

BEFORE THE PENNSYLVANIA
PUBLIC UTILITIES COMMISSION

EVAN ACRES FARMCO, LTD. :
Complainant, :
 : Docket No. C-2009-2084030
vs. :
 :
PENNSYLVANIA ELECTRIC COMPANY, :
Respondent. :

**MOTION TO COMPEL PENELEC TO ANSWER OR OTHERWISE RESPOND
TO INTERROGATORIES AND TO PRODUCE DOCUMENTS AND
MOTION FOR THE AWARD OF ATTORNEY'S FEES**

Complainant, Evan Acres Farmco, Ltd. ("Farmco") hereby moves that an order be issued (i) compelling Penelec to answer or otherwise respond to the interrogatories and to furnish documents as requested by Farmco on March 2, 2009, and (ii) awarding Farmco \$750.00 for its attorney's fees in connection with their preparing and filing this Motion and Brief.

BRIEF IN SUPPORT OF MOTION

CASE HISTORY

This case involves Farmco's request to have the electric account at 5019 Hannon Road, Erie, Pennsylvania, 16510, for the house and barn (measured by meter #G59986033, known in these proceedings as meter #1) listed in the name of John and Jennifer Keene instead of Farmco. The Keenes were tenants of Farmco from May 1, 2003 until September 25, 2008 and were required under their lease to pay the electric bill for the house and the barn, but not for the apartment. Notwithstanding repeated requests by Farmco and an affidavit signed by the Keene's

requesting that the service be placed in their names¹, Penelec steadfastly refuses to place the account in the Keene's name.

After the pleadings had been filed, Farmco moved to add the Keene's as an indispensable party in accordance with the PUC decision in *Susan Afshari v. PPL Electric Utilities Corporation, et al*, Case No C-200555547 (April 9, 2008). This motion was granted on March 17, 2009. Since that time, Penelec apparently filed a motion for judgment on the pleadings, electronically, on or about March 20, 2009, which motion was only received by Farmco's counsel on April 1, 2009. Farmco's counsel called Penelec's counsel that date to discuss the pending discovery dispute, found out about the motion for judgment on the pleadings and was unable to resolve the discovery dispute.

DISCOVERY PROCEEDINGS

Farmco's motion for discovery on March 2, 2009, consisted of eleven (11) interrogatories and requests for production of documents, ten (10) of which were tailored specifically to the pleadings and one (1) of which was general, No. 11. Penelec responded, on March 16, 2009, with two (2) general and three (3) virtually identical specific objections. Penelec did not answer the interrogatories or produce any documents or other information.

As mentioned above, on March 17, 2009, John H. Corbett, Jr., Administrative Law Judge, overruled Penelec's objection to Farmco's motion to join and John Jennifer Keene as parties to this proceeding and ordered that they be joined.

Penelec's first general objection to discovery is based on the same grounds as was Penelec's objection to joinder, which has been declared to be "a strained interpretation" of the

¹ The affidavit is properly pleaded in Paragraph 17 of the Reply to New Matter filed in this case. It is also appended hereto.

PUC's opinion and order in *Susan F. Afshari v. PPL Electric Utilities Corporation, et al.* Docket No. C-20055547 (Order entered April 9, 2008). Farmco's counsel waited for more than ten (10) days for Penelec to reconsider its position and to withdraw its objection on this ground with respect to discovery. Farmco's counsel telephoned Penelec's counsel on April 1, 2009 to discuss Farmco's motion for discovery to no avail.

PENELEC'S GENERAL OBJECTIONS

I. Penelec was not interjected into this dispute by Farmco, but rather Penelec caused it by refusing to remove Farmco's name from the electrical account for Meter #1.

At page 2 of its Brief (first main paragraph) in opposition to the joinder motion, Penelec stated: "... Penelec is entitled to collect the full unpaid balance due on the account from Complainant, and to the extent that Complainant seeks to attribute a portion of the unpaid balance to his [sic] tenant(s), Penelec should not be interjected in that dispute. Accordingly, Penelec will be filing a motion to dismiss the Complaint in its entirety in the coming days."

