidence that ComEd was deceived, the ALJPO makes up that allegation from thin air. Second, this order is a ruling on summary judgment motions. Summary judgment is appropriate only where the pleadings on file, as well as any evidence, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law. 735 ILCS 5/2-1005; *Standard Mutual Ins. Co. v. Lay*, 2013 IL 114616, ¶15, 989 N.E.2d 591. The ALJPO, however, assumes as true a contested fact. GBC

[27] Bell Dep. Tr. 15, 17.

strongly contests any notion that ComEd was deceived into establishing its accounts under the UAP and it has the right to present evidence contrary to the finding in the ALJPO. Third, this finding is contrary to the little evidence that **is** in the record. When ComEd's customer service representatives received a request from GBC to open an account, they would be see that GBC was also the account holder for as many as 60 residential accounts.[28] Yet there is no evidence that any ComEd customer service representative inquired how is it that a church is the user of service in 60 different **residential** locations. Further, the UAP participants paid for their service by making out money orders to ComEd, which GBC then forwarded to the company.[29] Thus, ComEd even had money orders from the actual users of service. ComEd's claim that it was deceived as it pocketed payments from the UAP is as credible and cynical as *Casablanca's* Captain Renault's "I'm shocked, shocked to find that gambling is going on in here!" just before a croupier hands Renault his winnings from his own gambling.

ComEd knows that the applicant for residential service often does not actually reside in the premises because it wishes to be financially responsible for service for another. Just as ComEd customer service representatives do not inquire into those arrangements, they did not inquire into the arrangement between GBC and the UAP participants even though it was obvious to those customer service representatives that GBC could not be a residential customer in 60 separate locations.

It was contrary to the law for the ALJPO to expand the complaint into an inquiry into whether GBC deceived ComEd. It was contrary to the evidence to find that it did so. For years, GBC openly operated the UAP in ComEd, Nicor and Peoples Gas Light and Coke Company territory, providing the details of that program on its publicly available web site and giving its

[28] Bell Dep. pp. 41, 50, 131.
[29] Bell Dep. pp. 47, 126-27.

name for all new accounts. It believed in good faith that the program is consistent with the Commission's rules, which recognize that the customer responsible for paying on a utility account is not necessarily the user of service from that account.

D. GBC Is Liable For Payment On All of the UAP Accounts.

The ALJPO completely misstates GBC's liability for the UAP accounts when it states that GBC 'is not really assuming liability for that account . . . It is also possibly deceiving the program participant as to who or what is actually responsible for that account." ALJPO p. 6.

This statement is simply incorrect. As the entity that applies for service and agrees to pay for it, GBC assumes liability for each account. While UAP participants provide GBC with money orders to pay their bills, in the cases where a UAP participant fails to pay for their usage, GBC pays for it.[30] ComEd was therefore not deceived - it received current usage payments and if a payment was not made, GBC was legally responsible for it. UAP participants were not deceived - they were provided extensive documentation about their responsibility and that of GBC under the program.

Similarly, the ALJPO states:

> Additionally, by using its F.E.I.N. number and representing that Grace Bible is the "customer," Grace Bible is depriving the utility of the opportunity to assess the creditworthiness of the person who is actually taking service.

Id.

There is no need, however, for ComEd to assess the creditworthiness of the person actually taking service when it has before it an applicant that provides sufficient information showing **its** creditworthiness. Here GBC is responsible for ensuring that bills for all UAP applicants are paid and ComEd could assure itself that GBC had not failed in the past for any of its accounts. ComEd

[30] Bell Dep. pp. 65, 86, 211-12.

has no more need to assess the creditworthiness of the UAP participants than it has to assess the creditworthiness of the persons residing at premises where the ComEd account is in the name of their parents, children or spouses - who are legally responsible for payments and who have passed ComEd's creditworthiness test.

E. Policy Objections to the UAP All Apply Equally to Any Situation Where the Actual User is Unknown to ComEd.

The ALJPO discusses several hypothetical situations where the structure of the UAP provides less protection than if customers are both the user and bill payer. These include the possibility that GBC fails to forward a customer's payment to ComEd, the customer wishes to challenge a bill calculation, or ComEd needs to telephone the customer in order to read a meter or for safety reasons. ALJPO at 7. Offsetting these concerns, however, is the fact that persons can only apply for the UAP if they have no power and have exhausted all possible alternatives for assistance. Thus, UAP participants have the choice between no electric service and service under the UAP with these minor inconveniences. Consumer protections are meaningless when there is no electric service. It is also important to note that each of these concerns applies to every other situation where a parent, child, spouse or employer are listed as the account holder for someone who actually uses electricity. GBC cannot be singled out as denying customers their rights unless the Commission demands that ComEd begin challenging every applicant for service to prove that they will be the actual user of service.

F. The Commission's New Rules Preclude the Continuance of the UAP.

The revision to Part 280 to the Commission's rules made after the initiation of this proceeding obviates the need to distinguish the UAP from other situations in which a person or entity applies for service and is the account customer while another person resides in and uses the

electricity. § 280.210 *Payment Avoidance by Location* appears to be directly applicable to the UAP. Under that rule, ComEd need not provide service to an applicant in the event that "a former customer who was disconnected for non-payment at the same service location still resides at the service location." ComEd will be able to rely upon this rule to prohibit GBC from enrolling new customers in the UAP program as it is now structured. GBC raises this issue because it appears that one goal of the ALJPO is to justify finding against GBC while at the same time allowing persons to apply for service and be the account holder for their parents, children, spouses, friends, employees etc. as long as those users were not disconnected for nonpayment at the same location. Thus, GBC agrees that regardless of whether the Commission rules in its favor or ComEd's, §280.210 prohibits it from enrolling disconnected ComEd customers still residing in the same premises where they accrued unpaid ComEd bills.

