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October 27, 2017

Via Electronic Filing

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

Re: Respond Power LLC v. West Penn Power Company
Docket No. C-2017-

Dear Secretary Chiavetta:

Enclosed for electronic filing please find the Formal Complaint of Respond Power LLC with regard to the above-referenced matters. Copies to be served in accordance with the attached Certificate of Service.

Sincerely,



Karen O. Moury
KOM/lww
Enclosure

cc: Hon. David A. Salapa w/enc.
Certificate of Service w/enc.

CERTIFICATE OF SERVICE

I hereby certify that this day I served a copy of Respond Power, LLC's Complaint on the persons listed below in the manner indicated in accordance with the requirements of 52 Pa. Code Section 1.54.

Via Email and First Class Mail

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Via Email Only

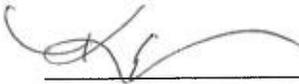
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akaster@pa.gov

October 27, 2017



Karen O. Moury, Esq.

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Respond Power LLC

v.

West Penn Power Company

:
:
:
:
:

Docket No.: C-2017-

NOTICE TO PLEAD

To: Tori Giesler, Esq.
FirstEnergy Service Company
2800 Pottsville Pike
PO Box 16001
Reading, PA 19612-6001
tgiesler@firstenergycorp.com

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bmcglinn@morganlewis.com

You are hereby notified to file a written response to the enclosed Formal Complaint of Respond Power LLC within twenty (20) days from service hereof or a judgment may be entered against you.

Respectfully submitted,



Karen O. Moury
PA Attorney I.D. # 36879
Eckert Seamans Cherin & Mellott, LLC
213 Market St., 8th Fl.
Harrisburg, PA 17101
717.237.6036
kmoury@eckertseamans.com

Dated: October 27, 2017

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Respond Power LLC	:	
	:	
v.	:	Docket No.: C-2017-
	:	
West Penn Power Company	:	

FORMAL COMPLAINT OF RESPOND POWER LLC

Pursuant to 66 Pa. C.S. § 701 and 52 Pa. Code §§ 5.21-5.22, Respond Power LLC (“Respond Power”) submits this Formal Complaint (“Complaint”) against West Penn Power Company (“West Penn” or “Company”) Tariff Electric Pa. P.U.C. No. 2S (“Supplier Tariff”) and the application of the clawback charge provision in Section 12.4.2(1) of the Supplier Tariff to Respond Power. Specifically, the Complaint alleges that the imposition of a clawback charge on Respond Power in the amount of \$68,039.41 on October 2, 2017 (“2017 clawback charge”), based on write-off data from September 1, 2016 through August 31, 2017 in connection with the Company’s Purchase of Receivables (“POR”) program, is unjust, unreasonable and unlawful. While the 2017 clawback charge was accruing, Respond Power did not receive any information from the Company regarding non-paying customers or write-off amounts and had no opportunity to make business decisions to manage the impact of the charge, on the basis of such information, including whether to return non-paying customers to default service. Moreover, the clawback charge is based on write-offs of amounts that were not paid by customers over a period of several months or even years before the twelve-month period ending August 31, 2017.

Additionally, the self-help remedy threatened by West Penn of withholding POR payments -for electric generation services already provided to customers - to offset the clawback charge that it has assessed against Respond Power is not authorized by the Supplier Tariff. Although undisputed balances are subject to late payment fees, billing disputes are to be dealt with promptly

in accordance with the dispute resolution procedures contained in the Supplier Tariff. Despite Respond Power's communication to West Penn of its dispute regarding the imposition of the clawback charge, West Penn has declined to discuss the dispute, provide requested supporting calculations or stay the payment date pending the outcome of the complaints filed by Respond Power against Pennsylvania Electric Company and West Penn concerning the imposition of 2016 clawback charges.¹

Respond Power respectfully requests that the Pennsylvania Public Utility Commission ("Commission") sustain this Complaint based upon the unjust, unreasonable and unlawful application of Section 12.4.2(l) of West Penn's Supplier Tariff through the imposition of the 2017 clawback charge on Respond Power. In support of this Formal Complaint, Respond Power respectfully represents the following:

I. THE PARTIES

1. Respond Power is an electric generation supplier ("EGS") licensed by the Commission to supply electricity or electric generation services to the public within the Commonwealth of Pennsylvania.²

2. The name and address of Respond Power's attorney is:

Karen O. Moury, Esquire
Eckert Seamans Cherin & Mellott, LLC
213 Market Street, Eighth Floor
Harrisburg, PA 17101
Phone: (717) 237-6036
Fax: (717) 237-6019
Email: kmoury@eckertseamans.com

¹ *Respond Power, LLC v. Pennsylvania Electric Company*, Docket No. C-2016-2576287, and *Respond Power, LLC v. West Penn Power Company*, Docket No. C-2016-2576292 (Complaints filed on November 17, 2016). This proceeding is currently pending in the Commission's Office of Administrative Law Judge, with hearings scheduled for December 13-14, 2017.

