

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

October 15, 2019


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 Co.  
Docket no. C-2019-3012705**

Dear Secretary Chiavetta:

Enclosed please find the Reply of Christopher L. Macey to the Answer and New Matter of the West Penn Power Company in the above matter. A copy of the document has been served on the Respondent as indicated by the Certificate of Service.

Very truly yours,



Christopher L. Macey  
enc

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OCT 15 2019  
PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

cc: Lauren M. Lepkoski  
FirstEnergy Service Company  
2800 Pottsville Pike  
P.O. Box 16001  
Reading, PA 19612-6001

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OCT 15 2019

BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

CHRISTOPHER L. MACEY :  
 :  
 v. : Docket No. C-2019-3012705  
 :  
 WEST PENN POWER COMPANY :

REPLY TO ANSWER AND NEW MATTER

TO THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

AND NOW, Christopher L. Macey, pro se, replies to the Answer and New Matter as follows:

I. Other

1. **Poor service.** Respondent argues that the "Company's actions have been reasonable and performed in accordance with all applicable laws..." This is completely false. Pertinent to the instant complaint, the Respondent (Company) breached the Settlement Agreement in the following manner: A) The Company disregarded its obligations set forth in the Settlement Agreement of January 10, 2019 B) The Company refused to respond to all of Complainant's communications regarding the relocation of the meter. C) The Company did not provide contact information to the Complainant for the Company's designer to enable the Complainant to hire a contractor and execute a contract in a timely manner. It was only after three e-mails, two letters and several phone calls that the Company responded to the Complainant's request for a Company designer to visit his property. D) With virtually no advance notice, the Company installed a smart meter on Complainant's house with full knowledge that the installation of the meter would cause pain, discomfort and anxiety to Complainant's spouse. Under Title 66, Public Utilities, Subchapter A, Section 1501 (**Character of service and facilities**) states that "Every public utility shall furnish and maintain efficient, safe, and reasonable service and facilities, and shall make all such repairs, changes, alterations, substitutions, extensions, and improvements in or

to such service and facilities as shall be necessary or proper for the accommodation, convenience, and safety of its patrons, employees, and the public." The Company's actions in the instant complaint were at best in complete disregard of its obligation to provide safe and reasonable service and were malicious with intent to harm. Knowing full well that the installation of a smart meter on Complainant's house would create an unsafe condition for Complainant's spouse, the Company proceeded with reckless disregard and put the smart meter on the house.

2. **WPP/FirstEnergy breached settlement agreement** by attaching smart meter to house. Respondent's reply is a false argument. Settlement agreement stated that "the relocation **must be completed by May 15, 2018.**" (See Exhibit A). Inasmuch as it is physically impossible to complete a task in a prior date, the date makes the stipulation of the completion date null and void. As the Company had several months to change the date, it chose not, and the Complainant was under no obligation to complete the installation as specifically stated in the agreement.
  
3. **WPP/FirstEnergy was totally unresponsive to my (Complainant's) requests.** Had the Company been responsive to Complainant's requests, Complainant would have been able to complete his preparation work sooner. Respondent argues that it was "under no obligation" to grant further extensions or provide further accommodation to the Complainant..." This is a false statement as the documents and facts speak otherwise to the Respondent's answers. In the e-mail message to Attorney Lepkoski of January 10, 2019 (see Exhibit B), Complainant asked for contact information for the Company's designer in order to locate the new utility pole. **There was NO response to the January 10, 2019 message.** In e-mail message of March 25, 2019 (see Exhibit C), again Complainant asked for contact information for the Company designer. **There was no response to the 3/25/2019 e-mail message.** During that week, Complainant placed several calls to Dan Oswald of West Penn Power asking to return the call with contact information for the designer. **There was no response to the phone calls.** On April 4, 2019, Complainant called and left a message with the Respondent seeking the Company designer's contact information. **There was no return call or response to Complainant's phone**

