

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Terry Terrill	:	
	:	
V.	:	C-2019-3011807
	:	
Pennsylvania Electric Company	:	

**EXCEPTIONS TO THE INITIAL DECISION**

Filed on behalf of: Terry Terrill and Katherine Terrill  
Pro-Se Litigants - Plaintiff

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Defendant: Pennsylvania Electric Company

Attorney for Defendant: Margaret Morris, Esq.  
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## I. INTRODUCTION

Mr. Terry Terrill has filed a Formal Complaint with the Pennsylvania Utility Commission regarding the outstanding balance on his electric utility service through the Pennsylvania Electric Company, also known as Penelec. Mr. Terrill is being accused of not paying his utility bill for a number of years, paying by electronic means via checking account/savings account that was not honored, which is arguable, as well as filing numerous informal complaints to delay termination of electric service, again, which is arguable. Mr. Terrill (hereby known as Plaintiff) is filing these exceptions to the initial order to argue that he has not shirked his responsibilities in paying his utility bill or that he has violated the initial order given by the Administrative Judge.

## II. EXCEPTIONS

**TT Exception No. 1:** Payment tendered through electronic means accepted by utility but not credited to account. Payment attempted through credit card was not allowed per customer service representative.

Plaintiff has made numerous payments via the First Energy website offered to their customers, "Epay Preferred." The Pennsylvania Electric Company (hereby known as defendant) has received those funds, in due time has reversed those payments due to being not honored by the financial institution of the Plaintiff. Our argument is that while the defendant reversed those payments and notified the Plaintiff, the Plaintiff did, in fact, make restitution for those payments via money order and cashier's check from Plaintiff's financial institution. Those payments were sent using the United States Postal Service Certified Mail system with Return Receipt attached. Plaintiff does have a photocopy from the local post office of the Return receipt for the accepted certified mail. In addition, the financial institution of the Plaintiff also has forwarded to the Plaintiff a copy of the endorsed cashier's check for which payments were made. Upon contacting the defendant on numerous occasions, they are not acknowledging said payment had been received. The defendant's customer service representative asked for said documents to be faxed to their office, which Plaintiff did do so. Again, when contacting the defendant, the faxed information was not acknowledged. Plaintiff resent the

information. Plaintiff then filed a formal complaint with the Pennsylvania Public Utility Commission.

The plaintiff has forwarded through Cashiers check/money order a total of \$4,038.64. The missing payments are still not applied despite Plaintiff submitting all proper proof of tender, with a confirmed fax sent sheet.

Per the formal complaint filing, an agreement had been made between the Plaintiff and Defendant to again submit funds to stop termination of service. Termination would be catastrophic due to a medical issue inside the home that requires one of the occupants to be on a constant oxygen condenser. On November 4, 2019 the plaintiff, per the agreement, was to call the defendant and make a lump sum payment of \$3,000.00 with the credit card of a relative, to start a new installment agreement. Plaintiff was to call, again on November 7, 2019 to submit a \$234.00 monthly installment payment. Upon the date of November 4, 2019, the Plaintiff did attempt to make a credit card payment via the "Epay Preferred" website used by the Defendant, but it was not accepted due to utility account invalid. Plaintiff did call the customer service helpline for the "Epay Preferred" website and was told that there was no reason it should have not gone through. Plaintiff again tried to submit payment and it would not be accepted. Defendant was called and was told that it should work fine and keep trying. They could take a payment over the phone for a nominal fee that the Plaintiff did not have. Plaintiff also called the service of "Epay Preferred" and was told that he could only make a payment of \$600.00 at any given time which would not have satisfied the agreement. The Plaintiff's financial institution has agreed to speak with anyone in regards to the cashiers check being made and printed at the financial institution with their signature. Plaintiff is extremely hesitant to submit another cashiers check/money order due to the fact that the defendant will not acknowledge the previous sent and is not comfortable with having the defendant receiving more funds when the initial payment has not been located. It is not that the Plaintiff did not want to pay as suggested by the Defendant, it is that there was no recourse given to the Plaintiff to make this payment as all forms of submitting payment were denied to him to make the agreement of October 26, 2019. Because of this, the Plaintiff is requesting an alternate means to submit payment per the mediation agreement established on October 26, 2019. Plaintiff has also attempted to retain legal counsel as he is not trained the legal field. He feels that because of this, he is at a very unfair advantage.

Plaintiff did again call First Energy to attempt to make payment on November 13, 2019. Upon talking to the customer service representative, an itemized list of payments received was \$4308.64 on November 4, 2018. When asked if the payments posted, the representative did relay the information that the payment was received. She was asked if the payment was returned and Plaintiff was advised that it had not been returned. The above mentioned payment is the payment in question that facilitated the beginning of

the formal complaint regarding the defendant. Per the defendant's customer service representative, that payment had been received and as of today's date of November 14, 2019, the payment has not been returned. That payment would decrease the account balance by significant amounts. If the customer service representative states that the payment was accepted, why is the defendant denying the payment was made and not returned as they have stated?

### III. CONCLUSION

On October 26, 2019, the Plaintiff and Defendant entered into an agreement to pay a total of \$3,234.00 to start an installment plan on the Plaintiffs past due balance to prevent termination. When Plaintiff's father in law attempted to make payment, the Alorica payment system as well as Epay Preferred would not accept payment due to invalid account number. Again, Plaintiff contacted the defendant. Nothing was done to assist the Plaintiff is getting payment accepted. Defendants father in law attempted to make payment via telephone but was told he was not authorized on the account to make the payment . Plaintiff was denied the authority to add his father in law to account to make the aforementioned payment.

The Plaintiff is not trying to shirk his responsibilities in paying his bills. He is trying to find an avenue that will accept his payment. He is also asking that the PUC help him in locating the payment previously tendered via Cashiers Check/Money Order from his financial institution or in this case in light of new information, that the defendant acknowledge payment received in the amount of \$4,038.64 as his customer service representative has relayed had been accepted and not listed as returned. If the payment were known to be accepted, the Plaintiff would have never had to remit an additional payment per the October 26, 2019 agreement.

The Plaintiff, Terry Terrill, respectfully requests that the Commission grant these exceptions and the plan as amended to reflect that Plaintiff was not permitted to make his agreed upon payment via credit card in his father in laws name due to the fact that the website used by the defendant would not recognize the Plaintiff's utility customer account number. When calling the Defendant, Plaintiff was not authorized to make the payment due to the card being in anothers name, at which they would not authorize the Plaintiff's father in law to make the payment himself. The Plaintiff was also informed that the payment previously filed that preceded this formal complaint was accepted by the defendant and not returned as Plaintiff had been told by the defendant in the past.

Plaintiff will not acknowledge payment received nor documentation from Plaintiff's financial institution though customer service agents will attest that the payment was in fact valid.

*Terry Terrill*

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Dated November 13, 2019

## CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the foregoing document upon all parties of record in this proceeding in accordance with the requirements of 52 Pa Code Section 1.54 (relating to service of a participant), in the manner and upon the persons listed below.

### Via First Class U.S. Mail and Electronic Mail Service

The Honorable Katrina L. Dunderdale  
Administrative Law Judge  
Pennsylvania Public Utility Commission  
P.O. Box 3265  
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Harrisburg, PA 17105

Pennsylvania Office of Consumer Advocate  
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Terry Terrill

Dated: November 13, 2019