

CAPTION SHEET

UTILITY MANAGEMENT SYSTEM

1. REPORT DATE: 00/00/00	:	
2. BUREAU: ALJ	:	
3. SECTION(S):	:	
5. APPROVED BY:	:	4. PUBLIC MEETING DATE:
DIRECTOR:	:	00/00/00
SUPERVISOR:	:	
6. PERSON IN CHARGE:	:	7. DATE FILED: 07/18/05
8. DOCKET NO: C-20054990	:	9. EFFECTIVE DATE: 00/00/00

PARTY/COMPLAINANT: BARNES, JESSICA & ERNEST

RESPONDENT/APPLICANT: PENNSYLVANIA ELECTRIC CO.

COMP/APP COUNTY: WAYNE

UTILITY CODE: 110400

ALLEGATION OR SUBJECT

COMPLAINANT STATES SHE WANTS THEM TO RESOLVE THIS MATTER AND CLEAR ANY DEBT FROM HER NAME.

DOCUMENT
AUG 22 2005

DOCUMENT
FOLDER

PENNSYLVANIA PUBLIC UTILITY COMMISSION

Formal Complaint Form

Please print or type.

C-20054990

1. CUSTOMER NAME (COMPLAINANT)

Your name, mailing address, county, telephone number, utility account number and service address:

Name JESSICA + ERNEST BARNES

Street/P.O. Box 21 A SMITH Rd. Apt #

City Equinunk State PA Zip 18417

County Wayne

Area Code/HOME Phone (570) 224-4897

Area Code/WORK Phone SAME

Utility Account Number 10 00 59 9698 55 (from your bill)

If your complaint involves utility service provided to a different address than your mailing address, please list this information below.

Name SAME AS ABOVE.

Street/P.O. Box

City State Zip

2. UTILITY NAME (RESPONDENT)

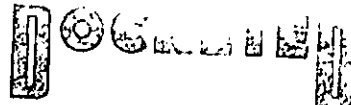
Name of utility company your complaint concerns: First Energy - Penn elec.

3. TYPE OF UTILITY (check one)

- ELECTRIC
- GAS
- WATER
- TELEPHONE (local, long distance)
- STEAM HEAT
- WASTE WATER
- MOTOR CARRIER (taxi, moving company, limousine)

DOCUMENT FOLDER

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AUG 22 2005

6

B. State the facts of your complaint

My husband I purchased our home in the middle of November of 2004. Immediately it became apparent that an underground fence was necessary to prevent our Labrador retriever from leaving the premises. We contacted Pet Safe to install this fence in early December. On December 9th at 4:38 pm Pennsylvania One Call System, Inc. responded to PetSafe by fax stating that First Energy Corp had marked its lines. First energy apparently does not send out one of its own representatives to mark their lines, in this case a company called Detech was sent to handle the mark out. On the day that the gentleman from Detech was at my residence I explained to him that I needed to have some excavation work done because I was getting water in my basement. He asked that I not contact PA One Call again and just show him where the work was to be done. I showed him and he explained to me that there was no need for me to call for a mark out since he was already marking out the entire property as a result of the ticket for PetSafe.

The problem:

On my property there is a shed that was used by the previous owners as an office. At some point they had both electric and telephone connected to this building. However, before I purchased this property the service was turned off to the building. I could see that there had been a meter on the building because there was a box still attached to the shed but the meter had been removed. I asked the man who was doing the mark out about the old box and he showed me that there was no reading indicating that there was power underground. He did not put paint or flags to indicate that this was a no dig zone. When we were changing the grade of the soil at our property on 12/18/2004 a power line in that location was hit. We immediately called in a damage report and First Energy responded.

When the Pennelec employees arrived we were upset by the occurrences and they informed us that the wire which we hit had not been live. That it was an old line that was still connected to the transformer. They further explained that it was the jolt from the bulldozer that caused the breaker to trip. They flipped the transformer back on and asked if we would like them to cut the line from the transformer which we agreed was best. While they were here we mentioned to them that we had asked Pennelec to remove the Street light that was on that pole and that if it would save them a trip they could remove it now. They did so.

In March we received a bill stating that we were responsible for the damages that occurred. We were invoiced for 13.25 man hours, 5.5 hours for the truck, and \$12.50 for miscellaneous materials. I do not know what the miscellaneous materials could have been since there were no materials used. In reference to the time that we were billed for, I was told by the service men (there were 2 of them) that the trip had take them 1 hour and 45 min. and they were here for only about 15 min. By my calculation that equates to 7.5 total hours. I do not understand how First Energy arrived at a total of 13.25 hours of service. We apologized for the inconvenience to each of the men and they informed us that they were on duty until 11 pm that day and it was no inconvenience to them at all.

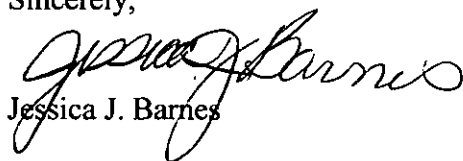
I understand that First Energy wants to recoup their cost for this service but I feel their bill is inaccurate. Further more I do not feel that I am in anyway responsible for this damage. My property had been marked out fully before this damage occurred. As a homeowner I had no way of knowing that there needed to be a separate ticket number in my name for the excavation even though the work was to be done in the same area and in the same time frame as the work by PetSafe. I was not informed of this fact by Detech's representative. He had actually asked me not to call again as this would only cause him to be dispatched again to my location. He further expressed to me that this was not necessary and that it was a 2.5 hour trip for him to come here from his location.

