

Case Identification:

²
C-20039142 Joan Green v.
Metropolitan Edison Company

Initial Decision By:

ALJ Susan D. Colwell

Deadline for Return to OSA:

January 5, 2005

This decision has not been reviewed by OSA.

DOCUMENT
FOLDER

RECEIVED

JAN 05 2005

OFFICE OF SPECIAL
ASSISTANTS

DOCKETED

* * * * *

JAN 13 2005

I want full Commission review of this decision.

Commissioner

Date

X I do not want full Commission review of this decision.

Spencer J. Howard

Commissioner

1/6/05

Date

SECRETARY'S BUREAU

2005 JAN -6 PM 12:26

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Act 294

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Robert K. Bloom/rk

Commissioner

1-5-04

Date

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I do not want full Commission review of this decision.

Kim D. Singarella

" " "

Commissioner

1/3/05

Date

Date

DATE: February 2, 2005

SUBJECT: C-20029142

TO: Cheryl W. Davis, Director
Office of Special Assistants

FROM: James J. McNulty
Secretary
nvl

**DOCUMENT
FOLDER**

JOAN GREENE
VS
METROPOLITAN EDISON COMPANY

Copies of the Initial Decision have been served upon all parties of interest.

Exceptions have been filed by:

JOAN GREENE

Reply Exceptions have been received from:

METROPOLITAN EDISON COMPANY

DOCKETED
FEB 03 2005

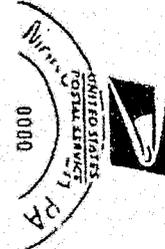
cc: Annette Shelley

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JAN 23 2005

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Before the
Pennsylvania Public Utility Commission

Joan Greene

v.

Metropolitan Edison Company

**DOCUMENT
FOLDER**

C-20029142

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DOCKETED
JAN 25 2005

ORIGINAL AND NINE COPIES
EXCEPTIONS OF COMPLAINANT JOAN GREENE

TO
INITIAL DECISION OF THE HONORABLE SUSAN D. COLWELL

ISSUED ON 23 DECEMBER 2004
BY JAMES J. McNULTY
SECRETARY
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Before the
Pennsylvania Public Utility Commission

ORIGINAL

Joan Greene

v.

Metropolitan Edison Company

JAN 12 2005

C-0029142

PENNSYLVANIA PUBLIC UTILITY COMMISSION

C-20029142

EXCEPTIONS OF COMPLAINANT JOAN GREENE
TO
INITIAL DECISION OF THE HONORABLE SUSAN D. COLWELL

ISSUED ON 23 DECEMBER 2004
BY JAMES J. McNULTY
SECRETARY
PENNSYLVANIA PUBLIC UTILITY COMMISSION

EXCEPTION NO. 1

I take Exception to the Initial Decision's trivialization of the crux of this case. After reading my many submissions to the PPUC, no one can doubt that the case which I have presented to this Court is about fraud, cover-up, falsification of my records by Met-Ed and worse—Met-Ed's hiding its falsifications between two original monthly bills aka Brown Mahogany Theory or Fraudulent Rebills. Why does Met-Ed hide the refunds of kWh and dollars if it they are not scams? Starting with my original 06 Oct 02 appeal to the PPUC with its nine enclosures, up through my Exceptions to the first Initial Decision which also trivialized the matter to a mere bill dispute—through my 12 Nov 04 Legal Brief which again stated my actual case that I would like for This Honorable Court to address.

Enclosure No. 1 to my "Legal Brief After Telephone Hearing on Remand/Judge Change Order" set forth my written Statement of Case which I presented verbally to the Honorable Susan D. Colwell during court hearing on 27 Sep 04, as follows:

Statement of Case

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 accompanying exhibits in order to prove my case of alleged fraud and cover-up.

