

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Joan Greene

v.

Metropolitan Edison Company

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:
:

C-20029142

DOCUMENT

SCHEDULING ORDER

DOCKETED
DEC 03 2004

A hearing was held in the above captioned matter on September 27, 2004. At the end of the hearing, the Complainant, Ms. Green, indicated an interest in filing a legal memorandum, or a brief in the support of the case presented. The legal memo or brief is due within 30 days of receipt of the transcript. The transcript was received in my office today, October 14, 2004. Therefore, Ms. Green's brief or memo is due on or before November 13, 2004. Please note the following when preparing your memo or brief:

1. A brief filed by an attorney licensed to practice law in the Commonwealth of Pennsylvania shall conform to the requirements set forth in 52 Pa. Code § 5.501 (relating to content and form of briefs).

2. A brief or legal memorandum filed by an individual unrepresented by counsel shall conform to the Commission's regulation regarding content and form of briefs insofar as practical, but shall, at a minimum, contain the following sections: a concise argument of the case, with references to the record evidence, and a clear statement of the relief sought.

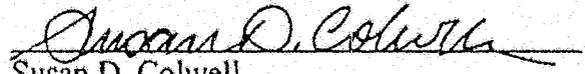
3. Only evidence admitted to the record shall be mentioned, referred to, or relied upon in the legal memorandum or brief. The evidentiary portion of the proceeding is over, and no new evidence may be presented. Do not include copies of any other documents with your legal memo or brief. You may refer to those documents which appear in the record, but you may not add new documents

4. The original plus nine copies shall be filed with the Commission's Secretary, P.O. Box 3265, Harrisburg PA 17105-3265. One copy must be served on the other party, and one copy must be served on me directly: Susan D. Colwell, Office of Administrative Law Judge, P.O. Box 3265, Harrisburg PA 17105-3265.

5. Ms. Green's brief or legal memo is due on or before November 13, 2004, if she chooses to file one. If, and only if, she chooses to file one, then MetEd's reply brief is due twenty days after Ms. Green files her brief or legal memo, if MetEd chooses to file one. No further briefs will be accepted or considered.

6. Neither the Complainant nor the Respondent will be penalized for failing to file a brief or legal memorandum. If you choose not to file, however, I ask that you let me know in a short letter so that I may write the adjudication for this case without waiting for your filing.

Dated: October 14, 2004


Susan D. Colwell
Administrative Law Judge

ORIGINAL

Joan Greene

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v.

NOV 14 2004

C-20029142

Metropolitan Edison Company

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

DOCKETED
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COMPLAINANT'S BRIEF AFTER
TELEPHONE HEARING ON REMAND / JUDGE CHANGE NOTICE
HELD MONDAY, SEPTEMBER 27, 2004, 10:00 A.M.
BY THE HONORABLE SUSAN D. COLWELL
ADMINISTRATIVE LAW JUDGE

DOCUMENT
FOLDER

The 22 July 2004 Pennsylvania Public Utility Commission's (PPUC) letter setting up the hearing stated:

ATTENTION: You may lose the case if you do not take part in this hearing and present facts on the issues raised.

I participated in the hearing and presented my case [Enclosure #1]. I petitioned This Honorable Court to accept into evidence my three-page court petition dated 06 Feb 04 and all five accompanying exhibits which had been in possession of all parties since February 2004. The Court accepted them into evidence in the same order that I had presented them, with the court petition marked Exhibit No. 6.

Then Met-Ed's attorney, Mr. Jeffrey A. Franklin, introduced his exhibits. I objected because I had not received Met-Ed's exhibits prior to telephonic hearing on 27 Sep 04 in accordance with page 2 of PPUC's letter:

If you have any hearing exhibits to which you will refer during the hearing, 3 copies must be sent to the Administrative Law Judge and 1 copy each must be sent to every other party. All copies must be received at least 3 days before the hearing. (Not my emphases.)

I was overruled. I objected to his exhibits while he was introducing them, because Mr. Franklin was discussing them with the ALJ but I did not have a copy in front of me to follow, particularly a "dial card" which I guess he claimed was mine. I was at a loss. He explained to the ALJ how some figure of "993" got to "999". I could only assume he was talking about the fraudulent "999" billed by Met-Ed on its 24 Sep 03 bill against which I filed two complaints: one on the fraud and one on the cover-up. The 24 Sep bill was for billing period 23 Aug - 23 Sep 03. But the "dial card" that Mr. Franklin was discussing was for the previous billing period 26 Jul - 22 Aug. There was no nexus. It was confusing to me, so I drew up another chart so I could understand what was going on. See my last enclosure for the chart showing the tenfold fraud, the cover-up, the falsification of records, and the irrelevancy and immateriality of the dial card discussed by Mr. Franklin with the ALJ. I now object to Met-Ed Exhibit 4 on the additional basis of the dial card being irrelevant and immaterial. It appears to be a blatant attempt to explain away Met-Ed's "999" fraud and cover-up.

I received Met-Ed's exhibits from UPS after a knock on my door during the telephonic hearing. I will attempt to address them per the Scheduling Order deadline of 13 Nov 04. Please overlook incontinuity.

Met-Ed Exhibit 3 Account Summary Chart

Met-Ed's exhibit 3 is an Account Summary Chart that I asked for repeatedly. Unfortunately, it is still based on Met-Ed's fraudulent rebills. Met-Ed's rebill is the vehicle by which Met-Ed implements its creative Off-the-Books accounting scheme, so Met-Ed never has to admit to an overcharge. I reject it in its entirety. Like I rejected Met-Ed's two previous account summary charts as shown in paragraph 4 of my Exhibit No. 4.

- I rejected Mr. Franklin's 15 May 03 account summary chart based on his fraudulent "Special Bills. "
- I rejected Met-Ed's unwanted and unsolicited 11 Aug 03 account summary chart based on Terrie Christman's fraudulent "Rebills" postdated 09 Apr 02 for Jan-Feb-Mar 2002.

I rejected the rebills as shown in my 06 Oct 02 appeal to the PPUC at top of Page 1:

Met-Ed would not tell me how many kilowatt hours or how many dollars they overcharged me. Instead, Met-Ed covered up the overcharge with what they call "Rebills."

I believe the Rebills are a falsification of my records, because they retroactively change each months Meter Reading, and number of Kilowatt Hours Used, and Charges. It is important to note that the Rebills also retroactively change the meter-reading method for each month from "Actual" to "Estimated". I rejected Met-Ed's three Rebills for January, February and March 2002 in a telecon on 29 May 02.

When I could not get an answer to my complaint from Met-Ed, I wrote to First Energy which is the parent company of Met-Ed. In my letter of 15 Jul 02 to CEO Peter Burg, I vehemently objected to the Rebills and explained why. Mr. Burg referred my letter back to the supervisor of customer relations at Met-Ed, Brian Lowe, who continued his employees' coverup. Mr. Lowe, contrary to the data on Met-Ed's bills, insisted that each of the three months "Actual meter reading" was only an "Estimated meter reading,". Mr. Lowe then proceeded to use Met-Ed's falsified Rebills to prove his allegations and figures. I reported this to Mr. Burg in my letter of 19 Aug 02.

Met-Ed has consistently failed to satisfy my complaint which I addressed in Section D of my 05 Apr 04 Court Motion:

With Met-Ed's use of fraudulent data, Met-Ed did not satisfy my complaint which specified that all information must be based on my Original Monthly Bills for electricity consumption.

Sections D and E are important enough to bring forward. QUOTE:

D. MET-ED FAILED TO SATISFY MY COMPLAINT AND FAILED TO FILE A TIMELY ANSWER.

Mr. Franklin's 15 May 03 proposal forwarded an account summary chart based on fraudulent "Special" bill data which I summarized in my 08 Dec 03 Status Report to Secretary McNulty (Exhibit #4 to my Petition to the Court submitting evidence). When Mr. Franklin called on 24 Jun 03 to discuss his proposal, I flat-out rejected it and ended all discussions with him. Mr. Franklin's call about the proposal was my last conversation with him. His submission of fraudulent data to me was the end of the ballgame for Met-Ed's time extensions. Mr. Franklin did not request an extension. If he had, I would not have granted it. With Met-Ed's use of fraudulent data, Met-Ed did not satisfy my complaint which specified that all information must be based on my Original Monthly Bills for electricity consumption. So, I cut off all communications with Ryan, Russell, Ogden & Seltzer. There was no manner in which Mr. Franklin could have requested another extension of time to file Met-Ed's Answer to my complaint timely. From 24 Jun 03 through 21 Nov 03, Mr. Franklin had no extension of deadline for filing Met-Ed's Answer to my complaint. Therefore, Met-Ed did not file a timely Answer. I move that Met-Ed be deemed to have admitted all the allegations in my complaint in accordance with Section 5.61 of the Commission's Rules of Administrative Practice and Procedure, 62 Pa. Code Section 5.61.

Although there were no on-going discussions and I had told Mr. Franklin not to bother sending me with any more of his papers, he sent a second unwanted and unsolicited settlement proposal by his transmittal letter dated 11 Aug 03. This proposal contained his second account summary chart which included Met-Ed's fraudulent "Rebills," which is also summarized in Exhibit #4. Again Met-Ed failed to satisfy my complaint.

E. MET-ED'S SUBMISSIONS OF FRAUDULENT DATA IN BOTH SETTLEMENT PROPOSALS NULLIFIED COMPLAINANT'S GRANT OF EXTENSION OF TIME WHICH WAS CONTINGENT ON MET-ED NOT USING ITS FRAUDULENT "REBILLS" AND THAT MET-ED MUST USE ONLY MY ORIGINAL MONTHLY BILLS FOR ELECTRICITY CONSUMPTION. MET-ED FAILED TO HONOR THE CONTINGENCY. AS A RESULT, ANY AND ALL EXTENSIONS OF TIME BECAME NULL AND VOID. END QUOTE.

I have stated ad nauseum that the most important thing I asked for in my complaint was that my Original Monthly Bills be used as a basis for response. My Exhibit No. 4, paragraph 4, continued:

When Mr. Franklin finally responded, it was up-in-my-face and insulting. Mr. Franklin based his response to my complaint upon Met-Ed's odious Rebills. The most important thing I asked for in my complaint was that the Rebills not be used as a basis for response. But Mr. Franklin used them anyway.

My identical formal appeals [Enclosure #2] to the PPUC and to the Bureau of Consumer Protection (BCP) mandate that Met-Ed not use their rebills when responding to my complaint:

In one inclusive written letter—no verbal calls—I want Met-Ed to do the following. In order to be acceptable, Met-Ed must use my original bills and not their "rebills."

Met-Ed has now come back for a third time using their fraudulent "rebills" in their chart at their Exhibit 3. It is time to stop using the rebills and wasting the court's and my time. This third chart still fails to satisfy my complaint. Met-Ed has dug in its heels for 2½ years and apparently does not intend to satisfy my complaint with an account summary chart based solely on my Original Monthly Bills as I requested during the instant court hearing:

I want and need from Met-Ed a summary of my account based solely on those original monthly bills for electricity consumption, not on the "Special Bills" and not on the "Rebills". (See page 3 of Enclosure #1.)

and in my first Court Petition of 06 Feb 04, paragraph 3:

Now I need an honest summary of my account not based on Met-Ed's rebills, because Met-Ed's attorney has admitted in writing that there was a 4,000 kWh overcharge according to my original monthly bills. (See page 2 of my Exhibit No. 6.)

Met-Ed is in a box as I indicated in the last paragraph of my Exhibit No. 4:

The chart is useless, but they cannot get away from using the fraudulent Rebills. For Met-Ed and its attorneys to remove all the Rebill data from their account summaries would be to rip off the cover from Met-Ed's scams and expose them and Met-Ed's off-the-books creative accounting as I have shown in my two charts at Enclosure #2.

Met-Ed can either remove all the rebill data and expose their fraud, coverup, and falsification of my records or they can stall the court like they have stalled me for 2½ years. In a Mar 03 telecon with Mr. Franklin, I asked for an answer and accounting not based on Met-Ed's rebills. Mr. Franklin promised me he would get in touch with Rosalyn when she returned from vacation, have her redo a chart removing the rebill data which I asked him to do, and get back to me. He never did. He ran the clock, and I was duped. (See middle of page 3 of my 05 Apr 04 Court Motion.)

Lastly, looking at Met-Ed's exhibit 3 per se, one can see that Met-Ed has "credited off" and "rebilled due to overread." Those are not gratuitous. Each one of those was the result of my filing complaints. The many late payment charges credited off were also due to my complaining. I felt the late payment charges, the shut-off notices, and the turnover to a collection agent constituted harassment, because the disputed portion of my bill has not been resolved by the court yet. But I have made timely payments each month for the electricity consumption portion of my Original Monthly Bills. There was no need for harassment.

The important question is: What about the customers who are physically and/or mentally challenged and cannot read their meter and contest Met-Ed's fraudulent billing practices? That is why I wrote to the DA. Or young career moms and dads raising their kids who don't have time to constantly monitor Met-Ed's bills to ensure that Met-Ed does not manipulate the data while transferring it from one bill to the next bill. The biggest question is: Why should a customer have to?

Met-Ed Exhibits 5 and 2
Letter from York County District Attorney to Joan Greene

The York County District Attorney's Office is discredited. The DA's decision is based on falsified information. The DA's Office bought hook-line-and-sinker into Met-Ed's fraudulent "rebills" and "spreading-the-usage" and "estimated readings"—all without question or investigation. That is the same position taken by PPUC's Initial Decision of 12 Feb 04, against which I filed my Exception No. 8 [Enclosure #3]. I objected to those tactics in my first paragraph of my formal appeals to PPUC and BCP at enclosure #2:

First, I want to know why Met-Ed sent me three separate bills for January, February and March 2002 which verified three (3) times on each bill that Met-Ed took an "actual" meter reading for which they billed me, but then after I filed my complaint letters and wrote their parent company's CEO, Met-Ed changed its mind and insisted that those three months of "actual" readings were only "estimated" readings. I believe it was solely for the purpose of establishing a method of cover-up for their overcharges. By declaring posthumously that my Jan-Feb-Mar bills were only estimates, Met-Ed gave themselves license to manipulate my existing billing records for those months. They call it "rebilling" and "spreading-the-usage." I call it falsification of my records. I want to know why, as a consumer, I cannot take the data on my Met-Ed bills as correct and reliable without the data subsequently being subject to manipulation by Met-Ed.

In my first petition of 06 Feb 04 to This Honorable Court, I observed that it should be made illegal for Met-Ed to change the method of meter readings retroactively:

It should be made illegal for Met-Ed to change the previous meter reading or previous bill amount or, especially, the previous manner of meter reading. Either Met-Ed took an actual reading or they did not. (See my Exhibit No. 6, para 4.)

Met-Ed's retroactive change of their meter readings from "Actual" to "Estimate" is a major part of their cover-up.

So, Met-Ed entered as their Exhibit 5, a xerox copy of the DA's 26 Dec 02 letter to me, with an attached one-page memo from Deputy Prosecutor Matthew Schelkopf to the DA dated 05 Dec 02—with attached charts which are almost too dark to read and understand. I reserve comment until later.

In Met-Ed Exhibit 5, Deputy Prosecutor Schelkopf was misled. In his memo to the DA, Schelkopf stated:

In this instance, Met-Ed estimated the meter readings of Ms. Greene's residence for the months of January, February, and March of this year.

That is a false statement. Who misled him? All three Original Monthly Bills for Jan-Feb-Mar 02 were "Actual" meter readings. (See my chart in Exhibit No. 4 at page 3.) Being based upon false information that apparently was provided to him, the DA's decision is erroneous and invalid. Who provided the falsified information to the DA's office? My educated guess would be Brian E. Lowe, Director of Customer Services at Met-Ed, as documented below.