**call of 4/4/2019 phone call.** On April 5, 2019, the Complainant sent the Respondent an e-mail message (see Exhibit D) again asking for the contact information of the Company's designer. **There was no response from the Respondent to the 4/5/2019 e-mail message.** On April 7, 2019, Complainant sent Company's Attorney Lepkoski a letter (see Exhibit E) stating that "I am unable to proceed with a contractor until a location is [spotted] for the meter pole has been specified by West Penn Power." **There was no written response to the 4/7/2019 letter.** Once the Respondent's "designer" spotted the location for the utility pole, Complainant contracted with Valley Electric to install the utility pole and the feeder line to his house (see Exhibit F). On May 10, 2019, Complainant sent the Company's Attorney Lepkoski a letter (see Exhibit G) summarizing the progress of Complainant's preparations. In this letter, Complainant advised that my electrical contractor advises he intends to install the pole and feeder line to my house no later than July 5, 2019. There was, however, **no guarantee of a completion date.** **There was no response from the Respondent on the 5/10/2019 letter,** and no "extension" given. On July 12, 2019, Complainant sent the Company's Mr. Scott Curcio an e-mail (see Exhibit H) with a copy to Attorney Lepkoski that explained Complainant's contractor had difficulty installing the pole due to the recent weather. **There was no response from the Respondent to the 7/12/2019 e-mail message and there was no "extension" given to the Complainant.** The only communication from the Respondent to the Complainant between the January 16, 2019 Certificate of Satisfaction referencing of the Settlement Agreement and the installation of the smart meter on Complainant's house on August 16, 2019 was the e-mail message from Respondent's Attorney Lepkoski on the same day, August 16, 2019 (see Exhibit J) announcing that the Company was proceeding with the smart meter installation. Respondent has no factual basis to deny that the Company was unresponsive to the Complainant. At all times the Complainant acted in good faith when dealing with the Respondent. On the other hand, the Company acted in bad faith by refusing to respond to the Complainant's needs regarding the location of the new utility pole.

4. There was no point 4 in the Answers to the Complaint.

5. Requested Relief. **5.1.)** It is admitted that the first requested relief to remove the smart meter from the house and replace it with the analog meter until the installation is ready to accept the smart meter is now moot due to the relocation of the smart meter to Complainant's new utility pole on August 26, 2019. **5.2) Objection for West Penn Power pay appropriate fines/sanctions.** Clearly the Respondent breached the Settlement Agreement, and in doing so, created an unsafe condition at Complainant's home. **5.3) Complainant's requests for damages.** If the PUC has no capability to impose fines and damages on a reckless utility, then this matter may have to be decided in a civil court. **5.4 and 5.5) Reprimands for the Company's manager and meter installer who breached the Settlement Agreement.** The specific individuals who breached the Settlement Agreement should be identified by the PUC in the litigation of this matter and held accountable for their damaging actions.

6. N/A

7. N/A

8. N/A

9. N/A

10. N/A

#### **11. NEW MATTER – LEGAL INSUFFICIENCY**

12. This New Matter contains information that is incorrect or false. On the February 18, 2018 visit to the Complainant's property, there was no request by the Complainant to prepare a quote. The Company's designer, Mr. Scott Curcio did two things: a) determined that it was feasible to install the meter on a utility pole away from the house, and b) advised the Complainant that the meter could not be installed on West Penn Power's existing pole. Recognizing that Mr. Curcio had some experience in contracting, Complainant asked Mr. Curcio (unofficially) what he thought it would cost the Complainant to install a new pole and run the feeder line to his house. Mr. Curcio replied maybe about \$3,000. Complainant replied then that he should plan on at least \$4,000. (This off-hand discussion evolved into an incorrect statement on the original settlement agreement

proposal.) On the other hand, Mr. Curcio **did not place a stake** in the ground for the location of the new pole during this visit. West Penn Power and the Complainant were only exploring the meter relocation as a possible resolution to complaint C-2017-2628021. Further to this issue, the January 10, 2019 Settlement Agreement expressly states the requirement specifies the “as long as the electrician you hire will install the new meter pole in the location specified by West Penn’s designer.” My request in the January 10, 2019 e-mail message (Exhibit B) to Respondent’s Attorney Lepkoski clearly asks for contact information for the Company’s designer so that the new pole can be spotted. The pole was not “spotted” in February 2018.

