

Patrick R. Malone
412 562 1314
patrick.malone@bipc.com

www.buchananingersoll.com

October 29, 2012

RECEIVED

OCT 29 2012

VIA UPS

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Re: Lilette M. Griffin v. Metropolitan Edison Company
Docket No. C-2012-2317178

Dear Secretary Chiavetta:

On behalf of Metropolitan Edison Company, I have enclosed for filing the original and four (4) copies of the Motion for Summary Judgment of Metropolitan Edison Company to the Formal Complaint of Lilette M. Griffin in the above-captioned matter.

- Please send a time-stamped copy of the Motion for Summary Judgment in the enclosed self-addressed stamped envelope.
- Copies have been served on all parties as indicated in the attached certificate of service.

Very truly yours,


Patrick R. Malone

PM/et
Enclosure
cc: Certificate of Service

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

LILETTE M. GRIFFIN

v.

METROPOLITAN EDISON COMPANY

:
:
:
:
:

Docket No. C-2012-2317178

NOTICE TO PLEAD

RECEIVED

OCT 29 2012

TO: Lilette M. Griffin
102 Pom Pom Court
PO Box 1485
Milford, PA 18337

**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**

Pursuant to 52 Pa. Code § 5.62(b), you are hereby notified that, if you do not file a written response denying or correcting the enclosed Motion for Summary Judgment of Metropolitan Edison Company to the Formal Complaint of Lilette M. Griffin within **twenty (20) days** from service of this Notice, the facts set forth by Metropolitan Edison Company in the Motion for Summary Judgment may be deemed to be true, thereby requiring no other proof. All pleadings, such as a Reply to Motion, must be filed with the Secretary of the Pennsylvania Public Utility Commission, with a copy served to counsel for Metropolitan Edison Company, and where applicable, the Administrative Law Judge presiding over the case.

File with:

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
P.O. Box 3265
Harrisburg, PA 17105-3265

With a copy to:

Patrick R. Malone
Alan Michael Seltzer
Buchanan Ingersoll & Rooney, PC
One Oxford Centre
301 Grant Street, 16th Floor
Pittsburgh, PA 15219-1410

Dated: October 29, 2012



Patrick R. Malone, Esq.

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OCT 29 2012

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

LILETTE M. GRIFFIN :
 :
 v. : Docket No. C-2012-2317178
 :
 METROPOLITAN EDISON COMPANY :

MOTION FOR SUMMARY JUDGMENT

TO THE PENNSYLVANIA PUBLIC UTILITY COMMISSION:

Metropolitan Edison Company (“Met-Ed” or the “Company”) by and through its counsel, Patrick R. Malone, Alan Michael Seltzer, and Buchanan Ingersoll & Rooney PC, files this Motion for Summary Judgment, pursuant to Section 5.102(a) of the Pennsylvania Public Utility Commission’s (“Commission”) regulations, 52 Pa. Code § 5.102(a), and in connection therewith avers as follows:

I. Introduction

1. Through this Motion for Summary Judgment (“Motion”), Met-Ed seeks the dismissal of a Formal Complaint (“2012 Formal Complaint”) filed on July 13, 2012 by Lilette M. Griffin (“Complainant”), requesting an additional payment arrangement with Met-Ed for electrical service provided to the Complainant at 102 Pom Pom Court, Milford, Pennsylvania 18337 (“Service Location”), which has a mailing address of PO Box 1485, Milford, Pennsylvania 18337 under Account No. 100073349555 (“Account”). See 2012 Formal Complaint, ¶¶ 4.B and 5. As a matter of law, the 2012 Formal Complaint is barred because the Complainant has defaulted on previous payment agreements with the Company and has not alleged a change in household income. Section 1405(d) of the Pennsylvania Public Utility Code, 66 Pa.C.S. § 1405(d), (“Code”) prevents the Commission from establishing a second or

subsequent payment agreement with the Complainant as requested in the 2012 Formal Complaint.