² *License Application of Respond Power LLC for Approval to Offer, Render, Furnish or Supply Electricity or Electric Generation Services as a Supplier of Retail Electric Power*, Docket No. A-2010-2163898 (Order entered August 19, 2010).

3. West Penn is an electric distribution company and default service provider (“DSP”) regulated by the Commission that provides electric distribution services and default generation services within a defined service territory in the Commonwealth of Pennsylvania pursuant to a certificate of public convenience issued by the Commission. West Penn is a subsidiary of FirstEnergy Corp and maintains a principal place of business at 2800 Pottsville Pike, P.O. Box 16001, Reading, Pennsylvania 19612-6001.

II. BACKGROUND AND APPLICABLE LEGAL REQUIREMENTS

4. Respond Power serves residential and commercial customers in West Penn’s service territory and has participated in West Penn’s POR program since 2013. The Company’s POR programs that were approved as part of the 2013-2015 Default Service Program and the 2015-2017 Default Service Program were non-recourse, meaning that West Penn fully purchased the EGSs’ receivables and then had no recourse with the EGSs to collect any amounts that West Penn was unable to recover through customer collection efforts.³

5. Consistent with Section 2807 of the Public Utility Code⁴ and Section 54.185 of the Commission’s regulations,⁵ West Penn filed its forward-looking 2017-2019 Default Service Program on November 3, 2015, which continued to include a POR program. However, by the 2017-2019 Default Service Program, West Penn proposed a clawback charge that would modify the POR

³ *Joint Petition of Metropolitan Edison Company, Pennsylvania Electric Company, Pennsylvania Power Company and West Penn Power Company for Approval of Their Default Service Programs*, Docket Nos. P-2011-2273650, P-2011-2273668, P-2011-2273669, P-2011-2273670, Opinion and Order entered August 16, 2012 (“2013-2015 Default Service Program”); and, *Joint Petition of Metropolitan Edison Company, Pennsylvania Electric Company, Pennsylvania Power Company and West Penn Power Company for Approval of Their Default Service Programs*, Docket Nos. P-2013-2391368, P-2013-2391372, P-2013-2391375, P-2013-2391378, Opinion and Order entered July 24, 2014 (“2015-2017 Default Service Program”). *See also* Supplier Tariff, Section 12.4.2.

⁴ 66 Pa. C.S. § 2807.

⁵ 52 Pa. Code § 54.185.

program that had been approved as part of the 2015-2017 Default Service Program by permitting the Company to recover from EGSs a portion of their uncollectible amounts.⁶

6. A Joint Petition for Settlement (“Settlement”) was filed by the parties on April 1, 2016, addressing the Company’s 2017-2019 Default Service Program, which contained a two-year clawback charge pilot that altered the terms of the POR program that was in effect as part of the Company’s 2015-2017 Default Service Program. A Recommended Decision of the Administrative Law Judge (“ALJ”) approving the Settlement was issued on April 29, 2016. By operation of law, the Commission entered a Final Order on May 19, 2016 (“May 19, 2016 Order”), adopting the ALJ’s Recommended Decision and approving the Settlement.

7. Respond Power was not a party to the Company’s 2017-2019 Default Service Program proceeding and was not aware that a clawback charge was being proposed or implemented that would fundamentally alter the terms of the 2015-2017 Default Service Program, resulting in clawback charges being imposed in September 2016 and September 2017. Respond Power did not become aware that a clawback charge would be assessed as a result of participation in the POR program that was part of the 2015-2017 Default Service Program until an invoice was received from West Penn on September 27, 2016.⁷

8. On October 28, 2016, West Penn filed a Supplier Tariff containing the clawback charge provisions with an effective date of August 1, 2016. By Secretarial Letter dated November 10, 2016, the Commission approved the Supplier Tariff, finding that it was in compliance with the

⁶ *Joint Petition of Metropolitan Edison Company, Pennsylvania Electric Company, Pennsylvania Power Company and West Penn Power Company for Approval of a Default Service Program for the Period Beginning July 1, 2017 through May 31, 2019*, Docket Nos. P-2015-2511333; P-2015-2511351; P-2015-2511355; and P-2015-2511356 (Recommended Decision served April 29, 2016; Final Order entered May 19, 2016) (“2017-2019 Default Service Program”).