It is odd what Met-Ed did not enter as evidence. Met-Ed did not introduce as an exhibit their written Answer to the DA's Office as a response to my 17 Oct 02 plea for help wherein I forwarded my entire complaint file about Met-Ed's overcharges and PPUC appeal to the DA [Enclosure #4].

It is just as peculiar to me that Met-Ed's attorney questioned me incidentally while he was introducing his exhibits—not on examination—whether I had received Met-Ed's material they submitted to the DA's office. I said no, but that I had written the DA asking for the material, but he did not send it. At Enclosure #5 is my 21 Dec 02 letter requesting the DA to send the material from Met-Ed on which the DA based his decision:

I am looking forward to receipt of whatever information you received from Met-Ed, so I can forward it to the PUC and Consumer Protection Agency.

However, It appears that neither the DA nor Met-Ed wants that material in evidence before PPUC and BCP. I came by my educated guess of who provided falsified information to the DA, because Mr. Lowe provided the same false information to me as I will show here:

On 15 Jul 02, I wrote a complaint [Enclosure #6] to Mr. Peter Burg, CEO of First Energy which is Met-Ed's parent company, about Met-Ed's refusal to answer my questions or respond to my formal written complaint letters. I said to Mr. Burg on page one:

The complaint was about the three false high readings of my meter done by Met-Ed in January, February, and March of 2002. These were "actual" readings done by Met-Ed, not "estimated."

And on page two:

The truth is that I still have not received a written acknowledgment of my complaint nor an attempted resolution of my questions about the false high readings by Met-Ed for three consecutive months and the 4000 kilowatt hours overcharged by Met-Ed for the period 25 Dec 01 to 23 Apr 02. I did receive the red-herring "rebills".

I complained about Ms. Terrie Christman's covering up Met-Ed's fraudulent actual meter readings for January through April 2002 with her "rebills":

I received a very belated call on 29 May 02 from a Ms. Christman who insisted that what she called her "rebills" are the answer to my complaint. The rebills are not a response to my complaint. The "rebills" are insulting, because I believe they are a falsification of my records for the purpose of covering up the sharp spike of my bill in January and Met-Ed's misreading of my meter dials for three consecutive months with false high readings. (See bottom of page one.)

Whereupon, it was Mr. Lowe who responded to my 15 Jul 02 complaint to Mr. Burg by sending me his letter of August 9, 2002—Met-Ed exhibit 2—with a copy to Messrs. Pete Burg, Earl Carey and Jack Kline. Mr. Lowe stated his falsified information to me in his Exhibit 2:

Mr. Lowe's letter said:

As we previously discussed, your July 15, 2002 letter to Mr. Pete Burg was forwarded to my attention for review and followup....In response to the concerns raised in your letters, the adjustments were the result of high estimates. For example, while we received an actual meter reading December 24, 2001, your usage for January 25, February 25, and March 25, 2002 was estimated. (My emphases.)

Those are all false statements by Mr. Lowe. As can be seen, Mr. Lowe provided the same false information to me that was apparently provided to the DA by someone: that Met-Ed's Jan-Feb-Mar 02 meter readings were "only estimated" and not "actual."

According to Met-Ed's Original Monthly Bills, those meter readings by Met-Ed for the period Jan-Feb-Mar 02 were all "Actual". Mr. Lowe's falsehoods were maddening, so I responded with another follow-up complaint to Mr. Burg dated 19 Aug 02 [Enclosure #7] in which I documented where Mr. Lowe's statements were false. I said:

Mr. Lowe, supervisor of customer service at Met-Ed, called me shortly after I wrote and said he had my letter to you, that he had been told to take care of the problem, and that he would. He wrote me a letter.

His letter continues the distortion of facts and falsification of my bills. It obviously does not bother him and he offers no reason for (1) the root problem of why my meter was "misread" for three consecutive months. He says the readings were "Estimates." However, Met-Ed's bills at the time the meter was read said they were "Actual" readings. Or (2) why no action was taken by Met-Ed in February when I called to protest the high January bill that did not correct itself until I called again on 26 March....I had already reached the conclusion, as set forth in one of my previous letters to Met-Ed, that this was not mere "misreadings" of my meter by a meter-reader....So I am not wasting any more of my time trying to deal with Met-Ed. I am moving on. But please do not misunderstand—I do appreciate very much your help in finally getting a written letter of their position from Met-Ed, although it is negative and more than unsatisfactory.

In my complaint to Mr. Burg dated 19 Aug 02, I clipped and pasted copies of my four bills from Jan-Feb-Mar-Apr 2002 and highlighted where Met-Ed's meter readings were "Actual" readings. Not "Estimated" readings as falsely claimed by Mr. Lowe. I stated:

To back up my statement, I will clip each month's bill which shows whether the billing was actual or estimated. This information is entered twice on each bill:

→ At the very top of the first page and

⇒ On a subsequent page under the heading "Meter Reading" along with the date and the figure for what the meter reads at that time.

Met-Ed's attorney, Mr. Franklin, called to verify whether they were my original monthly bills. I assured him they were. That I made copies and then clipped and pasted them all four together on original complaint and then xeroxed a copy for all.

Mr. Lowe further stated to me in his 09 Aug 02 letter (Met-Ed Exhibit 2):

An actual meter reading obtained March 29, 2002 indicated the estimates were too high. As a result we adjusted your account and spread the usage equally over the three-month period (1200 kWh each month). (My emphases.)

They were not estimates. That is another false statement by Mr. Lowe. Mr. Lowe fails to specify who the "we" are who "adjusted" my account and "spread the usage." I drew up a chart which shows who did what, when and where. See the chart in my Exhibit No. 4, page 3, which is my 08 Dec 03 Status Letter to the Secretary of PPUC. The chart breaks out the information from each of my Original Monthly Bills for Jan-Feb-Mar 2002 versus Terrie Christman's 09 Apr 02 rebills versus Jeffrey Franklin's 1st account summary chart dated 15 May 03. It was Ms. Christman's rebills that "spread the usage equally over the three month period (1200 kWh each month)." My page 4 contains another chart which shows Jeffrey Franklin's 2nd revised account summary chart dated 11 Aug 03 wherein he changes his "Special" readings to "Estimated" meter readings for each month and his "REBILL DUE TO OVERREAD" uses the same data which Ms. Christman used on her fraudulent 09 Apr 02 rebills postdated for Jan-Feb-Mar 2002.

Met-Ed's rebill is the vehicle by which Met-Ed implements its creative Off-the-Books accounting scheme to cover up its fraud and falsification of my records. In my 19 Aug 02 complaint to Mr. Burg, I responded to Mr. Lowe's 09 Aug statement that "we"..."spread the usage." Met-Ed's "spread-the-usage" tactic is what Ms. Terrie Christman did on her rebills dated 09 Apr 02 to retroactively bring down the high false fraudulent spike of 5520 kWhs charged by Met-Ed on its 26 Jan 02 bill to only 1200 kWhs and she got rid of the 5520 Sore Thumb on the Usage Comparison Chart. Her "spread-the-usage" tactic also covered up the high false charges for February and March 2002. She adroitly covered up Met-Ed's fraudulent overcharges. Again, see my Exhibit No. 4 page 3 chart, and my Exhibits No. 1 and No. 2 charts. I told Mr. Burg:

I reject this categorically out of hand. This is falsification of my records. There is no need to jiggle the numbers for usage when we have two correct actual meter readings—the beginning and ending for the disputed period. I assume this "spreading the usage" is what Met-Ed did on their "rebills". As you know, I objected vigorously to those rebills, as Ms. Christman called them in her belated call of 29 May 02. I believe that the "spreading the usage" tactic is a falsification of my records and I told that to Ms. Christman on 29 May. I also told her that I was beginning to believe this was a scam and not a misreading of my meter for three months. (See Enclosure #7, page 4.)

My 15 Jul 02 and 19 Aug 02 complaints to Mr. Burg are not new evidence. They were attachments #7 and #9 to my appeal to the PPUC dated 06 Oct 02 which I am bringing forward as my Enclosure #8. I cc'd the York County DA and sent him a complete set of my complaint documents against Met-Ed which included both the 15 Jul and 19 Aug 02 complaints to Mr. Burg.

Met-Ed Exhibit 4
Dial Card dated 20 Aug 03

As set forth at the bottom of page one, I now additionally object to Met-Ed's Exhibit 4 as irrelevant and immaterial after seeing the exhibit. This meter reading dial card dated 20 Aug 03 was discussed at the hearing on 27 Sep 04 between Met-Ed's attorney and the ALJ. While introducing his exhibits, Mr. Franklin was explaining how the figure "993" got to "999". I could only assume he was referencing the fraudulent "999" meter reading billed by Met-Ed on its 24 Sep 03 bill against which I filed two complaints: one on the fraud and one on the cover-up. See my complaints to Mr. Burg dated 06 Oct 03 and 05 Nov 03 (which is my Exhibit No. 5). Also, see my Chart at Exhibit No. 1 titled, "Met-Ed's Falsification of Joan Greene's Original Monthly Bills for Electricity Consumption," which reads at the bottom of Page 2:

However, the main purpose of my 05 Nov complaint was to show where Met-Ed hid on The Brown Mahogany its cover-up of their high false fraudulent meter reading of "999" for 24 Sep 03. That was tenfold my Aug 03 meter reading. On their 24 Sep 03 bill, Met-Ed skyrocketed my meter dials to read the fraudulent "999", ran the kilowatt-hour-usage up to an enormous 4,200, overcharged 3,680 kilowatt hours, and overcharged \$310.48. Of course, I had already filed a complaint with Mr. Burg about Met-Ed's tenfold scam of skyrocketing my meter dials to falsely read the "999", that complaint is dated 06 Oct 03.

I could not follow the court discussion, because I did not have a copy of Met-Ed's Exhibit 4 in front of me. I would like the opportunity to address it now.

Met-Ed Exhibit 4 is dial card dated 20 Aug 03. It covers billing period 26 Jul - 22 Aug 03 which was billed by Met-Ed on its 25 Aug 03 bill [see Enclosure #9A]. I read my meter dials at "8-9-3" on 20 Aug 03 [Enclosure #9B] and Met-Ed's 25 Aug 03 bill came in five days later with a meter reading of "8-9-4" which was fine. I paid the \$39.23 immediately with my check No. 2861, which cleared my bank account on 03 Sep 03--twelve days before it was due (see my Exhibit No. 3.) There was no problem with my 25 Aug 03 bill, and I filed no complaint against it. Therefore, there was no reason to discuss the 20 Aug dial card.

But Mr. Franklin blatantly attempted to connect the figure of "993" handwritten on the 20 Aug dial card to Met-Ed's fraudulent "999". That was a long stretch, because the billing period of 26 Jul - 22 Aug was billed on Met-Ed bill dated 25 Aug 03 on which the meter reading was "894" and is irrelevant and immaterial to the subsequent billing period 23 Aug - 23 Sep which was billed on Met-Ed bill dated 24 Sep 03 on which the meter reading was the fraudulent "999". There is no nexus. Except to try to explain away Met-Ed's fraud and cover-up.

Taking Mr. Franklin's 20 Aug 03 dial card at face value, today I would read his dials at "8-9-3", not the "0993" handwritten on the card. Just as I read and marked the figures "8-9-3" on my paper dials when reading them on 20 Aug 03 as shown at my Enclosure #9B. The pointers on the 20 Aug dial card are exactly as I marked them on my Enclosure #9B. I don't recall writing the "0993" on my card, but I do want to learn how to read my meter dials real good. I petition This Honorable

Court to have its top certified meter reader tell me what Met-Ed Exhibit 4 reads. I also would appreciate a detailed instruction booklet on "How to Read Electric Meters."

CONCLUSION

I WOULD LIKE TO HAVE THE SAME REMEDIES REQUESTED IN MY STATEMENT OF CASE AT ENCLOSURE NO. 1 AND MY PREVIOUS COURT PETITION OF 06 FEB 04.

Signed Joan Greene and dated this 12th day of Nov, 2004

YEAR 2003

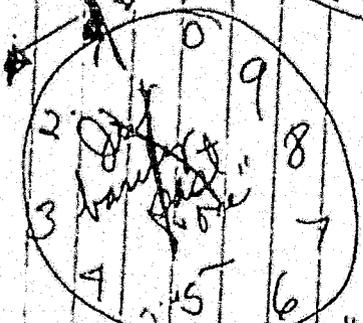
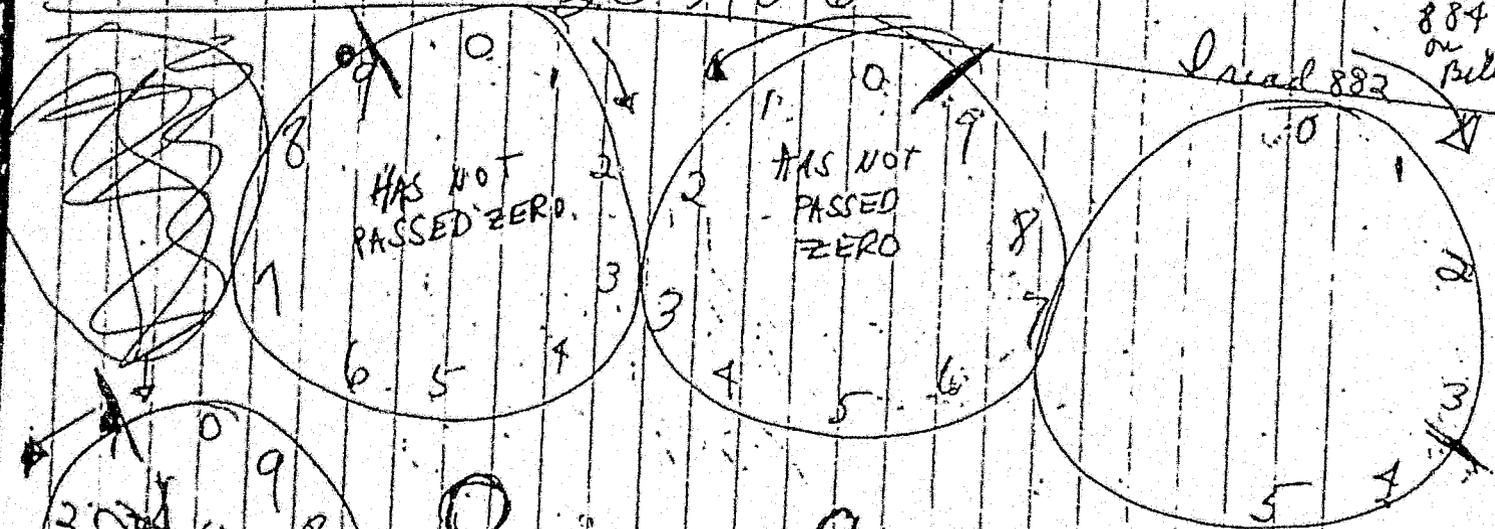
Billing Period	Number of Days	Joan Greene Read Date	Joan Greene Dial Reading	MET-ED BILL DATE	Met-Ed Previous Month Reading	Met-Ed Present Month Reading	Met-Ed Billed in KWHs	Met-Ed Billed in Dollars
25 Jun - 25 Jul	31	19 Jul	882	28 Jul	872 Actual 25 Jun	884 Actual 25 Jul	480	\$ 47.25
26 Jul - 22 Aug	28	20 Aug	893	25 Aug New Format No dates !	884 Actual No date	894 Actual No date	400	\$ 39.23
23 Aug - 23 Sep	32	19 Sep	905	24 Sep	894 Actual No date	Fraud 999 Estimate No date	Tenfold 4,200	\$ 361.03
24 Sep - 23 Oct	30	24 Sep	907	24 Oct	False 905 No date Estimate	917 No date Actual	480	\$ 47.25
24 Oct - 21 Nov	29	17 Oct	916	24 Nov	917 Actual No date	931 Actual No date	560	\$ 53.99
22 Nov - 23 Dec	32	21 Nov	931	26 Dec	931 Actual No date	958 Actual No date	1,080	\$ 97.86
24 Dec - 23 Jan 04	31	26 Nov	933	26 Jan	958 Actual No date	998 Actual No date	1,600	\$ 141.66
24 Jan - 24 Feb 04	32	22 Dec	957	25 Feb	998 Actual No date	1044 Actual No date	1,840	\$ 161.84