Just this past week (7/8/2005 9:45 am) on an unrelated matter one of First energy's electrical engineers was dispatched to my residence to discuss the location of a garage which we hope to construct this fall. When we questioned him about the matter of the unmarked power line he told us that Pennelec keeps a record on file of all lines after the meters have been removed for 13 months. After 13 months the line is then cut if reconnection is not needed by the homeowner. With this new information I feel that it was the responsibility of First Energy/Pennelec to disclose the location of this line to Detech, the mark out company, so that they could have completed their job fully and completely. I do not know when the meter was removed from the shed as I did not own the property at that time however; the electric company should have either marked the line or cut it if it was never to be reconnected.

In the latest correspondence from Kathryn M. Zweizg Sr. Administrative Assistance in Claims at First Energy, I was told that the line had been hot before it was hit. This information I believe is false. I have been told that I am responsible to submit payment by August 1, 2005. I am unable to afford this and feel I am not responsible for the damage.

Please investigate this matter and contact me about how my name will be cleared of this debt.

Sincerely,


Jessica J. Barnes

This packet includes 4 pages - Formal Complaint
2 pages - B. State the Facts.
2 pages LETTER FROM ZWEIZG
1 pg Pa One call
2 pgs Bill From First Energy

4. **COMPLAINT** (check one)

A. In general, what is your complaint?

- I want to oppose the company's proposed rate increase.
- There are incorrect charges on my bill.
- There is a reliability, safety or quality problem with my utility service.
- I received a notice that my utility service is being terminated.
- I would like a payment agreement.
- Other.
(explain)

B. State the facts of your complaint.

Include any specific dates, times or places that are important. If the complaint is about a bill, tell us about any charges that you believe are not correct. Use additional paper if you need more space. Provide copies of all relevant documents you believe will support your complaint.

5. **RELIEF**

What do you want the Public Utility Commission to do about your complaint? Use additional paper if you need more space.

HELP ME RESOLVE THIS MATTER
AND CLEAR ANY DEBT FROM MY
NAME.

6. PROTECTION FROM ABUSE

Answer the following question if your complaint is against a natural gas distribution company, an electric distribution company or a water company **AND** your complaint is about a billing problem, an application for service problem, a termination of service problem or a request for a payment agreement.

Has a court granted a "Protection from Abuse" order for your personal safety?

YES

NO

7. PRIOR UTILITY CONTACT

Answer the following question only if you are a residential customer and your complaint is against an electric distribution utility, natural gas distribution utility or a water distribution utility.

Have you spoken to a utility company representative about this complaint?

YES
(includes appeals of BCS determinations)

NO

If you tried to, but could not speak to a utility company representative about your complaint, please explain why.

8. VERIFICATION AND SIGNATURE

You must print or type your name below on the line provided for the verification paragraph, and you must sign and date (in ink) this form on the lines provided.

Verification: I Jessica J. Barnes, hereby state that the facts above set forth are true and correct (or are true and correct to the best of my knowledge, information and belief) and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

Jessica J. Barnes (Signature) 7/15/05 (Date)

9. LEGAL REPRESENTATION (IF ANY)

If you are represented by a lawyer in this matter you must provide your lawyer's name, address and telephone number.

Lawyer's Name _____

Street _____

City _____ State _____ Zip _____

Area Code/Phone Number _____

10. FILING

Please return the completed form to one of the addresses listed below:

If using U.S. Postal Service:

If using overnight delivery service:

Secretary Pennsylvania Public Utility Commission P.O. Box 3265 Harrisburg, PA 17105	Secretary Pennsylvania Public Utility Commission 400 North Street Commonwealth Keystone Building, 2 nd Floor Harrisburg, Pennsylvania 17120
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Facsimiles and/or electronic filings of the complaint form will not be accepted.

If you have any questions about filling out this form, please contact the Secretary's Bureau at 717-772-7777.

Keep a copy of your complaint for your records.

June 21, 2005

Ms. Jessica Barnes
Smith Road
Equinunk, Pennsylvania 18417

Re: Property Damage Collection Claim
Date of Incident: 12/18/04
Amount of Claim: \$757.19
Our File No. PE-67926

Dear Ms. Barnes:

You contacted me some time ago about the above-referenced claim. I investigated the matter further and have received some additional information.

The marking company indicated that the only ticket they could find was the ticket called in by Pet Safe. The marking company also indicated that they spoke with you and you informed them that this damage occurred "when your husband hit the line while working with borrowed equipment" and that you further stated that you had never called in a ticket for the work your husband was doing.

I also spoke with our crew and they stated that the wire that was hit fed a shed and was hot until it was damaged. When the line was hit, it tripped the transformer resulting in an interruption in electric service. The travel time to your location is approximately 2 hours, which is also what you indicated it was when we spoke. When our crew arrived you indicated that you no longer wanted service to the shed so they disconnected the wire. You also indicated you no longer wanted a light that was there, so they disconnected that also. The crew states they were at your residence at least one-half hour together with at least 4 hours of travel time to and from your residence.

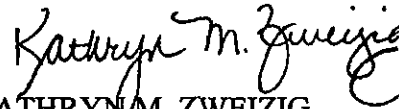
Ms. Jessica Barnes

- 2 -

June 21, 2005

Based on the above information, it is our position that you are responsible for our invoice in the amount of \$757.19. Please forward payment by August 1, 2005 to avoid any further action on this claim. Thank you.