If one purpose of the repeated accusation of deception was to distinguish the UAP from these situations, then the new rule and the above GBC concession obviates the need to make that distinction. As noted at the beginning of this brief, the Commission should address the simple legal issue raised in ComEd's complaint without needlessly interposing itself in the Circuit Court proceeding with findings that are not necessary, that are not based on uncontested facts as required in a motion for summary judgment and are beyond the relief sought by ComEd in its First Amended Complaint.

GBC also acknowledges that the Commission may decide that in under this set of facts, the UAP is not consistent with the Public Utilities Act and ComEd's tariffs. Therefore, GBC is providing alternative language that allows the Commission to make a legal finding to that effect without becoming a witness in GBC's Circuit Court case against ComEd.

CONCLUSION

For the reasons stated above, the Commission should modify the ALJPO as set forth in the attached Exceptions.

Dated: February 26, 2016

Respectfully submitted,
Grace Bible Center

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ATTORNEY FOR GRACE BIBLE CENTER

GRACE BIBLE CENTER EXCEPTIONS TO THE ADMINISTRATIVE LAW JUDGE'S PROPOSED ORDER

Alternative 1 (in favor of GBC)

Delete everything beginning with the "Commission Analysis and Conclusion" beginning on page 5 up to the Findings and Ordering Paragraphs on page 12 and replace it with the following and make the following changes to the Findings and Ordering Paragraphs:

Commission Analysis and Conclusion

GBC's Motion for Summary Judgment is granted and ComEd's Motion for Summary Judgment is denied because the UAP is allowed by the Commission's rules. Section 280.40 of the Commission's rules, which were in effect at the time ComEd filed its complaint, allow for "Applicants" and "Customers" to be different from "Users" of service. Those terms are used in the Commission rules for distinct purposes that depend upon whether a person is responsible for paying a bill or residing in the premises and using the utility service. While ComEd believes that the definition of customer in the Public Utilities Act and its tariffs mandate that a user be the customer, the definitions in the Act and tariff are more vague than the clear distinction drawn in the Commission's rules. On a going forward basis, however, the parties must comply with the current rules of the Commission. It appears that § 280.210 *Payment Avoidance by Location* precludes GBC from continuing the UAP in its current form. While existing UAP participants may continue to receive service under the program, GBC must abide by § 280.210 in the future for new participants in its program.

Because the Commission is entering this order based on its interpretation of the law and there is no dispute over the essential facts in this case, it need not address any other issue raised by either party in their motions or briefs.

VI. FINDINGS AND ORDERING PARAGRAPHS

The Commission, having considered the entire record and being fully advised in the premises, is of the opinion and finds that:

(1) the Commission has jurisdiction over the parties and subject-matter jurisdiction;

(2) the recitals of fact set forth in the prefatory portion of this Order are supported by the record and are hereby adopted as findings of fact;

(3) for the reasons stated herein, Grace Bible Center's Motion for Summary Judgment is granted ~~denied~~ ;

(4) for the reasons stated herein, Commonwealth Edison Company's Motion for Summary Judgment is denied ~~granted~~; and

(5) the decision here has no application to other factually dissimilar situations where the user of utility service is not the person or entity that pays the utility bills.

IT IS THEREFORE ORDERED by the Illinois Commerce Commission that, as a matter of law, for the reasons stated herein, Grace Bible Center's Motion for Summary Judgment is granted in its entirety ~~denied, in totality~~ and Commonwealth Edison Company's Motion for Summary Judgment is denied in totality ~~granted, in its entirety~~.

IT IS FURTHER ORDERED that, subject to Section 10-113 of the Public Utilities Act and 83 Ill. Adm. Code 200.880, this Order is final; it is not subject to the Administrative Review Law.

Alternative 2 (in favor of ComEd)

Delete everything beginning with the "Commission Analysis and Conclusion" beginning on page 5 up to the Findings and Ordering Paragraphs on page 12 and replace it with the following. The Findings and Ordering Paragraphs would remain the same as in the ALJPO:

Commission Analysis and Conclusion

GBC's Motion for Summary Judgment is denied and ComEd's Motion for Summary Judgment is granted because the UAP is not allowed under ComEd's tariffs and the Public Utilities Act. The Act, defines a customer as "a single entity using electric power or energy at a single premises." 220 ILCS 5/16-102. ComEd's tariffs adopt that definition. While GBC appears to have established the UAP in good faith based upon the definitions of "applicant", "customer" and "user"

in the Illinois Administrative Code, the fact is that GBC is not using energy at the premises for which it establishes accounts. Therefore, it cannot be a customer under ComEd's tariffs.

In its First Amended Complaint, ComEd requested that the Commission:

a. Find and conclude that GBC is not an authorized retail customer of ComEd at those premises where it is not the end-user of the electricity supplied or delivered;
b. Find and conclude that, under the PUA and ComEd's tariffs, ComEd is not required to provide retail utility services to GBC at premises where GBC is not the retail end-use customer; and

The Commission hereby grants ComEd's request. Because the Commission is entering this order based on its interpretation of the law and there is no dispute over the essential facts in this case, it need not address any other issue raised by either party in their motions or briefs.

The Commission directs ComEd and GBC to work together to transition existing UAP participants to become account holders and customers solely responsible for payment of their accounts.

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of Grace Bible Center's Brief on Exceptions has been served upon the parties reported by the Clerk of the Commission as being on the service list of this docket, on the 26th day of February, 2016, by electronic mail.

/s/_*Stephen J. Moore*_____

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