Dial card of 20 Aug 03 is irrelevant and immaterial to "999" fraud on Met-Ed bill dated 24 Sep 03

* Joan Greene's meter reading on 24 Jan 04 still did not reach Met-Ed's fraudulent "999". It read only "997".
 ** Greene's meter reading did not reach Met-Ed's fraudulent "999" reading charged on its 24 Sep 03 bill until five months later when Greene read her meter at "1039" on 20 Feb 04. Met-Ed has never shown credit on its original monthly bills for fraudulent overcharges of 3,680 kilowatt hours and \$310.48 [See complaints to CEO Peter Burg of 06 Oct 03 and 05 Nov 03] AND MET-ED'S FRAUDULENT "REBILLS" ARE STILL NOT ACCEPTABLE as adamantly set forth in Greene's [a] Exception No. 8 of 15 Mar 04, [b] Court Motion of 05 Apr 04, para B, D & E, [c] Appeal to PPUC of 06 Oct 02 w/9 atch, cc DA, [d] official complaint form w/2 atch to Bureau of Consumer Protection of 20 Nov 02, [e] letter and official complaint form to PPUC w/3 atch of 21 Dec 02, [f] Greene's Exhibits #1 - #5, etc. Greene has complained long and vociferously about Met-Ed's fraudulent "rebills." MET-ED'S "REBILL" IS THE VEHICLE BY WHICH MET-ED IMPLEMENTS ITS FRAUDULENT "OFF-THE-BOOKS" ACCOUNTING SCHEME. Met-Ed never admits to an overcharge. The "rebills" cover up Met-Ed's manipulation of Met-Ed's "amount of reduction figures" in both balance due and meter reading when caught with their hands in the cookie jar. The "amount of reduction figures" never show up on Consumer's original monthly bill for him and forensic accountant to see and verify. A brilliant scheme. Which dancing Met-Ed does on The Brown Mahogany without recording the adjustments they make onto their "Detailed Payment and Adjustment Information Section" of Consumer's bill. When Met-Ed's fraudulent off-the-books accounting scheme using "rebills" is declared illegal, Met-Ed's fraud may implode upon itself like a sinkhole. No cover, no fraud.

READ WED 20 AUG 2003

Last north read
884
on Bill
I read 882



8

9

3

Not past the "1" get
almost to "1" get
But needle dial HAS NOT "0"

NOT PAST
THE ZERO
So previous
dial still
is "8"

ENVY
ADDRESS

Before the
Pennsylvania Public Utility Commission

Joan Greene

v.

Metropolitan Edison Company

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C-20029142

ENCLOSURE #1

COMPLAINANT'S STATEMENT OF CASE

TELEPHONE HEARING ON REMAND / JUDGE CHANGE NOTICE
MONDAY, SEPTEMBER 27, 2004, 10:00 A.M.

BEFORE THE HONORABLE SUSAN D. COLWELL
ADMINISTRATIVE LAW JUDGE

COMPLAINANT JOAN GREENE'S

OPENING STATEMENT AT TELEPHONE HEARING
MONDAY, 27 SEPTEMBER 2004, 10:00 A.M.

BEFORE THE HONORABLE SUSAN D. COLWELL
IN RESPONSE TO COURT ORDER,
TELEPHONE HEARING ON REMAND / JUDGE CHANGE NOTICE,
DATED JULY 22, 2004

NO. 1

I BELIEVE THAT MET-ED DEVISED A SCHEME TO DEFRAUD ME ON ELECTRICITY
CONSUMPTION,

- a. By running my meter reading to a high false reading four different times.
- b. By recharging two different times for kilowatt hours already paid for.

NO. 2

I BELIEVE THAT MET-ED DEVISED A CREATIVE OFF-THE-BOOKS ACCOUNTING
SCHEME TO COVER UP THE FRAUD WHEN CAUGHT BY A CONSUMER.

NO. 3

I BELIEVE THAT MET-ED EXECUTED THOSE SCHEMES AGAINST ME AS SET
FORTH IN MY PETITION TO THE COURT AND CONFIRMED IN MY ACCOMPANYING
FIVE [5] EXHIBITS.

NO. 4

NOW, I PETITION THIS COURT TO ACCEPT INTO EVIDENCE MY THREE-PAGE
COURT PETITION SIGNED AND DATED 06 FEB 2004. AND ALL FIVE ACCOMPANY-
ING EXHIBITS IN ORDER TO PROVE MY CASE OF ALLEGED FRAUD AND COVER-UP.

ALL PARTIES HAVE BEEN IN POSSESSION OF THESE DOCUMENTS SINCE FEBRUARY 2004, AS CONFIRMED RECEIPT BY THE HONORABLE MICHAEL C. SCHNIERLE, ADMINISTRATIVE LAW JUDGE, IN HIS INITIAL DECISION DATED 12 FEB 2004, AT PAGE 2.

NO. 5

I PROPERLY SERVED A COPY FOR ALL PARTIES AS FOLLOWS:

THROUGH THE HONORABLE MICHAEL C. SCHNIERLE -----

TWO COPIES FOR THE REPORTER.
ONE COPY FOR THE ADMINISTRATIVE LAW JUDGE.
ONE COPY FOR THE PRESIDING OFFICER.
ONE COPY FOR MR. JEFFREY A. FRANKLIN, ESQ., ATTORNEY FOR MET-ED FROM THE LAW FIRM OF RYAN, RUSSELL, OGDEN AND SELTZER.

FURTHER, I SERVED A COPY ON MR. PETER BURG, THE CHIEF EXECUTIVE OFFICER OF FIRST ENERGY, WHICH IS MET-ED'S PARENT COMPANY, TO WHOM I WAS DIRECTED BY MET-ED HEADQUARTERS.

AND ONE COPY ON MR. JAMES J. McNULTY, SECRETARY OF THE PENNSYLVANIA PUBLIC UTILITY COMMISSION.

EACH PARTY RECEIVED MY 3-PAGE COURT PETITION AND ALL FIVE (5) ACCOMPANYING EXHIBITS. TO THE BEST OF MY ABILITY, EVERYBODY HAS EVERYTHING. I SET FORTH MY CASE IN MINUTIA IN MY EXHIBITS, SO THERE IS NOT TOO MUCH MORE THAT I CAN ADD.

FINALLY

I WILL BE HAPPY TO FORWARD ANY FURTHER DOCUMENTATION YOU MIGHT NEED, SUCH AS MY ORIGINAL MONTHLY BILLS. I DID NOT SEND THEM BEFORE, BECAUSE I HAD SCRIBBLED ON THEM WHILE WRITING UP MY CASE.

HOWEVER, I AGAIN CERTIFY THAT ALL THE ENTRIES IN MY PETITION, EXHIBITS, EXCEPTIONS, ETC., ARE TAKEN DIRECTLY AND VERBATIM FROM MY ORIGINAL MONTHLY BILLS. I WANT AND NEED FROM MET-ED A SUMMARY OF MY ACCOUNT BASED SOLELY ON THOSE ORIGINAL MONTHLY BILLS FOR ELECTRICITY CONSUMPTION, NOT ON THE "SPECIAL BILLS" AND NOT ON THE "REBILLS."

BECAUSE, MET-ED HAS BEEN CARRYING \$77.11 ON MY ORIGINAL MONTHLY BILLS WHICH HAS NEVER BEEN EXPLAINED TO ME AND I HAVE NOT YET PAID. BUT I WOULD LIKE TO PAY IF I AM SHOWN THAT I HONESTLY OWE THIS \$77.11. I WANT TO CLEAR UP THIS DEPRESSING MATTER AND GET IT OUT OF MY LIFE. ALSO, MET-ED NEVER EXPLAINED THE \$200 PAYMENT WHICH I MAILED TO MR. PETER BURG WITH MY COMPLAINT WHEN MET-ED TACKED A 48-HOUR SHUT-OFF NOTICE TO MY DOOR WHILE NOT RESPONDING TO MY COMPLAINT LETTERS. I FELT THAT WAS UNFAIR. I FELT THAT MET-ED WAS HARASSING ME FOR FILING THE COMPLAINT IN WRITING. MY \$200 WAS RECEIVED, BECAUSE IT WAS CASHED AND CLEARED MY BANK. SO I CANNOT UNDERSTAND HOW I STILL OWE THE \$77.11.

BUT MOST IMPORTANTLY, I HAVE NOT BEEN SHOWN IN BLACK-AND-WHITE ON MY ORIGINAL MONTHLY BILLS EXACTLY WHERE MET-ED CREDITED MY ACCOUNT FOR THOSE SIX OVERCHARGES TOTALING 9,240 KWH AND \$837.55 AS SHOWN IN EXHIBIT NO. 4. I WANT TO SEE THOSE SPECIFIC ORIGINAL MONTHLY BILLS. BUT.....MET-ED CANNOT SHOW THEM TO ME, BECAUSE MET-ED USED ITS CREATIVE OFF-THE-BOOKS ACCOUNTING TO HIDE THEM FROM ME AS CLEARLY

SHOWN IN MY:

EXHIBIT NO. 1 TITLED, "CHART - MONEY TRAIL SHOWING MET-ED'S
FALSIFICATION OF BALANCE DUE"

AND MY

EXHIBIT NO. 2 TITLED, "CHART - METER-READING TRAIL SHOWING
MET-ED'S FALSIFICATION OF METER READINGS."

SO, I HAVE NO WAY OF VERIFYING HOW MUCH I OWE-----OR PERHAPS MET-ED
OWES ME.

MY LAST ITEM NO. 6

I DO NOT BELIEVE THE SIX OVERCHARGES WERE MADE BY A LOW-LEVEL
METER READER, BECAUSE HE PROBABLY WOULD HAVE BEEN FIRED AFTER SIX
MISTAKES ON ONE PERSON'S BILLING.

I BELIEVE THE FRAUD, COVER-UP, AND FALSIFICATION OF MY RECORDS WAS
A CONSPIRACY FROM HIGHER UP ON MAHOGANY ROW. THAT IS WHY I DUBBED IT
"THE BROWN MAHOGANY THEORY."

THE SCHEME WAS VERY CLEVER, AND IT TOOK ME A WHILE TO FIGURE OUT.
NOT UNTIL I HAD DRAFTED UP A HANDWRITTEN CHART OF THE FIGURES ON MY
BILLS DID THE FALSIFICATION OF MY RECORDS POP OUT AND STARTLE ME.
IT WAS LIKE A BOLT OF LIGHTENING THE DAY I DISCOVERED MULTIPLE FALSIFI-
CATIONS ON MY CHART. I DISCOVERED THAT MET-ED MANIPULATED THE DATA
SECRETIVELY AND RETROACTIVELY WHILE TRANSFERRING IT FROM LAST
MONTH'S BILL TO THIS MONTH'S BILL. ALL HIDDEN. ALL WITHOUT TELLING THE
CUSTOMER ON HIS BILL THAT THE ADJUSTMENTS HAD BEEN MADE BY MET-ED.

IN CONCLUSION

I PETITION THIS COURT TO MAKE MET-ED'S CREATIVE OFF-THE-BOOKS ACCOUNTING ILLEGAL AND MAKE MET-ED STOP AND DESIST USING IT.

I PETITION THIS COURT TO DIRECT MET-ED TO RECORD ANY AND ALL ADJUSTMENTS THEY MAKE INTO THE SECTION OF THEIR BILL ENTITLED "DETAIL PAYMENT AND ADJUSTMENT INFORMATION." OR BETTER YET, A SEPARATE AND NEW SECTION ENTITLED "ADJUSTMENT INFORMATION," SETTING FORTH ALL ADJUSTMENTS IN BOTH KILOWATT HOURS AND DOLLARS.

AS A CUSTOMER AND CONSUMER, I NEED TO BE ABLE TO VERIFY WHAT MANIPULATION MET-ED HAS DONE TO THE FIGURES ON MY PREVIOUS BILL WITHOUT GOING THROUGH THE GYRATIONS I HAVE TO NOW.

THANK YOU, YOUR HONOR.

Before the
Pennsylvania Public Utility Commission

Joan Greene

v.

Metropolitan Edison Company

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C-20029142

ENCLOSURE #2

FORMAL APPEALS
TO

BUREAU OF CONSUMER PROTECTION (BCP)
DATED NOVEMBER 20, 2002

AND

PENNSYLVANIA PUBLIC UTILITY COMMISSION (PPUC)
DATED DECEMBER 21, 2002

First, I want to know why Met-Ed sent me three separate bills for January, February and March 2002 which verified three (3) times on each bill that Met-Ed took an "actual" meter reading for which they billed me, but then after I filed my complaint letters and wrote their parent company's CEO, Met-Ed changed its mind and insisted that those three months of "actual" readings were only "estimated" readings. I believe it was solely for the purpose of establishing a method of cover-up for their overcharges. By declaring posthumously that my Jan-Feb-Mar bills were only estimates, Met-Ed gave themselves license to manipulate my existing billing records for those months. They call it "rebilling" and "spreading-the-usage." I call it falsification of my records. I want to know why, as a consumer, I cannot take the data on my Met-Ed bills as correct and reliable without the data subsequently being subject to manipulation by Met-Ed.

I do not understand why Met-Ed did not just tell me they overcharged me and give me a refund. It boggles my mind. I want to know why Met-Ed failed to notify me in a written, straightforward, honest letter (1) how many kilowatt hours they overcharged me and (2) how many dollars they overcharged me. To me that is cut and dried: tell me how much and give me a credit or refund. No big deal. Rather than do that, Met-Ed ignored my letters of complaint until I wrote several letters to the CEO of First Energy, Mr. Peter Burg, who turned the problem back over to Mr. Brian Lowe, Supervisor of Customer Service at Met-Ed. Met-Ed went through gyrations and shenanigans which they call "rebills" but which I believe are falsifications of my billing records for the period of 25 December 2001 through 25 March 2002. I flat out rejected the "rebills." I ignored them except to report to Mr. Burg on why and how I believe the "rebills" are fraudulent. I want to know why Met-Ed used the "rebills" in lieu of notifying me by a written letter which contained a brief, but full and detailed, explanation of all Met-Ed overcharges.

I want to know why Met-Ed used their "spread-the-usage" tactic to spread my electricity usage equally over the contested three months. I did not use an equal amount of electricity for each of the three months and objected to the tactic in writing as a falsification of my billing records. Met-Ed used this spread-the-usage tactic to cover up the sharp spike of 5520 kilowatt hours which they had charged on my 26 January bill. The tactic brought the erroneous spike of 5520 kilowatts hours down to only 1200 kilowatt hours as shown on their "rebill" for January. This high spike of 5520 kWhs hours in January was what started my initial complaint. Now it had been successfully and completely erased from my records by Met-Ed's spread-the-usage tactic and rebill. This was overkill. I want to know why Met-Ed used this tactic while there existed two correct actual meter readings done by Met-Ed—one prior to and one subsequent to the three-month contested period. One on 24 Dec 01 which showed an actual meter reading of 447 and the other on 23 Apr 02 which showed an actual meter reading of 556.

Assuming for argument's sake that the original 26 January 2002 bill was an estimate in the first place, which I do not believe, how did Met-Ed come up with the "5520 Kilowatt Hours Used." That was triple my normal usage. I went back several years as shown on my charts and did not find another bill even close to that amount. How and why did Met-Ed arrive at such a high figure of 5520?

