

January 5, 2026

Via Electronic Filing

Matthew Homsher, Esquire
Secretary
PA Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

**Re: Docket No. F-2025-3054625
Clark O'Donnell v. FirstEnergy Pennsylvania Electric Company
Reply Exceptions of FirstEnergy (West Penn Rate District)**

Dear Secretary Homsher:

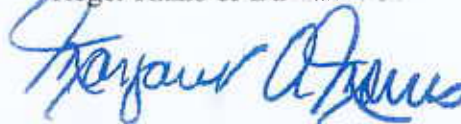
Attached for filing is the Reply of FirstEnergy Pennsylvania Electric Company to the Exceptions filed by Clark O'Donnell (Complainant) in the above referenced proceeding.

A copy of the Reply Exceptions has been provided to the Complainant in the manner indicated on the attached Certificate of Service.

If there are any questions, please do not hesitate to contact me.

Very truly yours,

Reger Rizzo & Darnall LLP



Margaret A. Morris

MAM/co
Enclosures

cc: The Hon. Mary D. Long, PA Public Utility Commission [w/encls.]
Office of Special Assistants, PA Public Utility Commission [w/encls.]
Tori Giesler, Esquire, FirstEnergy Service Company [w/encls.]
Clark O'Donnell [w/encls.]

**Re: Docket No. F-2025-3054625
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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document has been served upon the following person(s), in the manner indicated, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a participant).

Via Electronic Mail

Clark O'Donnell
odonnellclark.j@gmail.com

Dated: January 5, 2026



Margaret A. Morris, Esquire

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

CLARK O'DONNELL

v.

FIRSTENERGY PENNSYLVANIA
ELECTRIC COMPANY

:
:
:
:
:
:

Docket No. F-2025-3054625

**REPLY EXCEPTIONS
OF FIRSTENERGY PENNSYLVANIA ELECTRIC COMPANY
TO COMPLAINANT'S EXCEPTIONS**

Margaret A. Morris, Esq.
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Dated: January 5, 2026

*Counsel for FirstEnergy Pennsylvania
Electric Company (West Penn Rate District)*

Introduction

In accordance with the Commission's directive and Section 5.535 of the Commission's Regulation, 52 Pa. Code § 5.535, FirstEnergy Pennsylvania Electric Company, West Penn Rate District (Respondent, FE PA or Company), submits its Reply to the Exceptions of Clark O'Donnell (Complainant) which support the adoption of the Initial Decision (ID) of Administrative Law Judge Mary D. Long (Judge Long). The Commission should deny the Exceptions, affirm the ID in its entirety and sustain the dismissal of the Formal Complaint. The findings of facts and conclusions of law set forth in the well-reasoned ID are based on the record evidence and sustain the dismissal of the Complaint.

Relevant History of Proceedings

On April 14, 2025, Clark O'Donnell (Complainant) filed a Formal complaint¹ against Fe PA alleging the Company was threatening to terminate his service and was holding him responsible for charges billed under the account in the name of Jean O'Donnell (Customer). He wanted the Commission to direct the Respondent to refund money that he paid on the Customer's account under threat of termination. He also alleged that Respondent refused to provide reasonable accommodation for his disability by ensuring that all communication with him is conducted by email, contending that telephone communication is not accessible to him. The Complainant also requested that any hearings or interactions related to his complaint be conducted through email correspondence or written documentation.

The Respondent filed an Answer and New Matter on May 7, 2025, denying the material allegations. FE PA specifically denied that there were incorrect charges on the bill and admitted that it issued a termination notice for the unpaid balance on the account.

On June 18, 2025, an Interim Order cancelling the July 29, 2025, hearing was issued and providing the parties with a schedule for the submission of written testimony and a procedure for objections.

Both parties timely served their respective written testimony and exhibits.