At page 2 (top paragraph) of its objection to discovery, Penelec quotes the *Afshari* case as follows: "PPL is correct that foreign load is a landlord/tenant matter and that the utilities should not be interjected into those disputes."

Just as Penelec's "strained interpretation of *Afshari*" was not a bar to joinder, it is also not a bar to discovery for the following reasons:

First, there is no "foreign load" dispute between the Keene's and Farmco; the Keene's have acknowledged, by means of an affidavit filed with Penelec, that the obligation to pay the electric bill is theirs; this dispute is between Farmco and Penelec because Penelec refuses to take Farmco's name off of the account; Penelec acts are without authority of law, and it is trying to impose upon and collect from the Farmco that which is owed by the Keene's to Penelec for the electricity that the Keene's used.

Second, there is no basis for Penelec to assert, after the *Afshari* decision, that the electricity used by a single light bulb constitutes a foreign load of such a magnitude that it offset 100% the Keene's obligation to pay their

electric bill under the lease which they had with Farmco. Such a load is *de minimus* and Penelec well knows it.

Third, any electricity used at the barn and measured by Meter #1 is not a foreign load:

- (a) The Keene's controlled the use of electricity at the barn and hence it is not foreign, and, in any event,
- (b) A barn load is not covered by 66 PA C.S.A. §§1529.1(a), (b) and (c), which only deals with residential buildings and mobile home parks, not barns.

II. Penelec's other boilerplate general objections are without merit because the discovery sought here is particular and deals directly with the pleadings which are specific.

Penelec asserts broad boilerplate general objections ranging from "unduly burdensome," "overly broad," "not calculated to lead to discovery of admissible evidence," "attorney-client privilege," "work product," etc., the "mediation confidentiality" privilege, and "information beyond the geographic areas relevant to the issues in this action."

Penelec should admit, not contest, that the precise geographic action of this action is limited to and located at 5019 Hannon Road, Erie, Pennsylvania; it involves a house, a barn and an apartment and two electric meters: one for the house and barn and the other for the apartment, and that none of the information sought pertains to any other property. Penelec should admit that there has been no mediation and admit that the discovery has not asked for "work product" or items protected by the attorney-client privilege. In short, none of the items sought in discovery impinge upon "confidential commercial, proprietary and/or trade secret information." The fact that Penelec sold electricity to Farmco's tenants is no trade secret. Penelec, after all, has a monopoly. None of the information sought should be kept confidential and hence, Penelec is not entitled to a protective order.

PENELEC'S SPECIFIC OBJECTIONS

Penelec's specific objections fall into two categories: (i) unduly burdensome, outside the scope of issues in dispute, not calculated toward discovery of admissible evidence, or involve personal information about Penelec's customers (other than Complainant) and/or proprietary information; or (ii) a repeat of the General Objections.

III. Penelec's Specific Objections are Without Merit.

Requests Nos. 1, 2 and 3 are time limited, no further back than January 1, 2000 (that is approximately 2-1/2 years before the Keenes became tenants) and Request No. 3 is even shorter (it is after the Keenes became tenants in May 1, 2003).

All of these requests involve two meters at 5019 Hannon Road and seek information as to who and when was on Penelec's records as being responsible for the electric bills. None of them seek information about whether the tenant paid their bills, except for the Keenes, which we already know – in the main – they did not. The purpose of this interrogatory is to establish the facts as to who was actually on the records of Penelec as being responsible for the electric bill so that this information can be matched up against Farmco's tenant list. The purpose of these interrogatories is to establish that Farmco's house, barn and apartment tenants had been previously accepted by Penelec as electric customers over a period of years, whereas the Keene's were not. There is no right of privacy which Penelec can assert for its customers²; there is no proprietary right to the information because Penelec is a monopoly and it alone can provide the service; there is no competitor waiting to grab the customer list. Farmco also needs information

² These particular customers would also have been tenants of Farmco, thus their identities are known. It is simply a matter of establishing the fact of their having been billed by Penelec.

with respect to the apartment tenants so that it can calculate the cost burden of the one light bulb when the apartment was occupied by persons other than the Keenes.