13. The Company takes refuge in its erroneous belief that smart meters are mandatory for electrical consumers of Pennsylvania. This is totally false. PA Act 129 of 2008 is an “opt-in” law in that it expressly states that Act 129 (subsection t) requires EDC’s to furnish smart meter technology (i) upon request from a customer that agrees to pay the cost of the smart meter at the time of the request. (2) in new building construction. And (3) in accordance with a depreciation schedule not to exceed 15 years.” The PUC even admits this in its IMPLEMENTATION ORDER adopted June 18, 2009, (Discussion B. Smart Meter Deployment), page 6. No where in the Act 129 is it specifically mandated that smart meters are anything other than voluntary. The Respondent’s view is a huge fraud perpetrated upon the citizenry of Pennsylvania. Further, the Respondent seeks to continue to perpetrate this fraud. For example, in its response to Complainant’s Petition for Emergency Relief, Docket P-2019-3012296, (III. Standard for Issuance of an Emergency Order, Paragraph 7, page 11), regarding the requested relief of replacing the smart meter with an analog meter, Respondent states “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...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.” The operative point here is that the fully inclusive basis for smart meters lies not in PA Act 129, but in the Commission’s wrongful interpretation of the Act and its erroneous “long-held” precedent.

14. See 13 above.
15. Respondent avers that Act 129 does not enable the Commission to grant the relief requested by the Complainant. This also is an incorrect statement. Since Act 129 never required smart meters to be mandatory to electric utility customers, the Commission would be free to grant the relief requested.
16. See 15 above.
17. N/A.
18. N/A.
19. Reply. West Penn Power breached the settlement agreement. The Company should be sanctioned and fined accordingly.
20. See 19 above.
21. See 19 above.

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#### **IV. Conclusion**

WHEREFORE, for the foregoing reasons, Complainant respectfully requests that the Commission hear the complaint of the surreptitious installation of the Smart Meter at Complainant's residence of 201 Highland Avenue S, Oakdale, PA 15071 on August 16, 2019. The Respondent, West Penn Power, executed a Settlement Agreement with the Complainant that had a contingency for installation that the Respondent did not address in a timely fashion that prevented the Complainant's contractor from preparing his work. Respondent ignored Complainant's requests for the designer's selection of the utility pole's location. The preponderance of evidence shows that the Respondent was unresponsive to Complainant's requests for the designer's visit to his residence to spot the new utility pole. This impaired the Complainant's ability to complete the installation work in a timely fashion. Finally, the Respondent, West Penn Power, executed an agreement that had a stipulation for completion of

preparatory work that was null and void from the date of execution. For these reasons, Complainant requests that the Commission grant the relief of the Complainant and dismiss the Objections and Answers of the Respondent.

Dated this 15<sup>th</sup> day of October 2019

  
Christopher L. Macey pro se

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# Exhibit A

Macey v. West Penn Power  
Reply to Answer and New Matter  
Docket C-2019-3012705  
Two pages

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Page 1 of 2

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

Lauren M. Lepkoski, Esq.  
(610) 921-6203  
(330) 315-9263 (Fax)

610-929-3601

January 8, 2019

**VIA EMAIL AND UPS OVER NIGHT**

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

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

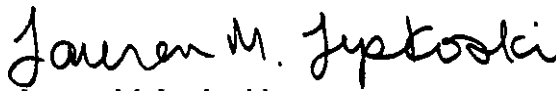
Dear Mr. Macey:

As previously discussed, West Penn Power Company ("West Penn" or the "Company") went to the property located at 201 Highland Avenue South in order to evaluate the costs associated with relocating the meter service for your property. The cost estimate associated with the Company's relocation of the meter service is \$0.00 as long as the electrician you hire will install the new meter pole in the location specified by West Penn's designer. Please note that the estimate does not include any additional costs that you will incur for any required work associated with equipment owned by you as the property owner which would need to be completed by an electrician of your choice. It is further agreed that the Zigbee radio will not be activated in the smart meter when installed at your property.