Very truly yours,



KATHRYN M. ZWEIZIG
Sr. Administrative Assistant - Claims

PENNSYLVANIA ONE CALL SYSTEM, INC.
AUTOMATED RESPONSE SERVICE

Excavator: PET SAFE
Telephone #: 215-343-9280

Caller: RUTH RICCI
Fax Number: 215-343-9215
email: none

Serial Number 3366891 at the following location:

WAYNE COUNTY
MANCHESTER TWP
MUD POND RD & STATE HWY 191

The facilities below responded through the Pennsylvania One Call System:

UTILITY RESPONSE
=====

FIRSTENERGY CORP
VERIZON NORTH
VERIZON PENNSYLVANIA INC

MARKED

INSUFFICIENT INFORMATION. DO NOT DIG.
CLEAR - NO FACILITIES.

Please call 1-800-222-6470 to hear any Voice Message

7/8/2005 Electrical Engineer from Pennetec.
9:45AM

Informed us that Pennetec abandons
lines where power meters are removed
but keeps a record on file for 13mos
after 13 mos, the line is cut if
reconnection is not needed by homeowner

Liability

When was meter pulled

Responsibility to mark buried line

Called Cathy Zweizig @ 10:01 AM LFT msg.



Claims Invoice

On Behalf of:

Ohio Edison Co. The Illuminating Co.
 Toledo Edison Co. Pennsylvania Power Co.
 Metropolitan Edison Co. Pennsylvania Electric Co.
 Jersey Central Power & Light FirstEnergy Services, Inc.
 And other affiliates

Claim Number: 67926
Invoice Number: 46913
Invoice Date: 03/11/2005
Due Date: 03/26/2005
Insurance Ref Number:
Accounting: PN01 143699 450013

JESSICA BARNES
SMITH ROAD
EQUINUNK, PA 18417

Amount Due	Amount Paid
\$757.19	\$

Please return this portion with your payment within 15 days of the invoice date.
Include the Claim Number on your check.

Claim Number: 67926 Invoice Number: 46913 Tax ID: 34-0437786 Accident Date: 12/18/2004

Make check payable to: PENNSYLVANIA ELECTRIC COMPANY
Mail to: FIRSTENERGY CLAIMS DEPARTMENT, 76 South Main St., Akron, OH 44308

JESSICA BARNES

Expenses incurred to repair underground service at Mud Pond Road, Manchester Township, Wayne County, PA damaged when struck by borrowed excavation equipment operated by the husband of Jessica Barnes on 12/18/04.

Billing Information:

Contact Claims Department with Questions:

Ohio Edison	(330) 384-7908	Metropolitan Edison	(610) 921-6798
Illuminating Co.	(330) 384-5656	Jersey Central	or
Toledo Edison	(330) 384-5656	Penn Electric	(610) 921-6427
Penn Power	(330)-384-5656		

Material and Misc Cost	12.50
Labor Cost	662.19
Equipment Cost	82.50
Excess Height Cost	0.00
Set and Sell Cost	0.00
Contractor Cost	0.00
Sales Tax	0.00
Total Amount Due	757.19

Distribution Month: March 2005 Summary of Account Distribution							
Acctg Company	General Ledger Account	Responsible Cost Center	Cost Center	Internal Order	Work Breakdown Structure	Network	Amount
PN01	653149	450013			PW-900403-REV-DOV-M		757.19

Payment Summary

Amount Paid	0.00
Balance Due	757.19

IF YOU ARE INSURED, PLEASE SUBMIT THIS INVOICE TO YOUR INSURANCE CO. AND HAVE THEM CONTACT US. OTHERWISE, PLEASE FORWARD PAYMENT.

FirstEnergy Corp
Claims System
Receivables: Replacement Costs Report

Printed: 3/14/2005

Claim Number: 67926
Invoice Number: 46913
Invoice Approved: 3/11/2005
Principal:

Subtotal Materials	0.00
Contracted Cost	0.00
Excess Height	0.00
Meals	0.00
Miscellaneous	12.50
Sales Tax	0.00
Set and Sell	0.00
Material Handling Expense	0.00
Total Material and Miscellaneous Costs	12.50

Qty	Truck/Equipment Description	Costs
1	Heavy Line @ 5.50 Hours X 15.00	82.50
Total Transportation and Equipment Costs		82.50

Labor	Manhours	Time Description	Costs
12		Straight Time	
1.25		Time & One_Half	
Total Labor Costs			662.19

Total Replacement Costs	757.19
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BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

DATE SERVED: AUGUST 22, 2005

JESSICA & ERNEST BARNES
Complainant

VS.

**PENNSYLVANIA ELECTRIC
COMPANY**
Respondent

Complaint Docket
No: C-20054990

FORMAL COMPLAINT NOTICE TO RESPONDENT TO ANSWER OR SATISFY

TO: PENNSYLVANIA ELECTRIC COMPANY

TAKE NOTICE:

That a complaint in the above entitled matter, of which the attached is a true and correct copy, has been presented and filed of record with the Pennsylvania Public Utility Commission. Section 702 of the Public Utility Code, 66 Pa. C.S. Section 702, requires the Commission to serve on each party named in a complaint a copy of the complaint and notice calling upon each party to satisfy the complaint, or to answer the same in writing within a specified time; THEREFORE,

1. You have twenty (20) days from the date on which this complaint is served to either satisfy this complaint or to file with the **Secretary of the Pennsylvania Public Utility Commission, P. O. Box 3265, Harrisburg, PA 17105-3265**, an answer (original and three copies), in writing, under oath, which, as required by Section 5.61 of the Commission's Rules of Practice and Procedure, 52 Pa. Code Section 5.61, either affirms or specifically denies the allegations in this complaint. You must also serve a copy of the answer upon the complainant. The date of service is the mailing date as indicated by the date at the top of this Notice. Section 1.56(a) of the Commission's Rules of Practice and Procedure, 52 Pa. Code Section 1.56(a).