The Honorable Susan D. Colwell, Administrative Law Judge, accepted no evidence my first court petition of 06 Feb 04 and accompanying five exhibits which thoroughly document and prove Met-Ed's fraud, cover-up, falsification of my records—and most shocking and disgusting—the modus operandi by which Met-Ed hides its falsification of records from the consumer and forensic accountant which I showed with clarity in my:

- Exhibit No. 1 Chart - Money Trail showing Met-Ed's Falsification of Balance Due.
- Exhibit No. 2 Chart - Meter Reading Trail showing Met-Ed's Falsification of Meter Readings.
- Exhibit No. 4 Chart - Met-Ed's Falsification of my Original Monthly Bills
- Enclosure 9A Chart - Overview showing Met-Ed's Tenfold Fraud of "999" Meter to Legal Brief - Reading, Falsification of "Previous Meter-Reading" on Subsequent Bill to only "905" as a Cover-Up, and the Use of Irrelevant / Immaterial 20 Aug 03 Dial card from Previous Billing Period as Further Attempted Cover-Up of Fraudulent "999".

All of which are backed up by my formal written complaints to Met-Ed and CEO - First Energy with copies to the PPUC which are in evidence before this court. The Initial Decision does not address my actual case of Met-Ed's fraud, falsification of records, cover-up, and hiding its falsifications from the consumer and forensic accountant. I take Exception. I want my well-documented and proven case heard. I have laid out not only what, when, and where, but also who.

EXCEPTION NO. 2

The Initial Decision fails to address the heart of my case.

The crux of the case before the Court is whether Met-Ed's Rebills are fraudulent and are a cover-up 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 all my complaints. I asked for an accounting not based on the Rebills—both verbal and written requests—to [a] Met-Ed, [b] CEO - First Energy, and [c] This Honorable Court. But since the Initial Decision 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 No. 1, No. 2, No. 4, and No. 9A document and prove, at a glance, Met-Ed's scandalous modus operandi used to cover up its [a] overcharges and [b] falsification of my records. I take exception. I prefer no decision over a decision that fails to address the heart of my case.

EXCEPTION NO. 3

I take exception that the Initial Decision does not direct Met-Ed to provide an Account Summary Chart to the court based solely on my Original Monthly Bills for electricity consumption which I requested many times. I petitioned this Honorable Court to direct Met-Ed to provide an Account Summary Chart with all the fraudulent "rebill" and fraudulent "special bill" data removed—one that is based solely on my Original Monthly Bills for electricity consumption. So I can understand the 9,240 kWh and \$837.55 overcharged by Met-Ed on my original monthly bills, which I believe are deliberate scams as shown in my Exhibit No. 4, paragraph 2, as follows:

2. For a running tally, I have drawn up the following chart to show that Met-Ed has now scammed me four separate times for a total of 9,240 kilowatt hours in the amount of \$837.55 in the time span of the last 22 months.

Met-Ed Overcharges		
Bills Dated	In Kilowatt Hours	In Dollars
Jan-Apr 2002	4,000	\$ 387.58
Jan 2003	1,480	132.74
Sep 2003	3,680	310.48
Oct 2003	80	6.75
	9,240	\$ 837.55

However, I am more infuriated by the falsification of my records by Met-Ed and its attorneys to cover up the scams. I have not been reticent about notifying the CEO of First Energy, Met-Ed and its attorneys of my outrage, copies of which you have. But the scams and fraudulent Rebills not only continue but worsen. Met-Ed's penultimate scam was tenfold their previous month's billing—see my complaint dated 06 Oct 03. For the modus operandi which Met-Ed uses to cover up their scams when caught with their hands in the cookie jar, see the enclosed 05 Nov 03 complaint as well as those dated 25 Apr 02 and 24 Feb 03. End Quote

I do not believe that six overcharges in the time span of 22 months is inadvertent.

I petitioned the Honorable Susan D. Colwell, Administrative Law Judge, during the 27 Sep 04 court hearing to provide me an honest Account Summary Chart:

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 12 Nov 04 Legal Brief, Enclosure No. 1, top of page 3 and Transcript.]

I also petitioned the Honorable Michael C. Schnierle, Administrative Law Judge, 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.]

After the court hearing on 27 Sep 04, I again made my need known in my Legal Brief of 12 Nov 04, page 4, for an honest Account Summary Chart which is not based on Met-Ed's fraudulent rebills, as follows:

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.

