

November 10, 2014

Via Electronic Filing

Rosemary Chiavetta, Esquire
Secretary
PA Public Utility Commission
Commonwealth Keystone Building, 2 North
P.O. Box 3265
Harrisburg, PA 17105-3265

**Re: Docket No. C-2014-2434701
Ashley Harple v. Pennsylvania Electric Company
Penelec's Answer to Motion to Strike Notices of Termination**

Dear Secretary Chiavetta:

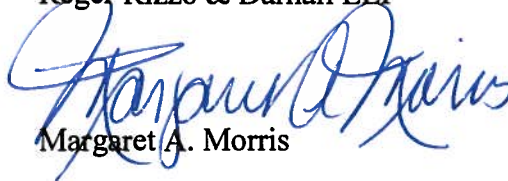
Attached for filing is Respondent, Pennsylvania Electric Company's Answer to Complainant's Motion to Strike Notices of Termination, in the above referenced proceeding.

A copy of the Answer has been forwarded to the Complainant's counsel in the manner indicated on the attached Certificate of Service.

If there are any questions, please contact me.

Very truly yours,

Reger Rizzo & Darnall LLP



Margaret A. Morris

MAM/jmm
Enclosure

cc: The Honorable Mark A. Hoyer, PA Public Utility Commission [w/enc.]
Lauren Lepkoski, Esquire, FirstEnergy Service Company [w/enc.]
James S. Ehrman, Esquire, Margolis Edelstein [w/enc.]

**Re: Docket No. C-2014-2434701
Ashley Harple v. Pennsylvania Electric Company
Penelec's Answer to Motion to Strike Notices of Termination**

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document has been served upon the person(s) on this service list, in the manner indicated, in accordance with the requirements of § 1.54 (relating to service by a participant).

Via Electronic Mail

James S. Ehrman, Esquire
Margolis Edelstein
525 William Penn Place
Suite 3300
Pittsburgh, PA 15219
jehrman@margolisedelstein.com

Dated: November 10, 2014


Margaret A. Morris, Esq.

This Motion purports to be a procedural pleading when it is clearly an attempt to sanction the Complainant's position that she is entitled to the benefits of continued electric service without making any payment while her Complaint and Amended Complaint are pending before the Commission. The Complainant offers no legal support to strike unidentified termination notices¹ and her position that until an order is issued on the underlying Complaint and Amended Complaint, the Respondent is prohibited from lawfully issuing any termination notice. Chapters 14² and 56³ clearly authorize termination for the non-payment of undisputed current charges.

The Respondent avers that the Complainant's alleged dispute of "current and future charges" is not good faith; her "dispute" continually changes. In response to a 10-day termination notice, dated March 30, 2014, Counsel for the Complainant contacted the Commission's Bureau of Consumer Services (BCS) on April 3, 2014 stating that he did not understand the Complainant's bill and wanted it checked for accuracy. On June 11, 2014, the Complainant personally contacted BCS to state that she noticed her bill had charges from an electric generation supplier (EGS) but "*she is more than willing to pay Penelec's portion of the bill*, but that does not believe she should have to pay the EGS portion." [Emphasis added.] BCS denied the request for a payment arrangement and dismissed the Informal Complaint finding the Company's proposed termination for arrears of \$3,195.97 was valid and that Complainant had not made a good faith effort

¹ Numerous lawful termination notices have been issued due to non-payment. The last 10-day notice was dated October 10, 2014 and the last 3-day notice was dated October 17, 2014.

² 66 Pa.C.S. § 1401, *et seq.*

³ 52 Pa. Code § 56.1, *et seq.*

regarding payment of her account.⁴ In response to a 10-day termination notice, dated July 24, 2014, the Complainant, *pro se*, filed her Formal Complaint disputing the EGS charges and alleging she was dismissed from the Company's Pennsylvania Low-Income Assistance Program (PCAP) for failure to pay the disputed EGS charges. Counsel for the Complainant filed the Amended Complaint challenging the designation of "user without a contract" and alleging, "bills submitted were inaccurate, incorrect and simply not understandable. Proof will be presented at the time of the hearing."