2. Because the pleadings, as well as the attached Affidavit of Pamela T. Jordan, Business Analyst for Met-Ed's Pennsylvania Compliance Department ("Jordan Affidavit"),¹ demonstrate there is no genuine issue of fact and the Company properly followed the Code and the Commission's regulations, Met-Ed is entitled to relief as a matter of law. Accordingly, Met-Ed requests that this Motion be granted and the 2012 Formal Complaint be dismissed with prejudice.

II. Background

3. The Company is an electric distribution company providing retail electric service to customers within the Commonwealth of Pennsylvania. Jordan Affidavit, ¶5.

4. The Company currently provides residential electric service to the Complainant at the Service Location. Jordan Affidavit, ¶6.

5. The Complainant currently owes the Company \$10,149.07 for electric service it provided previously to the Complainant at the Service Location. Jordan Affidavit, ¶7.

6. To address the massive unpaid arrearage on the Account, since 2005, the Company has entered into ten separate payment agreements with the Complainant, each of which the Complainant has breached. Jordan Affidavit, ¶8.

7. The two most recent payment agreements between the Company and the Complainant were entered into in May 2011 and March 2012, respectively. Jordan Affidavit, ¶9.

8. In May 2011, the Company and the Complainant entered into a payment agreement after the Complainant filed a Formal Complaint in May 2010 at Docket No. C-2010-2175433. Under the May 2011 Payment Agreement, the Complainant agreed to pay \$342.00 per

¹ The Jordan Affidavit is attached hereto and expressly incorporated herein.

month plus an additional payment of \$154.00 per month towards her then-outstanding account balance. The Complainant breached the May 2011 Payment Agreement when she failed to make the first required payment on June 28, 2011. The Complainant's eventually made a partial payment of \$200.00 on July 15, 2011. The Complainant failed to make a single payment in accordance with the May 2011 Payment Agreement. Jordan Affidavit, ¶¶10-12.

9. On March 7, 2012, the Complainant and Company entered into another payment agreement wherein the Complainant agreed to pay her Budget Bill Amount plus \$755.00 every month. ("March 2012 Payment Agreement"). Complainant breached the March 2012 Payment Agreement by failing to make a single payment in accordance with the March 2012 Payment Agreement. Jordan Affidavit, ¶¶13-14.

10. The Complainant also had a prior Commission-established payment agreement for the Service Location dated July 27, 2004 at BCS Case No. 1730322. Jordan Affidavit, ¶15. Under the terms of the Commission-established payment agreement, the Complainant was required to pay her monthly budget billing amount plus \$25.00 toward her arrearages. Jordan Affidavit, ¶16, Ex. B to Jordan Aff. As part of the BCS investigation of Case No. 1730322, the Complainant reported that her total gross monthly household income was \$1,200.00. The Complainant last reported a gross monthly income of \$3,100.00 to the Company on June 4, 2012. The Complainant breached the Commission-established agreement by failing to make the required payments on the first bill issued after the agreement was reached. Jordan Affidavit, ¶¶17-19.

11. On July 13, 2012, the Complainant filed the 2012 Formal Complaint with the Commission. Jordan Affidavit, ¶ 20.

12. On August 22, 2012 Met-Ed filed an Answer and New Matter to the 2012 Formal Complaint. Jordan Affidavit, ¶21.

13. Pursuant to section 5.63 of the Pennsylvania Public Utility Code, the Complainant had twenty days from the filing date of the Company's Answer and New Matter to respond. The Complainant failed to respond to Met-Ed's New Matter by September 12, 2012. Jordan Affidavit, ¶22.

III. Argument

A. Summary Judgment Standard

14. The Commission's Rules of Administrative Practice and Procedure permit parties to file preliminary motions. 52 Pa. Code §§ 5.101-103. Specifically, the Commission's regulations at 52 Pa. Code § 5.102(a) permit any party to move for summary judgment after the pleadings are closed, but within such time as not to delay a hearing. A motion for summary judgment must be based on the pleadings, depositions, answers to interrogatories, admissions and supporting affidavits. 52 Pa. Code § 5.102(c). The presiding officer must grant a motion for summary judgment if the pleadings, depositions, answers to interrogatories, admissions and affidavits show that there is no genuine issue as to a material fact and that the moving party is entitled to judgment as a matter of law. 52 Pa. Code § 5.102(d)(1). The Commission's preliminary motion practice is analogous to Pennsylvania's civil practice regarding preliminary objections. *See Equitable Small Transportation Intervenors v. Equitable Gas Co.*, Docket No. C-00935435, 1994 Pa. PUC Lexis 69 (Order entered July 18, 1994).