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, cover-up, 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.) End Quote

I take exception, because the Initial Decision perfunctorily lets Met-Ed out of the box and whitewashes my case. The Initial Decision failed to direct Met-Ed to provide to me and This Honorable Court an honest Account Summary Chart with all of Met-Ed's fraudulent "rebill" and fraudulent "special bill" data removed, as I petitioned repeatedly. I take exception to the fact that the Initial Decision accepts Met-Ed's dishonest Account Summary Chart at their Exhibit 3 which Met-Ed based on their rebills. The very crux of the case is whether Met-Ed's rebills are fraudulent. Which the Initial Decision ignores. The Initial Decision exonerates Met-Ed without looking at my evidence.

I reiterated my objections to Met-Ed Exhibit 3 based on its fraudulent rebills on pages 2 - 4 of my 12 Nov 04 Legal Brief. On page 2, I notified this Honorable Court that I rejected Met-Ed Exhibit 3 as an answer to my complaint. Met-Ed has not satisfied my PPUC or BCP formal complaints:

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.

The Initial Decision protects Met-Ed from my unfortunate and serious charges of: fraud, cover-up, falsification of records, and hiding their fraud/cover-up from consumer and forensic accountant on The Brown Mahogany by: [a] Met-Ed's use of fraudulent rebills, [b] Met-Ed's contrived failure to record their accounting adjustments onto their "Detail Payment and Adjustment Information" section of consumer's bill for him and forensic accountant to see and verify, and [c] Met-Ed's use of creative Off-the-Books accounting. All the Initial Decision had to do was study the "Diagonals" on my Charts No. 1, No. 2, and No. 9A to see Met-Ed's fraudulent Off-the-Books accounting scheme fall into place at a glance.

I petitioned This Honorable Court during the court hearing on 27 Sep 04 to make Met-Ed stop using its Creative Off-the-Books Accounting Scheme:

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. [See Transcript and last page of Enclosure #1 to 12 Nov 04 Legal Brief.]

I also petitioned This Honorable Court for the same remedy in my first Court Petition, Exhibit No. 6 dated 06 Feb 04:

QUOTE

I have drawn up several Overview Charts which condense the information on my original monthly bills down to one page in an attempt to make the coverups more comprehensible at a glance. I am not an accountant, and it took me a while to figure out their M.O. It just did not occur to me to compare the "balance due" or "meter reading" on the previous bill to the current bill to make sure it was carried forward from one bill to the other without manipulation by Met-Ed. That is where Met-Ed secretly and retroactively falsifies my records to hide its refunds of (a) money and (b) kilowatt hours so it does not have to admit to the overcharge. Met-Ed hides its falsification on The Brown Mahogany. There is a separate chart for each. One follows the money trail. The other follows the meter reading trail. Further, Met-Ed fails to record its "adjustment" in the "Detail Payment and Adjustment" section of their bill for the consumer and forensic accountant to see and authenticate. I would like a remedy for that as stated in my letter to Mr. Burg, the Chief Executive Officer of First Energy, dated 05 Nov 03, QUOTE:

The Met-Ed overcharges, and consequent refunds/credits and corrections that are necessary to make the consumer whole, should be stated distinctly and categorically on the next month's original monthly bill, so the consumer can follow and verify what Met-Ed has done to the data on his previous bill:

- If and when Met-Ed makes an adjustment, it should be mandatory that Met-Ed identify that adjustment in the "Detail Payment and Adjustment Information" section. It should be specified whether the dollar amount is a Met-Ed "Adjustment" or a customer's "Payment". The amount should not be vaguely thrown into the section and left undesignated. Or better yet, separate the two items and make two different sections on the bill—one for "Detail Adjustments" and another for "Detail Payments".
- Met-Ed's underlying rationale for each requirement for an adjustment should be documented on the bill to the customer in the section entitled "Message".

