

1624 Twin Pine Road
Stroudsburg, PA 18360

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SECRETARY'S BUREAU

March 12, 2013

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120

Re: Lisa Morykan v. Metropolitan Edison Company
Docket No. C-2014-2403154

Dear Secretary Chiavetta:

I have enclosed my responses to the Answer and New Matter of Metropolitan Edison Company to the Formal Complaint in the above-captioned matter.

Copies have been served on all parties as indicated in the attached certificate of service.

Sincerely,

A handwritten signature in black ink, appearing to read "Lisa Morykan", with a long horizontal flourish extending to the right.

Lisa Morykan

Enclosure

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**RESPONSES TO ANSWER AND NEW MATTER OF METROPOLITAN EDISON
COMPANY TO THE FORMAL COMPLAINT OF LISA MORYKAN**

2014 MAR 19 PM 11:10

DOCKET NO. C-2014-2403154

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1. Admitted in part and denied in part. Admitted that Met-Ed provides electric service under address of 330 Rimrock Avenue, Stroudsburg, PA 18360 ("Pump House Location") and 202 Roy Lane, Stroudsburg, PA 18360 to Lisa Morykan. Address of residential rental is 202 Roy Lane not 220 Roy Lane. No knowledge of whether Patrick Murphy was ever a Met-Ed customer of record for the Rental Location. No knowledge that Judy Murphy was a customer of record for the Rental Location. No proof or knowledge that Patrick Murphy had permission to be listed as an authorized contact for the Rental Account.
2. Admitted. Formal Complaint is with Met-Ed.
3. Admitted. Met-Ed provided electric service to our Pump House and Rental Property.
4. A) Admitted and Denied in part. It is admitted that I wrote a letter dated September 10, 2013 as well as typing a statement which was enclosed with my Formal Complaint. There is no knowledge whether or not there are incorrect charges to my electric bill as I have no knowledge or proof as to the Rental Property bill at the time of transfer onto my account nor do I have knowledge or proof as to the usage of electric at the Rental Property. I also have no proof or knowledge that the meter used for the Rental Property is and was properly functioning at the time of the transfer to my account. The other box was checked as it included the letter dated September 10, 2013 that Met-Ed acknowledges receipt of.
B) Admitted and Denied in part. I acknowledge that I wrote a letter to Met-Ed on September 10, 2013 sending out that date and also attaching it as part of my Formal Complaint. I acknowledge that I received a letter dated August 22, 2013 from Met-Ed on September 9, 2013 but that the findings listed stating that the outdoor light and an outlet were on the Rental Property meter. The only findings from the technician from Met-Ed were that the outdoor dusk to dawn light was on the Rental Property meter. The outlet was not and it was checked several times inside the pump house that was reported by Patrick Murphy. This

can be verified through Met-Ed's employed technician who came out and did the inspection and verification.

C) Admitted and Denied in part. It is admitted that Met-Ed supplied electric service under my name at the Pump House and at the Rental Property. There is no knowledge whether or not Patrick Murphy or Judy Murphy were ever customers of Met-Ed. It is admitted that phone number on record for me is correct.

D) Admitted and Denied in part. It is admitted that foreign load was verified by Met-Ed employed technician but only for an outdoor dusk to dawn light and not an outlet. The outlet inside the Pump House was verified to be on my meter and not the Tenants. The foreign load of the outdoor dusk to dawn light was switched over to the correct meter (Pump House Account) immediately following the departure of the Met-Ed employed technician and a call was placed that same day advising of such. It is unknown when the correction was verified by Met-Ed as I was not informed when they were coming back. I do not feel the entire charge of \$323.13 for a foreign load only being "discovered" on July 12, 2013 and being corrected within hours on the same date is a fair price to be charged for this foreign load (Afshari v. PPL Electric Utilities Corporation, Docket #C-20055547).

E) Admitted. There are separate electric meters where the tenant had their own service and Owner had their own service and paid their own utility bills respectfully during the months of their usage. The company did find a foreign load of an outdoor dusk to dawn light which was corrected within a few hours after the finding by the employed technician and reported back to Met-Ed as such.

F) Admitted and Denied in part. It is admitted that the investigation from Met-Ed on July 12, 2013 found a foreign load pertaining to an outdoor dusk to dawn light ONLY and it was corrected on July 12, 2013 and reported back within hours of the technician's departure to them to make sure the billing was corrected back to the Tenant's name(s). It is unknown and unexplained why and when Met-Ed came back to verify the service was corrected five (5) days later on July 17, 2013. No one from Met-Ed notified me when they were coming to verify the correction.

G) Admitted and Denied in part. The Tenants moved into the property July 15, 2011 as Page One of their lease agreement shows (attachment "A") and agreed to pay the electric bills to Owner (Lisa Morykan) under bills in her name for the period of three (3) months until they were able to change into their name

(attachment "B"). The electric service for said Rental Property remained under the name of Lisa Morykan (Owner) until the Tenants (Murphy) put into their name on February 7, 2012 therefore; Met-Ed had billing to the Tenants names from February 7, 2012 until they terminated service in December, 2013. Bills were paid for many months before any questions arose regarding shared metering with Met-Ed. Nothing again was brought up to me.

H) Admitted and Denied in part. While the foreign load was discovered on July 12, 2013 and corrected within hours on the same day, the entire amount of \$323.13 should not have been transferred to my account. Only the usage of the foreign load during the "discovery" period to the time it was corrected should be put onto my account. (Afshari v. PPL Utilities Corporation, Docket No. C-20055547). As Met-Ed knows through their usage verification for billing, an outdoor dusk to dawn light in no way uses \$323.13 for a couple of hours.

I) Denied and Accepted in part. "This" refers to the foreign load reported by Patrick Murphy. The issue of a foreign load was never a subject of any dispute with Met-Ed during any other period of Patrick and Judy Murphy's tenancy at the rental property with the exception of this matter nor was it ever an issue or dispute with the Public Utility Commission.

J) Denied. The averments contained in the paragraph are not pleading for relief but merely asking for what is felt to be a fair and honest charge for a few hours of foreign load on the rental property meter.

K) Accepted and Denied. While this may be irrelevant to the complaint, the tenant had abruptly vacated the premises causing over \$8,000.00 in damage. Therefore; for the sake of safety to our family as these tenants were very vindictive with their damage, the request was made not to allow them to have knowledge of our home residence address.

L) Accepted. No further response is associated with this statement which is self-explanatory.

M) Accepted and Denied in part. Paragraph 1, 4(D) states "**on or before June 19, 2013**". I have no knowledge of the actual date Met-Ed was contacted by the tenants regarding the possible foreign load on their meter. Demand proof at hearing, if relevant, of conversation between tenant and Met-Ed personnel stating problem reported of foreign load on their meter. Again, received a letter dated June 18, 2013 from Met-Ed regarding the investigation into a shared meter at 202 Roy Lane. It had asked for a phone call to their meter department to schedule an appointment. I called immediately on July 1, 2013 after receiving this letter at 10:24 a.m. and got an answering machine and left a message for a call

back. I called the same number for the meter department listed in the letter (610-939-4379) at 11:07 a.m. and got the meter services ringdown department answering machine again and left a second message for a call back to get this resolved immediately. At 4:29 p.m., I called the phone number again only to get an answering machine and leaving my third message for the day with no reply. On July 2, 2013 at 2:34 p.m. I called the meter department for the fourth time and left yet another phone message and received no reply. After trying countless times to contact Met-Ed as requested in their letter, I called their 800 number which was listed if I desired further assistance (800-545-7741) at 2:35 p.m. and spoke to Wanda. She told me that she was going to put a message through to the meter department. She went on to look at the account and told me that Patrick Murphy contacted Met-Ed with the following complaint: "when the breaker is turned off, Mr. Murphy verified that the outside dusk to dawn light along with an outlet in the pump house and sewer and well pumps were on his line". She also stated that he called back at a later date after the initial call to state, "He feels there is an electric wire running up to a chicken coop on another property owner's property". Wanda notified me that I was ok and service would not be terminated as per the letter because I called and that an appointment would be set after July 8, 2013 for a technician to come out to the property to verify this information. This can be verified or disputed by Met-Ed through their taped conversations of the calls that are acknowledged by their employees.

N) Accepted and Denied in part. The Tenant never notified me of any possible problem with a foreign load on his meter and the above listed answer refers to the advising from the Tenant to Met-Ed regarding the foreign load issue.

O) Admitted and Denied in part. Met-Ed has records for electric service under my name for the Pump House dating back to July, 2008 therefore; they do have knowledge as to when we owned the property. Demand proof at hearing from Met-Ed technician who was dispatched to do investigation for her verification of the foreign load being the outdoor dusk to dawn light only. Met-Ed avers that they were advised by the Tenant that an outside light, outlet in well pump house and the well for the septic were on the Rental Meter as set forth in Paragraph 1 (4N). The technician verified the outlet in Pump House as well as the sewer and well pumps were indeed on my meter. I was not given anything in writing from the technician who came out but Met-Ed has record of their technician coming out and her reported findings and would demand her testimony on this aspect, if relevant, at hearing.

P) Admitted and Denied in part. It is admitted that the company verified there was a foreign load on the Rental Property meter only pertaining to the outdoor dusk to dawn light on July 12, 2013 and it was repaired and reported within hours to Met-Ed verifiable by your call center. See answer in full Paragraph 1, (4F).

Q) Denied. I am not looking for pity from Met-Ed. I am looking for what is a fair and honest charge to be put onto my account for the use of an outdoor dusk to dawn light that was discovered to be a foreign load and repaired within a few hour time frame (Afshari v. PPL Utilities Corporation, Docket No. C-20055547). I am not looking to pay for a tenant's entire rental property including his luxury items of television, stove, refrigerator, microwave, ceiling fans, air conditioning, etc.

5. A) Denied. As per Afshari v. PPL Utilities Corporation, Docket No. C-20055547, the foreign load was discovered and repaired within hours on the same date. I do not have knowledge why Met-Ed took extra days to come out to verify the service was corrected and ask for relief for the use of the charge for the minimal usage of the outdoor dusk to dawn light only for the several hours it was on the tenant's meter.

B) Admitted and Denied in part. It is admitted that Met-Ed performed the investigation into the shared metering on July 12, 2013. As stated in Paragraph 1, (4O), the Met-Ed employed technician who came out to do the shared meter investigation verified that ONLY the outdoor dusk to dawn light was on the Rental Property meter. The outlet inside the Pump House was on our meter where it belonged. This can be verified by interviewing the Met-Ed employed technician.

C) The averments contained in the paragraph do not constitute prayers for relief but request that I be charged only for the foreign load registered on the Rental Property meter from the discovery of the foreign load until the repair and verification of such (Afshari v. PPL Utilities Corporation, Docket No. C-20055547).

D) Admitted and Denied in part. It is admitted that an outdoor dusk to dawn light was registered on the Rental Property meter as a foreign load but there was not outlet on that meter. See Paragraph 1 (4B) (4D) (4F) (4M) (4O) (4P) and Paragraph 2 (5B). The Met-Ed employed technician verified this on July 12, 2013.

E) Admitted and Denied in part. Met-Ed has records of all electric accounts and is able to look through them to see that I have paid my bills on time and never had a problem since acquiring service to this location July, 2008. It is

admitted that the shared metering issue involving the outdoor dusk to dawn light was corrected immediately within several hours and reported back at such time.

F) Admitted. While this issue of the tenants vacating the property is not an important issue pertaining to the shared metering issue with Met-Ed, I was merely trying to paint a picture of the type of people they were compared to the type of person I am.

G) Denied. The averments in the paragraph do not constitute prayers for relief. I was in contact with Danielle Jouenne on March 10, 2014 as she had contacted me to see if we can settle before case goes to hearing. When I had spoken with her, I gave her a counter offer of settling before the hearing if Met-Ed were to at this point to accept the amount I have paid thus far on the installment agreement (\$236.83 – Attachment “C”) and relieve me of the remaining balance toward the \$323.13. She informed me that she would contact Met-Ed but constantly reminded me that Met-Ed has been following the law and that by transferring the entire balance of \$323.13 onto my account, they were within the limits and constraints of the law and the case information I listed in my correspondence was only proposed and then I informed her of another case which is listed in this paperwork and she informed me that it was overturned by another case and that again, Met-Ed was being gracious by allowing me a \$100.00 credit and that they didn’t have to offer anything. She said she would get back to me that day or the next after she speaks with Met-Ed. Within a few hours, she had called and left a message along with sending an email (Attachment “D”) advising that Met-Ed refused my offer and any monetary settlement offer if hereby withdrawn.

6. Denied. I had never stated a Protection from Abuse Order was granted or ordered in regard to this complaint.

7. a. Admitted.

b. No Response Required.

8. No Response Required.

9. No Response Required.

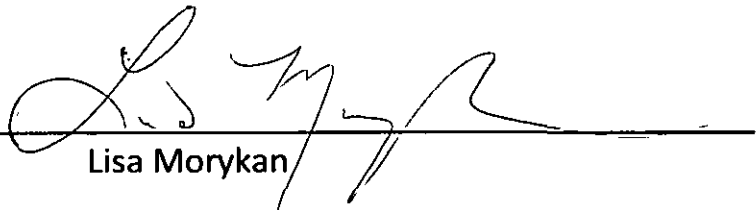
10. No Response Required.

New Matter. Admitted and Denied in part. I seek monetary relief to partially offset the balance transfer from the Tenant’s Rental Account to my Account due to the minimal usage from the outdoor dusk to dawn light and in light of the findings in the case of Afshari v. PPL Utilities Corporation, Docket No. C-20055547 and the fact that I corrected the foreign load within hours of the “discovery”.

12. Denied. I feel I have stated a claim as to the legality of this claim for the reduction of charges against my account for the foreign load of the outdoor dusk to dawn light. I also claim that Met-Ed admitted that the foreign load verified by their technician was only an outdoor dusk to dawn light Paragraph 1 (4B) as this can be verified by interviewing her and also that Met-Ed refused any type of counter offer from me to stop these proceedings.

WHEREFORE, Lisa Morykan hereby requests that the Complaint be carried on without prejudice and that the Commission grants me such relief as is just and reasonable under the circumstances.

Respectfully submitted.


Lisa Morykan

Dated: March 12, 2013

LEASE AGREEMENT

ATTACHMENT "A"

The Landlord and Tenant agree to Lease the Mobile Home for the Term and at the Rent stated as follows:
The words "Landlord" and "Tenant" include all Landlords and all Tenants under this Lease.

LANDLORD: Jeff and Lisa Morykan
P.O. Box 571
Sciota, PA 18354
(570) 619-7302

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TENANT NAMES: #1/ Patrick Murphy
#2/ Judy Murphy

DRIVER'S LICENSE NUMBERS: #1/ PA 23-200-265
#2/ PA 23-167-907

SOCIAL SECURITY NUMBERS: #1/ 154-40-3997
#2 182-44-3134

LEASEHOLD: Private lane off Rimrock Drive, Lot #1, Stroudsburg, PA 18360

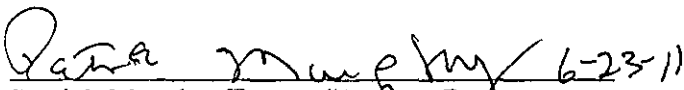
TERM: One year term
(Tenants must give at least 60 days notice to Landlord before vacating mobile home at end of Tenancy.)

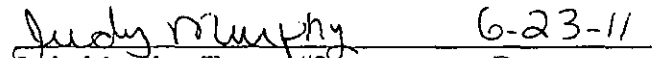
BEGINNING: July 15, 2011


RENT: Eight-Hundred Fifty-Dollars (\$850.00) payable in advance on the first day of each month. If rent is received after the fifth (5th) day of any month, a \$25.00 late fee will be due and payable with the same months' rent. Rent checks/money orders are to be mailed to the Landlord's residence above or given in person.


SECURITY: One-Thousand One-Hundred Dollars (\$1,100.00)
(represents \$850.00 one month security plus \$250.00 pet security)

I have read all nine pages of this Lease Agreement and agree to abide by it's terms and conditions.


Patrick Murphy, Tenant #1 Date 6-23-11


Judy Murphy, Tenant #2 Date 6-23-11


Jeff Morykan, Landlord Date 6/23/2011


Lisa Morykan, Landlord Date 6/23/11

ADDENDUM FOR ELECTRIC SERVICE TO LEASE FOR PATRICK AND JUDY MURPHY

DATED JULY 11, 2011

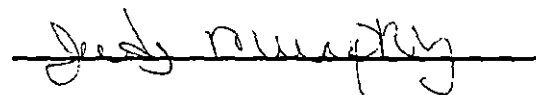
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We, Patrick and Judy Murphy, will pay monthly electric bills from Met-Ed to Lisa Morykan each month it is due. A copy of the electric bill will be given to us when Landlord receives such and must be paid accordingly with the terms of the bill. The electric bill will remain in the name of Lisa Morykan until it is determined Tenants can put bill in their names. This will occur as soon as possible (no longer than three months after signing this agreement) and put into writing. If electric bill remains in the name of Lisa Morykan for an extended period longer than three months and/or payments are not current to Lisa Morykan, Landlord has full control to suspend service from her name and demand Tenant to put service in their name without interruption and assume any and all costs associated with this whether it be late charges, transfer charges, etc.

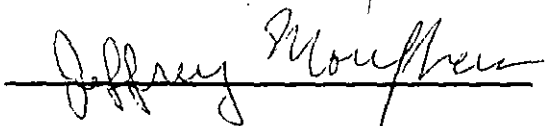
Once electric service is transferred to Tenants name(s), all provisions of the original lease will remain in effect.



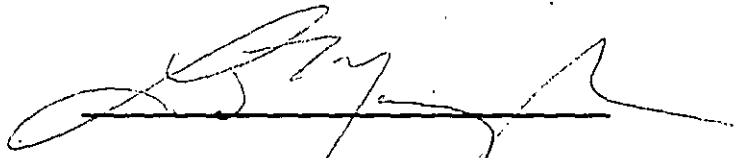
PATRICK MURPHY, TENANT



JUDY MURPHY, TENANT



JEFFREY MORYKAN, LANDLORD



LISA MORYKAN, LANDLORD

February 21, 2014
Account Number: 100 075 636 439

Amount Due: \$116.12

Due Date: March 13, 2014

Billing Period: Jan 21 to Feb 18, 2014 for 29 days

Bill For: LISA M MORYKAN
330 RIMROCK DR
STROUDSBURG PA 18360

To report an emergency or an outage, call 24 hours a day 1-888-544-4877. For Customer Service, call 1-800-545-7741. For Payment Options, call 1-800-962-4848. Pay your bill online at www.firstenergycorp.com
Bill Issued by: Met-Ed, PO Box 16001, Reading PA 19612-6001

Messages **Account Summary** **Amount Due**

To avoid a 150% Late Payment Charge being added to your bill, please pay the **Amount Due** by the Due Date.

Your current **PRICE TO COMPARE** for generation and transmission from Met-Ed is listed below. For you to save, a supplier's price must be lower.

Standard Residential - 0002437239 - 8.19 cents per KWH

Customer reserves the right to shop for an electric supplier.

Your next meter reading is scheduled to occur on or about Mar 19, 2014.

Your bill includes \$6.25 in PA taxes, of which \$5.02 is PA gross receipts tax.

Generation prices and charges are set by the electric generation supplier you have chosen. The Public Utilities Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

Avoid the seasonal highs and lows in your electric bills by signing up for the Equal Payment Plan (EPP). While in this plan, each month you are billed one-twelfth of your estimated annual usage. Your account is reviewed periodically and adjusted, if necessary, to ensure your payment amount reflects your actual usage. To participate in EPP, call our toll-free Customer Service Number, or go online to www.firstenergycorp.com.

The Earned Income Tax Credit (EITC) is a tax credit for certain lower-income families and individuals. For information and to determine if you qualify, simply dial 1-800-829-1040 or visit <http://www.irs.gov/individuals>.

If your bill was affected by the recent extreme temperatures, you may be eligible for payment arrangements. We also offer budget billing to help eliminate the seasonal highs and lows of your electric bill. Please call 1-800-962-4848 for more information.

Previous Balance	155.67
Payments/Adjustments	-155.67
Balance at Billing on Feb 21, 2014	0.00
Met-Ed - Consumption	90.12
Consumption Inst. Plan Amount	26.00
Total Current Charges	116.12
Amount Due by Mar 13, 2014	\$116.12

To pay your account in full you owe \$283.25.

Usage Information for Meter Number W76755833

Feb 18, 2014 KWH Reading (Estimate)	44,715
Jan 21, 2014 KWH Reading (Actual)	44,067
KWH used	648

Charges From Met-Ed

When contacting an Electric Generation Supplier, please provide the following.
Customer Number: 0801954700 0002437239
Rate: Standard Residential ME-RSD

Price to Compare Default Service	648 KWH	x 0.082080	53.19
Customer Charge			8.11
Distribution	648 KWH	x 0.029367	19.03
Solar Requirements Charge	648 KWH	x 0.000160	0.10
Default Service Support Charge	648 KWH	x 0.004010	2.60
Non-Utility Generation Charge	648 KWH	x 0.000680	0.44
Smart Meter Charge			1.79
State Tax Surcharge			-0.24
State Sales Tax			5.10
Current Consumption Bill Charges			90.12

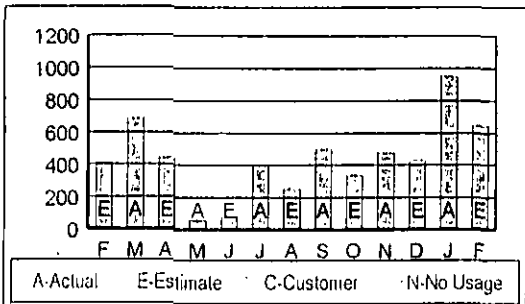
Detail Payment and Adjustment Information

02/17/14 Payment	-155.67
Consumption Installment Plan	
Installment Date	10/15/2013
Installment Amount	429.96
Paid to date	236.83
Balance Feb 21, 2014	193.13

*Pa * 116.12
3/9/2014
check 1875*

Additional messages, if any, can be found on back.

Usage History



Comparisons	Last Year	This Year
Average Daily Use (KWH)	13	22
Average Daily Temperature	29	20
Days in Billing Period	32	29
Last 12 Months Use (KWH)		5,272
Average Monthly Use (KWH)		439

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Attachment "D"

Dear Ms. Morykan,

After our conversation today I spoke to my client Metropolitan Edison Company and relayed your offer to settle the Formal Complaint for the amount that you have paid to date towards the shared metering balance of \$323.13 that was transferred to Account 100075636439 in August of 2013.

The Company has not accepted your offer and I am no longer authorized to offer any monetary settlement for this matter. Any previous monetary settlement offer made by the Company is hereby withdrawn. I am available if you have any questions regarding the Company's position.

As I stated to you earlier today, the Company was legally required to transfer your tenant's balance to your Account after the shared metering condition was discovered. In light of the controlling law and since there is no dispute over the facts of the case, I had hoped that you would consider voluntarily withdrawing your Formal Complaint. You have instead made the decision to proceed to the Initial Hearing. If you reconsider and decide not to participate in the Initial Hearing on April 10th, please let me know and I can be of assistance in filing the necessary paperwork to terminate your Formal Complaint.

Sincerely,

Danielle Jouenne
Associate - Energy

Two Liberty Place
50 S. 16th Street, Suite 3200
Philadelphia, PA 19102-2555
215 665 4016 (o)
215 665 8760 (f)
danielle.jouenne@bipc.com

[vCard](#) | [Bio](#) | [BIPC.com](#) | [Twitter](#) | [LinkedIn](#)

Buchanan Ingersoll & Rooney PC

KNOW GREATER PARTNERSHIP

TAX ADVICE DISCLAIMER: Any federal tax advice contained in this communication (including attachments) was not intended or written to be used, and it cannot be used, by you for the purpose of (1) avoiding any penalty that may be imposed by the Internal Revenue Service or (2) promoting, marketing or recommending to another party any transaction or matter addressed herein. If you would like such advice, please contact us.

Above email is for intended recipient only and may be confidential and protected by attorney/client privilege.
If you are not the intended recipient, please advise the sender immediately.
Unauthorized use or distribution is prohibited and may be unlawful.

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CERTIFICATE OF SERVICE

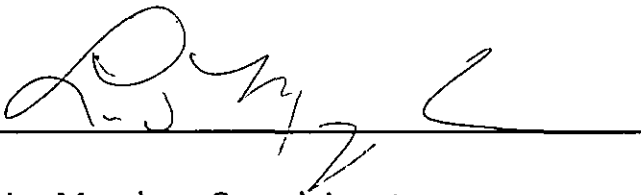
I hereby certify that I have this day served a true copy of the foregoing document upon the parties, listed below, in accordance with the requirements of 1.54 (relating to service by a party).

Via First Class Mail

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120

Danielle Jouenne
Buchanan Ingersoll & Rooney PC
Two Liberty Place
50 South 16th Street, Suite 3200
Philadelphia, PA 19102-2555

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Dated March 12, 2014

Lisa Morykan, Complainant

Monykan
1624 Twin Pine Road
Stoudsburg, PA 18360

49



1000



17120

U.S. POSTAGE
PAID
SCIOTA, PA
18354
MAR 18, 14
AMOUNT

\$0.91
00016989-07

Rosemary Chiaquette, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Second Street, 2nd Floor
Harrisburg, PA 17120