

Tori L. Giesler, Esq.  
(610) 921-6658  
(330) 315-9263 (Fax)

August 22, 2019

**VIA UPS OVERNIGHT DELIVERY**

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

**Re: Christopher L. Macey v. West Penn Power Company  
Docket No. P-2019-3012296 and C-2017-2628021**

Dear Secretary Chiavetta:

Enclosed please find the Reply of West Penn Power Company to the Petition for Emergency Relief of Christopher L. Macey to be filed in the above-referenced matter. Please timestamp the enclosed copy and return in the self-addressed stamped envelope provided. A copy of the document has also been served upon the Complainant, as indicated by the Certificate of Service. **Please note that there are CONFIDENTIAL exhibits attached to the Reply.**

If you have any questions, please contact me.

Very truly yours,



Tori L. Giesler

krak  
Enclosures

c: Rhonda Daviston (via email only: rdaviston@pa.gov)  
Robert F. Young (via email only: rfyong@pa.gov)  
As per Certificate of Service

**RECEIVED**

AUG 22 2019

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

<b>CHRISTOPHER L. MACEY</b>	:	
	:	
v.	:	<b>Docket No. P-2019-3012296 and</b>
	:	<b>C-2017-2628021</b>
<b>WEST PENN POWER COMPANY</b>	:	

**REPLY OF WEST PENN POWER COMPANY TO PETITION FOR EMERGENCY  
RELIEF OF CHRISTOPHER L. MACEY**

TO THE PENNSYLVANIA PUBLIC UTILITY COMMISSION:

West Penn Power Company (“West Penn” or the “Company”), by and through its attorneys, Lauren M. Lepkoski and Tori L. Giesler and pursuant to the notice received by the parties via electronic mail on August 22, 2019 from the Pennsylvania Public Utility Commission’s (“Commission”) Law Bureau, hereby files this Reply to Petition for Emergency Relief of Christopher L. Macey (“Petitioner”).

**I. INTRODUCTION AND BACKGROUND**

1. On September 27, 2017, the Petitioner filed a formal complaint at Docket No. C-2017-2628021 (“Complaint”).

2. On February 16, 2018, at the Petitioner’s request, the Company’s designer visited the Service Location to identify whether relocation of the meter for the Service Location was an option and, if so, prepare a quote. It was determined at that visit that relocation would be possible, part of which would require the installation of a customer-owned pole. During that visit, the Company’s designer placed a stake in the ground at the location the subject pole was to be sited for the Petitioner’s benefit.

3. On December 21, 2018, a letter was issued to the Petitioner reconfirming the quote provided in February 2018 and seeking written agreement that he wished to pursue relocation as a

resolution to his Complaint (“proposed agreement”). A copy of the December 21, 2018 letter is attached as CONFIDENTIAL Exhibit A.

4. On January 8, 2019, it was discovered that the December 21, 2018 letter incorrectly included the projected costs of the work to be performed by a contractor hired by the Petitioner and not those of the Company. As such, a revised proposed agreement was issued. A copy of the January 8, 2019 letter is attached as CONFIDENTIAL Exhibit B.

5. On January 10, 2019, the Petitioner executed the proposed agreement memorializing the terms of an agreement reached which resolved the Complaint (“Settlement Agreement”). An executed copy of the Settlement Agreement is attached as CONFIDENTIAL Exhibit C.

6. On January 16, 2019, the Company filed a Certificate of Satisfaction at the Complaint docket based upon the agreement reached with the Petitioner.

7. On March 25, 2019, the Petitioner contacted counsel for the Company via electronic mail stating that he was trying to arrange for a contractor to install the new utility pole, pursuant to the Settlement Agreement, and requesting that a West Penn representative come out to his residence to identify a location for the pole he was to have installed.

8. On April 8, 2019, the Company’s designer contacted the Petitioner at his request to schedule the requested visit.

9. On April 10, 2019, the Company’s designer visited the property as requested to again identify the location the Petitioner was to have a pole installed. During that visit, Petitioner advised that he had not been able to hire an electrician to do the work and asked the designer for an extension of the May 15, 2019 deadline to complete the relocation. The designer advised the Petitioner that he was not personally in a position to grant any request for extension.