⁷ The 2016 clawback charge is the subject of the complaint referenced in footnote 1.

Commission's May 19, 2016 Order. The Commission noted, however, that its approval was without prejudice to any formal complaints timely filed against the tariff.

9. Also, in approving the Settlement, the Commission acknowledged that the implementation of the clawback charge on a two-year pilot basis may lead to unintended consequences in the form of unreasonable assessments on EGSs. However, the Commission found that the terms of the Settlement adequately addressed those concerns by reserving the rights of all parties to propose modifications to or termination of the clawback charge and by recognizing that the Settlement is not intended to apply to other proceedings or to waive any parties' rights regarding those issues in future proceedings.⁸

10. On October 2, 2017, via electronic mail ("e-mail"), West Penn sent an invoice to Respond Power in the amount of \$68,039.41 for the 2017 clawback charge. In the e-mail transmitting the invoice, the Company explained that the 2017-2019 Default Service Program was the basis for the 2017 clawback charge. Also, in that e-mail transmission, the Company indicated that the invoice was due to be paid by October 31, 2017 and that a failure to remit payment by that due date would result in West Penn withholding POR payments.⁹

11. By e-mail dated October 8, 2017, Respond Power requested supporting calculations and monthly write-off amounts for the 2017 clawback charges. Although the Company has agreed to provide this information, it has not yet been received by Respond Power.

12. By e-mail dated October 24, 2017, Respond Power requested that the Company consider the invoice disputed on the basis of its informal communication and further suggested that

⁸ Recommended Decision at 31.

⁹ The e-mail and the invoice are attached as Appendix A. The invoice is dated September 29, 2017 and requires payment by October 29, 2017.

the dispute be held in abeyance pending the outcome of the 2016 clawback charge litigation referenced above. The Company declined this request by e-mail dated October 27, 2017.

13. Respond Power is filing this Complaint to trigger the Supplier Tariff's dispute provisions and avoid the withholding of the 2017 clawback charges from Respond Power's POR payments beginning on or around October 31, 2017, pending the resolution of this Complaint.¹⁰

14. A public utility's Commission-approved tariff, which includes a list of services, rules for service and rates for service offered by the utility, must be just and reasonable.¹¹

15. Complaints against existing tariffs and challenging the application of a tariff to an entity can be filed at any time.¹² Consistent with the Commission's May 19, 2016 Order approving the Settlement and for the reasons set forth herein, Respond Power is permitted to challenge the application of the clawback charge.¹³

16. The Commission has repeatedly taken steps to ensure that regulated companies do not engage in "self-help" remedies to resolve financial disputes with other service providers.¹⁴

III. ALLEGATIONS OF VIOLATIONS

17. Paragraphs 1-16 are incorporated herein by reference.

¹⁰ In 2016, the filing of a formal complaint filed by Respond Power triggered the Supplier Tariff's dispute provisions.

¹¹ 66 Pa. C.S. §§ 102, 1301-1303. See *Respond Power, LLC v. Pennsylvania Electric Company*, Docket No. C-2016-2576287, and *Respond Power, LLC v. West Penn Power Company*, Docket No. C-2016-2576292 (Order entered July 13, 2017, at 20) ("July 13, 2017 Order").

¹² See 66 Pa. C.S. §§ 701 and 1309; July 13, 2017 Order at 17-20.

¹³ See also *Borough of Lansdale v. PP&L, Inc.*, 426 F. Supp. 2d 264 (2006) (an entity that was not a party to a proceeding is not barred from raising an issue of fact or law in a subsequent proceeding).

¹⁴ See, e.g., *Buffalo-Lake Erie Wireless Systems Co., LLC Petition for Emergency Order*, Docket No. P-200902150008 (Order entered January 14, 2010); *Core Communications, Inc. v. Verizon Pennsylvania, Inc.*, Docket No. P-2011-2253650 (Order entered September 23, 2011).

18. This Complaint challenges the application of the Supplier Tariff and the imposition of the September 2017 clawback charge on Respond Power on the basis that it is unjust, unreasonable and unlawful.