2. If you fail to either satisfy this complaint or to file answer or other responsive pleading within twenty (20) days, you will be deemed to have admitted all the allegations in this complaint in accordance with Section 5.61 of the Commission's Rules of Administrative Practice and Procedure, 52 Pa. Code Section 5.61. In that event, the Commission may, without hearing, enter an order which either revokes or suspends any certificate or permit held by you or which imposes a fine or any other appropriate penalty or remedy authorized by the Public Utility Code, 66 Pa. C.S. Section 101, et seq.; and, if you are a customer of a utility, an order may be entered which

prescribes a payment schedule or which authorizes termination of utility services. The Commission is not limited to the relief sought by the complainant in paragraph 4 of the attached complaint.

3. If you elect to satisfy this complaint you must file, within twenty (20) days from the date on which this complaint is served, affidavits executed by each complainant that this complaint has been satisfied. Such affidavits must describe the basis on which this complaint was satisfied; any settlement agreement between the parties must be reduced to writing and attached to the affidavit. Such affidavits are to be filed with the Secretary of the Commission at the address set forth in paragraph 1. Upon receipt of affidavits of satisfaction from all complainants, this complaint may be dismissed by the Commission in accordance with Section 703(a) of the Public Utility Code, 66 Pa. C.S. Section 703(a), unless the Commission determines that such dismissal would be contrary to the public interest, in which event the Commission may direct that hearings be held upon the complaint.

4. If you file an answer which admits the allegations in this complaint, or which fails to specifically deny the allegations in this complaint, the Commission may, without hearing, enter an order which either revokes or suspends any certificate held by you or which imposes a fine or any other appropriate penalty or remedy authorized by the Public Utility Code, 66 Pa. C. S. Section 101, et seq.; and, if you are a customer of a utility, an order may be entered which prescribes a payment schedule or which authorizes termination of utility services. The Commission is not limited to the relief sought by the complainant in paragraph 4 of the attached complaint.

5. If you file a timely answer which specifically denies the allegations in this complaint, or which raises material questions of law or fact, this matter shall be referred to the Office of Administrative Law Judge for hearing and decision. If, after hearing on the issues raised by that answer, you are found to have committed any of the violations alleged in the complaint, the Administrative Law Judge may render a decision which either revokes or suspends any certificate or permit held by you or which imposes a fine or any other appropriate penalty or remedy authorized by the Public Utility Code, 66 Pa. C. S. Section 101, et seq.; and, if you are a customer of a utility, an order may be entered which prescribes a payment schedule or which authorizes termination of utility services. In the imposition of a penalty after a hearing the Administrative Law Judge is not bound by the relief sought by the complainant in paragraph 4 of the attached complaint.

James J. McNulty
Secretary

(SEAL)

Certified Mail
Return Receipt Requested

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
P O BOX 3265, HARRISBURG PA 17105-3265

DATE SERVED: AUGUST 22, 2005

C-20054990

PENNSYLVANIA ELECTRIC COMPANY
C/O LEILA L VESPOLI
SR VICE PRESIDENT AND GENERAL COUNSEL
FIRSTENERGY CORPORATION
76 S MAIN ST
AKRON OH 44308-1890

Dear Sir/Madam:

A complaint has been filed against you before the Pennsylvania Public Utility Commission by JESSICA & ERNEST BARNES. To defend yourself against the claims stated in the following pages, you must act within twenty (20) days by filing in writing with the Commission, either personally or through your attorney, your defenses or objections to the claims stated against you. Or, you may satisfy the complaint by settling the matter with the Complainant and submitting proof of settlement to the Commission within twenty (20) days.

IF YOU FAIL TO RESPOND WITHIN TWENTY (20) DAYS, THE CASE MAY GO FORWARD IN YOUR ABSENCE AND A JUDGEMENT MAY BE ENTERED AGAINST YOU BY THE COMMISSION WITHOUT FURTHER NOTICE.

CUSTOMER OF A UTILITY

A payment schedule may be prescribed or a termination of utility services may be authorized. You may lose money or property or other rights important to you.

COMPANY/UTILITY

An Administrative Law Judge may revoke or suspend any certificate or permit held by you, or impose a fine, or any other appropriate penalty or remedy authorized by the Public Utility Code. You may lose money or property or other rights important to you.

AUGUST 22, 2005

Detailed instructions on how to proceed are contained in the attached pages. You are advised to read them carefully.