10. On April 10, 2019, the Company received correspondence from the Petitioner to counsel for the Company requesting an extension of time to complete the relocation of service. A copy of the correspondence from the Petitioner dated April 7, 2019 is attached as Exhibit D.

11. On May 10, 2019, the Petitioner sent further correspondence to the Company informing the Company that his electrical contractor would have the work completed by July 5, 2019. A copy of the correspondence from the Petitioner dated May 10, 2019 is attached as Exhibit E.

12. On July 12, 2019, the Petitioner sent an electronic message directed to the Company's designer and counsel for West Penn, advising that the electrician was experiencing continued delays due to weather issues, that he believed the pole would be set the following week, and reminding the Company that the Zigbee radio should not be activated when the smart meter is installed. The message did not request a response nor contain a request for an extension of time. A copy of the correspondence from the Petitioner dated July 12, 2019 is attached as Exhibit F.

13. On August 16, 2019, more than a month after the Petitioner's last update, counsel for West Penn sent an electronic message to the Petitioner, advising that due to the Petitioner's failure to honor the terms of the Settlement Agreement, a smart meter was being installed at the Service Location. A copy of the electronic message is attached hereto as Exhibit G.

14. On August 16, 2019, a West Penn representative went to the Service Location to complete a routine meter replacement. The West Penn representative knocked on the Service Location's door, which no one at the Service Location answered, before proceeding with the installation of the smart meter at the Service Location.

15. Also on August 16, 2019, the Petitioner's wife contacted the Company seeking termination of service. In response, a troubleshooter was dispatched after hours to investigate the

request. Upon arrival, the troubleshooter was approached by the Petitioner, who used foul and vulgar language making threats against the Company, demanding that the smart meter be removed and his analog meter be replaced. The troubleshooter did not grant that request. Due to the Petitioner's volatile behavior, the troubleshooter's supervisor directed the troubleshooter to leave the property without further action.

16. Throughout the duration of the afternoon, evening and overnight hours, the Petitioner left a litany of messages, both over voicemail and electronic mail, for the Company's counsel and representatives, most of which included threats and foul language.

17. On August 19, 2019, the Company received electronic service of the Petition.

18. On August 22, 2019, the Company received a hard copy of the Petition through the United States Postal Service. Also on August 22, 2019, the Company received electronic notification that its reply to the Petition would be due on the same day by close of business.

## **II. RESPONSE TO THE PETITION'S NUMBERED PARAGRAPHS**

### **a. Introduction**

1. Admitted. It is admitted that on January 10, 2019, the Petitioner executed the Settlement Agreement, in which the Petitioner agreed to a relocation of service in order for the Company to install a smart meter at 201 Highland Avenue S, Oakdale, Pennsylvania 15071 ("Service Location"), which relocation was to be completed by May 15, 2019. The Company avers that the document speaks for itself.

2. Admitted.

3. Denied. After reasonable investigation, the Company is without information or knowledge sufficient to form a belief regarding when the Petitioner contracted with Valley Electric nor the cost associated with the required work and demands proof thereof, if relevant, at hearing.

4. Admitted in part and denied in part. It is specifically denied that the Company did not visit the Service Location “until mid-April” to provide the Petitioner with an appropriate location for the pole to be set. To the contrary, while it is admitted that a Company designer went to the Service Location on April 10, 2019 to reconfirm the location for a pole to be set for the relocation of service, this field visit was simply intended to reiterate the pole location at the Petitioner’s request, which had been previously advised during the February 16, 2018 field visit.

5. Denied. After reasonable investigation, the Company is without information or knowledge sufficient to form a belief regarding the Petitioner’s allegations in this paragraph and demands proof thereof, if relevant, at hearing.