Request No. 3 involves the Keenes and since they have been named as parties in this case, the “personal information” and “proprietary” objections no longer apply.

The general objections made with respect to Interrogatories Nos. 4 through 9 are invalid because these interrogatories are very specific, not general:

Request No. 4 – Farmco requests to have produced any information pertaining to Farmco’s requests from January 1, 2000 to present to have an account opened in its name with respect to Meters Nos. 1 or 2 or to have either of those accounts opened in the name of another person or entity.

Request No. 5 – Farmco seeks the documents held by Penelec pertaining to any of Farmco’s objections from January 1, 2000 to present to having an account maintained in its name with respect to Meters Nos. 1 or 2 (the only exception to the request being those documents filed as pleadings or orders in this proceeding).

Request No. 6 – Farmco seeks the documents in Penelec’s possession pertaining to efforts by Farmco from May 1, 2003 to present to obtain information with respect to charities that could furnish funds to the Keenes so that they could pay the electric bills from Penelec for which they were responsible.

Request No. 7 – Farmco seeks documents pertaining to the proceeding known as BCS No. 2044507, which is identified by Penelec in its New Matter at paragraphs 16 and 17.

Request No. 8 – Farmco seeks documents pertaining or relating to Penelec’s allegations in paragraph 17 that in 2007 John and Jennifer Keene did not have sole possession and usage of the barn served by Meter No. 1.

Request No. 9 – Farmco seeks documents from Penelec pertaining to Penelec’s allegation in paragraph 24 of the Answer that Farmco was in possession of and using the barn at any time while the Keenes were in possession of the farmhouse from May 1, 2003 until September 25, 2008.

None of the specific requests are rendered inappropriate by Penelec’s broad objections; the objections should be overruled.

IV. Penelec’s objection to Request No. 10, which asks for an accounting of the amounts claimed by Penelec against Farmco is ill-founded.

Penelec specifically objects to responding to a request for an accounting because: (i) it is unduly burdensome, (ii) outside the scope of the issues; (iii) not calculated to lead to discovery admissible as evidence; (iv) it requests personal information about Penelec’s customers other than Farmco which is proprietary information; and (v) vagueness in that Penelec asserts that it is not claiming any recovery against Farmco in this proceeding.

TO THE CONTRARY:

Penelec alleges in its New Matter in paragraph 26: “Penelec is entitled to collect the full unpaid balance owed on the Meter 1 account from Complainant.” Penelec repeats its claim against Farmco in its “Objections to Interrogatories and Requests for Production of Documents,” stating: “. . . Complainant is solely responsible for the unpaid balance on the account served by Meter 1, Penelec is entitled to collect the full unpaid balance due on the Meter 1 account from Complainant. . . .”

Nothing vague here about what Penelec is trying to do: it seeks to impose on Farmco an electric bill run up by the Keene's, which includes piles of late fees and, penalties, which are at least a third more than what was charged for the electricity itself. This completely rewrites the lease between Farmco and the Keenes and is being done, notwithstanding the Keene's acknowledgement, under oath, that they are responsible for this bill.

Farmco further asks, "What is the personal information which Farmco is seeking about Penelec's customers (other than Complainant) and/or proprietary information which underlies Penelec's objection?" If it is an accounting for which Penelec claims against someone else, and not Farmco, and if Penelec takes the account out of Farmco's name, the problem is resolved and this case is over. In the meanwhile, Penelec should render the accounting as Farmco has requested.