Unless you are a corporation or other organization, you may proceed without a lawyer. However, if you want a lawyer and do not have one or cannot afford one, the office listed below can tell you where you can get legal help:

Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association
P.O. Box 186
Harrisburg, PA 17108
(800) 692-7375

Very truly yours,

James J. McNulty
Secretary

ddi

LAW OFFICES
RYAN, RUSSELL, OGDEN & SELTZER LLP

SUITE 330
1105 BERKSHIRE BOULEVARD
WYOMISSING, PENNSYLVANIA 19610-1222
TELEPHONE: (610) 372-4761
FACSIMILE: (610) 372-4177
WWW.RYANRUSSELL.COM

HARRISBURG OFFICE
SUITE 101
800 NORTH THIRD STREET
HARRISBURG, PENNSYLVANIA
17102-2025
TELEPHONE: (717) 236-7714
FACSIMILE: (717) 236-7816

ORIGINAL

September 26, 2005

VIA UPS OVERNIGHT

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SEP 26 2005

James J. McNulty, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, Pennsylvania 17120

DOCUMENT
FOLDER

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Re: Jessica and Ernest Barnes v. Pennsylvania Electric Company
Docket No. C-20054990

Dear Secretary McNulty:

Enclosed please find an original and three (3) copies of the Answer and New Matter on behalf of Pennsylvania Electric Company in the above-referenced matter. These documents have also been served on the parties of record as shown in the Certificate of Service.

If you have any questions, please contact me.

Very truly yours,

RYAN, RUSSELL, OGDEN & SELTZER LLP

Bridgid M. Good /flw
Bridgid M. Good

Enclosures
BMG:flw

c: As per Certificate of Service

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SEP 26 2005

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

JESSICA AND ERNEST BARNES

v.

Docket No. C-20054990

PENNSYLVANIA ELECTRIC COMPANY:

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the Answer and New Matter of Pennsylvania Electric Company upon the individuals listed below, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a participant).


Service by UPS Overnight, postage prepaid, addressed as follows:

James J. McNulty, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120

Service by First Class Mail, postage prepaid, addressed as follows:

Jessica and Ernest Barnes
21 A Smith Road
Equinunk, PA 18417

Dated: September 26, 2005



Alan Michael Seltzer
Jeffrey A. Franklin
Bridgid M. Good
RYAN, RUSSELL, OGDEN & SELTZER LLP
1105 Berkshire Boulevard, Suite 330
Wyomissing, Pennsylvania 19610-1222
(610) 372-4761

Attorneys for
Pennsylvania Electric Company

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SEP 26 2005

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

JESSICA & ERNEST BARNES

v.

Docket No. C-20054990

PENNSYLVANIA ELECTRIC COMPANY:

**DOCUMENT
FOLDER**

**ANSWER AND NEW MATTER OF PENNSYLVANIA ELECTRIC COMPANY
TO THE COMPLAINT OF JESSICA & ERNEST BARNES**

TO THE PENNSYLVANIA PUBLIC UTILITY COMMISSION:

AND NOW, Pennsylvania Electric Company ("Penelec" or the "Company"), by and through its counsel, Alan Michael Seltzer, Jeffrey A. Franklin, Bridgid M. Good and Ryan, Russell, Ogden & Seltzer LLP, answers the above Complaint pursuant to Section 5.61 of this Commission's regulations, 52 Pa. Code § 5.61, as follows:

1. Admitted.

2. Admitted. It is admitted that the Complaint relates to Penelec and the Complainants are residential customers of Penelec with Account No.100059969855¹.

3. Admitted. It is admitted that Penelec provides retail electric service to the Complainants' residence at 21A Smith Road, Equinunk, PA 18417 ("Service Location").

4(A). Denied. It is specifically denied that "[t]here is a reliability, safety or quality problem with..." the Complainants' electric utility service provided by Penelec. Penelec incorporates herein its responses to sentences 1 through 46 below. After reasonable investigation, Penelec is without information or knowledge sufficient to

DOCKETED
SEP 27 2005

form a belief regarding the truth about what the Complainants mean by “Other” and demands proof thereof, if relevant, at hearing.

4(B). For purposes of this Answer, the several sentences of this paragraph have been restated and answered as they appear as follows:

- 1) **My husband I[sic] purchased our home in the middle of November of 2004.**

Denied. After reasonable investigation, Penelec is without information or knowledge sufficient to form a belief regarding the truth of when the Complainants purchased their home and demands proof thereof, if relevant, at hearing.

- 2) **Immediately it became apparent that an underground fence was necessary to prevent our Labrador retriever from leaving the premises.**

Denied. After reasonable investigation, Penelec is without information or knowledge sufficient to form a belief regarding the truth of the averments contained in this sentence and demands proof thereof, if relevant, at hearing.

- 3) **We contacted Pet Safe to install this fence in early December.**

Denied. After reasonable investigation, Penelec is without information or knowledge sufficient to form a belief regarding the truth of the averments contained in this sentence and demands proof thereof, if relevant, at hearing

- 4) **On December 9th at 4:38 pm Pennsylvania One Call System, Inc. responded to PetSafe[sic] by fax stating the First Energy Corp had marked its lines.**

Admitted in part and denied in part. It is admitted that the Company’s marking contractor, De-Tech, Inc. (“De-Tech”) marked the location of

¹ Jessica Barnes – but not Ernest Barnes -- is the account holder of record with Penelec at Account No. 10059969855.

Penelec's underground electric facilities on the Complainants' property per a request from Pet Safe for the installation of an invisible fence around the perimeter of the Complainants' property. After reasonable investigation, Penelec is without information or knowledge sufficient to form a belief regarding the truth of the remaining averments contained in this sentence and demands proof thereof, if relevant, at hearing

- 5) **First energy [sic] apparently does not send out one of its own representatives to mark their lines, in this case a company called Detech was sent to handle the mark out.**

Admitted. It is admitted that in this portion of the Company's service territory it uses De-Tech to respond to PA One Call ("PA One") requests to have its underground electric service facilities marked.