It is my belief that in addition to falsifying my Jan-Feb-Mar bills with their spread-the-usage tactic and rebills, Met-Ed also falsified my original 23 April 2002 bill. They had been caught with their hands in the cookie-jar, so in April they secretly and retroactively lowered the meter-reading figure by 100 for the previous month of March 2002. My original March bill said "637," but my original April bill says "537" for March, an unnoticeable change of only one digit. Nowhere on the April bill did Met-Ed draw attention to this fact. Nowhere on the bill did Met-Ed explain how many kilowatt hours or how many dollars the drop of 100 in my meter-reading would be, or in other words, how much Met-Ed had overcharged me. Their sneakiness made me furious, so I wrote a letter to Met-Ed on the day I received the April bill which was 25 April 2002, a computer copy of which I am enclosing.

My letter of 25 April was very clear and specific on how I would like the problem resolved in a simple manner which I could understand. Based on the fact that Met-Ed misread my meter too high for each of the three consecutive months of January, February and March 2002, I asked Met-Ed to figure the kilowatt hours I used from their last correct "actual" meter reading on 24 December up to their next correct "actual" meter reading on 23 April. THAT IS THE ONLY WAY THAT I WILL EVER UNDERSTAND WHETHER OR NOT THE ERRONEOUS USAGE SHOWN ON MY THREE BILLS IS CORRECTED. This method would give us what the meter says I used, which is the proper criterion (not Met-Ed's rebills). I don't believe that was too much to ask. In my succeeding letters, I asked and re-asked. But Met-Ed consistently ignored me and refused to give me that simple figure, which finally made me believe that the three overcharges were not an honest mistake. Moreover, Met-Ed went into their elaborate scheme of "spreading-the-usage" and "rebills" which is a sure vehicle for cover-ups. Met-Ed was smashing a flea with a sledgehammer. Methinks they protested too much which furthered my belief that the overcharges were deliberate—a scam.

My 25 April request was also based on a second very critical fact: The meter-reading figure on Met-Ed's 23 April bill finally aligned itself with the lower number on my electric meter and that is why I consistently and repeatedly asked Met-Ed to figure the charges for the period of 24 Dec all the way up to 23 Apr—not stopping at the 25 March bill which was not aligned with my meter. To this day, Met-Ed has never done that for me. From my bills for that period, I found that Met-Ed billed me for 8360 kilowatt hours but that my meter said I used only 4360 kilowatt hours—an overcharge of 4000 kilowatt hours which I specifically set forth in my 25 April letter. Not only did Met-Ed not give me their figure as requested, Met-Ed refused to even confirm or deny my three figures.

I do not know how to figure the cost for those 4360 kilowatt hours of electricity which the meter says I used from 24 Dec to 23 Apr. It would have taken Met-Ed's accountant only several minutes to figure the dollar amount and respond in writing to my 25 April letter. I do know from Met-Ed's bills that they billed me \$750.38 for the stated period. But that is too high because it includes the 4000 hours of overcharge. I am so confused about what I owe at this point. Met-Ed still shows some back charges, but I have no way of knowing whether they are correct. Met-Ed might owe me a refund or credit if they would deduct the 4000-hour overcharge.

I have been paying my monthly bill in a timely manner each month from the time that the bill finally aligned itself with my meter on 23 April, so all that I may owe is for the contested period. And I have paid around \$595.00 toward that portion of my bill, because Met-Ed twice threatened to cut off my electricity.

I asked the Public Utilities Commission on appeal to help get a verification of the three costs for me. I sent them a copy of the 9 letters I wrote to Met-Ed and to Mr. Burg, which are incorporated herein by reference. It still boggles my mind why Met-Ed would not figure my electricity usage from 24 Dec 01 to 23 Apr 02, give me a credit or refund, and close out my simple case. Then it occurred to me that perhaps I was not the only customer being scammed. If I were the only scamee, it would have been easy to correct my bill in the simple way I wanted and write me a letter. But if I were not the only customer being scammed, then it would be time-consuming for Met-Ed to correct everybody's records and draw-up their laborious rebills for each month. So I also wrote to the local District Attorney here in York County.

I do not know how you eventually got my problem. But if you do not have the nine letters I would like to send you a set, because it is important to me for the investigator to be able to read about my struggle with Met-Ed from beginning to end. It has been frustrating and I have worked hard to document it. Please let me know if I can help in any way. My phone number is 717-266-0144. Thank you very much for your interest in looking into this matter.

WHAT WOULD YOU LIKE THE BUSINESS TO DO TO SETTLE YOUR COMPLAINT:

In one inclusive written letter—no verbal calls—I want Met-Ed to do the following. In order to be acceptable, Met-Ed must use my original bills and not their "rebills".

1. Using their own two "actual" meter readings of 447 on 24 Dec 01 and 556 on 23 Apr 02, I want Met-Ed to verify that my electric meter says I used 4360 kilowatt hours of electricity for the period 24 Dec 01 to 23 Apr 02.
2. Using their own bills for the period 24 Dec 01 to 23 Apr 02, I want Met-Ed to verify that they billed me for 8360 kilowatt hours as shown:

25 Jan bill	5520
25 Feb bill	1120
25 Mar bill	960
23 Apr bill	<u>760</u>
for a total of.....	8360
3. I want Met-Ed to verify that they overcharged and overbilled me for 4000 kilowatt hours of electricity for the period 24 Dec 01 to 23 Apr 02:

Met-Ed billed	8360
Electric Meter says I used	<u>4360</u>
Met-Ed overcharged in kWhs.....	4000
4. In dollars, tell me the cost for the 4000 kWhs of electricity that Met-Ed overcharged on my bills, broken down into:
 - Generation Charges
 - Transmission Charges
 - Distribution Charges and
 - Transition Charges
5. In dollars, tell me the cost for the 4360 kWhs that my meter says I used for the period 24 Dec 01 to 23 Apr 02, broken down into:
 - Generation Charges
 - Transmission Charges
 - Distribution Charges and
 - Transition Charges
6. Give me information on where my multiplier of 40 comes from, as requested in my 25 Apr 02 letter.
7. List the amount and date of each payment made toward the contested period 24 Dec 01 through 23 Apr 02, which would include the \$200 payment made under duress when I found a "48-hour Shut-Off Notice" taped to my door. It was received in Akron OH on 24 Jul at 7:39 p.m.
8. Assure me that I can continue to read my own meter and mail in the results five days before the scheduled meter-reading date and, most importantly, that Met-Ed will use my reading to figure my bill. Especially during the coming Holiday Season of Christmas and New Years. Of course, Met-Ed is welcome to come out every few months to doublecheck the numbers on my electric meter dials so I can be sure I am reading my meter right. I want Met-Ed to assure me that they will, in a timely manner, continue to send the electric-meter forms which I need to read my own meter, or accept my meter-reading numbers in letter format if I do not have a form.

Before the
Pennsylvania Public Utility Commission

Joan Greene

v.

Metropolitan Edison Company

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C-20029142

ENCLOSURE #3

**COMPLAINANT'S EXCEPTION NO. 8 DATED MARCH 15, 2004
to
PPUC INITIAL DECISION DATED FEBRUARY 12, 2004**

and

**COURT'S ACCEPTANCE OF MET-ED REBILLS
WITHOUT QUESTION OR INVESTIGATION**

**BEFORE THE
HONORABLE MICHAEL C. SCHNIERLE
ADMINISTRATIVE LAW JUDGE**

COMPLAINANT JOAN GREENE'S
EXCEPTION NO. 8 TO THE INITIAL DECISION

I take my greatest Exception to the Initial Decision's naive acceptance of Met-Ed's Rebills without question or investigation: Met-Ed "rebilled" Joan Greene. That makes it okay. Case closed.

The gist of Met-Ed's answer was that it...has rebilled Ms. Green for the correct amount.

The crux of the case before the Court is whether Met-Ed's Rebills are fraudulent and are a coverup for (a) the three consecutive months of Met-Ed's fraudulent overcharges and (b) Met-Ed's falsification of my records pertaining thereto. I set this forth ad infinitum in my PPUC Complaints. I asked for an accounting not based on the Rebills. But since the Initial Decision blithely accepts the "Rebills" as God-given gospel, it blocks the Court from addressing the heart of the matter which is before the Court. That is why no settlement of the case is possible until Met-Ed provides an answer and an account summary not based on the Rebills as I requested in my PPUC Complaint. It was the most important thing I asked for:

In one inclusive written letter—no verbal calls—I want Met-Ed to do the following.
In order to be acceptable, Met-Ed must use my original bills and not their "rebills".

The crux of this case was established by my very first words of my appeal letter to the PPUC dated 06 Oct 02 and received by Vaughn W. Puls on 15 Oct 02 which complained about Met-Ed's Rebills covering up the overcharges and falsifying my records: QUOTE

Met-Ed would not tell me how many kilowatt hours or how many dollars they overcharged me. Instead, Met-Ed covered up the overcharge with what they call "Rebills."

I believe the Rebills are a falsification of my records, because they retroactively change each months Meter Reading, and number of Kilowatt Hours Used, and Charges. It is important to note that the Rebills also retroactively change the meter-reading method for each month from "Actual" to "Estimated". I rejected Met-Ed's three Rebills for January, February and March 2002 in a telecon on 29 May 02. When I could not get an answer to my complaint from Met-Ed, I wrote to First Energy which is the parent company of Met-Ed. In my letter of 15 Jul 02 to CEO Peter Burg, I vehemently objected to the Rebills and explained why. END QUOTE

However, from the Initial Decision, it appears that the Court is not going to address the heart of the case before it, although my charts in evidence shockingly document Met-Ed's coverup of its scams and falsification of my records at a glance. It is not okay and I take Exception.

Before the
Pennsylvania Public Utility Commission

Joan Greene

v.

Metropolitan Edison Company

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C-20029142

RECEIVED

NOV 14 2004

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

ENCLOSURE #4

COMPLAINANT'S APPEAL

DATED OCTOBER 17, 2002

FOR HELP FROM THE

**YORK COUNTY DISTRICT ATTORNEY
MR. H. STANLEY REBERT**

**REGARDING MET-ED'S REBILLS,
FALSIFICATION OF MY RECORDS,
AND COVER-UP**

COMPLAINANT FORWARDED COMPLETE FILE TO DA

17 October 2002

Mr. H. Stanley Rebert
District Attorney, York County
28 East Market Street
York PA 17401

Re: Rebilling by Met-Ed Electric Company

Dear Mr. Rebert:

I am enclosing a copy of my complaint filed with Met-Ed and subsequent appeal to the Public Utilities Commission. Met-Ed would not tell me how many kilowatt hours or how much money they overcharged me. I asked for an extremely simple resolution, but Met-Ed unnecessarily went through shenanigans which they call their "Rebills." They were killing an ant with a sledgehammer, which led me to believe that Met-Ed is covering up something—either a scam on more than one customer or in-house embezzlement.

So I wrote to Mr. Peter Burg who is CEO of their parent company, First Energy. There was no satisfactory resolution of my complaint. All Mr. Burg did was refer the problem back to Met-Ed who continued their coverup and falsification of my records.

I am 65 years old and it bothers me that there may be other customers who have gone through the same frustrating experience with Met-Ed but are older and unable to help themselves. I believe Met-Ed may be ripping customers off. Will you look into it?

Respectfully,

Joan Greene
845 Locust Street
Mt. Wolf PA 17347-9509

Enclosure: Complaint File in its Entirety

Before the
Pennsylvania Public Utility Commission

Joan Greene

v.

Metropolitan Edison Company

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C-20029142

ENCLOSURE #5

COMPLAINANT'S REQUEST

DATED DECEMBER 21, 2002

TO

YORK COUNTY DISTRICT ATTORNEY'S OFFICE

FOR

MET-ED'S MATERIAL ON WHICH DA BASED HIS DECISION

21 December 2002

Mr. H. Stanley Rebert
District Attorney
Court House
28 East Market Street
York PA 17401

Re: Met-Ed Overcharges

Dear Mr. Rebert:

Thank you for your letter of 10 Dec 02 in which you said you "have received a response memorandum" from Met-Ed.

You said, "It appears that Met-Ed did bill you incorrectly...." May I please have a copy of that information from Met-Ed, because Met-Ed never notified me that they overcharged and overbilled me for 4000 kilowatt hours of electricity for the period 24 Dec 01 to 23 Apr 02. Even after I wrote all the letters of complaints (a copy of which I sent you), Met-Ed would not even confirm my figures and tell me the cost for those 4000 kilowatt hours of overcharge nor the cost for the 4360 kilowatt hours of electricity which my electric meter says I used for the stated period. So if you have those costs, I really need them so I can figure what I actually owe. That is all that I asked Met-Ed to do for me but they refused. Thanks so much for your help.

I received a call from a Collection Agency yesterday that Met-Ed has turned me over to them. But I thought Met-Ed was not allowed to do that until after they respond to my complaint which was turned over by the Attorney General's office to the Public Utilities Commission. But I had already appealed first to the PUC which they received on 10 Oct 02. Hopefully, the PUC already has been working on my case, but I just received their formal complaint form to sign which I will do immediately.

It is true that Met-Ed did bill me incorrectly, but I cannot agree with your statement that "the company subsequently rectified its mistake." I have nothing which indicates that, so I must continue on with my complaint before the PUC and maybe they can get the above information which I asked them to help me get from Met-Ed.

I am looking forward to receipt of whatever information you received from Met-Ed, so I can forward it to the PUC and Consumer Protection Agency. Thanks again.

Respectfully yours,

Joan Greene
845 Locust Street
Mt. Wolf PA 17347-9509

Before the
Pennsylvania Public Utility Commission

Joan Greene

v.

Metropolitan Edison Company

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C-20029142

ENCLOSURE #6

COMPLAINT TO PETER BURG
CEO OF FIRST ENERGY

dated
JULY 15, 2002

against

MET-ED REFUSAL TO ANSWER QUESTIONS
AND RESPOND TO FORMAL WRITTEN COMPLAINT LETTERS

15 July 2002

Mr. Peter Burg
CEO, First Energy
P. O. Box 3687
Akron OH 44309-3687

Re: Account No. 10 00 20 1256 5 2
Meter No. G46025384

Dear Mr. Burg:

I called Met-Ed in Allenhurst and asked for the President's name to address a problem I am having with one of your companies. The company was GPU but changed its name back to Met-Ed, and I use the term "Met-Ed" to refer to both. I was given your name as a point of contact, so I am writing to you because I have not received answers to my questions. I have not received a written response to my complaint.

The back of the Met-Ed bill says:

Questions or Complaints? If you have Met-Ed billing questions or complaints, write Met-Ed P.O. Box 15152, Reading PA 19612-5152

I called twice and wrote Reading PA. I spent many hours researching my bills, drawing up my electricity usage charts for several years, and writing my letters. The complaint was about the three false high readings of my meter done by Met-Ed in January, February, and March of 2002. These were "actual" meter readings done by Med-Ed, not "estimated."

I am enclosing computer copies of my letters and charts which comprise my complaint, dated and addressed as follows:

18 April 2002 - Reading PA (with Usage Charts)
25 April 2002 - Reading PA
17 May 2002 - Reading PA
23 May 2002 - Reading PA
26 May 2002 - Allenhurst NJ
25 June 2002 - Akron OH

I received no response from Reading PA, not even an acknowledgment of receipt of my four letters. So I wrote to Allenhurst NJ at the address on Met-Ed's coupon for paying my bill and enclosed another letter with my payment check. I also got no response from Allenhurst. Then for the bill dated 22 Jun 02, the payment address changed again to Med-Ed, P.O. Box 3687, Akron OH 44309-3687, which appears to be the same address and box number which Met-Ed gave me for the CEO of First Energy. I wrote the 25 Jun 02 letter to Akron OH and enclosed it with my payment. To date, I have received no response, but the check was cleared by my bank.