6. Admitted in part and denied in part. It is admitted that the Company has received notice from the Petitioner regarding delays. The Company specifically denies Petitioner’s blanket statement that he has “received NO RESPONSE from this message or any other correspondence from the Respondent,” and incorporates paragraphs 1 through 18 of Section I of this response herein by reference. By way of further response, the Company avers that it was under no obligation to grant any further extensions or provide further accommodation.

7. Admitted.

8. Admitted in part and denied in part. It is admitted that on August 16, 2019, a West Penn meter services representative went to the Service Location to complete a routine meter replacement as permitted by its Commission-approved tariff.<sup>1</sup> It is specifically denied that no notice was attempted, and the Company incorporates paragraph 14 of Section I of this response herein by reference. By way of further response, the Company was under no obligation to provide notice of its installation and this notice was initiated as a courtesy.

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<sup>1</sup> *West Penn Power Company Retail Electric Service Tariff*, Electric Pa. PUC No. 40, pp. 41-42, issued May 1, 2015, effective May 3, 2015.

9. Denied. It is specifically denied that the Company has been unresponsive to the Petitioner. To the contrary, the Company has given additional concessions to the Petitioner than those he bargained for, agreed to, or is legally entitled to.

**b. Background**

1. Admitted in part and denied in part. It is admitted that the Petitioner filed the Complaint with the Commission under Docket No. C-2017-2628021. After reasonable investigation, the Company is without information or knowledge sufficient to form a belief regarding the remaining allegations contained within this paragraph and demands proof thereof, if relevant, at hearing and, to the extent the allegations contained within this paragraph are construed to purport allegations of fact, rather than the Petitioner's beliefs, opinions or requested relief, any such allegation of fact is denied.

2. Denied. Any adverse symptoms the Petitioner believes his wife to be experiencing are a direct result of his failure to uphold his duty under the Settlement Agreement and the multiple extensions afforded by the Company. By way of further response, after reasonable investigation, the Company is without information or knowledge sufficient to form a belief regarding the remaining allegations contained within this paragraph and demands proof thereof, if relevant, at hearing and, to the extent the allegations contained within this paragraph are construed to purport allegations of fact, rather than the Petitioner's beliefs, opinions or requested relief, any such allegation of fact is denied.

3. Denied. Any adverse impacts the Petitioner believes his wife to be experiencing are a direct result of his failure to uphold his duty under the Settlement Agreement and the multiple extensions afforded by the Company. By way of further response, after reasonable investigation, the Company is without information or knowledge sufficient to form a belief regarding the

remaining allegations contained within this paragraph and demands proof thereof, if relevant, at hearing and, to the extent the allegations contained within this paragraph are construed to purport allegations of fact, rather than the Petitioner's beliefs, opinions or requested relief, any such allegation of fact is denied.

4. Denied. Any adverse impacts the Petitioner believes his wife to be experiencing are a direct result of his failure to uphold his duty under the Settlement Agreement and the multiple extensions afforded by the Company. By way of further response, after reasonable investigation, the Company is without information or knowledge sufficient to form a belief regarding the allegations contained within this paragraph and demands proof thereof, if relevant, at hearing and, to the extent the allegations contained within this paragraph are construed to purport allegations of fact, rather than the Petitioner's beliefs, opinions or requested relief, any such allegation of fact is denied.

**c. Requested Emergency Relief**

1. Denied. The allegations contained in this paragraph are requests for relief to which no response is required. To the extent the allegations contained within this paragraph are construed to purport allegations of fact, rather than the Petitioner's beliefs, opinions or requested relief, any such allegation of fact is denied.

2. Admitted in part and denied in part. It is admitted that on August 16, 2019, after the smart meter was installed at the Service Location, the Company was contacted regarding the relocation of the meter and a residential upgrade notification was issued at notification number 000344061857. The Company has been and remains prepared to relocate the meter, as it agreed to, once the Petitioner properly prepares his facilities for that relocation. The remaining allegations contained in this paragraph are requests for relief to which no response is required. To the extent

the allegations contained within this paragraph are construed to purport allegations of fact, rather than the Petitioner's beliefs, opinions or requested relief, any such allegation of fact is denied.