B. The 2012 Formal Complaint Should be Dismissed to the Extent it Seeks Consecutive Payment Arrangements.

15. By law, a public utility is entitled to receive payment for the service it provides. *Scaccia v. West Penn Power Co.*, 55 Pa. PUC 637 (1982); *Kea v. Peoples Natural Gas Co.*, 60 PaPUC 215 (1985); *Mill v. Pa. Public Utility Commission*, 447 A.2d 1100 (Pa. Cmwlth. 1982).

16. Met-Ed has the right to bill and receive payment for the utility service actually supplied. 66 Pa.C.S. § 1303; *Neal v. Philadelphia Gas Works*, Docket NO. Z-00971874 (Order entered January 4, 2002).

17. The Complainant's payment history is poor and the balance associated with the Account is \$10,149.07. And, to the extent the Complainant has failed -- and continues to fail -- to pay for electricity provided by the Company and consumed at the Service Location, she is being subsidized by the thousands of other Company customers who dutifully and timely pay their bills for electric service provided by the Company. Unpaid bills are included in a utility's uncollectible expenses, which all of its remaining customers must pay. *Bolt v. Duquesne Light Co.*, Docket No. C-20030234 (Order entered March 17, 2004).

18. The Complainant is not entitled to an additional Commission-established payment arrangement, as she has previously defaulted on a BCS instituted payment arrangement and has not averred a change in income that would warrant a second or subsequent payment arrangement established by the Commission. Under section 1405(d) of the Public Utility Code ("Code") and Commission precedent, "the commission shall not establish or order a public utility to establish a second or subsequent payment agreement if a customer has defaulted on a previous payment agreement." 66 Pa.C.S. § 1405(d); *see also, Chapter 14 Implementation, Reconsideration of Implementation Order. M-00041802F0002* (Order Entered October 31, 2005).

19. The Code defines a "change in income" as a decrease in the household income of 20% or more if the customer's household income level exceeds 200% of the federal poverty level or a decrease in household income of 10% or more if the customer's household income level is 200% or less of the federal poverty level. 66 Pa.C.S. § 1405(b)

20. Here, the Complainant has breached a prior Commission-approved payment agreement, as well as ten Company payment agreements, and has not alleged in her Formal Complaint any decrease in income as defined by the Code, *i.e.*, a decrease in the household income of 20% or more if the customer's household income level exceeds 200% of the federal poverty level or a decrease in household income of 10% or more if the customer's household income level is 200% or less of the federal poverty level. In fact, the Complainant's income has substantially increased after defaulting on the 2004 Commission-established payment arrangement. Specifically, as part of the BCS investigation of Case No. 1730322, the Complainant reported that her total gross monthly household income was \$1,200.00, whereas the Complainant last reported a gross monthly income of \$3,100.00 to the Company on June 4, 2012.

21. Therefore, the Commission does not have jurisdiction to grant the Complainant another payment agreement as requested in the Formal Complaint, and the Complaint should be dismissed accordingly. *Annetta Gassenheimer v. Metropolitan Edison Co.*, Docket No. C-2010-2212621 (Order entered June 9, 2011).

D. The 2012 Formal Complaint Should be Dismissed Because the Complainant Has Demonstrated a Clear intent to Abuse the Commission’s Complaint Adjudication Process to Avoid Electric Service Termination.

22. Moreover, the Complainant has abused the Commission’s Complaint system in order to avoid making payments for the electric service she received and continues to receive from Met-Ed and to avoid termination of service.