- 6) **On the day that the gentleman from Detech was at my residence I explained to him that I needed to have some excavation work done because I was getting water in my basement.**

Admitted. It is admitted that Ms. Barnes told the De-Tech representative that the Complainants needed some excavation work at the Service Location. It is averred that the Complainants never told the De-Tech representative that they intended to complete this excavation work in the near future or any other details of such excavation work.

- 7) **He asked that I not contact PA One Call again and just show him where the work was to be done.**

Denied. It is specifically denied that the De-Tech representative advised the Complainants not to contact PA One for work that they were doing on their property other than installing an invisible fence. It is averred that the Complainants never contacted PA One for the installation of the invisible fence. Rather, Pet Safe, the company installing the invisible fence, contacted PA One. It is further averred that Pet

Safe's request for the location of Penelec's underground facilities at the Complainants' property was only for December 6, 2004 through December 15, 2004 and other work conducted at the Complainant's property by another entity or outside the specified time period would not be covered under the Underground Utility Line Protection Act, 73 Pa. C.S. §§ 176, *et seq.*

- 8) **I showed him and he explained to me that there was no need for me to call for a mark out since he was already marking out the entire property as a result of the ticket for PetSafe[sic].**

Denied. Penelec incorporates its response to sentence 7 above.

- 9) **The problem: On my property there is a shed that was used by the previous owners as an office.**

Admitted in part and denied in part. It is admitted that a shed exists on the Complainants' property. After reasonable investigation, Penelec is without information or knowledge sufficient to form a belief regarding the truth of the averments contained in this sentence and demands proof thereof, if relevant, at hearing.

- 10) **At some point they had both electric and telephone connected to this building.**

Admitted in part and denied in part. It is admitted that at some time in the past Penelec provided electric service to the shed on the Complainant's property. The electric service to the shed was disconnected on April 2, 2001. After reasonable investigation, Penelec is without information or knowledge sufficient to form a belief regarding the truth of whether telephone service was provided to the shed and demands proof thereof, if relevant, at hearing

- 11) **However, before I purchased this property the service was turned off to the building.**

Admitted in part and denied in part. Penelec incorporates herein its response to paragraph 10 above. After reasonable investigation, Penelec is without information or knowledge sufficient to form a belief regarding the truth of whether or not any other utility service was provided to the shed and demands proof thereof, if relevant, at hearing.

- 12) I could see that there had been a meter on the building because there was a box still attached to the shed but the meter had been removed.**

Admitted in part and denied in part. Penelec incorporates herein by reference its response to paragraph 10 above. After reasonable investigation, Penelec is without information or knowledge sufficient to form a belief regarding the truth of what the Complainant saw and demands proof thereof, if relevant, at hearing.

- 13) I asked the man who was doing the mark out about the old box and he showed me that there was no reading indicating that there was power underground.**

Denied. It is specifically denied that (i) the Complainants asked the De-Tech representative about the existing meter box or (ii) said representative advised or showed the Complainants there was no evidence that electric facilities were located underground.

- 14) He did not put paint or flags to indicate that this was a no dig zone.**

Admitted. It is admitted that the De-Tech representative did not mark the Service Location, except in the area requested by Pet Safe for the installation of the invisible fence. Penelec incorporates herein its response to sentence 7 above.

- 15) When we were changing the grade of the soil at our property on 12/18/04 a power line in that location was hit.**

Admitted in part and denied in part. It is admitted that on December 18, 2004, the Complainants contacted the Company to report that they were experiencing an electric outage. It is further admitted that when the Penelec personnel responded to the outage, it was discovered that an electric service wire had been contacted by the excavation equipment being used by the Complainants. After reasonable investigation, Penelec is without information or knowledge sufficient to form a belief regarding the truth of the purpose of the Complainants' excavation work on their property and demands proof thereof, if relevant, at hearing.

16) We immediately called in a damage report and First Energy responded.

Admitted in part and denied in part. It is admitted that the Complainants contacted the Company and it responded. Penelec incorporates its response to sentence 15 above. After reasonable investigation, Penelec is without information or knowledge sufficient to form a belief regarding the truth of whether the Complainants contacted the Company "immediately" and demands proof thereof, if relevant, at hearing.

17) When the Pennelec[sic] employees arrived we were upset by the occurrences and they informed us that the wire which we hit had not been live.

Denied. It is specifically denied that the electric service wire struck by the Complainants was not electrified. After reasonable investigation, Penelec is without information or knowledge sufficient to form a belief regarding the truth of the averments contained in this sentence and demands proof thereof, if relevant, at hearing.

18) That it was an old line that was still connected to the transformer.

Admitted in part and denied in part. It is admitted that the electric service wire struck by the Complainants was still connected to the Company's transformer. After reasonable investigation, Penelec is without information or knowledge regarding the vintage of the electric service wire and demands proof thereof, if relevant, at hearing.

- 19) They further explained that it was the jolt from the bulldozer that caused the breaker to trip.**

Admitted. It is admitted that when the Complainants' excavation equipment hit the underground electric service wire, it caused the transformer serving the Service Location to trip resulting in an electric service outage.

- 20) They flipped the transformer back on and asked if we would like them to cut the line from the transformer which we agreed was best.**

Admitted in part and denied in part. It is admitted that the Penelec service men restored electric service to the Service Location and disconnected the service wire at the pole. After reasonable investigation, Penelec is without information or knowledge sufficient to form a belief regarding the truth of what the Complainants "...agreed was best" and demands proof thereof, if relevant, at hearing.

