

REPLY TO ANSWER AND NEW MATTER

Docket No. F-2025-3054625

Clark O'Donnell v. FirstEnergy Pennsylvania Electric Company (West Penn Rate District)

To the Pennsylvania Public Utility Commission:

I, Clark O'Donnell, submit this formal reply to the Answer and New Matter filed by FirstEnergy Pennsylvania Electric Company (West Penn Power). I deny and object to the defenses raised and reaffirm the allegations and requests in my formal complaint.

I. BACKGROUND AND KEY POINTS

I have been the sole resident at 865 Little Deer Creek Valley Road for the past decade. Although I was not the listed account holder, I have been the one paying the electric bill consistently for over five years—often \$300–\$350 per month—to prevent disconnection. FirstEnergy has explicitly acknowledged in writing that I am not legally responsible for the balance on the account. However, they refused to let me establish service in my own name unless I paid the full balance—over \$5,000—despite it not being mine.

Because the account was not in my name, I was denied access to low-income assistance programs like PCAP, even as I continued to pay out of my own income. FirstEnergy has also demanded a \$376 security deposit to open a new account in my name, despite acknowledging I am not responsible for the prior debt. This requirement is unreasonable and punitive, particularly given that I have already been the sole payer for the last five years.

Notably, FirstEnergy only offered to let me open a new account after I filed my informal PUC complaint. Prior to that, they flatly refused, creating an impossible situation: they would not let me open an account, but they also threatened disconnection if I did not pay. I cannot afford the deposit without the refund I am owed, and I will not sign a new account agreement until they make me whole and ensure this cannot happen again.

II. FIRSTENERGY'S OWN EVIDENCE CONTRADICTS THEIR ANSWER

Remarkably, FirstEnergy has submitted evidence that directly supports my complaint and contradicts their own Answer. In Attachment 3 (BCS Decision No. 4037898), their own filing contains multiple damning admissions:

First, they state:

"THE COMPANY OFFERED JEAN O'DONNELL, THE APPLICANT'S MOTHER AND THE ACCOUNT HOLDER AT 865 LITTLE DEER CREEK VALLEY RD, A PAYMENT ARRANGEMENT ON 11/21/2024, BUT SHE WAS UNABLE TO MAKE THE DOWNPAYMENT TO ESTABLISH THE PAYMENT ARRANGEMENT."

Even more damaging, under "Company Position," they directly admit to the coercive practice I alleged:

"THE ACCOUNT REMAINS IN HIS MOTHER'S NAME BECAUSE IT CAN'T BE TRANSFERRED UNTIL THE BALANCE IS PAID."

These admissions prove that:

1. FirstEnergy knew Jean O'Donnell was a separate person who doesn't live at my address ("THE APPLICANT'S MOTHER")
2. They were negotiating payment arrangements with someone other than the person actually using the electricity (me)
3. They explicitly conditioned essential utility service on payment of debt they now admit is not mine - the very definition of coercion
4. Their billing practices were creating exactly the coercive situation I describe - demanding payment from the actual resident while maintaining an impossible transfer condition

This evidence directly contradicts FirstEnergy's Answer, which denies wrongdoing and claims their practices were reasonable. Their own submission proves they knew the account holder lived elsewhere while deliberately maintaining a coercive billing arrangement that forced me to pay someone else's debt under threat of losing essential electric service.

III. ADA VIOLATIONS AND LACK OF ACCESS

I have a documented disability that prevents me from making phone calls. I have repeatedly requested, in writing, to communicate via email as a reasonable accommodation under the ADA. FirstEnergy refused for years, telling me to have someone else call on my behalf. Their own lawyer's response in this matter confirms the ongoing discrimination:

"There are certain transactions that can only be performed by speaking with a representative in the Call Center."

This is a direct admission that FirstEnergy's system denies equal access to customers with communication-related disabilities, in violation of the ADA. This statement constitutes a clear confession of disability discrimination under federal law, made by their own counsel in a formal legal filing.

IV. COERCION AND UNLAWFUL PRACTICES

FirstEnergy's conduct has been coercive and unreasonable:

- Threat of disconnection: Every payment I made was under the explicit threat of losing essential electric service
- Impossible conditions: Requiring me to pay another person's debt to obtain service in my own name
- Assistance barriers: Dollar Energy Fund, FirstEnergy's partner, also refused email communication, further blocking my ability to access help

These practices created a "Catch-22" where I could not access assistance because the account wasn't in my name, and I couldn't open an account without paying off a balance I did not incur.

V. SPECIFIC REPLIES

Paragraph 1: I admit I requested service in my name and was denied. I deny that this denial was lawful or justified.

Paragraphs 2–3: Admitted.

Paragraph 4: I deny that there are no incorrect charges or that I am not due a refund. FirstEnergy's own April 10, 2025 email confirms that I am not responsible for the balance, yet they continue to demand payment and refuse a refund.

Mediation (Paragraphs 12–15): I object to mediation. This matter involves systemic disability discrimination, coercion, and unreasonable utility practices that require formal Commission adjudication.

VI. FACTUAL CLARIFICATIONS

Balance Transfers: FirstEnergy's January 29, 2025 email confirmed that over \$3,700 in debt was transferred from other accounts in Jean O'Donnell's name, debt I never agreed to or incurred.

Company Admission of Coercion: FirstEnergy's own BCS filing acknowledges they were negotiating payment arrangements with Jean O'Donnell while I was being forced to pay under threat of disconnection.

Payment History: All payments were made from my personal bank accounts or by my mother on my behalf solely because FirstEnergy refused email communication. My mother does not live in this house and was only involved to help me overcome FirstEnergy's refusal to provide ADA accommodations.

Security Deposit: Demanding a \$376 security deposit from someone who has been the sole resident and payer for years is punitive and unjust.

VII. RELIEF REQUESTED

I respectfully request that the Commission:

1. Reject FirstEnergy's request for mediation and proceed to a formal hearing
2. Order immediate establishment of service in my name without requiring payment of any deposit or transferred balance
3. Order a full refund of all coerced payments I made under threat of disconnection for debt I did not incur
4. Direct FirstEnergy to comply with the ADA, including providing email and online-based communication for all essential account transactions
5. Find that FirstEnergy's conduct has been unreasonable and in violation of Pennsylvania utility law
6. Preserve my right to amend or supplement this reply as needed, especially if additional evidence emerges

VIII. CONCLUSION

FirstEnergy's own admissions demonstrate that they:

- Coerced payments from me under threat of losing electricity
- Systematically discriminated against me as a disabled customer
- Denied me access to essential assistance and utility services in a discriminatory and unreasonable manner
- Knew the true facts of the situation while misrepresenting them in their Answer

Most remarkably, FirstEnergy has submitted evidence that directly corroborates my complaint while attempting to deny liability. Their own BCS filing proves they knew Jean O'Donnell was a separate person living elsewhere, yet they continued to accept coerced payments from me under threat of disconnection.

The Commission should reject FirstEnergy's defenses and provide the relief requested to ensure fair treatment and to prevent similar harm to others.

Respectfully submitted,

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Certificate of Service

I certify that a true and correct copy of this Reply has been served upon counsel for FirstEnergy Pennsylvania Electric Company by the method indicated in their Answer.

Date: May 25, 2025

Clark O'Donnell