23. The Commission has routinely precluded a party from filing further informal and formal complaints when the party has abused the system. *See Seidenstricker v. Met-Ed*, 2009 Pa. PUC LEXIS 1378, Docket No. F-2008-2019388 (Order entered July 28, 2009) (dismissing the complainant’s exceptions with prejudice by holding that “the record evidence shows that the Complainant defaulted on numerous payment arrangements established by the BCS and utilized a variety of means to both avoid termination and unnecessarily extend this proceeding. We are at the point where we must protect the interest [of] the other ratepayers of Met-Ed who ultimately may bear the burden of Complainant’s growing arrearage.”); *see also Rosenblum v. Bell-Atlantic-Pennsylvania, Inc.*, 1995 Pa. PUC LEXIS 79 at *40, Docket No. F-00236844 (Pa. PUC 1995) (holding that the “Complainant shall be precluded from filing additional informal or formal complaints pertaining to the account which is the subject of this proceeding unless there is a substantial and compelling reason for doing otherwise. We cannot permit the devotion of time and resources of the Commission to further adjudication concerning the account which has been exhausted by these proceedings . . . [the Complainant] has flagrantly misused the administrative process. The failure to enforce the BCS decision, coupled with the unrestricted toll access, has also been a contributing factor to the increase in the account.”); *Schleicher v. The Bell Telephone Company of Pennsylvania*, 1993 Pa. PUC LEXIS 48 (Pa. PUC 1993), Docket No. F-00161252 (dismissing the complaint pursuant to 66 Pa.C.S. § 703(c), noting that “[t]he

Commission itself, on occasion, has commented that it views with disfavor a consumer who is using the system and allowing his bill and the associated costs to be picked up by ratepayers who take their responsibility to pay seriously . . . this complaint represents nothing more than a subsequent attempt by an abuser of the Commission's bill dispute resolution system to obtain another bite at the apple").

24. Here, the Complainant filed a previous formal complaint on May 17, 2010 and three prior informal complaints, one on July 27, 2004, one on November 30, 2009 and one on June 5, 2012, with the Commission or the BCS solely to avoid termination of service and to avoid paying for electricity she consumed at the Service Location.

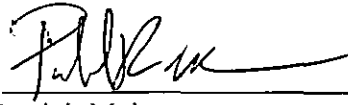
26. For the reasons specified above, Met-Ed requests that (i) the 2012 Formal Complaint be dismissed with prejudice, (ii) the Complainant be specifically barred from filing further formal or informal complaints addressing the identical issues adjudicated previously

IV. Conclusion

WHEREFORE, for the foregoing reasons, Metropolitan Edison Company, respectfully requests that the Commission grant its Motion for Summary Judgment, dismiss the Formal Complaint of Lilette M. Griffin with prejudice, and grant the Company such other relief as may be just and reasonable under the circumstances.

Respectfully submitted,

Dated: October 29, 2012



Patrick Malone
Alan Michael Seltzer

BUCHANAN INGERSOLL & ROONEY PC
One Oxford Centre
301 Grant Street, 16th Floor
Pittsburgh, PA 15219-1410
(412) 562-1314

Attorneys for
Metropolitan Edison Company

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

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OCT 29 2012

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

LILETTE M. GRIFFIN

:
:
:
:
:

v.

Docket No. C-2012-2317178

METROPOLITAN EDISON COMPANY

AFFIDAVIT OF PAMELA T. JORDAN

I, Pamela Jordan, being duly sworn according to law, deposes and says the following:

1. My name is Pamela Jordan, and my business address is 2800 Pottsville Pike Reading, PA 19612.
2. I am employed by Metropolitan Edison Company ("Met-Ed" or "Company") as a Business Analyst for Met-Ed's Compliance Department.
3. As a Business Analyst in the Compliance Department, I am responsible for addressing and responding to informal and formal complaints.
4. As part of my job responsibilities, I am familiar with Met-Ed's business records relating to the identity of customers at specific locations, and the documents supplied by prospective customers and maintained by Met-Ed in connection with the filing of Informal and Formal Complaints with the Pennsylvania Public Utility Commission ("Commission").
5. The Company is an electric distribution company providing retail electric service to customers within the Commonwealth of Pennsylvania.
6. The Company currently provides residential electric service to the Complainant at the Service Location.
7. The Complainant currently owes the Company \$10,733.07 for electric service it provided previously to the Complainant at the Service Location.

