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ORIGINAL

October 21, 2005

VIA UPS OVERNIGHT

James J. McNulty, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, Pennsylvania 17120

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OCT 21 2005

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Re: Richard L. Kehoe v. Metropolitan Edison Company
Docket No. C-20055373

Dear Secretary McNulty:

Enclosed please find an original and three (3) copies of the Answer and New Matter on behalf of Metropolitan Edison Company in the above-referenced matter. These documents have also been served on the parties of record as shown in the Certificate of Service.

If you have any questions, please contact me.

Very truly yours,

RYAN, RUSSELL, OGDEN & SELTZER LLP

Bridgid M. Good /FLW
Bridgid M. Good

Enclosures
BMG:jab

c: As per Certificate of Service

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BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

OCT 21 2005

RICHARD L. KEHOE

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

v.

Docket No. C-20055373

METROPOLITAN EDISON COMPANY

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the Answer and New Matter of Metropolitan Edison Company upon the individuals listed below, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a participant).

Service by UPS Overnight, postage prepaid, addressed as follows:

James J. McNulty, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120

Service by First Class Mail, postage prepaid, addressed as follows:

Richard L. Kehoe
2303 Packhouse Road
Fogelsville, PA 18051

Dated: October 21, 2005



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Attorneys for
Metropolitan Edison Company

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BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

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RICHARD L. KEHOE

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

v.

Docket No. C-20055373

METROPOLITAN EDISON COMPANY

**ANSWER AND NEW MATTER OF METROPOLITAN EDISON COMPANY
TO THE COMPLAINT OF RICHARD L. KEHOE**

TO THE PENNSYLVANIA PUBLIC UTILITY COMMISSION:

AND NOW, Metropolitan Edison Company ("Met-Ed" or the "Company"), by and through its counsel, Alan Michael Seltzer, Jeffrey A. Franklin, Bridgid M. Good, and Ryan, Russell, Ogden & Seltzer LLP, answers the above Complaint pursuant to Section 5.61 of this Commission's regulations, 52 Pa. Code § 5.61, as follows:

1. Admitted.

2. Admitted. It is admitted that the Complaint relates to Met-Ed and the Complainant is a residential customer of Met-Ed with Account No. 100016218461.

3. Admitted. It is admitted that Met-Ed provides retail electric service to the Complainant's residence at 2303 Packhouse Road, Fogelsville, Pennsylvania 18051 ("Service Location").

4(A). Denied. It is specifically denied that the Complainant has been experiencing low electric voltage and power surges at his location since May 1992. It is averred that on June 14, 2001, the Complainant contacted the Company regarding low voltage that he was experiencing at his Service Location. The Company investigated the

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claim and determined there was low voltage at the Service Location. The Company determined that the transition point where the service wire owned by Met-Ed connects to the customer owned entrance cable, i.e., the point of attachment, may be causing the voltage problems and therefore needed to be changed. On October 11, 2001, the Company installed a new service wire and larger transformer at the Service Location. It is averred that four years later, on June 9, 2005, the Complainant again complained of voltage problems. In response to the Complainant's concerns, the Company installed a voltage recording device at the Service Location and determined that low voltage did exist at the Service Location. A voltage regulator was installed on the Complainant's circuit on July 28, 2005 and the voltage levels have been in accordance with the Commission's regulations at 52 Pa. Code §57.20 ever since. It is further averred that any claims prior to June 2001 are barred by the statute of limitations. 66 Pa. C.S §1312(a).

4(B). For purposes of this Answer, the several sentences of this paragraph have been restated and answered as they appear as follows:

1) I sent bills from repair shops to Doug Haines all the time

Admitted in part and denied in part. It is admitted that the Complainant has sent invoices to Doug Haines, Claims Manager for Met-Ed, ("Mr. Haines") on one occasion over the past four years for allegedly damaged equipment at the Service Location. It is further averred that the Complainant has made claims of damaged equipment to Company on a number of occasions, only two of these claims were found to be meritorious. It is specifically denied that the Complainant sent claims for damages to Mr. Haines "all the time".

2) this [sic] last time Doug and his boss Fred said to [sic] bad we aren't paying

Admitted in part and denied in part. It is admitted that the Complainant filed a damage claim with the Company on August 8, 2005 that was subsequently denied after an investigation by the Company of its electric facilities at and near the Service Location. It is averred that the claim was denied because the Company found (i) the Complainant's electric voltage to be within the Commission's guidelines at 52 Pa. Code §57.20 and (ii) no evidence that a power surge occurred as claimed by the Complainant. It is specifically denied that any Met-Ed representative told the Complainant "...to[sic] bad we aren't paying".

3) we [sic] tried everything

Denied. After reasonable investigation, Met-Ed is without information or knowledge sufficient to form a belief regarding the truth of what "we tried everything" means and demands proof therefore, if relevant, at hearing.

4) we [sic] think we did our job

Denied. After reasonable investigation Met-Ed is without information or knowledge sufficient to form a belief regarding the truth of the averments contained in this sentence and demands proof thereof, if relevant at hearing.

5) I say you can try all you want but if things are blowing out still you didn't fix anything

Denied. It is specifically denied that Met-Ed did not promptly remedy any electric service issues it found at the Complainant's Service Location. Met-Ed incorporates herein by reference its response to paragraph 4(a) above. After reasonable investigation, Met-Ed is without information or knowledge sufficient to form a belief regarding what is meant by "...you can try all you want but if things are blowing out still..." and demands proof thereof, if relevant, at hearing.

6) Its [sic] been 13 years

Denied. Met-Ed incorporates herein by reference its response to paragraph 4(a) above.

7) Fred and Doug they both said very rude I don't care were not paying

Denied. Met-ed incorporates herein by reference its response to sentence 2 above.

8) I talk to the guys here checking things out they told me the ground on the pole to the earth was real loose

Admitted in part and denied in part. It is admitted that on June 9, 2005, in response to a voltage complaint by the Complainant, a Met-Ed representative went to the Service Location to check the integrity of the electrical connections. It is averred that the Met-Ed representative found no problems with the electrical connections at the Service Location at that time. It is admitted that while at the Service Location the Met-Ed representative reduced the slack on the ground wire serving the Complainant in order for it to be more aesthetically pleasing. It is averred that the reduction in the slack of the ground wire had no effect on the electric service provided to the Complainant. It is specifically denied that any Met-Ed representative stated that any electric service wires (including the ground wire) were "...real loose".

9) one [sic] other time the nutrel [sic] wire (white one) was loose and they complain about how bad the company is to work for

Admitted in part and denied in part. It is admitted that on June 9, 2005, the Met-Ed representative who went to the Service Location reduced the slack in the ground wire serving the Complainant. Met-Ed incorporates by reference herein its response to sentence 8 above. It is specifically denied that the wire was "loose". It is

further denied that any Met-Ed representative complained to the Complainant “about how bad the company is to work for”.

10) then [sic] go back tell Doug Haines a lie that they never touched a ground on the pole and there was no ground on the house

Admitted in part and denied in part. It is admitted that the Met-Ed representative who investigated the voltage claim on June 9, 2005 reported the results of his investigation to Mr. Haines. It is specifically denied that Mr. Haines was told inaccurate information.

11) but there is right in front where they were

Denied. After reasonable investigation, Met-Ed is without information or knowledge sufficient to form a belief regarding the truth of the averments contained in this sentence and demands proof thereof, if relevant, at hearing.

12) since [sic] I [sic] live here 13 years i [sic] have lost a 20 gallon fish tank of saltwater fish

Denied. After reasonable investigation, Met-Ed is without information or knowledge sufficient to form a belief regarding the truth of the averments contained in this sentence and demands proof thereof, if relevant, at hearing.

13) low elect the air pump stopped all fish died

Denied. After reasonable investigation, Met-Ed is without information or knowledge sufficient to form a belief regarding the truth of the averments contained in this sentence and demands proof thereof, if relevant, at hearing.

14) over 300.00 in fish 2 – 25 inch zenith TV’s – 3 – 19 inch T.V. (Bedroom) 3 air conditioners 3000 Btu’s 3 floor fans.

Admitted in part and denied in part. It is admitted that in response to the damage claim made by the Complainant on June 14, 2001, the Company compensated the Complainant for the loss of his fish equipment, fish and an allegedly damaged air conditioner. It is further admitted that in response to several damage claims filed by the Complainant in July 2005, the Company compensated the Complainant for the loss of a television, computer, air conditioner, and washing machine. After reasonable investigation, Met-Ed is without information or knowledge sufficient to form a belief regarding the truth of the remaining averments contained in this sentence and demands proof thereof, if relevant, at hearing.

- 15) Cordless head phones – 2 – clocks 1 – CD player – 1- Maytag washed [sic] – 1 – Westinghouse washer – 1 – sears – cloths dryer – 2 – car. Battery-chargers – 5 – V.C.R.'S – Emerson – RCA – symphonic – Phillips – zenith – and slyvania [sic]– VCR – DVD-combo.**

Denied. After reasonable investigation, Met-Ed is without information or knowledge sufficient to form a belief regarding the truth of the averments contained in this sentence and demands proof thereof, if relevant, at hearing.

- 16) everything [sic] but fish tank blown out by power surge and i [sic] am paying to get this stuff checked out**

Denied. It is specifically denied that the Complainant has experienced power surges at his Service Location. Rather, it is averred that the Complainant experienced some low voltage conditions problems at the Service Location in the past, all of which were addressed and remedied timely. Met-Ed incorporates herein by referenced its responses to paragraph 4(a) and sentence 8 above. After reasonable investigation, Met-Ed is without information or knowledge sufficient to form a belief

regarding the truth of the remaining averments contained in this sentence and demands proof thereof, if relevant, at hearing.

17) The [sic] won't pay to replace

Admitted in part and denied in part. Met-Ed incorporates herein by reference its responses to sentences 1 and 14 above.

18) Back in July or June Doug haine said no to a claim

Admitted in part and denied in part. It is admitted that a damage claim was filed by the Complainant on June 9, 2005 which was denied by the Company. It is denied that the Company refused to compensate the Complainant for his damage claims filed in July 2005. Met-Ed incorporates herein by reference its response to sentence 14 above.

19) his [sic] boss Fred I [sic] talked to said I [sic] call you back

Denied. After reasonable investigation, Met-Ed is without information or knowledge sufficient to form a belief regarding the truth of the averments contained in this sentence and demands proof thereof, if relevant, at hearing. However, it is averred that a Met-Ed representative, Andrew Hunter ("Mr. Hunter"), spoke with the Complainant in July 2005. At that time, the Company had discovered a low voltage condition in the area of the Service Location and Mr. Hunter advised the Complainant that the Company was working to remedy the situation. It is averred that the low voltage issue was remedied as of July 28, 2005.

20) he [sic] did said we know your in a problem area we have been working there

Admitted. Met-Ed incorporates herein by reference its response to sentence 19 above.

21) my [sic] worker just told me there is a bad problem with voltage so i [sic] will pay this claim

Admitted. Met-Ed incorporates herein by reference its responses to sentences 14 and 19 above.

22) 4-6 weeks later i [sic] replaced T.V, washer air cond. cordless head phones

Denied. After reasonable investigation, Met-Ed is without information or knowledge sufficient to form a belief regarding the truth of the averments contained in this sentence and demands proof thereof, if relevant, at hearing.

23) iT [sic] happened again the low cracking at the wall sockets like fire crackers

Denied. After reasonable investigation, Met-Ed is without information or knowledge sufficient to form a belief regarding the truth of the averments contained in this sentence and demands proof thereof, if relevant, at hearing. Met-Ed incorporates herein by reference its response to sentence 2 above.

24) Lights extra bright Bulbs burningout [sic]

Denied. After reasonable investigation, Met-Ed is without information or knowledge sufficient to form a belief regarding the truth of the averments contained in this sentence and demands proof thereof, if relevant, at hearing. Met-Ed incorporates herein by reference its response to sentence 2 above.

25) also [sic] me [sic] 2 computers – Packard and my Gateway

Denied. After reasonable investigation, Met-Ed is without information or knowledge sufficient to form a belief regarding the truth of the averments contained in this sentence and demands proof thereof, if relevant, at hearing. Met-Ed incorporates herein by reference its response to sentence 2 above.

26) i [sic] even said to dougs [sic] Boss Fred at least go halfway ill [sic] be happy

Denied. Met-Ed incorporates herein by reference its response to sentence 2 above.

27) you [sic] know [sic] about this problem 13 years know [sic]

Denied. Met-Ed incorporates herein by reference its response to paragraph 4(a) above.

28) This is nothing new

Denied. After reasonable investigation, Met-Ed is without information or knowledge sufficient to form a belief regarding the truth of the averments contained in this sentence and demands proof thereof, if relevant, at hearing.

29) it [sic] is an ongoing problem

Denied. Met-Ed incorporates herein by reference its responses to paragraph 4(a) and sentence 2 above.

30) the [sic] controll [sic] the elect to my house my elect. sockets should not be like fire crackers

Denied. After reasonable investigation, Met-Ed is without information or knowledge sufficient to form a belief regarding the truth of the averments contained in this sentence and demands proof thereof, if relevant, at hearing. It is averred that Met-Ed is maintaining safe, reasonable and adequate electric service to the Complainant's Service Location in accordance with Section 1501 of the Public Utility Code. 66 Pa. C.S. §1501.

31) elect. items should not blow out beond [sic] repair

Denied. After reasonable investigation, Met-Ed is without information or knowledge sufficient to form a belief regarding the truth of the averments contained in this sentence and demands proof thereof, if relevant, at hearing.

32) i [sic] should not have to pay the bill for their mistakes

Denied. It is specifically denied that Met-Ed has made any “mistakes”. It is averred that Met-Ed has remedied any electric service problems to the Service Location and continues to provide electric service to the Complainant in accordance with the Public Utility Code. It is further averred that the Complainant is and remains responsible for the timely and full payment of all electric service invoices rendered by the Company for electric energy metered and used at the Service Location.

33) they [sic] haven’t fixed the problem for 13 years

Denied. It is specifically denied that Met-Ed has not remedied any problems that it has identified with the electric service provided to the Service Location. Met-Ed incorporates herein by reference its response to paragraph 4(a) above.

34) they [sic] can say all they want they did this they did that But my items show it isnt [sic] Fixed [sic]

Denied. After reasonable investigation, Met-Ed is without information or knowledge sufficient to form a belief regarding the truth of the averments contained in this sentence and demands proof thereof, if relevant, at hearing. Met-Ed incorporates herein by reference its response to paragraph 4(a) above.

35) the [sic] say the pole in my driveway had no signs of problems

Admitted. Met-Ed incorporates by reference herein its response to sentence 2 above. It is further averred that when the Company representative investigated the Service Location for any evidence of a power surge, he found no

damaged lightning arrestors, no burnt wires, and no arching or burn marks on the electric service pole that could be indicative of a power surge.

36) i [sic] called Doug. haine's [sic] a soon as it happens

Admitted in part and denied in part. It is admitted that the Complainant contacted Mr. Haines regarding his August 8, 2005 damage claim. Met-Ed incorporates herein by reference its response to sentence 35 above.

37) my [sic] wife this last time was looking out our front door saw sparked [sic] and a Bang [sic] at the pole

Denied. After reasonable investigation, Met-Ed is without information or knowledge sufficient to form a belief regarding the truth of the averments contained in this sentence and demands proof thereof, if relevant, at hearing.

38) the [sic] found nothing so I guess the surge jumped over the transformer and hit my house

Admitted in part and denied in part. It is admitted that the Company found no indication of a power surge at the Service Location on August 8, 2005. After reasonable investigation, Met-Ed is without information or knowledge sufficient to form a belief regarding the truth of the remaining averments contained in this sentence and demands proof thereof, if relevant, at hearing.

39) Their worker told me elect [sic] will run up the line find any ground it wants and im [sic] at the end of the line

Denied. After reasonable investigation, Met-Ed is without information or knowledge sufficient to form a belief regarding the truth of the averments contained in this sentence and demands proof thereof, if relevant, at hearing.

40) its [sic] going to always run right to my house and it has for 13 years

Denied. After reasonable investigation, Met-Ed is without information or knowledge sufficient to form a belief regarding the truth of the averments contained in this sentence and demands proof thereof, if relevant, at hearing.

41) sorry [sic] about the writing I have arthritis very bad in my hands /

Denied. The allegations contained in this sentence do not constitute factual averments to which any responsive pleading is required.

42) I should not have to pay for their mistakes and then go replace and get rid of the old junk

Denied. It is specifically denied that Met-Ed has made any “mistakes” in providing electric service to the Complainant. After reasonable investigation, Met-Ed is without information or knowledge sufficient to form a belief regarding the truth of the remaining averments contained in this sentence and demands proof thereof, if relevant, at hearing.

5. The allegations in this paragraph constitute a prayer for relief to which no responsive pleading is required.

6. Denied. After reasonable investigation, Met-Ed is without information or knowledge sufficient to form a belief regarding whether or not a Protection from Abuse order has been granted in favor of this Complainant and demands proof thereof, if relevant, at hearing.

7. Admitted. It is admitted that the Complainant has contacted the Company to discuss his complaint allegations.

8. The allegations in this paragraph do not contain any factual averments to which any responsive pleading is required.

9. Not Applicable.

10. The allegations in this paragraph do not contain any factual averments to which any responsive pleading is required.

NEW MATTER

11. The Complainant began receiving electric service from Met-Ed at the Service Location in June 1992.

12. On June 14, 2001, the Complainant contacted the Company regarding low voltage that he was experiencing at his Service Location. The Company investigated the claim and determined there was low voltage at the Service Location. The Company determined that the transition point where the service wire owned by Met-Ed connects to the customer owned entrance cable, i.e., the point of attachment, may be causing the voltage problems and therefore needed to be changed. On October 11, 2001, the Company installed a new service wire and larger transformer at the Service Location.

13. Four years later, on June 9, 2005, the Complainant again complained of voltage problems. In response, the Company installed a voltage recording device at the Service Location and confirmed it was experiencing low voltage. To address the issue, a voltage regulator was installed on the Complainant's circuit on July 28, 2005 and the voltage levels at the Service Location have been in accordance with the Commission's regulations at 52 Pa. Code §57.20 ever since.

14. On August 8, 2005, the Complainant filed a damage claim with the Company. After investigating its electric facilities at and near the Service Location, the Company denied the claim because the Company found (i) the Complainant's electric voltage to be within the Commission's guidelines at 52 Pa. Code §57.20 and (ii) no evidence that a power surge occurred as claimed by the Complainant.

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15. The Complainant has made claims for damaged equipment on five occasions over the past four years. However, the Company *only* found that two of these claims were meritorious.

16. Any claims by the Complainant prior to June 2001 are barred by the statute of limitations. 66 Pa. C.S §1312(a).

17. A portion of the Complaint seeks money damages which this Commission has no jurisdiction to address or grant. Accordingly, the Complaint should be dismissed, with prejudice, on all of the claims related to damages. The Commission does not have jurisdiction over claims for damages. The Public Utility Code, 66 Pa. C.S. § 101, et seq. (the "Code"), gives the Commission supervisory and regulatory power over the rates, service and facilities of public utilities. Brockway Glass Company, Inc. at 514. The Code does not give it jurisdiction over claims for damages. Behrend v. Bell Telephone Co., 363 A.2d 1152 (Pa. Super 1976); Brockway Glass Company, Inc. v. West Penn Power Co., 54 Pa. P.U.C. 509 (1980); Bones v. Bates Taxi, Inc., 51 Pa. P.U.C. 346 (1977). The Courts of Common Pleas retain original jurisdiction over suits for damages. Behrend v. Bell Telephone Co., 363 A.2d at 1158.

18. In accordance with Met-Ed's Tariff Rule 26, the Company is not responsible for a customer's allegedly damaged equipment/appliances if it is due to a circumstance on the Complainant's circuit that is beyond the Company's control to prevent. Electric Pa. P.U.C. No. 48 (Supp. 1), First Revised Page 72, Effective: February 4, 1999.

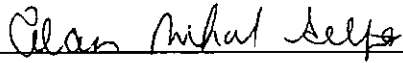
19. At all times relevant to this Complaint, the Company has acted reasonably, appropriately and in a manner fully consistent with the applicable provisions

of its duly-filed and Commission-approved tariff, the Public Utility Code and the Commission's regulations

WHEREFORE, Metropolitan Edison Company hereby requests that the Complaint of Richard L. Kehoe be dismissed with prejudice.

Respectfully submitted,

Dated: October 21, 2005



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