Initial Decision

Judge Long's ID was issued on December 3, 2025, and dismissed the Complaint concluding that the Complainant failed to meet the burden of proof that the Company did not provide reasonable and adequate service in violation of the Public Utility Code (Code), a Commission regulation or a Commission order. 66 Pa.C.S. § 332(a). Specifically, Judge Long concluded:

The Complainant is an articulate advocate on his own behalf. Despite his communication challenges, he is able to state his position in writing. However, the Complainant must accept the limitations of written communication if he does not choose to seek the assistance of others. The Respondent is not required to craft special procedures to accommodate the unique circumstances posed by the Complainant's living circumstances.

The customer contacts for the Service Address account are complicated. The Respondent cannot be held responsible for any miscommunication or disagreement between the Complainant and his mother regarding the management of the account. It was not unreasonable for the Respondent to request clarification of facts by telephone when Jean O'Donnell demonstrated that she was willing to speak to the Respondent's customer service by telephone. From the Respondent's perspective, the account

holder, Jean O'Donnell, is ultimately responsible for the management of the account even though the Complainant is listed as an authorized contact and has made payments on the account balance. Viewing the record as a whole, the Respondent made significant efforts to communicate with the Complainant by email and to also discuss the account by telephone with the Complainant's mother. The Respondent is willing to place the account for the Service Address in the Complainant's name, but the Complainant must submit the appropriate identification and information required by the Respondent in order to qualify for an account in his name. The Respondent has a duty to verify the identity of its customers and to ensure that provisions are made for the payment of the usage on the account.

There is no evidence that the Respondent violated any Commission statute or regulation. Therefore, the complaint will be dismissed.

ID at pp.23-24.

Discussion

The Complainant filed 6 Exceptions disputing Judge Long's findings and analysis.

EXCEPTION NO. 1: The ALJ erred in finding no violation of 52 Pa. Code § 56.282(4) regarding the security deposit waiver requirement (Findings of Fact Nos. 46-48; Discussion at 17-21; Conclusion of Law No. 6).

The Complainant contends that he should not be required to pay a security deposit in order to establish service in his name. Specifically, he contends that his participation in MAWD demonstrates that he is eligible for the waiver of the security deposit as a low-income customer. The Complainant also argues that the Respondent improperly conditioned the waiver of a security deposit by requiring him to contact Dollar Energy Fund, because a utility "cannot restrict 'confirmation' [of eligibility] to an inaccessible, phone-centric process or outsource accessibility to a third party vendor without providing an equally effective written alternative." The Complainant also

contends that he made payments on the account for years which should be sufficient to establish his creditworthiness.

Judge Long dismissed this issue finding:

The Complainant did not offer any evidence that he had offered the Respondent any income information or that he was unable to communicate with the Dollar Energy Fund in writing. Indeed, the Complainant's Exhibit B includes an email exchange with the Dollar Energy Fund in 2021. Those exchanges do not indicate that the Complainant must contact the Dollar Energy Fund by telephone in order to qualify for assistance, but that the Dollar Energy Fund could not qualify him for assistance because the account was not in his name. The Complainant did not offer any evidence that he attempted to contact the Dollar Energy Fund in connection with his January 2025 application for service.

The Complainant argues that the Respondent should have accepted his MAWD card as proof of his low-income status. The Respondent does not accept participation in MAWD as proof that an applicant qualifies for CAP. Ms. Sukhu explained that according to the Pennsylvania Department of Human Services website, the Respondent's CAP program uses a different income threshold than MAWD to define "low income" for the purposes of CAP and waiver of the security deposit requirement.

The Complainant does not dispute that the income threshold to qualify for MAWD is different than the income threshold to qualify for CAP. Therefore, the Respondent did not violate the Commission's security deposit regulation by refusing to accept his participation in MAWD as proof of his eligibility for CAP.

The Complainant also argues that the Respondent should have considered payments he made to the account as an adequate payment history. In support of his assertion, the Complainant includes screenshots which he claims show four payments that he made to the Respondent.

Four payments are not sufficient to establish a "prior public utility payment history" within the meaning of Section 56.282 (1).³² First, it fails to demonstrate that he made payments for 24 consecutive months. Second, as discussed above, he was not "primarily responsible" for payment of the service.

Finally, the Complainant claims that he has been the co-owner of the Service Address since October 2023 and therefore is not required to pay a security deposit. However, the Complainant's Exhibit J is incomplete and does not establish that the Complainant is the co-owner of the Service Address. Nor did he provide evidence that he had submitted the deed to the Respondent in support of his request to waive the security deposit pursuant to Section 56.282(2).

In sum, the Complainant failed to prove that the Respondent violated Section 56.282 of the Commission's regulations by seeking a security deposit as a condition of placing the account for the Service Address in his name.

ID at pp. 20-21.

The Exceptions simply reargue his position that was soundly rejected by Judge Long. The record evidence supports Judge Long's analysis and disposition of this issue; the Complainant's Exceptions regarding this issue should be denied.

EXCEPTION NO. 2: The ALJ erred in finding no violation of 66 Pa.C.S. § 1501 regarding reasonable service (Discussion at 11-16; Conclusion of Law Nos. 4-5, 9).

The Complainant alleges that Judge Long findings are legally erroneous, against the weight of the evidence and ignores ongoing violations that continue to this day.

Judge Long dismissed this issue by stating:

Section 1501 requires that a public utility must furnish and maintain adequate, efficient, safe, and reasonable service and facilities. However, public utilities are not required to provide "perfect service." The Commonwealth Court has emphasized that the standard for evaluating utility service is that of reasonableness. Upon finding that the service or facilities of a public utility are unreasonable, unsafe or inadequate, the Commission may direct the utility to remediate its service.

The definition of “service” in Section 102 of the Public Utility Code, clearly indicates that a utility's service is not confined to the distribution of energy, but includes “any and all acts” related to that function. Therefore, the requirement to provide reasonable service includes reasonable customer service. The “unreasonable service” standard does not require perfect service to the individual subjective expectations of each and every customer. Rather, an objective “reasonable person” standard is inferred.

The account for the Complainant’s Service Address has been in the name of the Complainant’s mother, Jean O’Donnell, since 2012. The Respondent’s customer contacts show that sometimes Jean O’Donnell contacted the Respondent to discuss the account and sometimes the Complainant contacted the Respondent by email to discuss the account. There are instances in this record where the customer service representative suggested that the Complainant communicate by telephone to discuss the account, or that the Complainant asks a family member to make telephone calls for him.

The Commission’s decision in Harper is instructive. In Harper, the complainant suffered from post-traumatic stress disorder (PTSD). In his complaint he argued that his electric provider, PPL, violated the ADA because he requested that PPL not contact him by telephone because it triggered his PTSD. The Commission held that although the Commission had no jurisdiction to enforce the ADA, it could consider PPL’s practice of telephoning the complainant under Section 1501.

In Harper, the Commission held that there was no violation of Section 1501. Although PPL admitted to telephoning the complainant, PPL subsequently corrected the complainant’s file to remove his telephone number. The Commission found that the company corrected the complainant’s file to remove his telephone number and provided other methods for communication. Specifically, the Commission noted that PPL’s mistake or misunderstanding regarding the complainant’s aversion to communicating by telephone was not unreasonable service.

On the whole, it appears that the Respondent conducted a significant amount of communication with the Complainant in writing, including information directing him to resources for assistance in paying the bill. For example, following the email exchange between the Complainant and the Respondent on January 13, 2025, Rachel N. Sukhu processed the Complainant's application for service without verification by telephone. Although the Complainant's application was denied, he received that notification in writing.

ID at pp. 13-15

The communication history on this account is complex. Sometimes Jean O'Donnell spoke with customer service. Sometimes the Complainant communicated with customer service in writing. Reviewing the communication history on the account as a whole, it is not always clear that the Complainant and Jean O'Donnell necessarily communicated with each other regarding the account at the Service Address. This dynamic seemed to be implicitly recognized by the Respondent's customer service representatives, when they requested to speak with the Complainant regarding the account in order to verify his identity and clarify conflicts between his communication and Jean O'Donnell's communication. The Respondent has no responsibility to broker communication between family members in what may be a dispute between those family members. Although the Complainant was an "authorized contact" for the account, it is the account holder who retains the responsibility and control for the management of the account. Therefore, I do not find that the Respondent rendered unreasonable customer service to the Complainant.

ID at 15-17.

The Complainant simply disagrees with Judge Long's disposition of the issues. The record evidence supports Judge Long's analysis and disposition of this issue; the Complainant's Exceptions regarding this issue should be denied.

The Complainant excepts to Judge Long's granting the Motion of FE PA to strike portions of his written testimony and proposed exhibits. The *Interim Order Granting, in Part and Denying In Part Motion to Strike and Admitting Testimony Into The Record*, was entered August 27, 2025. Specifically the following Written Testimony and Complainant's Exhibits were not admitted into the record:

- Paragraphs 3, 4 and 5 on page 4 of the Complainant's Direct Testimony and Complainant's Exhibits A and E were not admitted on the grounds of relevancy.
- Pages 10-11 of the Complainant's Responsive Testimony and Complainant's Exhibit K on the grounds that the Complainant raised new allegations that FE PA had not had the opportunity to investigate or respond and were beyond the scope of the Formal Complaint.

The Complainant does not offer any substantive evidence or argument why Judge Long's ruling should be reversed. The Complainant's assertions, personal opinions or perceptions regarding the service provided do not constitute evidence. Personal opinion, no matter how strongly held, does not constitute evidence. *Pennsylvania Bureau of Corrections v. City of Pittsburgh*, 532 A.2d 12 (Pa. 1987). Even a *pro se* complainant must provide relevant and necessary information. *Groch v. Unemployment Comp. Bd. of Review*, 472 A.2d 286 (Pa. Cmwlth. 1984); *Vann v. Unemployment Comp. Bd. of Review*, 494 A.2d 1081 (Pa. 1985). However, other than his opinion he presented no evidence. More is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. *Norfolk and Western Ry. v. PA Public Utility Comm'n*, 489 Pa. 109, 413 A.2d 1037 (1980); *Erie Resistor Corp. v. Unemployment Compensation Bd. of Review*, 194 Pa. Super. 278, 166 A.2d 96 (1960); *Murphy v. Commonwealth, Dept. of Public Welfare, White Haven Center*, 85 Pa. Cmwlth. 23, 480 A.2d 382 (1984).

EXCEPTION NO. 3: The ALJ erred in finding Complainant was not "primarily responsible" for payment under 52 Pa. Code § 56.282(1) and in concluding no violation regarding coerced payments (Discussion at 16-17, 21; Conclusion of Law No. 9).

The Complainant alleges that he was primarily responsible for making payments and that such payments were coerced.

Judge Long dismissed this issue by stating:

The Complainant argues that the Respondent improperly required him to pay an "outstanding balance" before it would put service in the Complainant's name. He claims that the Respondent was holding him accountable for a "legacy" balance that was accrued by his grandmother. According to the Complainant, the Respondent "extorted" payment from him by requiring him to make payments in order to avoid the termination of service.

As noted above, the account for the Service Address was in the name of the Complainant's mother, Jean O'Donnell. It is axiomatic that a utility customer must pay for the utility service that he consumes. If the Complainant had an agreement with his mother regarding payment for electricity service or if the Complainant believed that his mother was responsible for paying the electricity bill for the Service Address, that is a private issue between the Complainant and his mother, the customer of record. There is no evidence that the Respondent failed to follow appropriate regulations by issuing termination notices when the account at the Service Address was in arrears.

Moreover, although the Complainant admits that he resided at the Service Address for the past ten years, the Respondent has agreed that it will not hold the Complainant responsible. The Complainant contends that the Respondent refused to put service in his name unless he paid an "inherited balance of over \$5,000." However, the Complainant does not provide any evidence that the Respondent refused to put the account in his name until the "inherited balance" was paid. The first reference to a request to put the account in his name in the record is in early 2025. At that point, the chief impediment to putting the account in his name appears to be the Complainant's failure to provide documentation which would permit the Respondent to verify his identity, not any balance on Jean O'Donnell's account for the Service Address.

ID at pp. 16-17

Again the Complainant simply re-argues his position. The record evidence supports Judge Long's analysis and disposition of this issue; the Complainant's Exceptions regarding this issue should be denied.

EXCEPTION NO. 4: The ALJ erred in finding the June 2025 termination notices did not violate 52 Pa. Code § 56.141 (Finding of Fact No. 50; Discussion at 22-23; Conclusion of Law No. 7).

The Complainant argues that the Respondent was not authorized to send a termination notice during pendency of dispute. According to the Complainant, the termination notice is further evidence of the Respondent's attempts to intimidate him.

Judge Long dismissed this issue by stating:

I agree with the Complainant that the instructions in the prehearing order became a nullity when the litigation was converted to a proceeding in writing. However, the Commission's regulations require a customer to pay the "undisputed portions" of the bill even when a dispute is pending before the Commission.

The filing of a formal complaint does not excuse a customer from making payments to maintain service for usage that is not included in the customer's dispute. Moreover, the termination notice was directed to the customer of record for the Service Address, Jean O'Donnell. The Complainant did not prove that the June 9, 2025, or June 17, 2025, termination notice addressed to the customer of record for the Service Address was in violation of the Commission's regulations or represents an attempt to intimidate the Complainant. As noted above, whatever arrangement the Complainant may have had with his mother regarding the payment of current bills is a private matter between the Complainant and his mother.

ID, pp. 22-23

The record evidence supports Judge Long's analysis and disposition of this issue; the Complainant's Exceptions regarding this issue should be denied.

EXCEPTION NO. 5: The ALJ's factual findings regarding Jean O'Donnell's telephone contacts lack adequate evidentiary support, and the ALJ misapplied the

burden of proof (Findings of Fact Nos. 15, 19, 26, 29; Discussion at 11, 24; Conclusion of Law No. 2).

The Complainant alleges that the admitted Customer Contacts, Exhibit CH-6 is hearsay arguing he could not cross-examine the witness since the parties agreed to waive cross-examination of factual witnesses. As stated in *Interim Order Permitting The Parties To Submit Written Testimony In Lieu Of A Hearing*, entered June 18, 2025, the Complainant had the opportunity to object to the admission of FE PA Exhibit CH-6. He did not and has waived his right to object at this stage of the proceedings. The Complainant's Exceptions regarding this issue should be denied.

EXCEPTION NO. 6: The ALJ erred in failing to address Complainant's request for prospective relief and ongoing accommodation obligations.

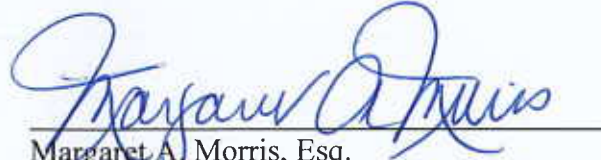
The Complainant alleges that Judge Long failed to provided prospective relief and ongoing accommodation obligations. Judge Long specifically found that FE PA provided reasonable and adequate service consistent with Section 1501 of the Code. Given that finding, Judge Long had no obligation to address any request for prospective relief.

Conclusion

The Exceptions, either raising irrelevant points or repeating positions that Judge Long soundly rejected based on the record evidence, are without merit. The substantial record evidence shows that the Complainant failed to carry his burden of proof that FE PA violated the Code, Commission regulation or order. The findings of facts and conclusions of law in the ID are based on substantial record evidence.

For the reasons set forth above, FirstEnergy Pennsylvania Electric Company respectfully requests that the Commission adopt the Initial Decision of the Honorable Mary D. Long without modification and dismiss the Formal Complaint of Clark ODonnell.

Respectfully submitted,



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Dated: January 5, 2026

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