3. Denied. The allegations contained in this paragraph are requests for relief to which no response is required. To the extent the allegations contained within this paragraph are construed to purport allegations of fact, rather than the Petitioner's beliefs, opinions or requested relief, any such allegation of fact is denied.

**d. Conclusion**

1. Denied. After reasonable investigation, the Company is without information or knowledge sufficient to form a belief regarding the allegations contained within this paragraph and demands proof thereof, if relevant, at hearing and, to the extent the allegations contained within this paragraph are construed to purport allegations of fact, rather than the Petitioner's beliefs, opinions or requested relief, any such allegation of fact is denied.

2. Admitted in part and denied in part. It is admitted that the Petitioner's spouse, Ms. Vienna, contacted the Company and requested a disconnection of service. By way of further response, the Company incorporates paragraph 15 of Section I of this reply herein by reference. After reasonable investigation, the Company is without information or knowledge sufficient to form a belief regarding the remaining allegations contained within this paragraph and demands proof thereof, if relevant, at hearing and, to the extent the allegations contained within this paragraph are construed to purport allegations of fact, rather than the Petitioner's beliefs, opinions or requested relief, any such allegation of fact is denied.

### **III. STANDARD FOR ISSUANCE OF AN EMERGENCY ORDER**

1. The Commission’s regulations allow for a petition to be filed with the Commission seeking issuance of an *ex parte* emergency order **where supported by a verified statement of facts** establishing that an emergency exists demonstrating that:

- a. The petitioner’s right to relief is clear;
- b. The need for relief is immediate;
- c. The injury would be irreparable if relief is not granted; **and**
- d. The relief requested is not injurious to the public interest.<sup>2</sup>

2. An “emergency” is defined within the Commission’s regulations at Section 3.1 as “a situation which presents a clear and present danger to life or property or which is uncontested and requires action prior to the next scheduled meeting.”<sup>3</sup>

3. While the Commission has found that it is not necessary to determine the merits of the controversy or dispute in order to find that the petitioner has satisfied the first prong of Section 3.2(b), the petitioner must raise “substantial legal questions” in order to demonstrate that their right to relief is clear.<sup>4</sup>

4. Here, the Petitioner has not even attempted to make the argument that the Company’s actions are in violation of any statute, regulation, Commission Order, or even the Settlement Agreement itself. He makes no explanation as to why he didn’t contract with an electrician until more than four months after the Settlement Agreement was signed, which left the electrician very little time to have all work completed by the deadline May 15, 2019. Further,

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<sup>2</sup> 52 Pa. Code § 3.2(b) (emphasis added).

<sup>3</sup> 52 Pa. Code § 3.1.

<sup>4</sup> *Core Communications, Inc. v. Verizon PA, Inc. and Verizon North LLC*, Docket No. P-2011-2253650 (Order entered September 23, 2011); *Level 3 Communications, LLC v. Marianna & Scenery Hill Telephone Co.*, Docket NO. C-20028114 (Order entered August 8, 2002); *T.W. Phillips Gas and Oil Company v. The Peoples Natural Gas Company*, 492 A. 2d 776 (Pa. Commw. 1985).

despite his criticism of the Company for what he believes to be a complete lack of response to his extension requests, what he fails to acknowledge is that the Company did not pursue installation until one month after he had last communicated the relocation would be complete. He offers no explanation or defense as to why relocation was not finished by that date, nor why he did not provide any further requests or updates to the Company with regard to the status of that relocation in any way that would suggest that he has a clear right to relief. As such, he has failed to meet the first prong of the Section 3.2(b) test.