I have been paying the *undisputed* portion of my bill in a timely manner each month, but late charges have been accruing on the disputed portion of my bill which is improper, because the bill would already have been paid if Met-Ed had responded to my complaint in writing and answered my questions and proposed resolution.

I received a very belated call on 29 May 02 from a Ms. Christman who insisted that what she called her "rebills" are the answer to my complaint. The rebills are not a response to my complaint. The "rebills" are insulting, because I believe they are a falsification of my records for the purpose of covering up the sharp spike of my bill in January and Met-Ed's misreading of my meter dials for three consecutive months with false high readings.

Ms. Christman claimed she also included a letter with the "rebills" which she wrote in answer to my complaint. I told Ms. Christman that I had not seen any letter in her package, because when I saw that her papers were my January, February and March 2002 bills WITH A POSTDATE ON THEM OF 09 APR 02 that I threw them in a stack on the floor, that I believe they are a falsification of my records, and that I did not intend to waste my time trying to compare the falsified and postdated "rebills" with each month's original correct bill to try to figure out what she had done.

Although the "rebills" are dated at the top with "April 09, 2002," the Met-Ed envelope containing the package was not postmarked until "APR 22 02" and I did not receive it until 24 Apr 02. To add insult to injury, Ms. Christman said she was sending me some more papers. I assumed they would be the resolution I had requested so I could pay my bill. Instead, Ms. Christman sent a second copy of the offensive "rebills."

After the telecon, I went back to Ms. Christman's envelope and found a very short unsigned letter which, contrary to her statements, did not respond to my complaint in any manner. It was a collection letter—in disregard of the fact that the amount of money is in dispute. It read:

MET-ED
P. O. Box 188
Allenhurst NJ 07711
1-800-662-3115 Toll-Free

JOAN GREENE
845 LOCUST STREET
MOUNT WOLF PA 17347

Dear JOAN GREENE:

The billing from 12/25/2001 to 03/25/2002 at 845 LOCUST ST, MOUNT WOLF PA 17347 exceeds sixty (60) days. Arrangements can be made to extend the time for payment, by contacting 1-800-962-4848. If further explanation of this bill is needed, please contact us by calling the number listed under our return address above or through our website www.gpu.com.

Sincerely,

[NO SIGNATURE AND NO NAME]

Met-Ed
A First Energy Company

The truth is that I still have not received a written acknowledgement of my complaint nor an attempted resolution of my questions about the false high readings by Met-Ed for three consecutive months and the 4000 kilowatt hours overcharged by Met-Ed for the period 25 Dec 01 to 23 Apr 02. I did receive the red-herring "rebills".

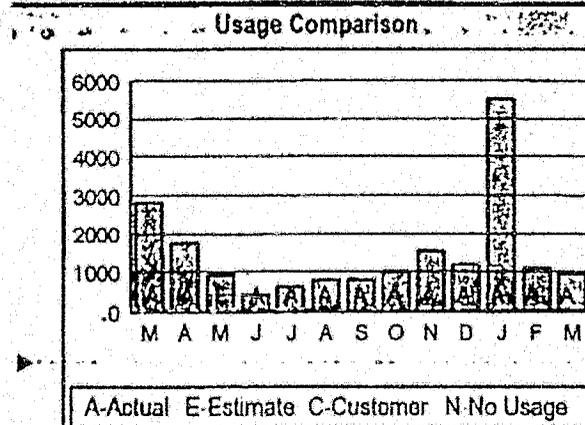
Regarding the "rebills" :

1. I asked Ms. Christman why she would pull numbers and figures out of thin air when we have two actual meter readings by Met-Ed on which we both can stipulate, which are—the last correct actual reading by Met-Ed on 24 Dec 01 and the next correct actual reading by Met-Ed on 23 Apr 02 as set forth in my letter of 25 Apr 02. As far as I know, Met-Ed does believe that those two actual meter readings by Met-Ed are correct.

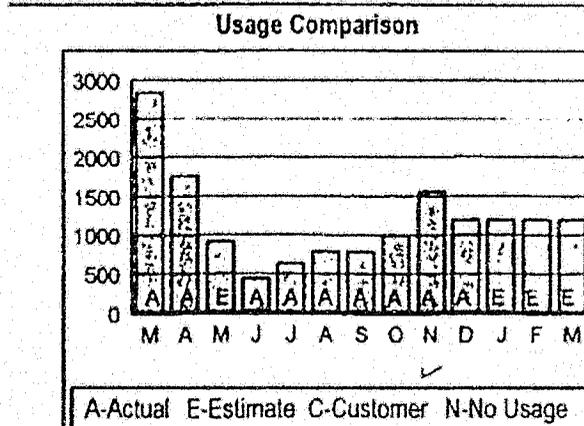
2. I determined that I used 4360 kWh for that period. However, when I went back through Met-Ed's bills, I found that Met-Ed charged me for 8360 kWh as set forth in my letter of 25 Apr 02. Ms. Christman changed her "rebill" so they would not show that Met-Ed overcharged me. Ms. Christman retroactively changed the numbers for what the meter dials read for each disputed month. I asked Ms. Christman how she could go back in time to a date when Met-Ed misread my meter in an "actual" meter reading and come up with a new meter reading pulled from thin air. And how she could go back and change the "actual readings" from prior months to "estimated readings."

3. Ms. Christman also retroactively changed the figure under the heading "Electricity Used, Kilowatt Hours" on each of the bills for January, February and March 2002. Correspondingly, she changed the amounts of money that Met-Ed charged me each month. She fixed Met-Ed's bills so they do not look like they overcharged me.

4. What bothers me most are the bar graphs which would, of course, reflect Ms. Christman's retroactive changes to my bills. I finally took the time to make a cursory comparison of the "rebill" to my original bills, so I could include my observations in this letter to you. Here is the bar graph from my original bill dated 25 Mar 02 which covers the three disputed months of January, February and March. The bar for January shows the erroneous spike in electricity usage to more than triple my normal usage. It sticks out like a sore thumb.



I want to show you the difference between the original bar graph and Ms. Christman's bar graph on her "rebill." Here is Ms. Christman's bar graph for the months of January, February and March 2002:



Where Oh Where has the Sore Thumb Gone? There is no sore thumb. It is all gone. I was shocked at the bar graphs. An auditor looking at them would see nothing unusual. The cumulative-month bars for January, February and March are all nice and level and

smooth. Met-Ed has effectively erased all visual indication that Met-Ed did a false high reading for January 2002 and that Met-Ed misread the meter again for two more months. Like nothing ever happened. Which I assume was the purpose for doing the "rebills."

This was uncalled for. Why all these shenanigans when all I wanted was to be told how much the 4360 kWhs cost for the period 25 Dec 01 to 23 Apr 02? And how much I had already paid during that period, so I could pay the remainder of my bill.

Met-Ed has refused to answer my questions about the bill for 25 Dec 01 to 23 Apr 02 in a manner which I can understand as a non-accountant. But on the other hand, Met-Ed has sent me a Notification of Termination of Service dated 08 Jul 02 and has made follow-up calls. Met-Ed intends to cut off my electric service "on or after 8:00 a.m. on 07/22/2002," which I believe is inappropriate while they have refused for months to answer the questions about my bill.

Therefore, under duress, I am sending \$200 toward my bill. When Met-Ed decides to tell me what the 4360 kilowatt hours cost and the amount I have already paid toward that cost, then we can settle the difference which would be small if anything. Met-Ed might owe me. I do not want my service cut off because I cannot get water. I go without heat in the winter and fans in the summer, but I have to have water. My well has an electric pump.

I would appreciate answers to my two billing questions as soon as possible. If I can provide any further information, please let me know.

Yours Respectfully,

Joan Greene
845 Locust Street
Mt. Wolf PA 17347-9509

Enclosures: Complaint File in its entirety---my letters dated:

1. 18 April 2002 to Reading PA with enclosures: my electricity usage charts which I compiled from Met-Ed's bills covering the periods:
26 Oct 1999 - 26 Jan 2000
27 Jan 2000 - 24 Jan 2001
25 Jan 2001 - 25 Jan 2002
26 Jan 2002 - 23 Apr 2002
2. 25 April 2002 to Reading PA
3. 17 May 2002 to Reading PA
4. 23 May 2002 to Reading PA
5. 26 May 2002 to Allenhurst NJ
6. 25 June 2002 to Akron OH
7. Termination of Service Payment Coupon and Check #2862 in the amount of \$200.00

P.S. Could it be possible that the electric meter is worn out and defective enough to cause the erratic misreadings? Perhaps it needs replacing. I would be willing to pay for a new meter, if it is not too expensive, rather than go through more misreadings. I believe Met-Ed should have done something way back on 18 Feb 02 when I called about the January bill that was too high. And when it did not automatically correct itself on the February and March bills.

Before the

Pennsylvania Public Utility Commission

Joan Greene

v.

Metropolitan Edison Company

:
:
:
:
:

C-20029142

ENCLOSURE #7

**AUGUST 19, 2002
FORMAL COMPLAINT
TO
PETER BURG
CEO OF FIRST ENERGY**

**REGARDING
FALSE STATEMENTS MADE BY BRIAN E. LOWE
DIRECTOR OF CUSTOMER SERVICES AT MET-ED
IN HIS AUGUST 9, 2002 LETTER OF RESPONSE
(MET-ED EXHIBIT 2)
TO
COMPLAINANT'S JULY 15, 2002 COMPLAINT
(ENCLOSURE #6)**

FALSIFICATION OF COMPLAINANT'S ORIGINAL MONTHLY BILLS FOR JANUARY, FEBRUARY AND MARCH 2002.

RETROACTIVE FALSIFICATION OF METER READING METHOD FROM "ACTUAL" SHOWN ON ORIGINAL MONTHLY BILLS FOR JAN-FEB-MAR 2002 TO "ESTIMATED".

FALSE STATEMENT THAT "...YOUR USAGE FOR JANUARY 25, FEBRUARY 25 AND MARCH 25, 2002 WAS ESTIMATED."

FALSE CLAIM THAT MET-ED CHARGED ONLY \$322.88. MET-ED CHARGED \$750.38 ON ORIGINAL MONTHLY BILLS FOR CONTESTED PERIOD OF 25 DEC 01 TO 23 APR 02.

FAILURE TO INCLUDE COMPLAINANT'S \$200 PAYMENT MADE UNDER DURESS AFTER MET-ED TACKED 48-HOUR SHUTOFF NOTICE TO DOOR. PAYMENT WAS RECEIVED IN AKRON OHIO ON 24 JUL 02 AT 7:39 P.M.

COMPLAINANT OBJECTED TO MET-ED FRAUDULENT REBILLS AS COVER-UP FOR FRAUD ON JAN-FEB-MAR 2002 ORIGINAL MONTHLY BILLS. COMPLAINANT OBJECTED TO REBILLS AS FALSIFICATION OF RECORDS PERTAINING THERETO.

COMPLAINANT VIGOROUSLY OBJECTED TO MET-ED'S "SPREAD-THE-USAGE" TACTIC AS FALSIFICATION OF RECORDS.

19 August 2002

Mr. Peter Burg
CEO, First Energy
P.O. Box 3687
Akron OH 44309-3687

Re: Account No. 10 00 20 1256 5 2
Meter No. G46025384

Dear Mr. Burg:

Mr. Lowe, supervisor of customer service at Met-Ed, called me shortly after I wrote and said he had my letter to you, that he had been told to take care of the problem, and that he would. He wrote me a letter.

His letter continues the distortion of facts and falsification of my bills. It obviously does not bother him and he offers no reason for (1) the root problem of why my meter was "misread" for three consecutive months. He says the readings were "Estimates". However, Met-Ed's bills at the time the meter was read said they were "Actual" readings. Or (2) why no action was taken by Met-Ed in February when I called to protest the high January bill that did not correct itself until I called again on 26 March. Probably because I did not ask and do not care. Whether it was a scam on more than one customer or in-house embezzlement is Met-Ed's problem. I have my own opinions. I had already reached the conclusion, as set forth in one of my previous letters to Met-Ed, that this was not mere "misreadings" of my meter by a meter-reader. This is just my belief because I do not have proof and am not making an accusation. I am just tired of the dishonesty. As indicated before, I believe a coverup is the only plausible reason for not responding to my written complaint in a straightforward honest manner.

So I am not wasting any more of my time trying to deal with Met-Ed. I am moving on. But please do not misunderstand—I do appreciate very much your help in finally getting a written letter of their position from Met-Ed, although it is negative and more than unsatisfactory.

Honesty would have resolved this problem in a simple manner: take the only two correct actual meter readings in the disputed period—24 Dec 01 and 23 Apr 02—and figure what I owe. So I am turning my problem over to someone who can get me the cost for the 4360 kilowatt hours of electricity which the meter says I used from 25 Dec 01 to 23 Apr 02. These two dates are the only acceptable ones to use as set forth in my letter of 25 Apr 02.

I do want to substantiate my statements. First, let's clear the deck and set forth the fact that all I owe is payment for the disputed period 25 Dec 01 to 23 Apr 02. Because I paid each undisputed month's bill thereafter starting with 24 Apr 02, as follows:

<u>Covers</u> <u>Period</u>	<u>\$</u> <u>Amount</u> <u>Paid</u>	<u>Bill</u> <u>Dated</u>	<u>Check</u> <u>Number</u>
24 Apr to 22 May	65.09	May 22, 2002	2852
23 May to 22 Jun	50.51	June 22, 2002	2860
23 Jun to 24 Jul	58.19	July 24, 2002	2865

REGARDING MR. LOWE'S LETTER

1. Mr. Lowe stated in his letter:

In response to the concerns raised in your letters, the adjustments were the result of high estimates. For example, while we received an actual meter reading December 24, 2001, your usage for January 25, February 25 and March 25, 2002 was estimated.

This statement is not true according to Met-Ed's bills. The three original true bills show that all the meter readings were "Actual". I should be able to rely on the information entered on each of my bills. If I cannot, then the Public Utilities Commission needs to remedy the situation for the sake of all customers, not just myself.

To back up my statement, I will clip each month's bill which shows whether the billing was actual or estimated. This information is entered twice on each bill:

- ⇒ At the very top of the first page and
- ⇒ On a subsequent page under the heading "Meter Reading" along with the date and the figure for what the meter reads at that time.

- Here is Met-Ed's bill for 26 January 2002 and it is "Actual"


 January 26, 2002
Actual Reading
585

Invoice Number: 1560767471
 Account Number: ~~1030020125652~~
 Bill for: JOAN GREENE
 845 LOCUST ST
 MOUNT WOLF PA 17347

Billing Period: Dec 25 to Jan 25, 2002 for 32 days
 Next Reading Date: On or about Feb 25, 2002
 Bill Based On: Actual Meter Reading
 Prorated Bill

Page 1 of 4
M77

TOO HIGH

Meter Number	Meter Reading		Multiplier	Electricity Used	Registered KW/KVAR	Billing KW/KVAR
	Jan 25	Dec 25				
G46025384	Actual 585.0	Actual 447.0	40.0	5,520	0.0	0.0

- Here is Met-Ed's bill for 25 February 2002 and it is "Actual"


 February 25, 2002
Actual Reading
613

Invoice Number: 95200013649
 Account Number: ~~1030020125652~~
 Bill for: JOAN GREENE
 845 LOCUST ST
 MOUNT WOLF PA 17347

Billing Period: Jan 26 to Feb 25, 2002 for 31 days
 Next Reading Date: On or about Mar 25, 2002
 Bill Based On: Actual Meter Reading

Page 1 of 4
M77

Meter Number	Meter Reading		Multiplier	Electricity Used (Kilowatt Hours)
	Feb 25	Jan 26		
G46025384	Actual 613.0	Actual 585.0	40.0	1120

- Here is Met-Ed's bill for 25 March 2002 and it is "Actual"



March 25, 2002

Invoice Number: 95760034145
 Account Number: 110 00 20 1256 5 2

Bill for: JOAN GREENE
 845 LOCUST ST
 MOUNT WOLF PA 17347

Billing Period: Feb 26 to Mar 25, 2002 for 28 days
 Next Reading Date: On or about Apr 23, 2002
 Bill Based On: Actual Meter Reading

Meter Number	Meter Reading	Multiplier	Electricity Used (Kilowatt Hours)
G46025384	Mar 25 Actual 637.0 Feb 26 Actual 613.0	40.0	960

2. Mr. Lowe states:

An actual meter reading obtained March 29, 2002 indicated the estimates were too high.

First of all, no meter reader knocked on my door as I had requested in my 26 Mar 02 telecon. No meter reader told me he was rereading my meter. Met-Ed did not write and tell me that my meter had just been reread. Met-Ed did not write and tell me that their 29 Mar rereading showed that my meter had been misread too high for three consecutive months and, for that reason, the dollar amount billed for the three months was also too high. [Met-Ed did not and has not told me the amount of the overcharge. To the best of my non-accountant ability, I have figured the overcharge was 4000 kWhs but cannot get confirmation.] A letter takes only 2 days to get to me, but I got none. Met-Ed did not notify me about nothing—period. Met-Ed at this late date should not be allowed to bring up a "March 29" actual meter reading which I knew nothing about and about which there is no written documentation.

3. I did not hear or know anything after my call on 26 Mar 02 until I received Met-Ed's bill dated 23 Apr 02 and, for the first time, April's meter reading number dropped below the high false readings in January, February, and March. So the 23 Apr bill is the first time I saw or knew that the figure shown on the bill for April's actual meter reading corrected the previous three false high readings and that the bill finally aligned itself with the actual lower number on my meter.



April 23, 2002
actual
 556

Invoice Number: 95760034145
 Account Number: 110 00 20 1256 5 2

Page 1 of 4
 M77

Bill for: JOAN GREENE
 845 LOCUST ST
 MOUNT WOLF PA 17347

Billing Period: Mar 26 to Apr 23, 2002 for 29 days
 Next Reading Date: On or about May 23, 2002
 Bill Based On: Actual Meter Reading

Meter Number	Meter Reading	Multiplier	Electricity Used (Kilowatt Hours)
G46025384	Apr 23 Actual 556.0 Mar 26 Estimated 597.0	40.0	760

GPU says I used 19

And that is why I insist that the amount of electricity which I honestly used be figured from 24 Dec 01 to 23 Apr 02, that is, from the last correct meter reading to the next correct meter reading. From Met-Ed's "Actual" meter readings of 447 to 556, respectively. Which is 4360 kWhs. Mr. Lowe shows only 4300 kWhs in his letter which does not help, because the meter shows I used 4360 kWhs when the bill is figured from 25 Dec 01 to 23 Apr 02—and now I need the cost before I can understand the billing.

As set forth in my letter of 18 Apr 02, I had called Met-Ed on 26 Mar 02 and gave them what my electric meter dials showed on that date. I should not have had to go out and read my meter. Somebody else gets paid for that. But it did stop the high false readings of my meter. I am glad I did, though, because now I am learning how to read my own meter. I requested that I be allowed to do so and that I be provided with the proper forms, which were received after several requests. I have read my own meter now for two months and would like to continue to do so—then there will be no argument about whether the reading was "Actual" or "Estimated". Met-Ed will always have an actual monthly meter reading which they can come out and double check every few months if they feel it necessary.

4. Mr. Lowe continues:

As a result we adjusted your account and spread the usage equally over the three-month period (1200 kWh each month).

I reject this categorically out of hand. This is falsification of my records. There is no need to jiggle the numbers for usage when we have two correct actual meter readings—the beginning and ending for the disputed period. I assume this "spreading the usage" is what Met-Ed did on their "rebills". As you know, I objected vigorously to those rebills, as Ms. Christman called them in her belated call of 29 May 02. I believe that the "spreading the usage" tactic is a falsification of my records and I told that to Ms. Christman on 29 May. I also told her that I was beginning to believe this was a scam and not a misreading of my meter for three months.

5. Mr. Lowe continues further:

The billing for the service over this three-month period was \$322.86. Please note the enclosed chart.

According to Met-Ed's bills, this is another untrue statement. What Met-Ed charged me on their bills was a total of \$750.38 for the disputed period of 25 Dec 01 to 23 Apr 02 as shown in my letter of 25 April:

<u>Period of Usage Billed</u>	<u>Last Month's Meter Reading</u>	<u>This Month's Meter Reading</u>	<u>kWhs Charged on Bill</u>	<u>Dollar Amount Charged on Bill</u>
Dec 25 - Jan 25	447	585	5520	\$473.91
Jan 26 - Feb 25	585	613	1120	111.07
Feb 26 - Mar 25	613	637	960	94.67
Mar 26 - Apr 23	537*	556	760	70.73
TOTAL CHARGED ON MET-ED'S BILLS.....			8360	\$750.38

750.38

Incidentally, this chart under "This Month's Meter Reading" also clearly shows the drop in the bills from the false highs of "585 and 613 and 637" down to the correct actual meter reading of "556" on 23 Apr 02. This finally brought Met-Ed's bills into alignment with my lower meter number on 23 April 2002 and is a critical point in my complaint as I explained in paragraph No. 3 above.

Mr. Lowe for some reason talks only about "your" usage for January 25, February 25 and March 25". But as shown here, the March 25 reading of "637" was still a false high and not in alignment with my meter so cannot be used.

6. Mr. Lowe then shows some payments but not all that I have made toward the disputed period:

The payments we received between December 2001 and March 2002 total \$395.83. (\$100.00 posted to your account February 7 and \$295.83 posted February 27, 2002).

Mr. Lowe shows only the \$395.83. He does not include the \$200 that I sent to you, which I paid under duress, next-day-delivery, because Met-Ed was going to cut off my electricity even though for months they had not attempted to resolve the disputed amount and my complaint was still outstanding. The \$200 check did clear my bank.

Again, Mr. Burg, I want to thank you very, very much for helping me get a final written answer to my complaint from Met-Ed. I have now exhausted my administrative remedies.

Respectfully yours,

Joan Greene
845 Locust Street
Mt. Wolf PA 17347-9509

P.S. Part of my belief there may have been a scam was due to the fact that the spike in my electricity occurred in the December-January billing period, 25 Dec 01 to 25 Jan 02. And while I was going through my old bills for several years, I found a question on two bills. They also were for the Christmas-New Years billing period like maybe people are too busy to notice a jump in their electric bill. One was for the period 24 Dec 99 to 26 Jan 00 and the other was for 28 Dec 00 to 24 Jan 01. The questions are on my usage charts as attachments to my first letter of 18 Apr 02. But they were not answered.

I was furious when I got the 23 Apr 02 bill and saw that Met-Ed had surreptitiously changed March's carryover reading from an "actual" reading to only an "estimated" reading. I was even more furious that Met-Ed at the same time retroactively changed my records and lowered the number shown on my meter by 100. From the "637 Actual" meter reading shown on my 25 March bill down to the "537 Estimated" meter reading shown on my 23 April bill. Nowhere on my April bill did Met-Ed insert a written comment alerting me in detail to what they had actually done. Met-Ed failed to go on and explain the consequences of their lowering my meter reading by 100. They failed to show on the April bill how many kilowatt hours their drop of 100 on my meter would be. Or, in other words, how many kilowatt hours Met-Ed had overcharged me. Since my multiplier is 40, I assume it would be $100 \times 40 = 4000$ kilowatt hours that Met-Ed overcharged me. But I don't know if my figuring is right and Met-Ed has refused to confirm or deny my figures which I laid out with specificity in my 25 April letter which I wrote because I was so angry. It goes without saying that Met-Ed did not go on further and show on the April bill the dollar amount of money (1) that Met-Ed had overcharged me and (2) that Met-Ed would refund to me. To this day, Met-Ed has not told me. I believe I have a right to know both the number of kilowatt hours that Met-Ed overcharged and the amount of money that Met-Ed overcharged. How could I not start believing this was a scam when only a few sentences on my April bill would have explained everything. For example,

"We overcharged you 4000 kilowatt hours which means we overcharged you \$340. We will refund \$340 to you." Simple. Only 18 words and no sneakiness. And no money or time wasted on answering complaints.

So Met-Ed had already falsified my records on 23 April 2002 even before I received the offensive rebills. In order to ensure the integrity of a customer's records, I believe that the rules of the Public Utilities Commission should require that any retroactive changes Met-Ed makes on a bill must be briefly but fully explained in a Comment Section on that same bill in sufficient detail to be understood by the customer or an auditor. And I believe the Commission should stop the "rebills" entirely, because they could paper over any scam by falsifying the records.

Before the
Pennsylvania Public Utility Commission

Joan Greene

v.

Metropolitan Edison Company

:
:
:
:
:

C-20029142

ENCLOSURE #8

COMPLAINANT'S OCTOBER 06, 2002 APPEAL TO PPUC
FORWARDING ENTIRE COMPLAINT
FILED AGAINST
MET-ED FRAUD, COVER-UP, AND FALSIFICATION OF RECORDS

WITH

COPY TO YORK COUNTY DISTRICT ATTORNEY
H. STANLEY REBERT
INCLUDING NINE ENCLOSURES

06 October 2002

PUBLIC UTILITY COMMISSION
P. O. Box 3265
Harrisburg PA 17120

Re: Appeal of Written Complaint filed with Met-Ed---Three Consecutive High False
Misreadings of my Electric Meter for January - February - March 2002

Dear PUC:

Met-Ed would not tell me how many kilowatt hours or how many dollars they overcharged me. Instead, Met-Ed covered up the overcharge with what they call "Rebills."

I believe the Rebills are a falsification of my records, because they retroactively change each months Meter Reading, and number of Kilowatt Hours Used, and Charges. It is important to note that the Rebills also retroactively change the meter-reading method for each month from "Actual" to "Estimated". I rejected Met-Ed's three Rebills for January, February and March 2002 in a telecon on 29 May 02.

When I could not get an answer to my complaint from Met-Ed, I wrote to First Energy which is the parent company of Met-Ed. In my letter of 15 Jul 02 to CEO Peter Burg, I vehemently objected to the Rebills and explained why. Mr. Burg referred my letter back to the supervisor of customer relations at Met-Ed, Brian Lowe, who continued his employees' coverup. Mr. Lowe, contrary to the data on Met-Ed's bills, insisted that each of the three months "Actual meter reading" was only an "Estimated meter reading,". Mr. Lowe then proceeded to use Met-Ed's falsified Rebills to prove his allegations and figures. I reported this to Mr. Burg in my letter of 19 Aug 02.

My complaint started when Met-Ed's January 2002 bill tripled my normal usage of electricity. The first action I took was to question Met-Ed about the high bill of \$473.91. Time passed, but nothing was done. The bill for February still contained the \$473.91.

According to my bills from Met-Ed, January's actual meter reading was "585" and February's actual meter reading was "613". I knew something was wrong, but did not know how to read my meter. So I drew my meter dials on a piece of paper and, with paper in hand, called Met-Ed on 26 Mar 02. First, I asked what the usage was on my March bill. Met-Ed said they had just billed me the day before and had read my meter at "637". Second, I asked what figure my paper dials read and was told that my paper dials read "537". It was instantly apparent that there was a discrepancy of "100" between what my meter actually read and what Met-Ed's bills said my meter read. How could that happen when according to Met-Ed's bills, all the readings were "Actual meter readings"?

It was also apparent that my paper-dials reading of "537" on 26 March was lower than:

Met-Ed's actual January reading of 585,
Met Ed's actual February reading of 613, and
Met Ed's actual March reading of 637.

I believe the overcharge was a scam on more than one customer or in-house embezzlement which Met-Ed subsequently covered up with their Rebills.

I was frustrated with the high false "misreading" of my meter for 3 consecutive months and the lack of progress on reducing the January bill, so I filed my first written letter of complaint on 18 Apr 02 at the address shown on the back of Met-Ed's bill which says:

If you have Met-Ed billing questions or complaints,
write Met-Ed, P.O. Box 15152, Reading PA 19612-5151

I wrote letters to Met-Ed, and Met-Ed ignored them. They did not answer my complaint until after I wrote their parent company. And two times during this period while the charges were in dispute, Met-Ed threatened me with Termination of Service. The charges are still in dispute.

From the time of my 26 Mar call, I had heard nothing from Met-Ed until I received their 23 Apr 02 bill. On the bill, Met-Ed retroactively lowered their previous month's billing under "Meter Reading" by 100. Their inflated bills once again agreed with the actual dials on my meter. That is why I have consistently and repeatedly asked Met-Ed to figure for me the amount of kilowatt hours I used from 25 Dec 01 to 23 Apr 02, but Met-Ed would not do so. I determined (1) that I used 4360 kilowatt hours of electricity during the period 25 Dec 01 to 23 Apr 02 but (2) that Met-Ed on their bills charged me for 8360 kilowatt hours—an overcharge of 4000 kilowatt hours. [See my letter of 25 Apr 02.] Met-Ed would not confirm these figures.

On this original 23 April bill, Met-Ed lowered their 25 March "Meter Reading" entry by 100. But I was furious, because it was done retroactively and so secretly on the bill without any explanation. It was devious and sneaky. Most customers would not have even noticed a change in one digit, which is why I believe Met-Ed chose to do it that way. This retroactive change to my March bill was a falsification of my billing records. I protested in my letter of 25 April 02—the same day I received the bill:

PLEASE NOTE: *The end reading for Mar 25 and the start reading for Mar 26 are not the same, which they should be. Instead, they differ by 100. Is that 4000 kWhs?*

Further, GPU's bill dated March 25, 2002, on page three, showed that the meter reading was "Mar 25 Actual 637". The same bill at the top of page one says "Bill Based On: Actual Meter Reading." But when GPU carried the same meter reading over onto its April 23 bill on page three, GPU surreptitiously showed that last month's March reading instead was "Mar 26 Estimated "537". This is falsification of existing records. How could a previous month's reading change from an actual reading to an estimated reading? How could the dial numbers on the previous meter reading change? Jiggling meter numbers is not the answer to our problem.

Instead of retroactively jiggling the numbers on their Rebills for the past three months of January, February and March 2002, Met-Ed should have left my bills alone. Met-Ed should have written me a letter explaining the overcharge [how many kilowatt hours and how much money] and the amount Met-Ed would refund to me—and most important—that my next month's bill would start showing the Meter Reading entry exactly as it is on my meter. A simple two or three line letter. That would make it easy for a consumer to understand. Electric companies should correct their mistakes by letter-format to the customer and not be allowed to use Rebills. It is tedious and bewildering, in fact impossible, to compare each entry on the original bill to the Rebill. Because of Met-Ed's "spreading-the-usage tactic," none of the entries matches up. And the Rebills are a sure vehicle for coverup.

I could not get the information I need to understand my bill. Using my original bills, will you help me:

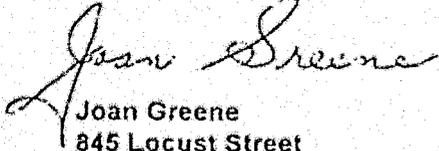
- find the cost of the 4360 kilowatt hours of electricity that my meter says I used from 25 Dec 01 to 23 Apr 02?
- use Met-Ed's actual meter reading of "447" on 24 Dec 01 up to their actual meter reading of "556" on 23 Apr 02?
- confirm my estimate that Met-Ed overcharged me 4000 kilowatt hours?
- find the cost for those 4000 kilowatt hours, so I know how many dollars Met-Ed overcharged me and should refund to me?

The billing portions from my original bills for January through April 2002 are shown clipped and pasted on my 19 August letter to Mr. Burg.

I am enclosing my complaint file which consists of nine letters to GPU/Met-Ed and its parent company, First Energy. Please let me know if I can provide further information.

Last but not least, is there another electricity supplier for my area and am I allowed to switch? If so, please provide the name and address. Thank you.

Respectfully yours,



Joan Greene
845 Locust Street
Mt. Wolf PA 17347-9509

Enclosures: Complaint File in its entirety—my letters dated and addressed as follows:

1. 18 April 2002 to Reading PA with enclosures: my electricity usage charts which I compiled from Met-Ed's bills covering the periods:
26 Oct 1999 - 26 Jan 2000
27 Jan 2000 - 24 Jan 2001
25 Jan 2001 - 25 Jan 2002
26 Jan 2002 - 23 Apr 2002
2. 25 April 2002 to Reading PA
3. 17 May 2002 to Reading PA
4. 23 May 2002 to Reading PA
5. 26 May 2002 to Allenhurst NJ
6. 25 June 2002 to Akron OH
7. 15 July 2002 to CEO First Energy
8. 08 August 2002 to Supervisor, Reading PA
9. 19 August 2002 to CEO First Energy

cc: Mr. H. Stanley Rebert
District Attorney, York County
28 East Market Street
York PA 17401

P.S. I am enclosing a copy of the two letters from Mr. Lowe, Supervisor of Customer Relations at Met-Ed. I am also enclosing the three Rebills for January, February and March 2002 for comparison to the original bills.

Before the

Pennsylvania Public Utility Commission

Joan Greene

v.

Metropolitan Edison Company

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:
:
:
:

C-20029142

CERTIFICATE OF SERVICE

I certify that on this 12th day of November 2004, I have served a signed copy of Complainant Joan Greene's Legal Brief [After Telephone Hearing on Remand / Judge Change Notice] upon the following:

Mr. James J. McNulty
Secretary of the Commission
Pennsylvania Public Utility Commission
P. O. Box 3265
Harrisburg PA 17105-3265
(Original and Nine Copies)

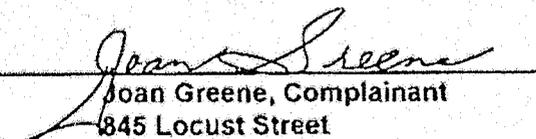
SUSAN D. COLWELL
Office of Administrative Law Judge
P. O. Box 3265
Harrisburg PA 17105-3265

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1105 Berkshire Boulevard
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Attorney for Met-Ed

Mr. Peter Burg
Chief Executive Officer
First Energy
P. O. Box 3687
Akron OH 44309-3687

Mr. Richard A. Lebo
Agent Supervisor
Bureau of Consumer Protection
Office of Attorney General
301 Chestnut Street, Suite 105
Harrisburg PA 17101

Signed:


Joan Greene, Complainant
845 Locust Street
Mount Wolf PA 17347-9509
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December 3, 2004

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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DEC 3 2004

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Re: Joan Greene v. Metropolitan Edison Company
Docket No. C-20029142

Dear Secretary McNulty:

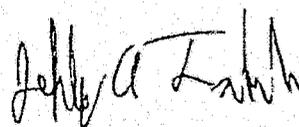
Enclosed is an original and nine (9) copies of the Reply Brief of Metropolitan Edison Company in the above-referenced matter.

Please contact me with any questions.

Very truly yours,

RYAN, RUSSELL, OGDEN & SELTZER LLP

DOCUMENT
FOLDER



Jeffrey A. Franklin

Enclosure
JAF:flw

c: ALJ Susan D. Colwell
As per Certificate of Service

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DEC 3 2004

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION
PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

JOAN GREENE

v.

METROPOLITAN EDISON COMPANY

Docket No. C-20029142

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the Reply Brief of Metropolitan Edison Company 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:

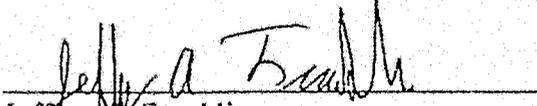
James J. McNulty, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120

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

ALJ Susan D. Colwell
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
P.O. Box 3265
Harrisburg, Pennsylvania 17105-3265

Joan Greene
845 Locust Street
Mt. Wolf, PA 17347-9509

Dated: December 3, 2004


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Attorneys for
Metropolitan Edison Company

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

JOAN GREENE

v.

METROPOLITAN EDISON COMPANY

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Docket No. C-20029142

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PENNSYLVANIA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

REPLY BRIEF OF METROPOLITAN EDISON COMPANY

DOCKETED

DEC 3 2004

ORIGINAL

Original

Dated: December 3, 2004

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TABLE OF CONTENTS

I.	STATEMENT OF THE CASE.....	1
A.	Stipulations.....	3
B.	Complainant's Witness.....	3
1.	Joan Green.....	3
C.	Met-Ed Witnesses.....	3
1.	Brian E. Lowe.....	3
2.	Robert M. Stout.....	7
II.	STATEMENT OF THE QUESTION PRESENTED.....	9
III.	SUMMARY OF THE ARGUMENT.....	10
IV.	ARGUMENT.....	11
A.	Applicable Legal Standards.....	11
B.	The Complainant Has Not Met Her Burden of Proof Under Section 322(a) of the Public Utility Code By Demonstrating by a Preponderance of the Evidence That Met-Ed has Violated the Code.....	13
C.	The Complainant Reargues an Objection She made at Hearing.....	13
D.	Met-Ed's Account Statement is Accurate and Appropriate.....	14
E.	Met-Ed's Exhibit No 5, the York Co. DA's Office Report is Complete and Accurate.....	16
F.	Met-Ed's Exhibit No. 2, a Letter, is Generally Accurate and is Appropriate.....	17
G.	Met-Ed's Exhibit No. 4, a Dial Card from the Complainant, is Appropriate.....	18
V.	PROPOSED FINDINGS OF FACT.....	19
VI.	PROPOSED CONCLUSIONS OF LAW.....	19
VII.	PROPOSED ORDERING PARAGRAPHS.....	19
VIII.	CONCLUSION.....	20

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SECRETARY'S BUREAU

TABLE OF AUTHORITIES

Statutes

66 Pa. C.S. § 1501	11
66 Pa. C.S. § 322(a).....	11
66 Pa. C.S. § 332(a).....	10
66 Pa. C.S. § 701	11

Cases

<u>Erie Resistor Corp. v. Unemployment Comp. Bd. of Review</u> , 166 A.2d 96 (Pa. Super. 1961)	13
<u>Feinstein, et al. v. Philadelphia Suburban Water Company</u> , 50 Pa PUC 300, 302.....	13
<u>Motheral, Inc. v. Duquesne Light Company</u> , 2001 PaPUC LEXIS 4 at 9.....	11
<u>Murphy v. Pa Department of Public Welfare, White Haven Center</u> , 480 A.2d 382 (Pa. Cmwlth. 1984).....	12
<u>Se-Ling Hosiery v. Margulies</u> , 70 A.2d 854 (1954).....	12

I. STATEMENT OF THE CASE

On or about December 24, 2002, Joan Green ("Ms. Greene" or "Complainant") filed a Complaint with the Pennsylvania Public Utility Commission ("Commission") against Metropolitan Edison Company ("Met-Ed" or "Company") disputing the accuracy of her bills for the months of January 2002 through March 2002. The Complainant requested that the Commission help her get responses to eight questions set forth in Attachment No. 2 to the Complaint.

On February 5, 2003, an Interim Order setting a settlement conference was issued. The parties were unable to settle the matter.

On November 3, 2003, the Administrative Law Judge ("ALJ") issued an order canceling a December 27, 2003 hearing and directed Met-Ed to file an Answer, which had been delayed during settlement discussions with the consent of the Complainant and the Office of Administrative Law Judge.

On November 21, 2003, Met-Ed filed a timely Answer stating that it had misread the meter, but that it had corrected the error and rebilled the Complainant for the correct amount for the disputed period.

On February 12, 2004, a hearing was held in Harrisburg before ALJ Michael Schnierle in which Met-Ed and its witnesses were present, but the Complainant failed to appear.

On February 25, 2004, ALJ Schnierle issued an Initial Decision dismissing the Complaint. (Tr. 4).

Following Exceptions filed by Ms. Greene and Reply Exceptions filed by Met-Ed, the Commission, in an Order issued May 10, 2004, remanded the matter to the Office of Administrative Law Judge for additional proceedings. (Tr. 4).

On April 5, 2004, the Complainant filed "preliminary motions" to which Met-Ed responded on April 19, 2004. However, these preliminary motions were untimely filed and became moot as a result of the Commission's May 10, 2004 Order remanding this case for further hearings. (Tr. 4-5).

On September 27, 2004, a telephonic hearing was held before ALJ Susan D. Colwell at which time Complainant and Met-Ed presented the testimony of witnesses and introduced exhibits into the record. Ms. Greene testified on her own behalf, while Met-Ed presented the testimony of Brian E. Lowe and Robert M. Stout.

While the Company is responding to the Complainant's brief, it should be noted that it fails to conform either to the Commission's regulations at 52 Pa. Code § 5.501 (regarding content and form of briefs) or the ALJ's Scheduling Order which included the following specific requirements for an individual choosing to be unrepresented by counsel as the Complainant in the instant matter:

2. A brief or legal memorandum filed by an individual unrepresented by counsel shall conform to the Commission's regulation regarding content and form of briefs insofar as practical, but shall, at a minimum, contain the following sections: a concise argument of the case, with references to the record evidence, and a clear statement of the relief sought.

3. Only evidence admitted to the record shall be mentioned, referred to, or relied upon in the legal memorandum or brief. The evidentiary portion of the proceeding is over, and no new evidence may be presented. Do not include copies of any other documents with your legal memo or brief. You may refer to those documents which appear in the record, but you may not add new documents.

(Scheduling Order at 1).

Contrary to these explicit instructions, the Complainant failed to provide the required sections, failed to only cite record evidence, and improperly attempts to reargue her case and present additional non-record documents. The ALJ also described the process during the hearing. (Tr. 45, 46, 49, and 72).

A. Stipulations

At both hearings, Met-Ed provided Proposed Stipulations. (Met-Ed Exh. No. 8). The Complainant refused to agree to any stipulations.

B. Complainant's Witness

1. Joan Green

Ms. Greene testified that Met-Ed misread her meter and she challenged the appropriateness of rebilling her account. (Tr. 9-10). She added that her exhibits set forth her case in minutia. (Tr. 10). The Complainant admitted she has not paid the \$77.11 balance that has been carried forward since the disputed period, but would pay it if she is convinced she owes it. (Tr. 11-12, and 70-71).

C. Met-Ed Witnesses

1. Brian E. Lowe

Mr. Lowe has been a Met-Ed employee for about 34 years and has been in his current position for about three years. (Tr. 26). He is director of customer service, which includes responsibilities regarding meter reading, credit and collections, and customer service. (Id.). He earned a Bachelor of Science Degree and a Master's of Business

Administration Degree. Part of his responsibilities entail replying to customer complaints. (Tr. 27).

Mr. Lowe testified to the Proposed Stipulations that directly address each of the eight enumerated requests of the Complainant in her prayer for relief. (Tr. 27, Met-Ed Exh. No. 8). Despite Met-Ed's direct answers to the Complainant's questions and requests, the Complainant has remained unsatisfied.

He also testified to his repeated attempts to contact the Complainant by telephone and reviewed correspondence and a spreadsheet on the record that he sent to the Complainant to respond to her concerns. (Tr. 28-30; Met-Ed Exh. Nos. 1 and 2).

Met-Ed Exhibit No. 1 is a letter from Mr. Lowe to the Complainant confirming his prior telephone conversation with the Complainant and his subsequent attempts to telephone her regarding her questions. He requested that the Complainant contact him at her convenience. The Complainant did not respond. Mr. Lowe also testified about Met-Ed's investigation of the Complainant's concerns. (Met-Ed Exh. No. 1; Tr. 28).

Mr. Lowe testified to his further attempt to contact the Complainant by telephone. He also described a second letter he sent to the Complainant to respond to her queries and to explain that Met-Ed had rebilled her account due to the high readings for January, February, and March of 2002 based on a check meter reading obtained on March 29, 2002. Thus, Met-Ed adjusted her bill for the three-month period. Mr. Lowe created a spread sheet to further explain the rebilling to the Complainant. (Met-Ed Exh. No. 2; Tr. 28-30).

Mr. Lowe described the account statement for the Complainant's electric service account, including the three disputed months of January, February, and March of 2002. (Tr. 30-42, Met-Ed Exh. Nos. 3 and 4). The account statement provides the details of the account activity for the Complainant from November 27, 2001 through August 25, 2004. (Tr. 30). The Complainant has never disputed the December 24, 2001 meter reading of 447 or the April 23, 2002 reading of 556. (Tr. 31). Both of these meter readings were actual readings, not estimates. (Id.). Mr. Lowe described the process to calculate the kilowatt hours used by the Complainant during the intervening period and determined that the total actual kilowatt hours used during the period based on undisputed readings is 4,350 kilowatt hours. (Tr. 31-32).

Mr. Lowe went on to explain that an apparent meter reading error occurred on January 25, 2002, which resulted in the Complainant receiving a high bill. (Tr. 32). The Complainant received three high bills because the meter reading devices have error detection notifications which worked against them in this case. He described this process in detail. (Tr. 33; Met-Ed Exh. No. 3).

The high bills were brought to Met-Ed's attention by the Complainant. Met-Ed investigated and determined that the cause of the high bills was a meter over-read as previously described and depicted on the account statement, Met-Ed Exhibit No. 3. (Id.).

As a result of its investigation, Met-Ed rebilled the Complainant for January, February, and March 2002 based on the undisputed actual meter readings. (Id.). Mr. Lowe went on to explain the rebills as shown on the account statement, Met-Ed Exhibit No. 3, and the fact that the use of the rebills is consistent with the Commission's

regulations, Met-Ed's tariff as filed with and approved by this Commission, and Met-Ed's internal policies. (Tr. 34).

When an inaccurate meter reading is found, Met-Ed sends out an adjusted bill to the customer which is often called a rebill. (Tr. 34-35). On the face of the adjusted bill, it says "rebill". (Tr. 35).

Mr. Lowe testified that he believes the original bills for the Complainant's account for January, February, and March 2002 were incorrect, but the rebills issued by Met-Ed for those months were correctly calculated and were issued properly. (Tr. 35).

No credit is due in this case to the Complainant for the original bills, because she disputed rather than paid the original bills. (Tr. 36; Met-Ed Exh. Nos. 3, 8).

The Complainant made partial payments toward the rebills, but she did not pay those rebills in full. Mr. Lowe described in detail the payments made by the Complainant that are reflected on the Met-Ed exhibits. (Tr. 36-37; Met-Ed Exh. Nos. 3, 8).

Mr. Lowe specifically addressed the Complainant's testimony regarding the September 23, 2003 estimated bill and the meter reading of 999. (Tr. 37-41, and 48). As a result of a bad storm during this time, Met-Ed was unable to perform an actual read of the meter. However, the Complainant provided Met-Ed with her reading on a dial card. (Tr. 37-38; Met-Ed Exh. No. 4). The dial card shows the reading date was August 20, 2003; however, her billing date was August 23, 2003. The reading of 993 on August 20, 2003 was before the actual billing date; therefore, Met-Ed adjusted the reading for the additional time to an estimate of 999. Met-Ed later determined that the reading based on the dial card was incorrect. In response, Met-Ed obtained an actual meter reading and rebilled the Complainant for the proper amount as described in detail by Mr. Lowe and

reflected in the account statement. (Tr. 38-41; Met-Ed Exhibit Nos. 3 and 4; and See also, Tr. 47-48).

Mr. Lowe explained that the amount of \$77.11 repeatedly appears on the account statement as a balance due by the Complainant. The Complainant owes Met-Ed \$77.11 for electric service that has been rendered, in addition to whatever new bills are now pending. (Tr. 41-42).

Met-Ed is not assessing late payment charges on the \$77.11 balance due because of the pending Complaint. (Tr. 41-42).

Mr. Lowe presented a December 2002 letter from the York County District Attorney's office ("DA") addressed to the Complainant which details the results of that office's investigation of criminal allegations by Ms. Greene against Met-Ed. The DA's office determined that Met-Ed had misread the meter and that Met-Ed had credited Ms. Greene's account the appropriate amount. (Tr. 43; Met-Ed Exh. No. 5).

On cross examination, Mr. Lowe again testified regarding the August 20, 2003 meter reading and proper rebill. (Tr. 47-48; Met-Ed Exh. Nos. 3 and 4).

2. Robert M. Stout

Mr. Stout is Manager of Meter Services for Met-Ed and has been employed with the Company for about 21 years. (Tr. 52). He is an electrical engineer responsible for all aspects of the electrical meter equipment within Met-Ed, with the exception of those areas for which Mr. Lowe is responsible. (Tr. 53).

Mr. Stout testified that the electric service meter for the Complainant's account is functioning normally and registering accurately consistent with this Commission's regulations. (Tr. 54-56; Met-Ed Exh. No. 6).

In addition, the Complainant has not averred that her meter is inaccurate in any way.

II. STATEMENT OF THE QUESTION PRESENTED

Suggested Question:

Has the Complainant met her burden of proof under Section 332(a) of the Public Utility Code by demonstrating by a preponderance of the evidence that Met-Ed has done any act or thing, or omitted to do any such thing in violation of any law which the Commission has jurisdiction to administer, or of any regulation or order of the Commission?

Suggested Answer:

No.

III. SUMMARY OF THE ARGUMENT

This proceeding is about one issue, whether the Complainant has proven that Met-Ed violated the Public Utility Code. Ms. Greene has not satisfied her burden of proving that Met-Ed has done any act or thing, or omitted to do any such thing, in violation of any law which the Commission has jurisdiction to administer, or any regulation or order of the Commission.

Section 332(a) of the Public Utility Code, 66 Pa. C.S. § 332(a) places the burden of proof in this proceeding on the Complainant, and she has not offered and supported any basis upon which relief can be granted by this Commission.

Since there has been no showing of any wrongdoing by Met-Ed, Ms. Greene's Complaint must be dismissed.

In contrast to the Complainant's case, the Company has demonstrated that when the Complainant raised a concern with Met-Ed about her meter reads, the Company promptly investigated and properly rebilled the Complainant. When the Complainant was not satisfied, Met-Ed attempted repeatedly to explain the meter reading error and rebilling process to the Complainant over the telephone, in letters, using spreadsheets, and by providing copies of bills, rebills, and account statements as requested by the Complainant. Met-Ed's efforts are reflected in the record of this proceeding through the testimony of its witnesses and Met-Ed Exhibit Nos. 1 through 8.

Based on the evidence of record in this proceeding, the Commission should dismiss the Complaint of Joan Green.

IV. ARGUMENT

A. Applicable Legal Standards

Complainant alleges that Met-Ed improperly rebilled her. The applicable legal standards to assess the validity of Ms. Greene's complaint are set forth below.

Section 1501 of the Pennsylvania Public Utility Code ("Code") imposes a duty on every public utility to "furnish and maintain adequate, efficient, safe, and reasonable service and facilities and to make all such repairs, changes, alterations, substitutions, extensions and improvements in or to such service and facilities as shall be necessary or proper for the accommodation, convenience and safety of its patrons, employees and the public." (66 Pa. C.S. § 1501).

Any person having an interest in the subject matter may file a complaint with the Commission in writing "setting forth any act or thing done or omitted to be done by any public utility in violation, or claim violation, of any law which the Commission has jurisdiction to administer, or of any regulation or order of the Commission." (66 Pa. C.S. § 701).

Section 332(a) of the Public Utility Code sets forth the general rule with respect to burden of proof in proceedings before this Commission;

A. Burden of Proof Except as may be otherwise provided in Section 315 (relating to burden of proof) or other provisions of this part or other relevant statute, the proponent of a rule or order has the burden of proof.

(66 Pa. C.S. § 322(a)).

Section 322(a) of the Code requires the Complainant "to bear the ultimate burden of persuading the Commission, by a preponderance of substantial evidence, that the relief sought is proper and justified under the circumstances." (Motheral, Inc. v. Duquesne

Light Company, 2001 PaPUC LEXIS 4 at 9; *citing*, Se-Ling Hosiery v. Margulies, 70 A.2d 854 (1954)).

The Supreme Court of Pennsylvania has held that a parties' burden of proof (in order to prevail on a Complaint) means a duty to establish necessary facts by a preponderance of the evidence. Preponderance of the evidence means one (1) party must present evidence which is more convincing by even the smallest amount, than the evidence presented by an opposing party. (*See*, Se-Ling Hosiery, *supra*).

Accordingly, the record in this case must be reviewed to determine whether the Complainant, Ms. Greene, has satisfied the burden of proof.

If the review indicates that the burden has been satisfied then it must be determined whether the Respondent has submitted evidence of co-equal value or weight in order to counter or refute the Complainant's evidence, or, otherwise, to support an affirmative defense. If this has occurred, then the burden of proof cannot be deemed to have been satisfied unless the party bearing the burden of proof presents additional evidence causing the Complainant's position to be supported by a preponderance of the evidence.

(*Id.* at 9-10 (citations omitted)).

The Commission's decision must also be supported by substantial evidence – i.e., "relevant evidence that a reasonable mind may accept as adequate to support a conclusion: more is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established." (*Id.* at 10-11, *citing*, Murphy v. Pa Department of Public Welfare, White Haven Center, 480 A.2d 382 (Pa. Cmwlth. 1984); Erie Resistor Corp. v. Unemployment Comp. Bd. of Review, 166 A.2d 96 (Pa. Super. 1961)). Finally, a Complainant must show that the utility is responsible or accountable for the problem described in the Complaint. (*Id.* at 11, *citing*, Feinstein, et al. v. Philadelphia Suburban Water Company, 50 Pa PUC 300, 302).

B. The Complainant Has Not Met Her Burden of Proof Under Section 322(a) of the Public Utility Code By Demonstrating by a Preponderance of the Evidence That Met-Ed has Violated the Code.

A comprehensive review of all the evidence on the record in this proceeding shows that Ms. Greene has not met her burden of proof.

The Complainant failed to identify any statute, rule, or regulation violated by Met-Ed. She could not do so because Met-Ed did not violate any statute, rule, or regulation in this matter.

In contrast, Met-Ed has demonstrated by a preponderance of evidence that it responded appropriately to the meter reading errors consistent with the Public Utility Code, this Commission's rules and regulations, Met-Ed's duly filed and approved tariff, and Met-Ed's policies and procedures.

C. The Complainant Reargues an Objection She made at Hearing.

In Complainant's Brief at pages 1 through 2,¹ she merely reargues a matter relating to the timeliness of service of Met-Ed's exhibits to her for the second hearing. Met-Ed's exhibits were properly and timely served, and the Complainant was given ample time to review them. The Complainant raised this issue at the hearing and the ALJ ruled against her. The Complainant's objection was overruled properly at the hearing for the reasons provided on the record. (Complainant's Brief 1-2; Tr. 14-25, 46-47, 50-51, and 57).

¹ Complainant's Brief lacks page numbers. Therefore, the page numbers used herein refer to the Complainant's Brief as if its pages were numbered consecutively.

D. Met-Ed's Account Statement is Accurate and Appropriate.

At pages 2 through 4 of her Brief, the Complainant addresses her electric account statement, i.e., Met-Ed Exhibit No. 3. In this section, she reargues her case and complains about both the original and corrected billing reflected on the account statement. However, Met-Ed witness Lowe testified that the account statement accurately reflects the activity for the Complainant's electric service account, including billing periods, meter readings, usage, bill amounts, payment information and balance due. Contrary to the Complainant's assertions, the account statement reveals all of the activity on the Complainant's account and does not conceal anything.

Mr. Lowe described the account statement for the Complainant's electric service account, including the three disputed months of January, February, and March of 2002. (Tr. 30-42, Met-Ed Exh. Nos. 3 and 4). The account statement provides the details of the account activity for the Complainant from November 27, 2001 through August 25, 2004. (Tr. 30). The Complainant has never disputed the December 24, 2001 meter reading of 447 or the April 23, 2002 reading of 556. (Tr. 31). Both of these meter readings were actual readings, not estimates. (*Id.*). Mr. Lowe described the process to calculate the kilowatt hours used by the Complainant during the intervening period, i.e., subtracting the readings which results in a difference of 109 times the multiplier for her meter of 40 which is 4,350 kilowatt hours. Therefore, the total actual kilowatt hours used during the period based on undisputed readings is 4,350 kilowatt hours. (Tr. 31-32).

Mr. Lowe went on to explain that an apparent meter reading error occurred on January 25, 2002, which resulted in the Complainant receiving a high bill. (Tr. 32). The Complainant received three high bills because the meter reading devices have error detection notifications which worked against them in this case. When the meter was read

again on February 25, 2002, because of the previous incorrect reading on January 25, 2002, the meter reader's handheld unit would have "beeped" as an error indicator that he or she may have read the meter inaccurately and the meter reader entered a second reading. The same thing happened again on March 25, 2002 because the new reading would have been lower than the prior reading, resulting in an error notification (beep) to the meter reader and prompting reentry of the meter reading. The difference was one position of one hand on one dial of the meter. This resulted in the meter reading 485 becoming 585, 513 becoming 613, and 537 becoming 637. (Tr. 33; Met-Ed Exh. No. 3).

The high bills were brought to Met-Ed's attention by the Complainant. Met-Ed investigated and determined that the cause of the high bills was a meter over-read as described above and depicted on the account statement. Met-Ed Exhibit No. 3. (Id.).

As a result of its investigation, Met-Ed rebilled the Complainant for January, February, and March 2002 based on the undisputed actual meter readings as described above. (Id.). Mr. Lowe went on to explain the rebills as shown on the account statement, Met-Ed Exhibit No. 3, and the fact that the use of the rebills is consistent with the Commission's regulations, Met-Ed's tariff as filed with and approved by this Commission, and Met-Ed's internal policies. (Tr. 34).

Contrary to the Complainant's suggestion, Met-Ed does not leave inaccurate meter readings unadjusted. When an inaccurate meter reading is found, Met-Ed sends out an adjusted bill to the customer which is often called a rebill. (Tr. 34-35). On the face of the adjusted bill, it says "rebill". (Tr. 35).

Mr. Lowe testified that he believes the original bills for the Complainant's account for January, February, and March 2002 were incorrect, but the rebills issued by Met-Ed for those months were correctly calculated and were issued properly. (Tr. 35).

The Complainant did not pay the original three bills. Instead, she disputed them. If the Complainant would have paid the original bills, she would have been due a credit. No credit is due in this case, because she disputed rather than paid the high original bills. (Tr. 26; Met-Ed Exh. Nos. 3, 8).

The Complainant made partial payments toward the rebills, but she did not pay those rebills in full. Mr. Lowe described in detail the payments made by the Complainant that are reflected on the Met-Ed exhibits. (Tr. 36-37; Met-Ed Exh. Nos. 3, 8).

E. Met-Ed's Exhibit No. 5, the York Co. DA's Office Report, is Complete and Accurate.

At pages 5 through 7 of her Brief, the Complainant acknowledges that the York County District Attorney's ("DA") office investigated her criminal allegations against Met-Ed and that the DA's office found them to be without merit. Met-Ed Exhibit No. 5 is a full and complete copy of the DA's office report sent to the Complainant as received by Met-Ed from the DA's office.

Met-Ed witness Lowe accurately summarized the DA's office findings. The DA's office determined that Met-Ed had misread the meter and that the Company had credited Ms. Greene's account the appropriate amount. Furthermore, the DA's office found that (i) the overcharge and later credit were exactly the amount disputed by Ms. Greene, (ii) there was no pattern of overcharging by Met-Ed as Ms. Greene alleged, and

(iii) the overcharge by Met-Ed was merely a mistake which was rectified by the Company. (Tr. 43; Met-Ed Exh. No. 5).

F. Met-Ed's Exhibit No. 2, a Letter, is Generally Accurate and is Appropriate.

At pages 6 through 7 of her Brief, the Complainant alleges that Mr. Lowe's letter from 2002 to her was partially inaccurate in referring to the three original disputed meter readings as estimated instead of actual meter readings. The Complainant made no such allegation during Mr. Lowe's cross-examination. Thus, Mr. Lowe was not afforded an opportunity to respond to this new, extra-record allegation by the Complainant. While the Complainant is correct that these three meter readings were later determined to be actual readings and not estimated readings, this is immaterial and certainly not indicative of any wrong-doing by Mr. Lowe or Met-Ed.

Met-Ed provided the DA's office and the Complainant the information that was available at the time. Whether or not the original meter readings of January, February, and March of 2002 were estimated or actual readings is not material to answering whether the readings were accurate and whether Met-Ed properly rebilled the Complainant. Met-Ed, the DA's office, and the Complainant all agreed that the original meter readings were inaccurate. Only the Complainant disputed the rebilling process or amount. The DA's office and Met-Ed found that the rebills were accurate and proper.

As Mr. Lowe testified at hearing, when the Complainant raised concerns, Met-Ed investigated and properly rebilled the Complainant. As part of the rebilling process, the inaccurate readings are shown as estimated reads on Met-Ed's computer system and on

the account statement. In addition, the rebilled data and the original data are both reflected on the account statement. (Tr. 32-38; Met-Ed Exh. No. 3).

The Complainant raises a mere red herring. The letter, Met-Ed Exhibit number 2, is demonstrative of the tireless efforts of Met-Ed to address this Complainant's concerns through a number of mediums, including telephone, text, and spread sheets.

G. Met-Ed's Exhibit No. 4, a Dial Card from the Complainant, is Appropriate.

At pages 9 through 10 of her Brief, the Complainant again attempts to raise tardy objections to the admission of an exhibit. Met-Ed incorporates its response to part "C" above. In addition, Met-Ed must point out that contrary to the Complainant's averment on page 9 of her Brief, that she did not have Met-Ed Exhibit No. 4 before her at the hearing, she did in fact have Met-Ed Exhibit No. 4 before her at the hearing with the other Met-Ed exhibits, she was the author of it, and she apparently sent it to Met-Ed. The Complainant did conduct cross examination of Mr. Lowe regarding this exhibit and the 993 and 999 meter readings derived from it. (Tr. 47-48).

To the extent the Complainant now states in her Brief at page 9 that she is not disputing the September 2003 rebill, then the matter is moot except as an explanation and further example to the ALJ and Commission of the process and procedure followed by Met-Ed when an over-bill is detected.

V. PROPOSED FINDINGS OF FACT

1. The Complainant is Joan Greene who takes residential electric service at 845 Locust Street, Mount Wolfe, PA 17347-9509. (Tr. 8, 54).

2. The Respondent in this proceeding is Met-Ed, an electric public utility providing residential electric service to the Complainant. (Tr. 54; Met-Ed Exh. Nos. 1-3, and 6-8).

VI. PROPOSED CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the parties and subject matter in this proceeding.

2. That the Complainant has the burden of proof in this matter pursuant to 66 Pa. C.S. § 332(a).

3. That the Complainant has not sustained her burden of proof.

VII. PROPOSED ORDERING PARAGRAPHS

1. That the Complaint filed by Joan Greene against Metropolitan Edison Company at Docket No. C-20029142 is dismissed.

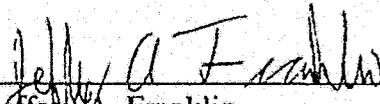
2. That the record in this case is marked closed.

VIII. CONCLUSION

Based upon the foregoing, it is respectfully submitted that the Complaint should be dismissed.

Respectfully submitted,

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