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September 3, 2015

Via Electronic Mail

Thomas Kielbasinski, II
402 W Main Street, Rear
Somerset, PA 15501
Thomas_Kielbasinski@yahoo.com

**Re: Docket No. C-2015-2485657; BCS Decision No. 3351431
Thomas Kielbasinski v. Pennsylvania Electric Company
Settlement terms**

Dear Mr. Kielbasinski:

This will confirm our discussion yesterday regarding the settlement of the Informal and Formal Complaints that you filed with the Pennsylvania Public Utility Commission (PUC) against Pennsylvania Electric Company (Penelec), in the above-referenced proceedings. The Informal Complaint objected to Penelec's refusal on May 29, 2015 to establish an account in your name for service at 402 W. Main Street, Rear, Somerset, Pennsylvania (Service Location). The Formal Complaint sought a payment arrangement (PAR) for the delinquent balance in the name of Thomas Kielbasinski, (your father), at the Service Location under Account No. 100072530734.

You provided the following:

- Acceptable identification in the form of your valid Pennsylvania license that reflects your legal name, Thomas Kielbasinski II.
- The month-to-month lease between yourself, your father and Jeff Woodcock, the property owner of the Service Location.
- The household size is 2; the gross monthly income is \$3,500.

You agreed to the following:

- Accept responsibility for the outstanding balance, as of July 30, 2015, under Account No. 100072530734 in the amount of \$5,068.70.
- Make a good faith payment of \$100.00 on or before September 7, 2015 and provide me with the confirmation number.
- All issues arising from service provided by Penelec to the Service Location at the Service Location from the period July 28, 2007¹ until September 2, 2015 are resolved and forever waived.

¹ The date service was established in your father's name.

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- Pay the monthly bill for the amount stated on the bill and by the due date on the bill.
- Penelec is authorized to issue a 10-day termination notice to begin the termination process for any delinquent monthly charges.
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Penelec agreed to the following:

- Discontinue service in your father's name at the Service Location effective May 28, 2015.
- Establish service at the Service Location in your name effective May 29, 2015.²
- Enroll your account in budget billing.³
- Enter into a 12-month PAR for the outstanding balance of \$4,941.96.⁴ The terms are budget bill plus \$409.00 (Company PAR).
- The Company PAR will be effective with the due date set forth on your Initial Bill.
- Penelec will not offer another PAR to you. **It is critical that the payments (budget bill plus \$409.00) be made in full and on time so that the Company PAR does not default.** If the Company PAR defaults, the total outstanding balance will become due and payable. Penelec will begin the suspension and termination process if the account becomes delinquent.

Once your account is established, I will notify Judge Jandebour that the matter has been resolved and the hearing scheduled for September 9, 2015 is no longer required. I will file the Certificate of Satisfaction (CSAT) that we discussed which would terminate the matter before the PUC. You will be copied on the CSAT filing. **No further action is required on your part. If you do not agree to this, you have ten (10) days to object in writing as indicated on the enclosed Certificate of Satisfaction.**



² Penelec will establish the account in your name once you execute and return this letter and provide the confirmation number for the good faith payment.

³ The budget amount is reviewed quarterly and will be adjusted to reflect increases/decreases in the household's usage. Notice of any change in the budget amount is provided on the monthly bill prior to the new budget amount becoming effective.

⁴ The PAR balance reflects the payment of \$157.98 made on August 1, 2015 and the \$100.00 good faith payment.

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I am glad that the matter was amicably resolved.

Very truly yours,

Reger Rizzo & Darnall LLP

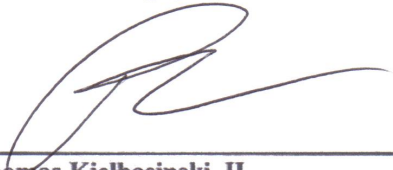

Margaret A. Morris

MAM/jmm

cc: Lauren Lepkoski, Esquire, FirstEnergy Service Company

I have reviewed and agree that the terms of the settlement as set forth in this letter fully resolve all issues and disputes related to the Informal and Formal Complaints for service provided to the Service Location as of September 2, 2015. I specifically acknowledge and agree that the filing of any informal or formal Commission complaint challenging charges for service prior to September 2, 2015 will not stay any lawful termination of service due to non-payment.

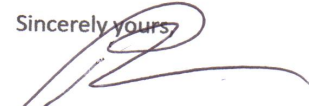
09/03/15
Date


Thomas Kielbasinski, II

Dear Larry Crayne PUC and OSA,

Why can't Columbia Gas of PA give me a payment plan like penelec did? I made a payment on this account and want to still make it good. I'm sending proof of an agreement that I signed with the Electric Company. Thanks for your attention in this matter.

Sincerely yours,



Thomas Kielbasinski