- 21) While they were here we mentioned to them that we had asked Pennelec[sic] to remove the Street light that was on that pole and that if it would save them a trip they could remove it now. They did so.**

Admitted in part and denied in part. It is admitted that while the Penelec service men were at the Service Location on December 18, 2004, they also disconnected an unwanted street light at the Service Location. After reasonable investigation, Penelec is without information or knowledge sufficient to form a belief

regarding the truth of the remaining averments in this sentence and demands proof thereof, if relevant, at hearing.

22) In March we received a bill stating that we were responsible for the damages that occurred.

Admitted. It is admitted that in accordance with Rule 10 of Penelec's Tariff, a customer is responsible for "...the full cost of inspection, repairs, and/or replacement of all such facilities/property that may be damaged due to a Customer's negligence." Electric Pa. P.U.C. No. 77, Rule 10, Original Page 41, Effective: January 1, 1999 ("Tariff Rule 10"). Further, it is admitted that Penelec sent an invoice to the Complainants, dated March 11, 2005, in the amount of \$757.19 for the labor, equipment, and miscellaneous costs for repairing the damage to the Company's underground service wire. ("Damage Cost")

23) We were invoiced for 13.25 man hours, 5.5 hours for the truck, and \$12.50 for miscellaneous materials.

Admitted. It is admitted that the Damage Cost included 13.25 labor hours, 5.5 hours for the utility truck and \$12.50 for miscellaneous charges.

24) I do not know what the miscellaneous materials could have been since there were no materials used.

Denied. After reasonable investigation, Penelec is without information or knowledge sufficient to form a belief regarding the truth of what the Complainants know and demands proof thereof, if relevant, at hearing.

25) In reference to the time that we were billed for, I was told by the service men (there were 2 of them) that the trip had taken them 1 hour and 45 min. and they were here for only about 15 min.

Denied. After reasonable investigation, Penelec is without information or knowledge sufficient to form a belief regarding the truth of what the

service men told the Complainants and demands proof thereof, if relevant, at hearing. It is averred that each of the service men billed 5.50 hours for their visit to the Service Location on December 18, 2004 which includes time for set-up, travel, and work at the Service Location. It is further averred that the Service Location is approximately two hours from the nearest Penelec office and the Penelec service men spent approximately one-half hour at the Service Location.

26) By my calculation that equates to 7.5 total hours.

Denied. After reasonable investigation, Penelec is without information or knowledge sufficient to form a belief regarding the truth of the averments contained in this sentence and demands proof thereof, if relevant, at hearing

27) I do not understand how First Energy arrived at a total of 13.25 hours of service.

Denied. After reasonable investigation, Penelec is without information or knowledge sufficient to form a belief regarding the truth of what the Complainants understand and demands proof thereof, if relevant, at hearing.

28) We apologized for the inconvenience to each of the men and they informed us that they were on duty until 11 pm that day and it was no inconvenience to them at all.

Admitted in part and denied in part. It is admitted that the Penelec service men who went to the Service Location on December 18, 2004 were on duty at the time. It is further admitted that the Penelec service men were on duty until 11 p.m. on December 18, 2004. After reasonable investigation, Penelec is without information or knowledge sufficient to form a belief regarding the truth of the remaining averments contained in this sentence and demands proof thereof, if relevant, at hearing.

29) I understand that First Energy wants to recoup their cost for this service but I feel their bill is inaccurate.

Denied. It is specifically denied that the Damage Cost is inaccurate. On the contrary, the Damage Cost was calculated in compliance with Tariff Rule 10. After reasonable investigation, Penelec is without information or knowledge sufficient to form a belief regarding the truth of what the Complainants' understand and demand proof thereof, if relevant, at hearing.

30) Further more I do not feel that I am in anyway responsible for this damage.

Denied. After reasonable investigation, Penelec is without information or knowledge sufficient to form a belief regarding the truth of what the Complainants feel and demand proof thereof, if relevant, at hearing. It is averred that the Complainants violated the Underground Utility Line Protection Act by failing to contact PA One regarding their proposed excavation work. 73 Pa. C.S. §§ 176, *et seq.* Thus, the Complainants are liable for the damage they caused to Penelec's electric facilities.

31) My property had been marked out fully before this damage occurred.

Admitted in part and denied in part. It is admitted that the Service Location had been marked out fully for the installation of the invisible fence *per the request of Pet Safe* in accordance with the Underground Utility Line Protection Act. It is specifically denied that the Service Location was marked for the excavation undertaken by the Complainants on December 18, 2004. Penelec incorporates by reference herein its response to sentence 7 above.

32) As a homeowner I had no way of knowing that there needed to be a separate ticket number in my name for the excavation even though the work was to be done in the same area and in the same time frame as the work by PetSafe[sic].

Denied. It is specifically denied that the excavation work undertaken by the Complainants on December 18, 2004 encompassed the same area and time frame as the installation of the invisible fence by Pet Safe. Penelec incorporates its response to sentence 7 above. After reasonable investigation, Penelec is without information or knowledge sufficient to form a belief regarding the truth of the averments of what the Complainants knew or did not know and demands proof thereof, if relevant, at hearing.

33) I was not informed of this fact by Detech's representative.