8. To address the massive unpaid arrearage on the Account, since 2005, the Company has entered into ten separate payment agreements with the Complainant, each of which the Complainant has breached.

9. The two most recent payment agreements between the Company and the Complainant were entered into in May 2011 and March 2012, respectively. See Ex. A attached hereto.

10. In May 2011, the Company and the Complainant entered into a payment agreement after the Complainant filed a Formal Complaint in May 2010 at Docket No. C-2010-2175433.

11. Under the May 2011 Payment Agreement, the Complainant agreed to pay \$342.00 per month plus an additional payment of \$154.00 per month towards her then-outstanding account balance.

12. The Complainant breached the May 2011 Payment Agreement when she failed to make the first required payment on June 28, 2011. The Complainant's eventually made a partial payment of \$200.00 on July 15, 2011. The Complainant failed to make a single payment in accordance with the May 2011 Payment Agreement.

13. On March 7, 2012, the Complainant and Company entered into another payment agreement wherein the Complainant agreed to pay her Budget Bill Amount plus \$755.00 every month ("March 2012 Payment Agreement").

14. Complainant breached the March 2012 Payment Agreement by failing to make a single payment in accordance with the March 2012 Payment Agreement.

15. The Complainant had a prior Commission-established payment agreement for the Service Location dated July 27, 2004 at BCS Case No. 1730322.

16. Under the terms of the Commission-established payment agreement, the Complainant was required to pay her monthly budget billing amount plus \$25.00 toward her arrearages. See Ex. B attached hereto.

17. As part of the BCS investigation of Case No. 1730322, the Complainant reported that her total gross monthly household income was \$1,200.00

18. The Complainant last reported a gross monthly income of \$3,100.00 to the Company on June 4, 2012.

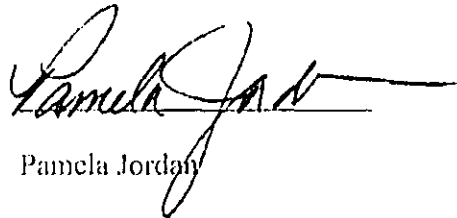
19. The Complainant breached the Commission-established agreement by failing to make the required payments on the first bill issued after the agreement was reached.

20. On July 13, 2012, the Complainant filed the 2012 Formal Complaint with the Commission.

21. On August 22, 2012 Met-Ed filed an Answer and New Matter to the 2012 Formal Complaint.

22. The Complainant has never responded to Met-Ed's New Matter.

I am authorized to submit this Affidavit for and on behalf of Met-Ed and represent that the facts set forth herein are true and correct to the best of my knowledge, information and belief.



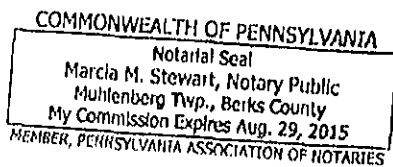
Pamela Jordan

Sworn and subscribed before me this 29th
day of October 2012.

Marcia M. Stewart

Notary Public

My Commission expires on: 08/29/15



**FIRST ENERGY
HIERARCHY OF PAYMENT ARRANGEMENTS**

Name: Lilette Griffin

Account Number: 100073349555

Address: 102 Pom Pom Ct
Milford Pa 18337

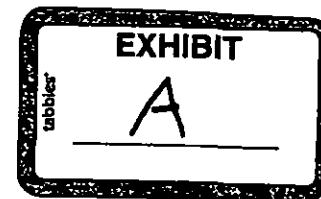
Type of Agreement	Date	Agreement Amount	Income	Agreement Terms/Remarks
Co PA	3/07/12	\$9070.63	\$2500.00	Budget bill + \$755.00 beginning 3/28/2012
Formal Settlement	5/12/2011	\$9226.40		Budget bill + \$154.00 beginning 6/28/2011
Co PA	3/27/2009	\$4387.92	\$1248.00	Budget bill + \$73.00 beginning 5/11/2009
Co PA	10/13/2008	\$2200.00	\$1456.00	Budget bill + \$91.00 beginning 11/6/2008
Co PA	5/13/2008	\$1439.78	\$1456.00	Budget bill + \$75.00 beginning 6/5/2008
Co PA	8/9/2007	\$2687.32	\$1344.00	Budget bill + \$117.00 beginning 9/6/2007
Co PA	4/11/2007	\$2303.53	\$2160.00	Budget bill + \$95.00 beginning 5/8/2007
Co PA	7/18/2006	\$1908.25	\$1200.00	Budget bill + \$31.00 beginning 8/8/2006
Co PA	5/12/2006	\$1784.47	\$1344.00	Budget bill + \$74.00 beginning 6/7/2006
Co PA	10/7/2005	\$1347.42	\$1744.17	Budget bill + \$25.00 beginning 11/9/2005
PUCST #1730322	7/27/2004	\$816.61	\$840.00	Budget bill + \$25.00 beginning 9/9/2004

Remarks:

RECEIVED
OCT 29 2012
PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU
SA - Settlement Agreement

PA - Payment Agreement

PUCST - BCS Agreement



Opening Data Report Case # 1730322
Company Name: MET ED (FIRST ENERGY)

Customer Information

First Name: LILETTE Last Name: GRIFFIN
Account Number: 100037631080
OCT 29 2012

RECEIVED

Service Address

Address 1: 155 VAN AUKEN HILL RD

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Address 2:

City: MILFORD State: PA
Postal Code: 18337-

Home Phone: (570)-2962757 Work Phone: (973)-3473277

Service Class: RESIDENTIAL

Mailing Address

Address 1:

Address 2:

City: State:
Postal Code: -

Family

Adults: 2 Family Size:

Children: Age:

General

Date Opened: 07/27/2004 Received Date: 07/27/2004

Date Closed: 07/27/2004

Assigned To:

Assigned To: Rosalyn E Strassner/FirstEnergy



Case Information			
Prior Case #:	1467798	Term Date:	07/26/2004
Arrearage:	\$1,225.00		
Case Origin:	TELEPHONE	Univ. Service:	Y
Income Amount:	\$1200.00	Source:	WAGES/AD1
Reason for Contact:	OFF - SERVICE IS TERMINATED/SUSPENDED - PAR NEEDED		
Business Name:			
Case Problem:			
Company Position:	07/27/2004 MET ED WANTS HER TO PAY 635.00 TO RESTORE SERVICES.		
Related Information:	OFF REFER TO CAP WATER AND SEWAGE IS PAID BY LANDLORD. CUST HAS A MEDICAL PROBLEM.		
Case Misc. Info:	VER ADDRESS WITH CUSTOMER AND WORK HOURS VARY AND IF YOU CALL ASK YOU FOR LIL		
Hot Issue:			

Other Info			
BCS Inv. First Name:	TIMOTHY	BCS Inv. Last Name:	PLATT
BCS Invest. Phone:	(717)-7836960	BCS Fax:	()-
BCS. Int First Name:	STEFANIA	BCS. Int Last Name:	MICOLUCCI

Status
Status: Closed

Full EGW Par Report Case # 1730322
Company Name: MET ED (FIRST ENERGY)

Customer Information

First Name:	LILETTE	Last Name:	GRIFFIN
Account Number:	100037631080		
Service Address			
Address 1:	155 VAN AUKEN HILL RD		
Address 2:			
City:	MILFORD	State:	PA
Postal Code:	18337-		
Home Phone:	(570)-2962757	Work Phone:	(973)-3473277
Mailing Address			
Address 1:			
Address 2:			
City:		State:	
Postal Code:	-		
Family			
Adults:	2	Family Size:	
Children:		Age:	
General			
Date Opened:	07/27/2004	Received Date:	07/27/2004
Prepared Date:	07/27/2004	Complete Date:	07/27/2004
Date Closed:	07/27/2004		