V. Penelec's objection to Request 11 are without merit and should be overruled.

Penelec objects to Request 11 claiming that obtaining these reports of inspection, notes and other records of phone discussions with any parties to this action and/or the attorneys, agents or representatives is unduly burdensome, outside the scope of the issues in dispute in this proceeding, and as such is not calculated to lead to admissible discovery. Penelec objects further saying that it requests personal information about Penelec customers other than Farmco and/or "proprietary information."

Request 11 is limited to Farmco and parties to the litigation, which now include the Keenes. Hence, it is not unduly burdensome; it is not outside the scope of the issues; it is specifically calculated to the lead to discovery of admissible evidence. If Penelec had told the Keenes that they could never be customers of Penelec without posting a bond and Penelec knew that the Keenes could never post a bond and Penelec nonetheless continued to furnish electricity

to the Keenes while they were in the house and running the barn and allowed this to continue for 3 or 4 years, notwithstanding the protest of Farmco, then Penelec, by its conduct, silence and delay, is estopped to assert any claim against Farmco. Penelec's objection should be overruled.

CONCLUSION

This review of Penelec's objections shows that Penelec is using broad, mostly inapplicable, broad boilerplate objections which are without merit; Penelec failed to withdraw its objections after the ruling of March 17, 2009 and is abusing the discovery process not only to keep Farmco from learning the facts but also to increase the cost of these proceedings beyond Farmco's capability to maintain them, all to prevent Farmco from obtaining full effective relief from Penelec's unjust and unlawful acts.

ATTORNEY'S FEES

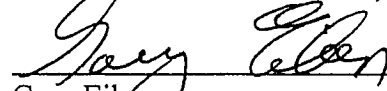
Farmco respectfully requests that Penelec be ordered to pay Farmco's attorney's fees for having to seek this order for discovery in order that Farmco may obtain the full and effective relief which it seeks, *i.e.* to be relieved of liability on the account for Meter 1, without incurring unnecessary attorneys fees.

To defend against small claims is very difficult because no one can afford to do it, particularly when the claims are maintained by a protagonist with virtually unlimited resources. Penelec is inflicting a thousand wounds every step of the way so as to deny Farmco the relief it seeks. Penelec has filed so far: (1) a brief in opposition to the joinder, (2) a brief and objections to discovery, and (3) a motion for judgment on the pleadings. This is all unnecessary. As a responsible public utility, Penelec should acknowledge that it acted without authority of law and place the account where it belongs in the name of the Keenes.

Accordingly, Farmco hereby requests, in addition to an order compelling Penelec to answer the interrogatories and produce documents, that it be awarded \$750 in attorney fees to be paid by check payable to Farmco and delivered to Farmco's counsel within ten (10) days.

Respectfully submitted,

THE McDONALD GROUP, L.L.P.



Gary Eiben

Pa. I.D. No. 26375

456 West Sixth Street

P.O. Box 1757

Erie, PA 16507-0757

Phone: (814) 456-5318

Email: geiben@tmgattys.com

ATTACHMENTS:
Keene Affidavit
Discovery Requests

BEFORE THE PENNSYLVANIA
PUBLIC UTILITIES COMMISSION

EVAN ACRES FARMCO, LTD. :
Complainant, :
 : Docket No. C-2009-2084030
vs. :
 :
PENNSYLVANIA ELECTRIC COMPANY, :
Respondent. :

CERTIFICATE OF SERVICE

I hereby certify that the foregoing motion was duly served this 2nd day of April, 2009 to

the following in the manner indicated:

By electronic filing and first class mail:

Michael A. Gruin, Esq.
Stevens & Lee
17 North Second Street, 16th Floor
Harrisburg, PA 17101
mag@stevenslee.com


John H. Corbett, Jr.
Administrative Law Judge
Pennsylvania Public Utilities Commission
1103 Pittsburgh State Office Building
300 Liberty Avenue
Pittsburgh, PA 15222
johncorbett@state.pa.us

By first class mail:

John and Jennifer Keene
1029 East Third Street
Erie, PA 16507

Respectfully submitted,

THE McDONALD GROUP, L.L.P.