The refund/credit for an overcharge and the reason therefor must show up on the consumer's original monthly bill for him to see. At the current time they do not, because Met-Ed would first have to admit the overcharge which it never does. Instead, Met-Ed uses the Brown-Mahogany Theory to cover up the refund, as I have documented in this complaint and my previous complaint letters dated 25 April 2002 and 24 February

2003. The adjustment must not be recorded on the Brown Mahogany between the bills where it never shows up on the bill for the consumer to see. Creative off-the-books accounting should be made illegal. END QUOTE

The Initial Decision fails to examine Met-Ed's creative Off-the-Books accounting scheme to which I take exception. It leads me to believe that the ALJs at PPUC are more interested in protecting the utility companies and their attorneys than in protecting the consumers. Perhaps a better avenue of redress for me would be the Bureau of Consumer Protection.

EXCEPTION NO. 4

MET-ED'S FRAUDULENT "REBILLS" ARE STILL NOT ACCEPTABLE AS ADAMANTLY SET FORTH IN MY:

- a. Exception No. 8 of 15 Mar 04
- b. Court Motion of 05 Apr 04, paragraphs B, D & E
- c. Appeal to PPUC of 06 Oct 02 with 9 attachments, cc DA
- d. Official Complaint Form with 2 atch to Bureau of Consumer Protection of 20 Nov 02
- e. Letter and Official Complaint Form to PPUC with 3 attachments of 21 Dec 02
- f. Exhibits No. 1 through No. 6
- g. Court Petition of 06 Feb 04
- h. Court Hearing on 27 Sep 04
- i. Legal Brief of 12 Nov 04

From Day One, I have 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, SO MET-ED NEVER HAS TO ADMIT TO AN OVERCHARGE.

When caught with their hands in the cookie jar, Met-Ed uses its "rebills" to cover up Met-Ed's manipulation of Met-Ed's "amount of reduction figures" in both balance due and meter reading. As shown in my charts—the "amount of reduction figures" never show up on Consumer's original monthly bill for him and forensic accountant to see and verify. ALL HIDDEN. 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. Clever, devious, sneaky, and infuriating to the max. I take exception to the max. WHO'S GOING TO THINK TO LOOK FOR AN ERROR ON THE BROWN MAHOGANY BETWEEN HIS BILLS?

When not caught, Met-Ed can make off with a lot of money from overcharges. Nothing ventured, nothing gained.

When Met-Ed's fraudulent Off-the-Books accounting scheme based on "rebills" is declared illegal as I petitioned This Honorable Court—both verbal and written—Met-Ed's fraud may implode upon itself like a sinkhole. No cover, no fraud. But the Initial Decision shows no interest in protecting consumers by investigating Met-Ed's rebills and creative Off-the-Books accounting scheme. I take exception.

EXCEPTION NO. 5

I take exception to Initial Decision's shocking failure to address the irrefutable criminality in evidence before This Honorable Court. Met-Ed's proven criminality is ignored as nonexistent.

I assumed it was the responsibility of PPUC not just to promulgate regulations and standards for public utilities, but to monitor a public utility's compliance therewith. Met-Ed has failed to pass the smell test for even minimal adherence to accounting standards that are fair to the consumer:

- Met-Ed commits fraud against a consumer.
- Then, Met-Ed falsifies consumer's records to cover up its fraud.
- Then, Met-Ed hides its falsification so consumer and forensic accountant cannot see the data.

It don't get no worse.

I have proven all three several times over in my complaints which I forwarded to This Honorable Court—the fraud; the cover-up; the falsification of records and hiding those falsifications from consumer and forensic accountant. For a quick summary, see "Diagonals" on my falsification charts at Exhibits No. 1, No. 2, No. 4, and No. 9A.

For protection of consumers from predatory accounting schemes, perhaps the proper avenue of redress is the Bureau of Consumer Protection at the Attorney General's Office. Mr. Richard A. Lebo, Agent Supervisor, stated in his letter of 30 October 2002 that the Bureau has the requisite authority:

If our efforts to informally resolve your problem(s) are unsuccessful, under Pennsylvania Law the Bureau may bring legal actions in the name of the Commonwealth. This means that the Bureau must demonstrate that a company has violated specific provisions of the Consumer Protection Law and that it is in the "public interest" to initiate a lawsuit. On behalf of the Office of Attorney General, we thank you for bringing this matter to our attention. We hope to be of assistance in resolving your complaint.