Admitted. It is admitted that the De-Tech representative did not inform the Complainants that they had to place a call to PA One for any other type of excavating work that would be completed at the Service Location. It is averred that the De-Tech representative had no reason to provide the Complainants with this information. Penelec incorporates herein its response to sentence 6 above.

34) He had actually asked me not to call again as this would only cause him to be dispatched again to my location.

Denied. It is specifically denied that the De-Tech representative told the Complainants not to contact Pa One. Indeed, it is averred that De-Tech is compensated for each PA One ticket that it responds to.

35) He further expressed to me that this was not necessary and that it was a 2.5 hour trip for him to come here from his location.

Denied. Penelec incorporates herein by reference its response to sentence 34 above.

36) Just this past week (7/8/2005 9:45 am) on an unrelated matter one of First energy's electrical engineers was

dispatched to my residence to discuss the location of a garage which we hope to construct this fall.

Admitted. It is admitted that on July 8, 2005 a Penelec engineer went to the Service Location to discuss the location of a garage.

37) When we questioned him about the matter of the unmarked power line he told us that Pennelec[sic] keeps records on file of all lines after the meters have been removed for 13 months.

Admitted in part and denied in part. It is admitted that the Complainants questioned the Penelec representative regarding the damaged electric service wire. It is specifically denied that the Penelec representative told the Complainants that Penelec keeps records of all lines after the meters have been removed for 13 months.

38) After 13 months the line is then cut if reconnection is not needed by the homeowner.

Denied. It is specifically denied that it is the Company's policy or that the Penelec representative told the Complainants that it was the Company's policy to cut an electric service wire after 13 months if the meter is removed and is no longer needed by the electric service customer.

39) With this new information I feel that it was the responsibility of First Energy/Pennelec[sic] to disclose the location of this line to Detech, the mark out company, so that they could have completed their job fully and completely.

Denied. After reasonable investigation, Penelec is without information or knowledge sufficient to form a belief regarding the truth of what the Complainants feel and demands proof thereof, if relevant, at hearing.

40) I do not know when the meter was removed from the shed as I did not own the property at that time however,

the electric company should have either marked the line or cut it if it was never to be reconnected.

Denied. After reasonable investigation, Penelec is without information or knowledge sufficient to form a belief regarding the truth of the averments contained in this sentence and demands proof thereof, if relevant, at hearing.

41) In the latest correspondence from Kathryn M. Zweizg [sic] Sr. Administrative Assistance[sic] in Claims at First Energy, I was told that the line had been hot before it was hit.

Admitted. It is admitted that in a letter dated June 21, 2005 from Kathryn M. Zweizg, Senior Administrative Assistant – Claims, to the Complainants, the Company advised the Complainants that the electric service wire was electrified when it was damaged by the Complainants and such damage caused an electric outage at the Service Location.

42) This information I believe is false.

Denied. After reasonable investigation, Penelec is without information or knowledge sufficient to form a belief regarding what the Complainants believe and demands proof thereof, if relevant, at hearing

43) I have been told that I am responsible for the damage.

Admitted. Penelec incorporates herein by reference its responses to sentences 7 and 22 above.

44) Please investigate this matter and contact me about how my name will be cleared of this debt.

Denied. The allegations contained in this sentence constitute a prayer for relief to which no responsive pleading is required.

45) Sincerely, Jessica J. Barnes

Denied. The allegations contained in this sentence do not constitute factual averments to which any responsive pleading is required.

5. The allegations in this paragraph constitute a prayer for relief to which no responsive pleading is required.

6. Denied. After reasonable investigation, Penelec is without information or knowledge sufficient to form a belief regarding whether or not a Protection from Abuse order has been granted in favor of this Complainant and demands proof thereof, if relevant, at hearing.

7. Admitted. It is admitted that the Complainants have contacted the Company to discuss their complaint.

8. The allegations in this paragraph do not contain any factual averments to which any responsive pleading is required.

9. Not Applicable.

10. The allegations in this paragraph do not contain any factual averments to which any responsive pleading is required.

NEW MATTER

11. The Complainants struck Penelec's energized underground electric cable located at their property on December 18, 2004 during an excavation project.

12. Prior to striking Penelec's energized underground electric cable located at their property, the Complainants had not familiarized themselves with the location of such underground facilities.

13. The Complainants failed to comply with the requirements of the Underground Utility Line Protection Act by not contacting PA One to report the

excavation work they would be doing on December 18, 2004 when Penelec's electric service facilities were damaged. 73 Pa. C.S. §§ 176, *et seq.*

14. In accordance with Tariff Rule 10, a customer is responsible for "...the full cost of inspection, repairs, and/or replacement of all such facilities/property that may be damaged due to a Customer's negligence." Electric Pa. P.U.C. No. 77, Rule 10, Original Page 41, Effective: January 1, 1999.

15. The Company issued an invoice to the Complainants in the amount of \$757.19 for the costs to repair the damaged underground electric cable in accordance with Tariff Rule 10.

16. The Complainants have failed and refused to pay Penelec the amount due on the invoiced referenced in paragraph 15 above.

17. At all times relevant to this Complaint, the Company has acted reasonably, appropriately and in a manner fully consistent with its duly-filed and Commission-approved tariff, the Public Utility Code and the Commission's regulations

WHEREFORE, Pennsylvania Electric Company hereby requests that the Complaint of Jessica and Ernest Barnes be dismissed with prejudice.

Respectfully submitted,

Dated: September 26, 2005

Alan Michael Seltzer

Alan Michael Seltzer

Jeffrey A. Franklin

Bridgid M. Good

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