Should you wish to move forward with relocating the meter service for the property, please return this letter, signed, to me **no later than January 11, 2019** so that the process can be initiated, and we can work to resolve your formal complaint. Further, should you elect to relocate the meter service at your property and resolve your formal complaint, the relocation **must be completed by May 15, 2018**.

If you do not wish to move forward with relocating the meter service and wish to proceed to hearing, please contact me to advise.

Very truly yours,

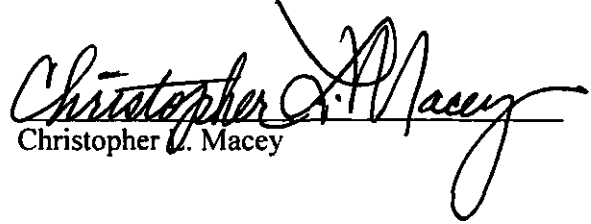
  
Lauren M. Lepkoski

Christopher L. Macey  
January 8, 2019  
Page 2 of 2

Page 2 of 2

I, Christopher L. Macey, agree to the terms listed above. My signature verifies settlement of the Formal Complaint filed under Docket No. C-2017-2628021.

Date: January 10, 2019

  
Christopher L. Macey

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# Exhibit B

Macey v. West Penn Power

Reply to Answer and New Matter

Docket C-2019-3012705

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SECRETARY'S BUREAU

**Macey, Chris**

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**From:** Macey, Chris  
**Sent:** Thursday, January 10, 2019 3:02 PM  
**To:** Lepkoski, Lauren M  
**Subject:** Christopher L Macey v. West Penn Power  
**Attachments:** img-110112434.pdf

Ms. Lepkoski, Your letter arrived at my house today, so I went home over lunch and picked it up. The signed original settlement document will be in the mail today, although I expect you will not receive it until perhaps Monday. I am attaching a scanned copy with this e-mail message.

I need to get another estimate from an electrical contractor and then select the contractor to do the installation work.

In the meantime at your convenience, would you give me the contact information for your company's representative (designer) so that person can meet with me and we can agree on exactly where to locate the new pole on my property? I also expect that he will be able to give me exact instructions/specifications on the equipment and wiring that I need to supply for the installation of the meter.

Thank you.

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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# Exhibit C

Macey v. West Penn Power  
Reply to Answer and New Matter  
Docket C-2019-3012705

**Macey, Chris**

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**From:** Macey, Chris  
**Sent:** Monday, March 25, 2019 1:41 PM  
**To:** Lepkoski, Lauren M  
**Cc:** Giesler, Tori  
**Subject:** RE: [EXTERNAL] Christopher L. Macey v, West Penn Power Company Docket C-2017-2628021

Ms. Lepkoski, I am trying to arrange a contractor to install the new utility pole, pursuant to my settlement agreement. I do not want to go through the huge expense and have the installation be unsuitable to West Penn Power, so I would like to have a WPP representative come out to my residence and specifically identify a location on my lot for the utility pole that is acceptable to them.

Will you kindly give me a contact name and telephone number for a WPP representative so that I can proceed on this? Thank you.

Regards,

Chris Macey

**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)

---

**From:** Lepkoski, Lauren M <llepkoski@firstenergycorp.com>  
**Sent:** Friday, January 04, 2019 5:08 PM  
**To:** Macey, Chris <Chris.Macey@RescoProducts.Com>  
**Cc:** Giesler, Tori <tgiesler@firstenergycorp.com>  
**Subject:** RE: [EXTERNAL] Christopher L. Macey v, West Penn Power Company Docket C-2017-2628021

Good afternoon Mr. Macey,

I confirmed that as long as your contractor will install the new meter pole in the location specified by the West Penn Power Company's ("West Penn") designer the only work that West Penn will need to complete is the transfer of the existing service wire, which will be at no additional cost. Therefore, you will only incur the costs for the work that needs to be completed on your side of the facilities by your contractor.

I also confirmed that we will not activate the zigbee radio on your smart meter.

Finally, the Company can agree to give you until May 15, 2019, for the smart meter to be installed at your property.

