

March 12, 2014

Via UPS Next Day

Rosemary Chiavetta, Esquire
Secretary
PA Public Utility Commission
Commonwealth Keystone Building, 2 North
P.O. Box 3265
Harrisburg, PA 17105-3265

RECEIVED

MAR 12 2014

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Re: Docket No. C-2013-2372074
Jesse Tashlik v. Metropolitan Edison Company
Amended Answer of Met-Ed to Amended Complaint

Dear Secretary Chiavetta:

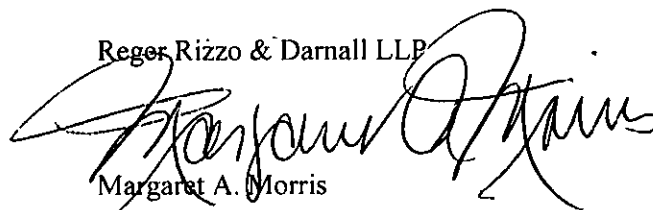
Enclosed for filing, are the original and one copy of the Amended Answer of Metropolitan Edison Company to the Amended Complaint filed in the above-captioned proceeding. Kindly file the original of record, stamp and return the copy in the enclosed self-addressed stamped envelope.

As indicated on the attached Certificate of Service, a copy of the Amended Answer has been provided to the Complainant and the Office of the Consumer Advocate, in the manner indicated.

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

Very truly yours,

Reger Rizzo & Darnall LLP



Margaret A. Morris

MAM/jmm
Enclosure

cc:

ALJ Joel Cheskis, PA Public Utility Commission [w/enc.]
Tori Giesler, Esquire, FirstEnergy Service Company [w/enc.]
Hobart J. Webster, Esquire, Office of the Consumer Advocate [w/enc.]
Jesse Tashlik [w/enc.]

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

JESSE TASHLIK
Complainant

v.

METROPOLITAN EDISON COMPANY
Respondent

Case No. F-2012-2323854

VERIFICATION

I, Pamela T. Jordan, 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 Metropolitan Edison 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.

3-12-2014

Date

Pamela T. Jordan

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

JESSE TASHLIK	:	
	:	
v.	:	Docket No. C-2013-2372074
	:	
METROPOLITAN EDISON COMPANY	:	

**AMENDED ANSWER OF METROPOLITAN EDISON COMPANY
TO THE AMENDED COMPLAINT OF JESSE TASHLIK**

Metropolitan Edison Company (“Respondent” or “Company”), by and through its attorneys, Reger Rizzo & Darnall LLP, pursuant to 52 Pa. Code § 5.65, hereby submits its Amended Answer to the Amended Complaint filed on February 20, 2014 by Jesse Tashlik (“Complainant”). In response thereto, Respondent avers and represents as follows:

Procedural Background

On July 5, 2013, the Complainant filed a Formal Complaint alleging that: (1) the Respondent’s estimation program is flawed; (2) an actual reading was not obtained when service was discontinued; (3) late payment charges were assessed on an unpaid bill based on an estimated reading; and (4) the transfer of a credit balance from a closed account to an open account in his name was improper. In support of his

allegations, the Complainant provided four specific accounts¹ associated with residential service to properties where service is/was in his name.

On July 25, 2013, the Respondent filed its Answer and New Matter denying the material allegations and requested the matter be referred to the Commission's Mediation Unit for possible resolution.

On July 29, 2013, an Interim Order referring the parties to mediation was issued. The parties were unsuccessful in resolving the issues.

By Hearing Notice dated November 8, 2013, an Initial Telephonic hearing was held on December 9, 2013 before Administrative Law Judge Joel H. Cheskis. The Complainant presented his entire case; the Company presented one witness. A further Hearing was scheduled for January 30, 2014.

On January 28, 2014, the Office of Consumer Advocate ("OCA") requested a telephonic conference with the Company and Judge Cheskis to discuss the Complainant's options to amend/withdraw his Complaint. Judge Cheskis granted the OCA's request to permit the Complainant to amend his Complaint; the filing was due February 18, 2014. The Respondent's responsive pleading was due March 10, 2014.

¹ The four specific accounts listed in the Complaint are Account No. 100050397890; Account No. 100102937578; Account No. 100098992462 and Account No. 100097985137.

By Hearing Notice dated January 29, 2014, the scheduled hearing for January 30, 2014 was cancelled.

On February 7, 2014, the OCA filed its Notice of Intervention in the proceedings. On February 20, 2014, the OCA late-filed the Complainant's Amended Complaint.

By Hearing Notice dated March 4, 2014, the further hearing is scheduled for April 9, 2014.

On March 10, 2014, the parties reached the following agreement: (1) the Company would not object to the timeliness of the Amended Complaint; (2) the parties would support the joint request to Judge Cheskis that the due date for the Respondent's responsive pleading be extended to March 12, 2014 to permit the Company the full twenty days to respond; (3) the three new issues² identified in the Amended Complaint were labeled as "5, 6 and 7"; and (4) the issues identified as "1, 2, 3 and 4" were *previously raised/litigated and no further response is warranted*.

On March 11, 2014, Judge Cheskis granted the parties' request to extend the due date for the Company's responsive pleading to March 12, 2014.

² The Complainant confirmed that the four specified accounts stated in his Complaint were also applicable to his new issues.

Amended Answer

The four issues that the parties agree were previously raised/litigated and warrant no further response are set forth below.

1. *Met-Ed uses an algorithm that produces dramatically inaccurate estimated electric bills for people who have electric generated heat. I have received estimated bills that significantly over or under estimate my monthly electric usage at my residence as well as at properties that I am rehabilitating. Met-Ed should be required to use an estimation program that more accurately reflects the electric usage of its customers, particularly those who have electric heat.*
2. *Met-Ed does not perform meter readings on the day service is terminated. Instead they estimate customer's final bills by prorating the terminating customer's bill based on the number of service days in that billing cycle and the total electricity used in that cycle. If the new customer uses a lot more electricity than the terminating customer the terminating customer is being charged for more electricity than they used. Med-Ed should be required to manually read the customer's meter on the day the customer is terminating service instead of estimating the final bill.*
3. *Met-Ed charges its customers an interest penalty is they pay late, even if the bill is estimated and turns out to be in correct [sic]. This means customers could be charged an interest penalty for a bill that they did not actually owe. Met-Ed should not be able to charge an interest penalty on estimated electric bills.*
4. *Met-Ed credits the balance of closed accounts to other open accounts in the customer's name when an account is terminated instead of returning the balance to customer. Met-Ed should not be allowed to credit other open accounts in the customer's name. They should also be required to return credit balances in a timelier manner, instead of making customers wait 30 to 60 days.*

The Respondent amends its Answer to specifically address the new issues raised by the Complainant consistent with Judge Cheskis' ruling and the agreement of the parties. The enumerated new issues, i.e., 5, 6 and 7, stated in the Amended Complaint are restated and answered as follows.

5. *Met-Ed referred one of my final bills to a collection service, despite the fact I was told not to pay the bill until I received a corrected bill which was based on a meter reading instead of an estimate. Met-Ed should not be allowed to refer estimated bills to collection agencies because estimated bills are so inaccurate.*

After reasonable investigation, the Company is without specific information or knowledge sufficient to form a belief regarding which of four identified accounts the Complainant is referring to by stating, “Met-Ed referred one of my final bills to a collection service” and “I was told not to pay the bill until I received a corrected bill.” Strict proof substantiating this allegation is demanded at the time of hearing.

By way of further answer, the Respondent avers that an estimated monthly bill, not timely disputed by the customer or reversed by the Company, is due and payable by the due date consistent with the Company’s Commission-approved tariff, Rule 12 and Commission Regulations.³ The Company avers it is permitted to begin the collection process for any delinquent account consistent with the provisions of Chapter 56.⁴

To the extent that this paragraph contains a prayer for relief, no response is required.

6. *Met-Ed provides inadequate customer service. Met-Ed makes customers wait on hold for long periods of time when trying to speak to customer service representatives about billing problems. They also write their bills in small print which is hard to read. Met-Ed sends corrected in the same envelope as new bills making it hard to determine how much you actually owe.*

³ 52 Pa. Code § 56.12.

⁴ 52 Pa. Code § 56.1 *et seq.*

The Respondent specifically denies that it provided inadequate customer service to the Complainant in the handling of his inquiries relating to the specified accounts “by making [him] wait on hold for long periods of time.”

After reasonable investigation, the Company is without specific information or knowledge sufficient to form a belief regarding which of the four identified accounts the Complainant is referring to by stating, “Met-Ed makes customers wait on hold for long periods of time when trying to speak to customer service representatives about billing problems.” Strict proof substantiating such allegation is demanded at the time of hearing.

The Respondent denies the allegation that any “re-billed” monthly bill is “hard to determine how much you owe.” The Respondent specifically avers that its billing format is consistent with Commission Regulations⁵ and its plain language directive. Strict proof substantiating such allegation is demanded at the time of hearing. By way of further response, the Company avers that the billing statement, upon request, is available in a large print format.

7. *Met-Ed's on peak/off peak meters cannot be read by costumers [sic], therefore Met-Ed is violating PUC tariff requirements that customers be given instructions explaining how to read their meter and supply a self-read as a means of replacing inaccurate estimated usage charges. Met-Ed should therefore be required to supply on peak/off peak meter reading instructions to costumers [sic] or manually read on peak/off peak meters instead of estimating bills in order to ensure accuracy.*

⁵ 52 Pa. Code §56.15 and §54.4.

The Respondent denies that its estimation practice violates “PUC tariff requirements.” The Company’s Commission-approved tariff does not set forth the alleged “requirement” or that the intent of a customer provided meter reading for billing purposes is “a means of replacing inaccurate estimated usage charges.” Strict proof substantiating such allegation is demanded at the time of hearing.

By way of background, the Respondent avers that two of the four specified accounts⁶ have a Time-of-Day meter (i.e., registers on/off peak usage). The Company admits that a customer with a Time-of-Day meter is not able to mark the “dials” on the bottom of the monthly bill and return it to the Company for billing purposes. The Respondent avers that a customer with a Time-of-Day meter can provide a reading to the Company for billing purposes by: (1) contacting the Customer Call Center or (2) providing the customer reading on-line through the Company’s website.

To the extent that this paragraph contains a prayer for relief, no response is required. By way of further answer, the Respondent avers that the issue of requiring the Respondent to obtain an actual meter reading each month has already been raised by the Complainant, answered by the Company, and was within the scope of the Complainant’s previous direct testimony. No further response is required or warranted.

WHEREFORE, Respondent, Metropolitan Edison Company, requests

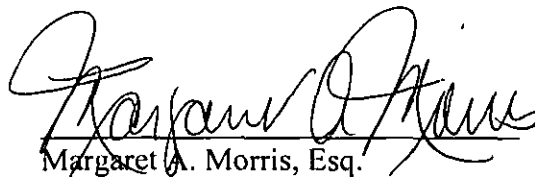
⁶ Account No. 100102937578 and Account No. 100098992462.

that the Amended Complaint filed by Jesse Tashlik be dismissed with prejudice or denied in its entirety.

Respectfully submitted,

REGER RIZZO & DARNALL LLP

Dated: March 12, 2014

A handwritten signature in black ink, appearing to read "Margaret A. Morris". The signature is written in a cursive style and is positioned above the typed name.

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Counsel for Metropolitan Edison Company

**Re: Docket No. C-2013-2372074
Jesse Tashlik v. Metropolitan Edison Company
Amended Answer of Met-Ed to Amended Complaint**

CERTIFICATE OF SERVICE

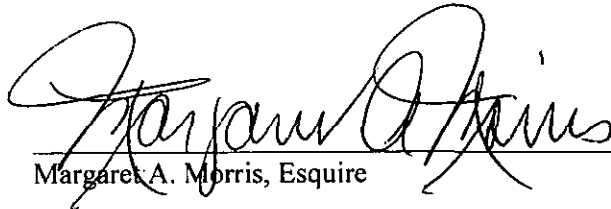
I hereby certify that a true and correct copy of the foregoing document has been served upon the following persons on the attached service list, in the manner indicated, in accordance with the requirements of § 1.54 (relating to service by a participant).

Via Electronic Mail

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jtashlik@ptd.net

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Forum Place
Harrisburg, PA 17101-1923
HWebster@paoca.org

Dated: March 12, 2014



Margaret A. Morris, Esquire