I believe it is in the public's interest to stop Met-Ed's fraudulent rebills and creative Off-the-Books accounting scheme which hide their fraud. My complaint has not been resolved.

I have been defrauded by Met-Ed, but my Original Monthly Bills for electricity consumption do not show anywhere that my account has been credited for those 9,240 kWh and \$837.55. Not a penny or kilowatt.

I take exception to the fact that the Initial Decision fails to direct Met-Ed to introduce, as concrete evidence to This Honorable Court, the copies of my Original Monthly Bills for electricity consumption which purport to show credit to my account for the defrauded amounts of 9,240 kWh and \$837.55. There has to be proof shown on my Original Monthly Bills to support Met-Ed's allegations that they have corrected my account for the overcharges.

There is no proof. Met-Ed cannot produce the Original Monthly Bills for electricity consumption which credit my account for those 9,240 kWh and \$837.55. They do not exist. The Initial Decision lets Met-Ed out of the Second Box. I take exception because I have asked repeatedly for copies of the Original Monthly Bills crediting my account for 9,240 kWh and \$837.55 to which I believe I am entitled. And Met-Ed's inability to produce the documents under Court Order would prove my case of Met-Ed's creative Off-the-Books accounting.

I took exception before to Met-Ed not providing support and documentation for its allegations to This Honorable Court—at my Exceptions No. 6 and No. 7 to the Initial Decision issued 12 Feb 2004—which I incorporate herein. Because they are as germane today as they were in 2004. I take the same exceptions to the instant Initial Decision issued 23 Dec 04 of Met-Ed not being required to support its allegations with copies of my Original Monthly Bills. Met-Ed cannot use its fraudulent "rebills" as proof—which condition I adamantly set forth in my Complaint.

⇒ Previous Exception Six to Initial Decision Issued 12 Feb 04

I take Exception to what appears to be the Court's final dismissal of my case with prejudice based on the "gist" of Met-Ed's answer:

On November 21, 2003, Met-Ed filed an answer. The gist of Met-Ed's answer was that it had made a meter reading error but that it has corrected the error and has rebilled Ms. Green for the correct amount.

I take Exception to this, because Met-Ed's proof and documentation has to be in black-and-white. I have a right as Complainant to concrete evidence for any decision made by the Court.

- I have received no proof or evidence from Met-Ed or the Court that the error was a "meter reading error."
- I have received no proof or evidence from Met-Ed or the Court that Met-Ed "has corrected the error" on my Original Monthly Bills for electricity consumption. Show me those bills. Met-Ed cannot do it.

First, a reexamination of Met-Ed's answer is in order. There was not just one error, as implied by the Initial Decision to which I take Exception. It is important to note that there were three errors as set forth in my PPUC Complaint: A high false, fraudulent meter reading for each of the three consecutive months of Jan-Feb-Mar 2002. Jan was 585. Feb was 613. Mar was 637. But when I called on 26 Mar 02 with my paper drawing of my dials, I was told by Met-Ed that my meter read only 537 but that Met-Ed had just billed me the day before at 637. It was instantaneously indisputable that there was an overcharge of 4,000 kWhs. It took five months for my meter to reach the high meter reading of 585 falsely charged in January. It took nine months for my meter to reach the high meter reading of 637 falsely charged in March.

- And I still have not received an Original Monthly Bill which credits my account with the specific overcharged and overbilled amount of 4,000 kilowatt hours. Where is it?
- And I still have not received an Original Monthly Bill which credits my account for the specific overcharged and overbilled amount of \$387.58 in dollars. Where is it?

I take Exception that Met-Ed submitted no legal proof or documents to the Court as evidence for either of its allegations. Yet both allegations were received into the Court record by the Initial Decision without legal proof and were addressed by the Initial Decision.