I will send you a revised Settlement Letter on Monday. Please return the signed Settlement Letter next week and we will file a Certificate of Satisfaction with the ALJ .

Thank you,

Lauren

# **Exhibit D**

**Macey v. West Penn Power**

**Reply to Answer and New Matter**

**Docket C-2019-3012705**

**Macey, Chris**

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**From:** Macey, Chris  
**Sent:** Friday, April 5, 2019 4:13 PM  
**To:** Lepkoski, Lauren M  
**Cc:** Giesler, Tori  
**Subject:** Complaint C-2017-2628021

Ms. Lepkoski,

I sent you a message on 3/25 and also called your office yesterday requesting a phone call back. Also refer to my 1/10/2019 e-mail message to you regarding this matter.

Per my agreement to settle the complaint, I need to have the smart meter installed on a new utility pole at my residence by May 15<sup>th</sup> (in five weeks). I have placed several calls to Dan Oswald (West Penn Power) asking him to contact me so that I can get moving on a contractor to plant the utility pole and the equipment I need to supply necessary for that, but I have received no response. (Dan Oswald was the original contact that you gave me in February 2018).

Can you give me the contact information of someone at West Penn Power I can speak with regarding the equipment that I need to provide for the meter? I also want West Penn Power's agreement on a location for the new pole before I proceed. This is a huge amount of money I will need to spend, and I do not want to make an error that will be very costly.

Thank you.

**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)

# **Exhibit E**

**Macey v. West Penn Power**

**Reply to Answer and New Matter**

**Docket C-2019-3012705**

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

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

Rosemary Chiavetta, Secretary, Pennsylvania Public Utility Commission

# Exhibit F

Macey v. West Penn Power

Reply to Answer and New Matter

Docket C-2019-3012705

Two pages



Valley Electric Company, Inc.  
330 Main Street, Imperial, PA 15126  
(724)695-8810 office (724) 695-8827 fax

**ELECTRICAL PROPOSAL**

<b>ATTENTION:</b>	Chris Macey	<b>DATE:</b>	9-25-18
<b>SUBMITTED TO:</b>	Chris Macey	<b>FROM:</b>	Michael G. Vraninin
<b>JOB NAME:</b>	Relocation of house meter	<b>JOB LOCATION:</b>	201 Highland S, Oakdale Pa

**QUALIFICATIONS:**

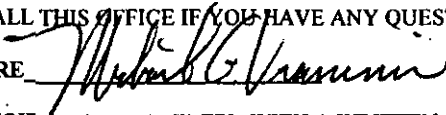
1. Acceptance of this proposal is binding only if the project is constructed.
2. Payment will be made on account of materials or equipment not incorporated in the work but delivered and suitably stored at the site or at some other location agreed upon.
3. Final payment and retention shall be due fifteen days after completion of this subcontractor's work to do satisfaction of the engineer and Owner/General Contractor for the work performed.
4. Correction or replacement of work damaged by others not included.
5. Normal clean up of debris caused by this contractor's work only, shall be done by this contractor. In the event General Contractor or Owner feel contractor has not complied with his clean up duties, a written notice shall be issued to contractor's main office stating same and contractor shall be permitted three (3) days from receipt of notice to correct situation. If contractor after that date shall fail or refuse to do his own clean up, then only, shall General Contractor/Owner be permitted to do same and back charge contractor. It is further understood that we shall carry our debris to one central location if no chute is available for removal from the site by others.
6. This contractor to be listed as an additional named insured on the builders risk insurance policy and policy to state your subcontractors are also insured on this project. Copy of the policy will be issued before work commences.

**WE PROPOSE HEREBY TO FURNISH MATERIAL AND LABOR COMPLETE IN ACCORDANCE WITH THE ABOVE SPECIFICATIONS FOR THE SUM OF: See page 2**

**PAYMENT TO BE MADE AS FOLLOWS:** Upon Completion

ALL MATERIAL IS GUARANTEED TO BE SPECIFIED. ALL WORK TO BE COMPLETED IN A WORKMAN LIKE MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS CONTINGIENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL. OWNER TO CARRY FIRE, TORNADO AND OTHER NECESSARY INSURANCE. OUR WORKERS ARE FULLY COVERED BY WORKMANS'S COMPENSATION.