Gary Eiben
Pa. I.D. No. 26375
456 West Sixth Street
P.O. Box 1757
Erie, PA 16507-0757
Phone: (814) 456-5318
Email: geiben@tmgattys.com

JOHN AND JENNIFER KEENE
5019 Hannon Road
Erie, PA 16510

August 24, 2007

VIA FACSIMILE

Penelec
2800 Pottsville Pike
P.O. Box 16001
Reading, PA 19612-6001

Attention: Heather

RE: Account No. 10-00-53-5486-3-0
Meter No. G59986033
5019 Hannon Road
Erie, PA 16510

Dear Sirs:

This letter is to acknowledge that since June 1, 2005, we have been in sole use and control of all house and barn electrical lights and electrical fence (but NOT the upstairs apartment which is separately metered) at 5019 Hannon Road, Erie, Pennsylvania. WE hereby request that the above account with a current balance of \$3,774.58 be changed and registered in our names instead of the name of Evan Acres Farmco, Ltd.

The lease which we signed is also enclosed, ~~together with our letter agreement.~~

We want the current balance of this account to be payable over time (60 months) and, after the account is placed in our name, will pay the current charges ourselves.

Thank you for your consideration.

Very truly yours,

John Keene
John Keene

Jennifer Keene
Jennifer Keene

SUBSCRIBE AND SIGN TO
before me, a Notary Public
This 1st day of Sept 2007

Jamie L. Gromley

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Jamie L. Gromley, Notary Public
City of Erie, Erie County
My Commission Expires Sept. 5, 2007
Member, Pennsylvania Association of Notaries

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

EVAN ACRES FARMCO, LTD.
Complainant,

v.

PENNSYLVANIA ELECTRIC COMPANY
Respondent.

Docket No. C-2009-2084030

**OBJECTIONS OF PENNSYLVANIA ELECTRIC COMPANY TO
INTERROGATORIES AND REQUESTS FOR PRODUCTION OF DOCUMENTS OF
EVAN ACRES FARMCO, LTD.**

SET I

Pursuant to 52 Pa. Code 5.349, 5.39 and 5.361, Pennsylvania Electric Company ("Penelec") Objects to the Interrogatories and Requests for Production of Documents- Set I propounded by Evan Acres Farmco, Ltd. ("Evan Acres" or "Complainant") in this matter.

General Objections

Penelec objects to the Complainant's discovery requests on the grounds that Complainant is improperly attempting to interject Penelec in a dispute between a landlord and a tenant. To the extent that the Complainant seeks to attribute past usage on its account to one or more of its tenants, Penelec notes that the Commission has previously ruled that apportionment of past billings in foreign load situations is a landlord/tenant issue that need not involve the utility. According to the Commission's decision in *Santos v. Metropolitan Edison Co.*, Docket No. C-00967757 (Ordered entered August 7, 1997), unpaid bills in foreign load situations must be collected only from the landlord; and in this case, the owner has been the ratepayer since April 10, 2003. The Commission in *Santos* made it clear that "the utility...is not the arbiter of such

[billing] disputes between a landlord and tenant. Furthermore, in *Afshari v. PPL Electric Utilities Corp. and Kim and Mike Fanazier*, Docket No. C-20055547 (Order and Opinion entered April 9, 2008) the Commission stated that “PPL is correct that foreign load is a landlord/tenant matter and that the utility should not be interjected into those disputes. We thank PPL for quantifying the foreign load amount in this case and **will not require it to do so in future cases.**” (Emphasis added).¹ In accordance with the authority set forth above, Complainant is solely responsible for the unpaid balance on the account served by Meter 1, Penelec is entitled to collect the full unpaid balance due on the Meter 1 account from Complainant, and to the extent that Complainant seeks to attribute a portion of the unpaid balance to his tenant(s), Penelec should not be interjected in that dispute.