The Complainant has refused to provide any explanation why "current and future charges" are disputed. The Company, through the informal discovery process, sought clarification as to the Complainant's position. Several meetings and numerous emails were exchanged to address the Complainant's inquiry regarding the Company's calculation of the undisputed current charges since the April 2014 bill. Unfortunately, discussions were fruitless since Counsel had either: (1) not spoken to his client about "that issue"; and/or, (2) he did not have the file in front of him.

The Company, through the formal discovery process, sought an explanation as to what charges on the Complainant's monthly bills issued since April 2014 were disputed and the reason for the dispute. In response to the properly propounded interrogatories, the Complainant, on October 29, 2014, filed a Letter simply stating, "I am filing today an objection to the interrogatories." No other explanation was provided as required by Commission regulations.⁵ The Respondent avers that the

⁴ A copy of the BCS Decision No. 3216805, closed June 25, 2014, is provided as Attachment 1.

⁵ 52 Pa. Code § 5.342.

Complainant's actions of refusing to explain why current and future charges are disputed and the summary objection to the discovery requests without ANY explanation is a continuation of the bad faith behavior exhibited in this proceeding in violation of the Pennsylvania Public Utility Code (Code)⁶ and Commission regulations.⁷

The Respondent 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 (Opinion and Order entered January 4, 2002); *Angie's Bar v. Duquesne Light Co.*, 72 Pa. PUC 213 (1990). 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 Pa. PUC 215 (1985); *Mill v. Pa. Public Utility Comm'n*, 447 A.2d 1100 (Pa.Cmwlt. 1982).

Section 56.1(a)⁸ imposes an absolute obligation on the Respondent to "utilize the procedures in [Chapter 56] to effectively manage customer's account to prevent the accumulation of large, unmanageable arrearages," such as the Complainant's. As the Commission has stated, conduct similar to that of the Complainant's, thwarts the Company's efforts to collect payment for such services; and other customers, who dutifully and regularly provide payment for their utility service, must shoulder this expense, as unpaid bills are included in the utility's uncollectible expenses. *Cf.*, *Bolt v. Duquesne Light Co.*, 66 Pa. P.U.C. 463 (1988); *O'Toole v. The Bell Telephone Company of Pennsylvania*, Docket No. C-923964 (Final Order entered August 20, 1992).

⁶ 66 Pa. C.S. § 1406(a)(1).

⁷ 52 Pa. Code §§ 56.81(1) and 56.181(2).

⁸ 52 Pa. Code § 56.1(a).

The Motion must also fail procedurally as it either violates or ignores the Commission's Regulations for the filing of a motion. The Motion violates 52 Pa. Code §5.103(a) since it does not set forth the grounds and statutory or other authority upon which it relies. The Motion violates 52 Pa. Code §5.103(b) since it lacks the mandatory notice that a responsive pleading must be filed within 20 days of the date of service of the motion. The Motion violates 52 Pa. Code §5.1.31(b) since documents referenced or relied upon are not identified or attached.

In response to the specific allegations of the Motion, the Respondent represents as follows:

1. Admitted in part and denied in part. Admitted that the Company filed a Petition for Interim Emergency Order (Petition) on September 23, 2014 at Docket No. P-2014-2445062. Denied that the pleading is relevant to or part of this present Complaint docket; the Petition speaks for itself.

2. Admitted in part and denied in part. Admitted that undisputed charges beginning with the April 2014 bill do not contain EGS charges, but must include the PCAP subsidy. Denied that the Complainant's characterization of the purpose for the Petition or selected quotes from the Petition are accurate; the Petition speaks for itself.

3. Denied that the Petition requested an order to be entered on “all disputed and undisputed charges requiring immediate payment.” The Petition speaks for itself.

4. Admitted in part and denied in part. Admitted that a hearing was held on the Petition on October 3, 2014, and that later that day the Company requested the Petition be withdrawn. Denied that Respondent filed an order withdrawing the Petition or that the Petition is relevant to the present proceeding.

5. Admitted in part and denied in part. Admitted that the Complainant stated in her Answer to the Petition that she alleged a dispute as to current charges based upon the Complainant’s proposed exhibits in the Petition Docket when compared to the Company’s calculation set forth on Attachment 4 to the Petition. Denied that the Complainant’s position in her Answer was a continuing “dispute.” The Company timely and clearly responded to the inquiry regarding its calculations; Complainant never advised, despite several requests from the Company, why she was disputing all bills to be issued and the reason for that position. In fact, as discussed *supra*, the Complainant objects to the Company’s properly propounded Discovery without any explanation other than “I object.”