5. With respect to the requirement that the need be immediate, the Petition was filed through mail to the Commission's Secretary's Bureau. Surely if the issues he raises are of such immediate concern, one would have expected him to file his Petition electronically or, at the least, distribute it to the Commission via electronic mail. Petitioner also fails to assert any claim as to why his request would be any more important or of "immediate" concern than the hundreds of other smart meter dispute cases that have been filed across the Commonwealth since smart meter deployment began in Pennsylvania – not one other of which have been granted emergency *ex parte* treatment, to the Company's knowledge. Even setting aside those flaws in his argument, he makes a lot of generic assertions but draws no factual nexus to the installation of the smart meter at the Service Location. He makes no assertion that any medical professional has been consulted or would support his allegations, much less provided the verification of said facts by anyone qualified to make them. As such, the Petitioner has failed to meet the second prong of the Section 3.2(b) test.

6. The Petitioner has not even made the bland assertion that the injury would be irreparable should his request for an emergency *ex parte* order be denied, much less provided any facts that would support such an assertion. In fact, the injury is not irreparable. The work at his

property is nearly complete by his accounts to the Company. If the Petitioner spent as much time focusing on adhering to the terms of the Settlement Agreement he committed to as he did his litigious undertakings for outcomes he is in direct control of, the meter could and would have been relocated by this point. As such, the Petitioner has failed to meet the third prong of the Section 3.2(b) test.

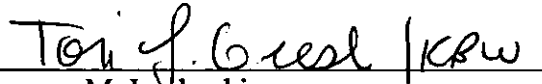
7. The Petitioner has made zero attempt at explaining how his relief, if granted, would not be injurious to the public interest. In fact, the public interest would be harmed by the granting of the Petition. As noted in paragraph 5 of this section, not a single other customer in the Commonwealth of Pennsylvania – of the hundreds who have filed for relief from the installation of a smart meter across various electric distribution companies’ territories – have been granted emergency *ex parte* relief, as far as the Company is aware. To grant the requested relief to the Petitioner would not only be unfounded based on the lack of proof of the facts alleged, it would be discriminatory and would begin a troubling public policy that would “open the floodgates, so to speak, on such requests moving forward – giving (likely false) hope to all Pennsylvania electric ratepayers that the Commission would be overturning its long-held precedent with respect to the requirements for smart meter installation on a fully inclusive basis. As such, the Petitioner has failed to meet the fourth prong of the Section 3.2(b) test.

**IV. CONCLUSION**

WHEREFORE, West Penn Power Company respectfully requests that the Commission deny and dismiss, with prejudice, the Petition for Emergency Relief of Christopher L. Macey.

Respectfully submitted,

Dated: August 22, 2019



Lauren M. Lepkoski  
Attorney No. 94800  
Tori L. Giesler  
Attorney No. 207742  
FirstEnergy Service Company  
2800 Pottsville Pike  
P.O. Box 16001  
Reading, Pennsylvania 19612-6001  
(610) 921-6203  
(610) 921-6658  
[llepkoski@firstenergycorp.com](mailto:llepkoski@firstenergycorp.com)  
[tgiesler@firstenergycorp.com](mailto:tgiesler@firstenergycorp.com)

Counsel for Metropolitan Edison Company

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**CHRISTOPHER L. MACEY**

v.

**WEST PENN POWER COMPANY**


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**Docket No. P-2019-3012296 and  
C-2017-2628021**

**VERIFICATION**

I, John C. Ahr, hereby state that the facts set forth above are true and correct to the best of my knowledge, information and belief and that I expect West Penn Power Company 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.

8/22/2019  
Date

  
\_\_\_\_\_  
John C. Ahr

Christopher L. Macey  
201 Highland Ave. S  
Oakdale, PA 15071

April 7, 2019

FirstEnergy Service Company  
2800 Pottsville Pike  
P.O. Box 16001  
Reading, PA 19612-6001

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**APR 10 2019**

**LEGAL DEPT.**

Re: Complaint C-2017-2628021

Dear Ms. Lepkoski:

Your settlement letter of January 8, 2019 to me, specifically states that the location of the meter pole intended for relocation of the smart meter at my residence needs to be specified by "West Penn's designer."

Please refer to my e-mail messages of January 10, 2019, March 25, 2019 and April 5, 2019, and my phone message to you of April 4, 2019. These refer to my requests for contact information from West Penn Power regarding the designer.