PLEASE FEEL FREE TO CALL THIS OFFICE IF YOU HAVE ANY QUESTIONS.

AUTHORIZED SIGNATURE 

NOTE: THIS PROPOSAL VOID IF NOT ACCEPTED WITH A WRITTEN CONFIRMATION WITHIN 30 DAYS OF PROPOSAL DATE ABOVE.

ACCEPTANCE OF PROPOSAL: THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY, ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO WORK SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

DATE OF ACCEPTANCE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_



Valley Electric Company, Inc.  
330 Main Street, Imperial, PA 15126  
(724)695-8810 office (724) 695-8827 fax

**ELECTRICAL PROPOSAL**

<b>ATTENTION:</b>	Chris Macey	<b>DATE:</b>	9-25-18
<b>SUBMITTED TO:</b>	Chris Macey	<b>FROM:</b>	Michael G. Vraninin
<b>JOB NAME:</b>	Relocation of house meter	<b>JOB LOCATION:</b>	201 Highland S, Oakdale Pa

**Scope of Work:**

\* Furnish and install 1 - 25' wooden pole for the sole purpose of relocation of house meter. Pending approval by third party inspection agency and First Energy. Price also includes excavation for wooden pole.

**Cost for this work: \$4,479.00**

\*This estimate is for completing the scope of work as described above. It is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started. If unforeseen circumstances occur, approval of any additional costs will be required.

**\*\*ANY ADDITIONAL WORK PERFORMED OUTSIDE OF THE ABOVE SCOPE OF WORK WILL BE DONE SO ON A TIME AND MATERIAL BASIS.**

**\*\*\*THIS PROPOSAL PRICE WILL EXPIRE 30 DAYS AFTER THE DATE ISSUED. WE CANNOT GUARANTEE THE COST OF THE EQUIPMENT WILL NOT INCREASE AFTER THIS DATE.**

Labor is warranted for 1 year (damage caused by others not included) after completion of the scope of work in this proposal.

ACCEPTANCE OF PROPOSAL: THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY, ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO WORK SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

DATE OF ACCEPTANCE: 4/26/2019

SIGNATURE: Christopher Macey

SIGNATURE: \_\_\_\_\_

# Exhibit G

Macey v. West Penn Power  
Reply to Answer and New Matter  
Docket C-2019-3012705

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

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OCT 15 2019  
PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

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  
MAY 13 2019  
LEGAL DEPT.

# Exhibit H

Macey v. West Penn Power

Reply to Answer and New Matter

Docket C-2019-3012705

**Macey, Chris**

---

**From:** Macey, Chris  
**Sent:** Friday, July 12, 2019 1:41 PM  
**To:** scurcio@firstenergycorp.com  
**Cc:** Hannah Cyphers; Lepkoski, Lauren M  
**Subject:** Installation of Smart meter at my residence  
**Attachments:** 20190712132354.pdf

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)

# Exhibit J

Macey v. West Penn Power  
Reply to Answer and New Matter  
Docket C-2019-3012705

RECEIVED

OCT 15 2019

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

**Macey, Chris**

---

**From:** Lepkoski, Lauren M <llepkoski@firstenergycorp.com>  
**Sent:** Friday, August 16, 2019 10:22 AM  
**To:** Macey, Chris; Curcio, Scott M  
**Cc:** Hannah Cyphers; Giesler, Tori; Ahr, John C  
**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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If you have received this electronic transmission in error, please notify us by telephone (330-384-5506) or reply via electronic mail to the sender and promptly destroy the original transmission.

Thank you for your cooperation.

\*\*\*\*\*

**From:** Macey, Chris <Chris.Macey@RescoProducts.Com>  
**Sent:** Friday, July 12, 2019 1:41 PM  
**To:** Curcio, Scott M <scurcio@firstenergycorp.com>  
**Cc:** Hannah Cyphers <hc@valleyelectriccompany.com>; Lepkoski, Lauren M <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.

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**CHRISTOPHER L. MACEY** :  
 :  
 :  
 v. : **Docket No. C-2019-3012705**  
 :  
 :  
**WEST PENN POWER COMPANY** :

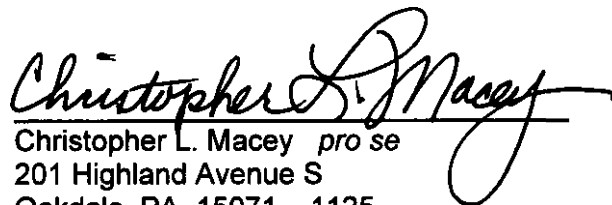
**CERTIFICATE OF MAILING**

I hereby certify that I have this day mailed a correct and true copy of the Reply to Answer and New Matter of West Penn Power Company to the Complaint of Christopher L. Macey, upon the individuals listed below.

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

Lauren M. Lepkoski  
First Energy Services Company  
2800 Pottsville Pike  
P.O. Box 16001  
Reading, Pennsylvania 19612-6001

Dated: October 15, 2019

  
Christopher L. Macey *pro se*  
201 Highland Avenue S  
Oakdale, PA 15071 - 1125  
724-255-7408

**RECEIVED**

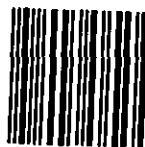
OCT 15 2019

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

PRESS FIRMLY TO SEAL



1007



17120

U.S. POSTAGE PAID  
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OKDALE, PA  
15071  
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AMOUNT  
**\$25.50**  
R2305M148677-04



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**CUSTOMER USE ONLY**

**FROM:** (PLEASE PRINT) **PHONE:** 124 255-7408  
**CHRISTOPHER MACEY**  
**201 HIGHLAND AVE. S**  
**OAKDALE, PA 15071 - 1125**

**PAYMENT BY ACCOUNT (if applicable)**

USPS® Corporate Acct. No. Federal Agency Acct. No. or Postal Service™ Acct. No.

**DELIVERY OPTIONS (Customer Use Only)**

**SIGNATURE REQUIRED** (Note: The addressee must check the "Signature Required" box if the addressee: 1) Requires the addressee's signature; OR 2) Purchases additional insurance; OR 3) Purchases COD service; OR 4) Purchases Return Receipt service. If the box is not checked, the Postal Service will leave the item in the addressee's mail receptacle or other secure location without attempting to obtain the addressee's signature on delivery.)

**Delivery Options**

No Saturday Delivery (delivered next business day)  
 Sunday/Holiday Delivery Required (additional fee, where available\*)  
 10:30 AM Delivery Required (additional fee, where available\*)  
 \*Refer to USPS.com® or local Post Office™ for availability.


**ORIGIN (POSTAL SERVICE USE ONLY)**

1-Day  2-Day  Military  OPO

PO ZIP Code	Scheduled Delivery Date (MM/DD/YY)	Postage
15071	10/16	\$ 25.50
Date Accepted (MM/DD/YY)	Scheduled Delivery Time	Insurance Fee
10/15	<input type="checkbox"/> 10:30 AM <input type="checkbox"/> 3:00 PM	\$
Time Accepted		COD Fee
12:58		\$

**TO:** (PLEASE PRINT) **PHONE:** ( )

**ROSEMARY CHIAVETTA**  
**PENNSYLVANIA PUBLIC UTILITY COMM.**  
**COMMONWEALTH KEYSTONE BLDG.**  
**400 NORTH ST. 2ND FLOOR**  
**HARRISBURG, PA**  
 ZIP + 4® (U.S. ADDRESSES ONLY)  
**17120**



**CMPC**

**To: CHIAVETTA, R. PUC**

Agency: PUC  
 Floor:  
 External Carrier: EXPRESS

■ For pickup or USPS Tracking™, visit USPS.com or call 800-222-1811.  
■ \$100.00 Insurance Included.

**PEEL FROM THIS CORNER**

**DELIVERY**  
 Delivery Attempt

Delivery Attempt

LABEL 11-B, 1



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10/16/2019 10:26:33 AM