6. Admitted that there are undisputed current charges that the Complainant has not paid while continuing to enjoy uninterrupted electric service.

7. Denied that the usage charges to be *billed in the future* are disputed and remain disputed until a hearing and decision has been issued. The Complainant presents no legal support for her position and is contrary to the letter and spirit of Chapter 56.

8. Denied that the Company's action in pursuing collections for unpaid current charges that are not disputed in good faith violates the "Pennsylvania Code where there has been a formal complaint filed." By way of further response, Respondent avers that the Complainant cannot dispute all charges for every bill issued during the pendency of a formal complaint. The Respondent further avers that the Complainant is receiving service and is not entitled to continue to receive service without any payment whatsoever for an undetermined period of time. Denied that 52 Pa. Code §56.81 states that "a notice mailed or delivered to Complainant under such circumstances are void."

9. Denied that the Company "skirted" the lawful process by the withdrawing the Petition and not seeking "an order" send a termination notice. The Complainant presents no legal support for her position that an order is required to begin the collection process for unpaid current charges.

10. Denied that termination notices sent to the Complainant for failure to pay undisputed charges is a violation of 52 Pa. Code §56.81. Admitted that 52 Pa. Code §56.81(a) specifically authorizes that a utility may notify and terminate service to a customer after notice for nonpayment of an undisputed delinquent account.

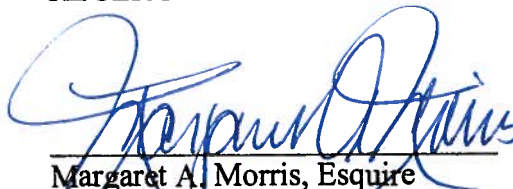
11. Denied that the termination of service during the pendency of the formal complaint proceeding is a “taking without the opportunity to be heard and in violation of due process.” The Complainant has provided no legal support for the position that her general statement that “charges up to the present and continuing until a hearing and decision in this matter has been rendered are disputed” constitutes a good faith dispute without any explanation/rationale.

12. Denied that termination of the Complainant’s service until a decision in this matter has been issued would be the basis for sanctions, including reasonable attorney’s fees and costs. The Complainant’s blanket assertion that prohibits ANY termination until the present proceeding is concluded is not supported by the Code or Commission regulations; the Complainant has provided no legal support for her position.

WHEREFORE, Respondent, Pennsylvania Electric Company, respectfully requests that the Motion to Strike Defendant’s [sic] Notices of Termination filed by Ashley Harple be denied in its entirety.

Very truly yours,

REGER RIZZO & DARNALL LLP



Margaret A. Morris, Esquire
Attorney I.D. # 75048
Cira Centre, 13th Floor
2929 Arch Street
Philadelphia, PA 19104

Dated: November 10, 2014

(215) 495-6524 (voice)
(215) 495-6600 (fax)
mmorris@regerlaw.com

Counsel for Pennsylvania Electric Company

**Docket No. C-2014-2434701
Ashley Harple v. Pennsylvania Electric Company**

Attachment 1

**BCS Report 3216805
Closed: June 25, 2014**

Opening Data Report Case # 3216805
Company Name: PENELEC (FIRST ENERGY)

Customer Information

First Name:	ASHLEY	Last Name:	HARPLE
Account Number:	100101363842		
Service Address			
Address 1:	150 THIRD ST		
Address 2:			
City:	FALLS CREEK	State:	PA
Postal Code:	15840-		
Home Phone:	(412)-3554980	Work Phone:	()-
Service Class:	RESIDENTIAL		
Mailing Address			
Address 1:	525 WILLIAM PENN PLACE		
Address 2:			
City:	PITTSBURGH	State:	PA
Postal Code:	15219-		
Family			
Adults:	2	Family Size:	
Children:	1	Age:	
General			
Date Opened:	04/03/2014	Received Date:	04/03/2014
Date Closed:	06/25/2014		

Assigned To:

Assigned To: Max S Webb/FirstEnergy

Case Information

Prior Case #:		Term Date:	
Arrearage:	\$0.00		
Case Origin:	E-MAIL	Univ. Service:	M
Income Amount:	\$1667.00	Source:	INCOME
Reason for Contact:	DO NOT SELECT - AUTOMATED CODE - CHALLENGED STRAIGHT PAR (#73)		
Business Name:	JAMES EHRMAN		
Case Problem:			
Company Position:	03/30/2014 10 DAY SHUT OFF NOTICE		
Related Information:	STATES DOESNT UNDERSTAND BILL & WANTS IT CHECKED FOR ACCURACY; WANTS PAR-----REVISED 6/11/2014 ASHLEY HARPLE CALLED TO SAY THAT SHE NOTICED SHE HAS A SUPPLIER FOR PENELEC. IT IS NORTH AMERICAN POWER. CU SAID THAT PENELEC TOLD HER THEY SENT HER A NOTICE THAT SHE WAS WITH NORTH AMERICAN POWER TELLING HER TO CANCEL. CU SAYS SHE WAS SLAMMED BY NORTH AMERICAN POWER. CU SAYS SHE IS MORE THAN WILLING TO PAY PENELEC'S PORTION OF THE BILL BUT DOES NOT NOT BELIEVE SHE SHOULD HAVE TO PAY NORTH AMERICAN POWER PORTION OF THE BILL SINCE SHE NEVER SIGNED UP WITH THEM. PENELEC SENT CU A LETTER OFFERING HER AN EXTENTION UNTIL TOMORROW. PENELEC SAID THEY PURCHASED BALANCE FROM NORTH AMERICAN POWER. CU SAYS SHE DID NOT GIVE AUTHORIZATION TO DO THIS. CO SAID THAT THEY DID NOT NEED HER AUTHORIZATION TO DO THIS. CU HAS CONTACTED AN ATTORNEY AT THIS TIME. BALANCE IS NOW \$4000.		
Case Misc. Info:			
Hot Issue:			

Other Info

BCS Inv. First Name:	JAMES	BCS Inv. Last Name:	WHITE
BCS Invest. Phone:	(717)-7874348	BCS Fax:	()-
BCS. Int First Name:	NICOLE	BCS. Int Last Name:	LIPSCOMB

Status

Status: Closed

Closing Data Report Case # 3216805
Company Name: PENELEC (FIRST ENERGY)

Customer Information

First Name:	ASHLEY	Last Name:	HARPLE
Account Number:	100101363842		
Service Address			
Address 1:	150 THIRD ST		
Address 2:			
City:	FALLS CREEK	State:	PA
Postal Code:	15840-		
Home Phone:	()-	Work Phone:	()-
Mailing Address			
Address 1:			
Address 2:			
City:		State:	
Postal Code:	-		
Family			
Adults:		Family Size:	
Children:		Age:	
General			
Date Opened:	04/03/2014	Received Date:	06/25/2014
Date Closed:	06/25/2014		
Complete in SAP:	<input checked="" type="checkbox"/> Yes	Date Complete in SAP:	06/26/2014

Assigned To:**Assigned To:** Max S Webb/FirstEnergy**Case Information**

Decision Issue: Y	Oral Written: W
Violation: NO	Chapter:
Section Rule:	
Balance Date: 06/09/2014	Head Date: 06/27/2014
Bill Date:	Serv. Continue Date:
Total Balance: \$9,097.00	Serv. Restore Pay: \$0.00
Sp. Budget Amt.: \$0.00	Rg. Budget Amt.: \$485.00
Serv. Continue Amt. \$3,196.00	Arrears Pay Plus: \$0.00
Final Monthly Pay: \$0.00	Current Monthly Pay: \$0.00
End Monthly Pay: \$0.00	Reconnect Amt.: \$0.00
Pay Amt.: \$0.00	
Terms:	
Paragraph:	
Letter Desc:	BLANK LETTER - DECISION
Resolution:	CASE DISMISSED PER 1405C. NO GOOD FAITH EFFORT MADE WITH PCAP ARREARS OF 3983.04. TO PREVENT TERMINATION THE UTILITY REQUIRES 3195.97 ON 9097.11 BALANCE.

Other Info

BCS Inv. First Name: JAMES	BCS Inv. Last Name: WHITE
BCS Invest. Phone: ()-	BCS Fax: (717)-7876641
BCS. Int First Name:	BCS. Int Last Name: