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March 30, 2015

**VIA ELECTRONIC FILING**

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

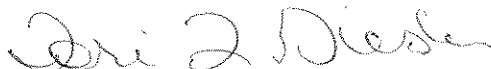
**Re: Iesha Mull v. Metropolitan Edison Company**  
**Docket No. F-2015-2466606**

Dear Secretary Chiavetta:

Enclosed please find the Motion for Summary Judgment of Metropolitan Edison Company with regard to the above-captioned matter. This document has been served on the Complainant as shown in the Certificate of Service.

Please contact me if you have any questions regarding this matter.

Very truly yours,



Tori L. Giesler

krak  
Enclosures

c: As Per Certificate of Service

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**IESHA MULL**

v.

**METROPOLITAN EDISON  
COMPANY**

:  
:  
: **DOCKET NO. F-2015-2466606**  
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**NOTICE TO PLEAD**

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TO: Iesha Mull

Pursuant to 52 Pa. Code § 5.102(a), 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 within **twenty (20)** days from service of this Notice, the facts set forth by Metropolitan Edison Company in the Motion 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:**

Tori L. Giesler  
Metropolitan Edison Company  
2800 Pottsville Pike  
P.O. Box 16001  
Reading, Pennsylvania 19612-6001

Dated: March 30, 2015



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Tori L. Giesler

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

<b>IESHA MULL</b>	:	
	:	
v.	:	<b>Docket No. F-2015-2466606</b>
	:	
<b>METROPOLITAN EDISON COMPANY</b>	:	

**MOTION FOR SUMMARY JUDGMENT OF  
METROPOLITAN EDISON COMPANY**

TO THE PENNSYLVANIA PUBLIC UTILITY COMMISSION:

AND NOW, Metropolitan Edison Company (“Met-Ed” or the “Company”), by and through Tori L. Giesler, files this Motion for Summary Judgment (“Motion”) 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, Met-Ed seeks the dismissal of the Complaint filed with the Commission at the above-captioned docket (“Formal Complaint”) by Iesha Mull (“Complainant”) because, as a matter of law, there is no genuine issue of material fact and the Commission cannot grant the sole relief requested by the Complainant for a more favorable payment arrangement than that which was afforded to her by the Commission’s Bureau of Consumer Services (“BCS”).

2. The Company recognizes that the Commission generally disfavors dismissing and/or deciding customer *pro se* formal complaints without providing the complainant with an opportunity to participate in a hearing. *Carlock v. The United Tel. Co. of Pa.*, Docket No.

F-0063617 (Order entered July 14, 1993). However, after consideration of the undisputed facts specified in the affidavit accompanying this Motion and even assuming the Complainant could demonstrate reduced or no income at hearing, there is no genuine issue of material fact to be addressed at hearing and the Company is clearly entitled to relief as a matter of law.

3. The Formal Complainant has not and cannot show that the Company committed any act or omission in violation of a Commission statute, regulation or order, or Met-Ed's tariff. Further, there are no facts that could be produced at hearing which would enable the Commission to grant the Complainant's sole request for relief. Therefore, as a matter of law, the Formal Complaint must be dismissed with prejudice. In support of this Motion, Met-Ed has attached hereto, and incorporates by reference herein, the Affidavit of Tammy Taylor, Senior Business Analyst for the Corporate Compliance Department ("Taylor Affidavit").

## **II. Factual Background**

4. Met-Ed is an electric distribution company that is certificated as a public utility in Pennsylvania and that provides retail residential electric service to 777 Court Street, Apartment 606, Reading, Pennsylvania 19601 (the "Service Location"). Taylor Affidavit 5.

5. On March 20, 2014, the Complainant began receiving residential retail electric service at the Service Location under account number 100107905992 ("Account"). Taylor Affidavit 6.

6. Since opening her account with the Company, the Complainant has not consistently paid her bill in full and on time each month and, therefore, has accrued a past due balance. Taylor Affidavit 7.

7. On December 4, 2014, the Complainant filed an informal complaint with the BCS at Case No. 3311504 requesting a payment arrangement. Taylor Affidavit 8.

8. Based upon the income information provided by the Complainant, the BCS determined the Complainant to be a Level 1<sup>1</sup> customer and, therefore, entitled to the maximum length of a payment arrangement to be afforded with an amortization period of no more than five years as set forth in Section 1405(b)(1). 66 Pa.C.S. § 1405(b)(1). Taylor Affidavit 9.

9. On December 5, 2014, a decision was issued wherein the BCS established a payment arrangement for the Complainant of budget billing plus \$15.00 for a total of \$133.00 per month beginning January 2015. Taylor Affidavit 10.

10. The Complainant's budget billing amount at the time of the BCS decision was \$118.00. Taylor Affidavit 11.

11. As of the date of filing of the Answer and New Matter, the Complainant's balance was \$878.92. Taylor Affidavit 12.

12. At \$15.00 per month, it would take the Complainant five years to pay off the past due balance. Taylor Affidavit 13.

13. On or about January 26, 2015, the Complainant timely appealed the BCS decision and filed the Formal Complaint. On February 10, 2015, the Formal Complaint was served upon the Company. The Formal Complaint alleges that the payment arrangement provided to the Complainant by the BCS was not affordable due to her "other bills and taking care of [her] 6 year old niece full time." Taylor Affidavit 14.

14. The sole relief requested by the Complainant is a payment arrangement "under a hundred dollars or close to it." Taylor Affidavit 15.

15. On March 2, 2015, Met-Ed filed an Answer and New Matter to the Formal Complaint. Taylor Affidavit 16.

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<sup>1</sup> Pursuant to Section 1405(b)(1), a Level 1 customer is defined as a household with gross monthly income level not exceeding 150% of the Federal poverty level. 66 Pa.C.S. § 1405(b)(1).

### III. Argument

#### A. Legal Standard for Summary Judgment

16. 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. Unlike a motion for judgment on the pleadings, upon which the Commission's judgment is restricted to the pleadings, a motion for summary judgment may be based on the pleadings, depositions, answers to interrogatories, admissions and supporting affidavits. 52 Pa. Code § 5.102(c). The presiding officer will 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)(l).

17. The Commission's preliminary motion practice is analogous to Pennsylvania civil practice regarding preliminary objections. See *Equitable Small Transportation Intervenors v. Equitable Gas Company*, Docket No. C-00935435 (July 18, 1994). When deciding whether a motion for summary judgment should be granted, the Commission must view the record in the light most favorable to the non-moving party, giving that party the benefit of all reasonable inferences. *First Mortg. Co. of Pa. v. McCall*, 459 A.2d 406 (Pa. Super. 1983); *Sanchez v. Phila. Housing Auth.*, 611 A.2d 346 (Pa. Cmwlth. 1992). All doubts as to the existence of a genuine issue of material fact must be resolved against the moving party. *Thomson Coal Co. v. Pike Coal Co.*, 412 A.2d 466 (Pa. 1979).

18. The Public Utility Code, 66 Pa.C.S. § 101 *et seq.* ("Code") provides that "...any person...may complain in writing, setting forth any act or thing done or omitted to be done

by any public utility in violation, or claimed violation, of any law which the Commission has jurisdiction to administer, or any regulation or order of the Commission.” See 66 Pa.C.S. § 701.

19. Section 703 provides that the Commission may dismiss any complaint without a hearing if, in its opinion, a hearing is not necessary in the public interest. 66 Pa.C.S. § 703(b). See also, 52 Pa. Code § 5.21(d).

20. Here, the pleadings, the Affidavit, and the exhibits attached thereto demonstrate that Met-Ed has committed no violation of the Code or any regulation or order of the Commission. There are no genuine issues of material fact and the Commission is unable to grant the Complainant’s sole request for relief and, therefore, Met-Ed is entitled to relief as a matter of law.

**B. The Payment Arrangement Granted to the Complainant is Consistent with the 66 Pa.C.S. § 1405(b)(1) and a Second or Different Payment Arrangement is Barred**

21. Based upon the income information provided by the Complainant, the BCS determined the Complainant to be a Level 1<sup>2</sup> customer and, therefore, the maximum length of a payment arrangement to be afforded is an amortization period of no more than five years as set forth in Section 1405(b)(1). 66 Pa.C.S. § 1405(b)(1).

22. The BCS payment arrangement directing Complainant to pay monthly budget bills plus \$15.00 will take the Complainant five years to pay off and is therefore consistent with Section 1405(b)(1). 66 Pa.C.S. § 1405(b)(1).

23. As a Level 1 customer, there is no statutory provision allowing for a longer amortization period than five years, even if the Complainant demonstrates a reduction in or total loss of income at hearing as compared to that which is on record today. 66 Pa.C.S. § 1405(d).

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<sup>2</sup> Pursuant to Section 1405(b)(1), a Level 1 customer is defined as a household with gross monthly income level not exceeding 150% of the Federal poverty level. 66 Pa.C.S. § 1405(b)(1).

24. Under these circumstances, the Complainant's request that she be granted a different or more advantageous payment arrangement is barred under Section 1405(b)(1). *See* 66 Pa.C.S. § 1405(b)(1).

25. The Company has the right to bill and receive payment for the utility service actually supplied.<sup>3</sup>

26. A public utility is entitled to full payment (at the currently approved tariff rate) for service provided to customers.<sup>4</sup>

#### **IV. Conclusion**

27. The Company fully complied with the Public Utility Code and Commission precedent in handling the Complainant's Account at the Service Location.

28. The Complainant has not alleged violations relating to any facets of the Company's provision of electric service.

29. In accordance with Section 5.102(d)(1) of the Commission's regulations, 52 Pa. Code § 5.102(d)(1), there are no genuine issues of material fact in the above-captioned proceeding and the Company is entitled to judgment in its favor as a matter of law.

30. Assuming all of the well-pleaded facts contained in the Formal Complaint are true, and despite any change in income that could be demonstrated at a hearing in this matter, the Complainant has not stated a claim within the Commission's jurisdiction to adjudicate because, as a matter of law, the Commission cannot provide the Complainant with a longer amortization period than the five years provided to her by the BCS in accordance with Section 1405(b)(1). *See* 66 Pa.C.S. § 1405(b)(1).

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<sup>3</sup> 66 Pa.C.S. § 1303; *Neal v. Phila. 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).

<sup>4</sup> *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. PUC*, 623 A.2d 1100 (Pa. Cmwlth. 1982).



WHEREFORE, Metropolitan Edison Company hereby requests that the Pennsylvania Public Utility Commission grant this Motion for Summary Judgment, dismiss the Formal Complaint of Iesha Mull with prejudice, and that the Commission grant the Company such other relief as is just and reasonable under the circumstances.

Respectfully submitted,

Dated: March 30, 2015



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Tori L. Giesler  
Attorney No. 207742  
FirstEnergy Service Company  
2800 Pottsville Pike  
P.O. Box 16001  
Reading, Pennsylvania 19612-6001  
(610) 921-6658  
[tgiesler@firstenergycorp.com](mailto:tgiesler@firstenergycorp.com)

Counsel for Metropolitan Edison Company

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**IESHA MULL**

v.

**METROPOLITAN EDISON  
COMPANY**

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**Docket No. F-2015-2466606**

**AFFIDAVIT OF TAMMY TAYLOR  
IN SUPPORT OF METROPOLITAN EDISON COMPANY'S  
MOTION FOR SUMMARY JUDGMENT**

I, Tammy Taylor, being duly sworn according to law, depose and say the following:

1. My name is Tammy Taylor, and my business address is 800 Cabin Hill Drive, Greensburg, Pennsylvania 15601.

2. I am employed by FirstEnergy Service Company as a Senior Business Analyst for the Corporate Compliance Department.

3. As a Senior Business Analyst in the Corporate Compliance Department, I am responsible for addressing and responding to informal and formal complaints filed against Metropolitan Edison Company ("Met-Ed" or "Company") and its' affiliated Pennsylvania electric distribution companies.

4. As part of my job responsibilities, I am familiar with, and regularly review, Met-Ed's business records relating to shared metering investigations, customer contacts with the Company, and the documents supplied by customers and maintained by Met-Ed in connection with the filing of informal and formal complaints with the Pennsylvania Public Utility Commission ("Commission").

5. Met-Ed is an electric distribution company that is certificated as a public utility in Pennsylvania and that provides retail residential electric service to 777 Court Street, Apartment 606, Reading, Pennsylvania 19601 (the "Service Location").

6. On March 20, 2014, the Complainant began receiving residential retail electric service at the Service Location under account number 100107905992 ("Account").

7. Since opening her account with the Company, the Complainant has not consistently paid her bill in full and on time each month and, therefore, has accrued a past due balance.

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14. On or about January 26, 2015, the Complainant timely appealed the BCS decision and filed a Formal Complaint with the Commission at the above-referenced docket ("Formal Complaint"). On February 10, 2015, the Formal Complaint was served upon the Company. The Formal Complaint alleges that the payment arrangements provided to the Complainant by the BCS was not affordable due to her "other bills and taking care of [her] 6 year old niece full time."

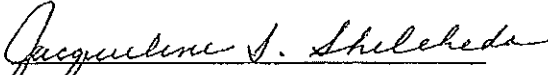
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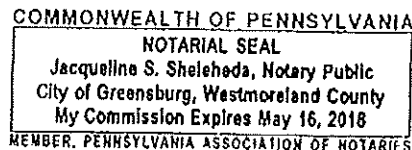
17. I am authorized to submit this Affidavit for and on behalf of Met-Ed and represent that the facts set forth herein are true and correct to the best of my knowledge, information and belief.

  
\_\_\_\_\_  
Tammy Taylor

Sworn and subscribed before me this 30th  
day of March, 2015.

  
\_\_\_\_\_  
Notary Public

My Commission Expires on:



**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**IESHA MULL** :  
 :  
 v. : **Docket No. F-2015-2466606**  
 :  
**METROPOLITAN EDISON COMPANY** :

**CERTIFICATE OF SERVICE**

I hereby certify that I have this day served a true copy of the Motion for Summary Judgment of Metropolitan Edison Company upon the individuals listed below, in accordance with the requirements of 52 Pa. Code § 5.61 (relating to service by a participant).

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

Iesha Mull  
777 Court Street, Apt. 606  
Reading, PA 19602

Dated: March 30, 2015



Tori L. Giesler  
METROPOLITAN EDISON COMPANY  
2800 Pottsville Pike  
P.O. Box 16001  
Reading, Pennsylvania 19612-6001  
(610) 921-6658  
[tgiesler@firstenergycorp.com](mailto:tgiesler@firstenergycorp.com)