A. Respond Power has been denied notice and an opportunity to be heard.

19. On November 3, 2015, West Penn filed its 2017-2019 Default Service Program to show how it would be – in the future – acquiring “electric generation supply at the least cost to customers over time for default service customers.”¹⁵ By their very nature, default service plans are forward-looking.¹⁶

20. Through the 2017-2019 Default Service Program, the Company sought to impose clawback charges on EGSs participating in the POR program that was approved by the 2015-2017 Default Service Program. Thus, even though the POR program had previously been approved without recourse, meaning that the Company fully purchased the EGSs’ accounts receivables without discount or other future remedies, the Company sought to modify their then-in-effect and Commission-approved program.

21. Although the 2017-2019 Default Service Program was served on EGSs, nothing about the description, nature, purpose or caption of the filing placed Respond Power on notice that it contained a proposal to retroactively change the POR program from a non-recourse program to a program that allowed the Company to get recourse from some EGSs. Indeed, Respond Power was unaware of the proposal of West Penn to retroactively change the POR program in which it was then participating. Therefore, Respond Power did not intervene in the proceeding.

¹⁵ 52 Pa. Code § 54.186(1).

¹⁶ 52 Pa. Code § 54.188.

22. Unlike some other EGSs who routinely participate in DSP proceedings, Respond Power has insufficient interest in the procurement of default service supply to justify expending the resources that would be necessary to litigate such issues. Had Respond Power been aware that West Penn was proposing to retroactively change the POR program in which it was then participating, it would have taken the necessary steps to protect its rights and raise legal and practical implications of such changes.

23. To ensure that Respond Power's due process rights were adequately protected, West Penn had an obligation to serve a stand-alone proposed Supplier Tariff filing or provide specific notice of the inclusion of proposed changes to its 2015-2017 POR program.

24. Moreover, prior to approval of the modification of the POR program that was in effect through May 31, 2017, the Commission was required to give affected parties notice and an opportunity to be heard under Section 703(g) of the Public Utility Code.¹⁷ Specifically, before deciding whether to modify the previously-approved 2015-2017 Default Service Program containing a non-recourse POR program, it was incumbent upon the Commission to adopt such proposal as a tentative order, affording affected parties notice and an opportunity to be heard. The failure of the Commission to do so has resulted in Respond Power being denied the due process rights to which it is entitled under Code Section 703(g).

25. Further, application of the clawback provision of the Supplier Tariff to Respond Power related to its participation in the POR program from June 1, 2015 through May 31, 2017 constitutes a retroactive change to the terms and conditions of the POR program and is therefore unlawful.¹⁸

¹⁷ 66 Pa. C.S. § 703(g).

¹⁸ See *Popowsky v. Pa. PUC*, 868 A.2d 606 (Pa. Cmwlth. 2004) (retroactive ratemaking is impermissible).

B. Imposition of the clawback charge on Respond Power is unjust, unreasonable and unlawful due to Respond Power's lack of access to information on which it is based and an inability to exercise control that would enable it to avoid or minimize the charge.

26. While the September 2017 clawback charge was accruing, Respond Power had no access to the identity of non-paying customers, no information regarding the unpaid amounts, no ability to engage in collection activities in an effort to avoid or minimize the clawback charge and no opportunity to control the Company's write-off practices or collection efforts.

27. The data utilized by the Company to determine whether to impose the clawback charge includes competitively sensitive information (*i.e.* the uncollectible expenses related to Respond Power and other EGSs) is only available to the Company. Respond Power has no ability to independently acquire this information.

28. Respond Power also has no information regarding uncollectible amounts related to its customers, including the identification of those non-paying customers, and therefore has no opportunity to engage in collection activities, offer customers more affordable plans or cancel the contracts and return the customers to default service. Moreover, the component of the Company's POR that precludes EGSs from denying service to residential customers for credit-related reasons exposes Respond Power to a risk of its customers not paying their charges.

29. In addition, Respond Power has no control over the Company's collection efforts or write-off practices. It is averred that the write-offs on which the 2017 clawback charge was based include supply charges that were billed to customers several months or years earlier. As such, the write-off amounts do not match the time period for the pricing information used to determine the applicability of the clawback charge. Also, Respond Power had no opportunity to demonstrate that the write-off amounts were higher than average due to a particular incident or set of circumstances.

30. Absent access to the information upon which the clawback charge is based, the opportunity to engage in collection efforts and the ability to exercise control over the Company's write-off practices and collection activities, Respond Power was unable to avoid or minimize the 2017 clawback charge. Therefore, imposition of the charge on Respond Power is unjust, unreasonable and unlawful.