Prepared by

Prepared By:	Rosalyn E Strassner/FirstEnergy	Prepared by Phone:	(610)-9216479
Prepared	rstrassner@gpu.com	Prepared	(610)-9398818

by Email:

by Fax:

Case Information

Account Type: Residential	Cust. Accuracy: <input checked="" type="radio"/> Yes <input type="radio"/> No
Service On: <input type="radio"/> Yes <input checked="" type="radio"/> No	Case Heating: <input type="radio"/> Yes <input checked="" type="radio"/> No
Universal <input type="radio"/> Yes <input checked="" type="radio"/> No	Total Balance: \$1,391.29
Service:	
Bill Due Date: 08/09/2004	CAP Amt:
Budget Amt.: \$63.00	Catch Up Amt.: \$590.00
Total Gross: \$840.00	Case Term 07/26/2004 Date:
Obtain Date: 07/27/2004	Last Contact 07/27/2004 Date:
Full Report Requested? <input type="radio"/> Yes <input checked="" type="radio"/> No	
Response to Customer:	Company did ask for \$600.00 plus \$36.00 reconnect charge to restore. There was no mention of any medical emergency during this contact.
Final Position:	Pay actual catch-up amount of \$590.00 plus \$36.00 reconnect charge for a total of \$626.00 to restore and then budget plus \$30.00 after restoration.
	Send only the attachment for this Case: <input type="radio"/> Yes <input checked="" type="radio"/> No

History

Item	Source	Source Amount	Other Description:
1	EMPLOYMENT	\$840.00	NA

Pay History

Item	Pay Date:	Pay Amt.:	Pay Comments:
1	03/24/2004	\$236.00	NA
2	01/29/2004	\$487.00	NA
3	12/04/2003	\$236.00	Return Check
4	12/02/2003	\$236.00	NA
5	12/10/2002	\$100.00	NA
6	07/23/2002	\$150.00	NA
7	10/01/2001	\$300.00	NA

Agreement

Item	Date:	Type	Income	Expenses	Balance	Terms	Level	Beginning
m	:		:	es				g

1	09/04/200	BCS14677	\$0.00	\$0.00	\$1,421.6	BB+\$55.00	3	10/08/20
2	3	98	\$1,820.	\$1,351.0	1	CB+\$30.00	2	03
3	01/31/200	PA	00	0	\$975.11	CB+\$75.00	3	03/11/20
	3	PA	\$2,433.	\$1,548.0	\$655.14			03
	04/26/200		00	0				06/05/20
	2							02

Internal Information	
Justified: <input type="radio"/> Yes <input checked="" type="radio"/> No	Response Time: 1
COC: Easton	Emp Last spoke to Customer:
Case Type: Offcase	Company Name: Met-Ed
	Circuit:
Reason Justified:	
Comments:	
Misc. Email Info:	

Infractions	
Anticipated	
Section(s) Violated:	Date of Infraction:
Employee(s):	
Actual	
Section(s) Violated:	Date of Infraction:
Employee(s):	
Violations:	
Comments:	

Status
Status: Closed

Closing Data Report Case # 1730322
Company Name: MET ED (FIRST ENERGY)

Customer Information

First Name: LILETTE Last Name: GRIFFIN

Account Number: 100037631080

Service Address

Address 1: 155 VAN AUKEN HILL RD

Address 2:

City: MILFORD State: PA

Postal Code: 18337-

Home Phone: ()- Work Phone: ()-

Mailing Address

Address 1:

Address 2:

City: State:

Postal Code: -

Family

Adults: Family Size:

Children: Age:

General

Date Opened: 07/27/2004 Received Date: 07/27/2004

Date Closed: 07/27/2004

Complete in SAP: Yes Date Complete in SAP: 07/27/2004

Assigned To:	
Assigned To:	Rosalyn E Strassner/FirstEnergy

Case Information	
Decision Issue: Y	Oral Written: W
Violation: NO	Chapter:
Section Rule:	
Balance Date: 07/27/2004	Head Date: 07/27/2004
Bill Date:	Serv. Continue Date:
Total Balance: \$1,391.00	Serv. Restore Pay: \$592.00
Sp. Budget Amt.: \$88.00	Rg. Budget Amt.: \$63.00
Serv. Continue Amt.	Arrears Pay Plus: \$25.00
Final Montly Pay:	Current Montly Pay:
End Monthly Pay:	Reconnect Amt.:
Pay Amt.:	
Terms:	
Paragraph:	
Letter Desc:	EGW OFF PAR/NO LPCS/BUDGET +
Resolution:	SEE CS17 FOR TERMS OF PAR. WAIVE LPC'S REQ.. 40% 556 + 36 R/C FEE=592 TO RESTORE THEN BEG BB 63+ 25=88.

Other Info	
BCS Inv. First Name: TIMOTHY	BCS Inv. Last Name: PLATT
BCS Invest. Phone: ()-	BCS Fax: (717)-7876641
BCS. Int First Name:	BCS. Int Last Name:

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

LILETTE M. GRIFFIN

v.

METROPOLITAN EDISON COMPANY

:
:
:
:
:

Docket No. C-2012-2317178

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 § 1.54 (relating to service by a party).

Via First Class Mail

Lilette M. Griffin
102 Pom Pom Court
PO Box 1485
Milford, PA 18337

RECEIVED

OCT 29 2012

**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**

Dated this 29th day of October, 2012.



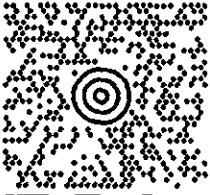

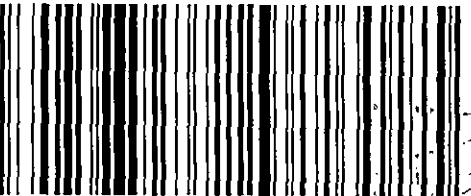

Patrick R. Malone, Esq.

UPS CampussShip: View/Print Label

1. Ensure there are no other shipping or tracking labels attached to your package. Select the Print button on the print dialog box that appears. Note: If your browser does not support this function select Print from the File menu to print the label.
2. Fold the printed sheet containing the label at the line so that the entire shipping label is visible. Place the label on a single side of the package and cover it completely with clear plastic shipping tape. Do not cover any seams or closures on the package with the label. Place the label in a UPS Shipping Pouch. If you do not have a pouch, affix the folded label using clear plastic shipping tape over the entire label.
3. GETTING YOUR SHIPMENT TO UPS
UPS locations include the UPS Store[®], UPS drop boxes, UPS customer centers, authorized retail outlets and UPS drivers.
Find your closest UPS location at: www.ups.com/dropoff
Take your package to any location of The UPS Store[®], UPS Drop Box, UPS Customer Center, UPS Alliances (Office Depot[®] or Staples[®]) or Authorized Shipping Outlet near you. Items sent via UPS Return Services(SM) (including via Ground) are also accepted at Drop Boxes. To find the location nearest you, please visit the Resources area of CampussShip and select UPS Locations.

Customers with a Daily Pickup
Your driver will pickup your shipment(s) as usual.

FOLD HERE

PATRICK R. MALONE (412) 562-1314 BUCHANAN INGERSOLL & ROONEY PC 301 GRANT STREET PITTSBURGH PA 15219		2 LBS PAK	1 OF 1
SHIP TO: ROSEMARY CHIAVETTA, SECRETARY PA PUBLIC UTILITY COMMISSION 2ND FLOOR 400 NORTH STREET COMMONWEALTH KEYSTONE BUILDING HARRISBURG PA 17120-0093			
	PA 171 9-20 		
UPS NEXT DAY AIR		1	
TRACKING #: 1Z 264 105 01 9807 7646			
			
BILLING: P/P			
Timekeeper Name: P. Malone C/M #: 0078977-000141			
CS 14.5.29.		WNT1E80 33.0A 10/2012	