Further, last week, I also placed two calls to Dan Oswald who, according to my notes, was the contact that you gave me in February 2018 who sent a West Penn agent to my residence to discuss the meter relocation. Mr. Oswald did not return my phone calls last week even though I left messages for him to return my calls.

I am unable to proceed with a contractor until a location is for the meter pole has been specified by West Penn Power. Further, since I have been unable to hire an electrical contractor because of this issue, I am unsure that I can meet the May 15 date for relocation of the meter because West Penn Power has neglected to contact me.

I will be unable to discuss this with you until Tuesday afternoon, April 9, due to meetings at work. If you are able to have a West Penn Power representative contact me on my cell (724-255-7408), please make sure he leaves a voice mail message that I can return the call.

Yours very truly,

  
Christopher L. Macey

Enclosures

CC: A L Judge Jeffrey A. Watson, Pennsylvania Public Utility Commission

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**AUG 22 2019**

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

Rosemary Chiavetta, Secretary, Pennsylvania Public Utility Commission

Christopher L. Macey  
201 Highland Ave. S  
Oakdale, PA 15071

May 10, 2019

FirstEnergy Service Company  
2800 Pottsville Pike  
P.O. Box 16001  
Reading, PA 19612-6001

Re: Complaint C-2017-2628021

Dear Ms. Lepkoski:

This letter follows up on my letter to you of April 7, 2019. West Penn Power sent a representative to my property and spotted the position for the utility pole during the week of April 15. Following that, the local gas and water utilities have cleared the location for the excavation of the pole last week, confirming that it does not interfere with either the gas or water lines. At this point, my electrical contractor advises he intends to install the pole and feeder line to my house no later than July 5, 2019. We were hoping to get it installed sooner, but my contractor has a full schedule through June.

I have contracted the pole installation services to Valley Electrical Company, Inc. of Imperial, PA to do the work. If you need to verify, their office phone is 724-695-8810. Valley Electric will be in contact with West Penn Power when the exact date of the installation of the pole and feeder line can be confirmed.

If there are any issues, please contact me by phone at 724-255-7408.

Yours very truly,

  
Christopher L. Macey

CC: A L Judge Jeffrey A. Watson, Pennsylvania Public Utility Commission

Rosemary Chiavetta, Secretary, Pennsylvania Public Utility Commission

Mike Vraninin – Valley Electric Company, Inc.

RECEIVED

AUG 22 2019

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

RECEIVED

MAY 13 2019

LEGAL DEPT.

**From:** Macey, Chris <[Chris.Macey@RescoProducts.Com](mailto:Chris.Macey@RescoProducts.Com)>  
**Sent:** Friday, July 12, 2019 1:41 PM  
**To:** Curcio, Scott M <[scurcio@firstenergycorp.com](mailto:scurcio@firstenergycorp.com)>  
**Cc:** Hannah Cyphers <[hc@valleyelectriccompany.com](mailto:hc@valleyelectriccompany.com)>; Lepkoski, Lauren M <[llepkoski@firstenergycorp.com](mailto:llepkoski@firstenergycorp.com)>  
**Subject:** [EXTERNAL] Installation of Smart meter at my residence

Scott, in April you visited my residence in Oakdale to mark the location for the utility pole for the purpose of installing the smart meter on a location away from the house. As you recall, I advised that Valley Electric (Imperial, PA) was going to perform the installation of the pole and run the feeder line to my house.

Valley attempted to install the pole today, but due to the recent rain, the ground was too soft to complete the hole. I believe they will try again next week.

The purpose of this message is to remind West Penn Power of your obligation to make sure the Zigbee radio (the device that sends signals into the home looking for appliances to communicate with) is NOT ACTIVATED. You can see on the attachment, this was part of the settlement agreement with West Penn Power.

Please be advised that I have an rf meter that will read signals in the frequency range that the Zigbee radio operates, so I will be checking to make sure that the Zigbee radio is not active.

I am directing this to you, as I do not have any other contact information with West Penn Power, other than the attorney that I dealt with. If this is not in your area of responsibility, then please redirect the message to the appropriate individual. I sincerely appreciate your efforts on this project.

Regards,

**Chris Macey** | Market Manager – Lime and Cement | Resco Products, Inc.  
Phone: 412-294-1032 Fax: 412-294-1080 Cell: 724-255-7408 | Email: [Chris.Macey@RescoProducts.com](mailto:Chris.Macey@RescoProducts.com)

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AUG 22 2019

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

**From:** Lepkoski, Lauren M  
**Sent:** Friday, August 16, 2019 10:22 AM  
**To:** Macey, Chris <[Chris.Macey@RescoProducts.Com](mailto:Chris.Macey@RescoProducts.Com)>; Curcio, Scott M <[scurcio@firstenergycorp.com](mailto:scurcio@firstenergycorp.com)>  
**Cc:** Hannah Cyphers <[hc@valleyelectriccompany.com](mailto:hc@valleyelectriccompany.com)>; Giesler, Tori <[tgiesler@firstenergycorp.com](mailto:tgiesler@firstenergycorp.com)>; Ahr, John C <[jahr@firstenergycorp.com](mailto:jahr@firstenergycorp.com)>  
**Subject:** RE: Installation of Smart meter at my residence

Mr. Macey,

As you are aware our settlement required that the work needed for relocation was to be completed by May 15<sup>th</sup>. You needed an extension; which the Company has provided and then some. However, we are now into August and the Company has not heard from you whether everything is in place at your residence for the Company to install the smart meter. Therefore, the Company will be installing the smart meter at your residence.

If you have any questions, please contact me.

Lauren M. Lepkoski  
Attorney  
FirstEnergy Service Company  
(610) 921-6203  
Fax: 330-315-9263  
[llepkoski@firstenergycorp.com](mailto:llepkoski@firstenergycorp.com)

\*\*\*\*\*  
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AUG 22 2019  
PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**CHRISTOPHER L. MACEY**

v.

**WEST PENN POWER COMPANY**

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**Docket No. P-2019-3012296 and  
C-2017-2628021**

**CERTIFICATE OF SERVICE**

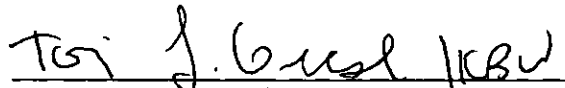
I hereby certify that I have this day served a true copy of the Reply of West Penn Power Company to the Petition for Emergency Relief of Christopher L. Macey upon the individuals listed below, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a participant).

Service by First Class and electronic mail as follows:

Christopher Macey  
201 Highland Avenue S  
Oakdale, PA 15071  
[Chris.Macey@RescoProducts.Com](mailto:Chris.Macey@RescoProducts.Com)

Administrative Law Judge Jeffrey A. Watson  
Pennsylvania Public Utility Commission  
Office of Administrative Law Judge  
Piatt Place, Suite 220  
301 5th Avenue  
Pittsburgh, PA 15222  
[jeffwatson@pa.gov](mailto:jeffwatson@pa.gov)

Dated: August 22, 2019



Lauren M. Lepkoski  
Tori L. Giesler  
FirstEnergy Service Company  
2800 Pottsville Pike  
P.O. Box 16001  
Reading, Pennsylvania 19612-6001  
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[tgiesler@firstenergycorp.com](mailto:tgiesler@firstenergycorp.com)

**RECEIVED**

AUG 22 2019

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

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SHIPMENT FROM  
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REFERENCE NUMBER  
**EL3002**

TELEPHONE  
**Tom Gruber**  
**First Energy**  
**2800 Gettysville Pike**  
**Reading PA 19605**

DELIVERY TO  
 TELEPHONE

**Rosemary Annabella, Secretary**  
**PA PUC**  
**400 North Street**  
**Harrisburg, PA 17120**



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TRACKING NUMBER

DATE OF SHIPMENT



**To: PUC MASTER**

Agency: PUC

Floor:

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