C. The imposition of the clawback charge on Respond Power is an impermissible attempt to limit the prices charged by an EGS, rendering the charge unjust, unreasonable and unlawful.

31. The Company applies a two-pronged test to determine whether to assess clawback charges. The first prong of the test identifies those EGSs participating in the POR whose average percentage of write-offs, as a percentage of revenues over the twelve-month period ending August 31 each year, exceeds 200% of the average percentage of total EGS write-offs as a percentage of revenues per West Penn. The second prong of the test identifies EGSs, among those identified in the first prong, whose average price charged over the same twelve-month period exceeds 150% of the average price to compare for the prior twelve-month period.

32. The second prong of the test constitutes an impermissible attempt to limit the prices charged by an EGS. It is well-settled that the Commission may not regulate or impose limits on EGS pricing.¹⁹ By approving the clawback charge, the Commission has effectively imposed limits on EGS pricing. Specifically, any EGS whose write-offs reach a certain level (that is unbeknownst to them) are limited to charging those unidentified customers no more than 150% of the Company's price to compare, which effectively limits an EGS's pricing for all of the Company's distribution customers.

¹⁹ *Coalition for Affordable Utility Services and Energy Efficiency in Pennsylvania v. Pa. P.U.C.*, 120 A.3d 1087, 1094 (Pa. Commw. Ct. 2015), appeals denied, 136 A.3d 982 and 136 A.3d 983 (Pa. 2016), at 1102; *see also HIKO Energy, LLC v. Pa. P.U.C.*, 163 A.3d 1079, 1082, n.1 (Pa. Commw. Ct. 2017).

33. Permitting the Company to impose the 2017 clawback charge on Respond Power also facilitates the improper policing of EGS prices by the Company. This practice is contrary to the Commission's conclusions elsewhere that DSPs are not gatekeepers and are not responsible for enforcing the Commission's regulations against EGSs.²⁰

34. The imposition of price limits fails to consider the various factors that may result in EGS pricing being higher over the course of a particular year than the Company's price to compare. Specifically, this practice overlooks the fact that the Company's price to compare is established through a regulated process that is not based on current wholesale market prices.²¹ It also fails to recognize that consumers select higher EGS prices for a variety of reasons, including a preference to support a renewable product, a desire to obtain a gift card or reward points or an interest in locking in a fixed rate for a long period of time when the Company's price to compare is constantly fluctuating.

35. On the basis of the impermissible limitations placed on EGS prices and the failure of the clawback charge to consider all necessary factors in the EGS pricing process, its imposition on Respond Power is unjust, unreasonable and unlawful.

D. The invoice may contain errors and therefore violate the Supplier Tariff.

36. Respond Power has not received supporting calculations and a monthly write-off amounts that it has requested from West Penn.

²⁰ *EDC Customer Account Number Access Mechanism for EGS*, Docket No. M-2013-2355751 (Order entered July 17, 2013, at 38 (Commission declined to put EDCs in gatekeeper role of "policing" EGS actions)).

²¹ *See Investigation of Pennsylvania's Retail Electricity Market: End State of Default Service*, Docket No. I-2011-2237952 (Order entered February 15, 2013, at 24).

37. In attempting to replicate the charges on the invoice, Respond Power has been unable to verify that the September 2017 clawback charge has been accurately calculated per the Supplier Tariff.

38. Since Respond Power has been unable to replicate the amounts on the invoices, it avers that West Penn has made computational errors and imposed charges that violate the Supplier Tariff.

39. Therefore, Respond Power avers that imposition of the clawback charge is unjust, unreasonable and unlawful.

E. The self-help remedies that West Penn threatened to impose, of withholding POR payments from Respond Power, are not authorized by the Supplier Tariff.

40. The Supplier Tariff does not authorize West Penn to impose self-help remedies of withholding POR payments from Respond Power, particularly when the application of the clawback charge has been disputed.

41. Section 12.4.2 of West Penn's Supplier Tariff provides that the clawback charge will be billed to the EGS in accordance with Section 12.7 of the Supplier Tariff. Section 12.7 addresses the payment obligations of EGSs in accordance with the Electricity Supplier Fees Rider. Under Section 12.7.3, an EGS is only required to pay the undisputed portion of disputed bills under investigation. When EGSs make late payments, Section 12.7.4 authorizes the addition of a late fee of 2% per month on the unpaid balance.