Penelec further generally objects to Complainant’s Discovery Requests as being vague, unduly burdensome, overly broad for the scope of the dispute, not calculated to lead to the discovery of admissible evidence, and calling for information subject to attorney client privilege, protection as attorney work product, or other similar protection. Penelec objects to the Requests to the extent they seek identification and/or production of documents or information that is not within Penelec’s possession, custody, or control. Penelec objects to the Requests to the extent they call for the production of information or documents neither relevant to the claims or defenses in this litigation nor reasonably calculated to lead to the discovery of material and admissible evidence. Penelec objects to each and every Instruction, Definition and Request to the extent that it exceeds the permissible scope of discovery as defined by the Commission’s regulations. Penelec objects to each document request and interrogatory to the extent they seek

¹ In contrast to the *Afshari* case, where the issue was the transfer of an account balance to a landlord when such balance was incurred while the account was in the name of a tenant, in the present case, the Meter 1 account was in the name of the Complainant during the entire time the balance was incurred.

confidential commercial, proprietary and/or trade secret information. Such non-privileged, relevant information will be provided subject to, and only after, an appropriate protective order is entered in this action. Penelec objects to the document requests and interrogatories to the extent they seek information protected by any applicable privilege or immunity, including, but not limited to, the attorney-client privilege, work product doctrine, or the mediation confidentiality privilege. Penelec objects to each and every document request or interrogatory to the extent they seek information beyond the time period relevant to the issues in this action, and/or to the extent that they seek information beyond the geographic areas relevant to the issues in this action.

Specific Objections

1. Please state the names and mailing addresses of the persons and entities (if any), who opened and maintained accounts, or who had accounts maintained in their names, with Penelec with respect to Meter No. 59986033 or G 59986033 (Meter # 1) at the farmhouse located at 5019 Hannon Road, Erie, Pennsylvania 16510, and the time periods by dates during which such accounts were so maintained from Jan. 1, 2000 to the present.

Objection:

Penelec objects to the Request on the grounds that it is unduly burdensome and outside the scope of issues in dispute in this proceeding, and such is not calculated to lead to the discovery of admissible evidence. Penelec further objects to the Interrogatory to the extent that it requests personal information about Penelec customers other than the Complainant and/or proprietary information.

2. Please state the names and mailing addresses of the persons and entities (if any) who opened and maintained accounts, or who had accounts maintained in their names, with Penelec with respect to Meter # 89619309 (Meter # 2) at the farmhouse apartment located at 5019 Hannon Road, Erie, Pennsylvania 16510 and the time periods by dates during which such accounts were so maintained from Jan. 1, 2000 to the present.

Objection:

Penelec objects to the Request on the grounds that it is unduly burdensome and outside the scope of issues in dispute in this proceeding, and such is not calculated to lead to the discovery of admissible evidence. Penelec further objects to the Interrogatory to the extent that it requests personal information about Penelec customers other than the Complainant and/or proprietary information.

3. Please produce any and all documents or other records submitted by, or mentioning, referring or pertaining to, John and Jennifer Keene and which relates to their obtaining or having obtained electrical service with respect to Meters # 1 or 2 or to their having not paid for electrical service with respect to Meters #1 or 2 or otherwise related to the facts involved in this proceeding.

Objection:

Penelec objects to the Request on the grounds that it is unduly burdensome and outside the scope of issues in dispute in this proceeding, and such is not calculated to lead to the discovery of admissible evidence. Penelec further objects to the Interrogatory to the extent that it requests personal information about Penelec customers other than the Complainant and/or proprietary information.

4. Please produce any and all documents or other records evidencing, referring, pertaining or related to any request by Farmco from January 1, 2000 to the present to have an account with Penelec opened in its name with respect to Meter's # 1 or 2, or to have that account opened in the name of another person or entity.

See General Objections, above

5. Please produce any and all documents or other records evidencing, referring, pertaining, or related to any objection by Farmco from January 1, 2000 to the present to having an account with Penelec maintained in its name with respect to Meters # 1 or # 2, excluding documents filed as pleadings or orders in this proceeding.

See General Objections, above

6. Please produce any and all documents or other records evidencing, referring, pertaining or related to efforts by Farmco from May 1, 2003 to the present to obtain information with respect to charities that could furnish funds to the Keene's so that they could pay the electrical bills from Penelec with respect to Meters # 1 and # 2.

See General Objections, above

7. Please produce any and all documents or other records evidencing, referring, pertaining or related to the informal complaint docketed as BCS # 2044507, including any evidence that Penelec had at that time that Meter # 1 was serving two or more residential units, the nature of the disposition of that complaint and the notice that was given to Farmco of that disposition.

See General Objections, above

8. Please produce any and all documents or other records evidencing, referring, pertaining, or related to the allegation in Paragraph 17 of the Answer and New Matter that in 2006 that John and Jennifer Keene did not have sole possession and usage of the barn served by Meter # 1.

See General Objections, above

9. Please produce any and all documents or other records evidencing, referring, pertaining or related to the allegation in Paragraph 24 of the Answer and New Matter that Farmco was in possession of and using the barn, in whole or in part, at anytime while the Keene's were in possession of the Farmhouse from May 1, 2003 until September 25, 2008.

See General Objections, above

10. Please produce any and all documents or other records which evidence the amount claimed by Penelec in these proceedings, breaking out separately for each billing period

- (i) the amounts charged for electricity;
- (ii) prior amounts unpaid;
- (iii) any payments which were made;
- (iv) any other credits provided;
- (iv) any amounts left unpaid;
- (v) the amounts charged for late fees;
- (vi) amounts levied as penalties;
- (vii) any other charges;
- (viii) the totals of such amounts for each such billing period and;
- (ix) the total of each of (i) through(vii) for the entire period during which

Penelec seeks a recovery.

Objection:

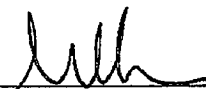
Penelec objects to the Request on the grounds that it is unduly burdensome and outside the scope of issues in dispute in this proceeding, and such is not calculated to lead to the discovery of admissible evidence. Penelec further objects to the Interrogatory to the extent that it requests personal information about Penelec customers other than the Complainant and/or proprietary information. Furthermore, Penelec objects to the request on the grounds that the request is vague, as Penelec is not claiming any recovery in this proceeding. This proceeding was initiated by Complainant, not Penelec.

11. Please produce all statements within the scope of PUC Regulation found at 52 Pa. Code §5.323(b), including but not limited to all reports of inspection and notes or other records of phone discussions with any and all parties to this action and/or their attorneys, agents and/or representatives.

Objection:

Penelec objects to the Request on the grounds that it is unduly burdensome and outside the scope of issues in dispute in this proceeding, and such is not calculated to lead to the discovery of admissible evidence. Penelec further objects to the Interrogatory to the extent that it requests personal information about Penelec customers other than the Complainant and/or proprietary information.

STEVENS & LEE



Michael A. Gruin (I.D. No. 78625)
17 North Second Street
16th Floor
Harrisburg, PA 17101
Telephone: 717-255-7365
Facsimile: 610-988-0852
mag@stevenslee.com

Dated: March 16, 2009

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

EVAN ACRES FARMCO, LTD. :
Complainant :
v. :
PENNSYLVANIA ELECTRIC COMPANY: :
Respondent :

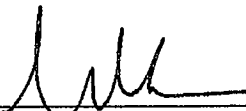
Docket No. C-2009-2084030

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the foregoing document upon the parties listed below, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a party).

VIA E-Mail and First Class U.S. Mail

Gary Eiben, Esquire
456 West Sixth Street
Erie, PA 16507
geiben@tmgattys.com



Michael A. Gruin

DATED: March 16, 2009