42. Although Section 12.7.1 authorizes West Penn to withhold undisputed amounts outstanding on an EGS's unpaid balance in excess of thirty days, provides that POR payments will be subject to the clawback charge, it does not authorize West Penn to withhold a disputed clawback charge from the POR payments.

43. Section 18 of West Penn's Supplier Tariff requires West Penn and EGSs to use good faith and commercially reasonable efforts to informally resolve all disputes. If the designated representatives of West Penn and the EGS are unable to resolve the dispute, the matter may be referred by mutual agreement for mediation or submitted to arbitration. Section 18 does not restrict the rights of any part to file a complaint with the Commission

44. The Company has declined to provide supporting calculations and data that Respond Power has requested to verify the computation of the clawback charge or to engage in an informal dispute resolution process.

45. Rather than engaging in a dispute resolution process with Respond Power, West Penn has improperly sought to impose a self-help remedy that is not authorized by the Supplier Tariff by threatening to withhold disputed POR payments for electric generation services that have already been provided to retail customers by Respond Power.

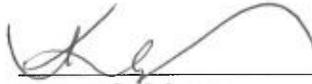
46. By threatening to withhold POR payments as an offset for the clawback charge and depriving Respond Power of an opportunity to engage in the dispute resolution process, the Company has violated its Supplier Tariff.

IV. REQUESTED RELIEF

Based on the foregoing, Respond Power respectfully requests that the Commission grant the following relief:

1. Sustain this Complaint;
2. Prohibit West Penn from applying the September 2017 clawback charge in the Supplier Tariff to Respond Power;
3. Refer this Complaint to the Mediation Unit of the Office of Administrative Law Judge; and
4. Grant such other relief as may be deemed to be in the public interest.

Respectfully submitted,



Karen O. Moury
Attorney I.D. No. 36879
Eckert Seamans Cherin & Mellott, LLC
213 Market Street, Eighth Floor
Harrisburg, PA 17101
717.237.6036
kmoury@eckertseamans.com

October 27, 2017

Attorney for Respond Power LLC

VERIFICATION

I, Adam Small, state that I am the General Counsel for Respond Power LLC and authorized to make this verification on its behalf. I hereby state that the facts contained herein 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.

Date: October 27, 2017



Adam Small
General Counsel
Respond Power LLC

APPENDIX A

From: Arnold, Nora C. [mailto:arnoldn@firstenergycorp.com]
Sent: Monday, October 02, 2017 4:43 PM
To: cjohnson@respondpower.com; asmall@respondpower.com
Cc: Allen, Thomasine G. <allent@firstenergycorp.com>; Young, Bret G <bretyoung@firstenergycorp.com>; Bortz, Kim <kbortz@firstenergycorp.com>
Subject: POR Clawback Charge

Good Afternoon,

This email is to provide notice that Respond Power LLC has been assessed a POR Clawback Charge in the amount of \$211,012.54 that is due October 31, 2017. Failure to remit payment by the due date will result in the utility withholding purchase of receivable payments. Additional information on the Clawback charge can be found by reviewing West Penn Power's Approval of Default Service Program docket number P-2015-2511356 and Penelec docket number P-2015-2511351.

Thanks,

Nora Arnold

Lead, FirstEnergy Supplier Services

A-GO-10

825-7862/330-761-7862

arnoldn@firstenergycorp.com

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09/29/2017

Cust / Acct Number 601743996 / 120014866525

Bill for:
RESPOND POWER LLC
100 DUTCH HILL RD., SUITE 230
ORANGEBURG NY 10962

Invoice No. 90544781

Total due by 10/29/2017

To avoid a possible Late Payment Charge being added to your bill, please pay by the due date.

Table with 4 columns: Item, Description, Qty, Total. Includes a 'General Description' section with contact info and a 'General Information' section with mailing and contact details.



Return this part with a check or money order payable to: WEST PENN POWER

Write name, phone, or address changes on back and check here.

Small square checkbox

Table with 4 columns: Invoice No., Customer PO No., Your Check Number/Date, Contract No.

Table with 2 columns: Amount Paid, []

Table with 2 columns: Please Pay (68,039.41), Due By (10/29/2017)

RESPOND POWER LLC
100 DUTCH HILL RD., SUITE 230
ORANGEBURG NY 10962

WEST PENN POWER
P.O. BOX 3615
AKRON OH 44309-3615

111200148665250000000905447819000068039410068039415