⇒ Previous Exception Seven to Initial Decision Issued 12 Feb 04

I take Exception that the Initial Decision does not require Met-Ed to submit concrete evidence to the Court. I take Exception to the Initial Decision's receiving into evidence Met-Ed's unsupported and undocumented allegation that Met-Ed has corrected the error [Sic - there were three errors] :

The gist of Met-Ed's answer was that it...has corrected the error....

Where is Met-Ed's proof shown on my Original Monthly Bills for electricity consumption—as I requested in my PPUC Complaint? Not on the fraudulent Rebills—as I also requested in my PPUC Complaint. I take Exception that the Initial Decision requires no proof and no documentation from Met-Ed that Met-Ed did in fact correct, on my Original Monthly Bills for electricity consumption, the three consecutive months' errors which Met-Ed alleges it corrected.

I alleged and Met-Ed has finally admitted in writing [only under duress of my Complaint] that Met-Ed's Original Monthly Bills overcharged 4,000 kWhs for the contested period of 25 Dec 01 to 23 Apr 02. On which one of my Original Monthly Bills for electricity consumption did Met-Ed show in the Detail Payment and Adjustment Information section its adjustment and necessary credit to my account for those overcharged and overbilled 4,000 kilowatt hours? I have a right to know which bill and to receive a copy of that specific Original Monthly Bill as evidence, if the Initial Decision truly believes that Met-Ed corrected my account. There has to be proof.

I alleged that Met-Ed's Original Monthly Bills charged me \$750.38 for the contested period of 25 Dec 01 to 23 Apr 02. I alleged and Met-Ed has finally admitted in writing [only under duress of my Complaint] that the Original Monthly Bills show that I was billed for 8,360 kWhs but that my meter said I used only 4,360 kWhs for the contested period. I requested and Met-Ed finally provided the cost for those 4,360 kWhs at \$362.80 [only under duress of my Complaint]. Met-Ed never admits to an overcharge. But by extrapolation, Met-Ed has no choice but to admit to the proven overcharge and overbill of \$387.58:

Billed by Met-Ed on its Original Monthly Bills for Contested Period	\$ 750.38
Cost of 4,360 kWhs for Contested Period per Met-Ed	- 362.80
Overcharge and Overbill by Met-Ed on its Original Monthly Bills	\$ 387.58

On which one of my Original Monthly Bills for electricity consumption did Met-Ed show in the Detail Payment and Adjustment Information section its adjustment and necessary credit to my account for that overcharged and overbilled \$387.58 in dollars? I have a right to know which bill and to receive a copy of that specific Original Monthly Bill as evidence, if the Court truly believes that Met-Ed corrected my account. There has to be proof.

I take Exception that the Initial Decision does not require Met-Ed to produce and enter as evidence the two specific above-referenced Original Monthly Bills for electricity consumption. And the documents not provided in Exceptions No. 6 and No. 7. I take Exception that Met-Ed submitted no legal proof to the Court record for its allegation of correction of the three months' overcharges. Yet the Initial Decision, in an inequitable manner, received Met-Ed's unsupported allegations into the Court records and considered them without any legal evidence from Met-Ed.

Met-Ed entered no legal proof and the Initial Decision does not require Met-Ed to enter it. I take Exception. The Initial Decision should have required Met-Ed to provide specific documented proof of its allegation that it did in fact "correct the error[s]" on my account. In doing so, Met-Ed cannot use its fraudulent Rebills as proof—which condition I adamantly set forth in my Complaint.

EXCEPTION NO. 6

i do not know whether this Court has the authority to make judgments on criminality executed by officials of a public utility. The national accounting standards board should have a forensic accountant who would be interested in assisting since First Energy is a large corporation, probably on the Big Board. Perhaps NASB would analyze Met-Ed's rebills and creative Off-the-Books accounting to determine whether they comply with federal accounting standards for large corporations. I petition This Honorable Court to present my case to the NASB for analysis and approval.

EXCEPTION NO. 7

The Initial Decision Order of 7 Dec 04 states:

1. That the complaint filed by Joan Greene at PUC Docket No. C-20029142 is sustained.
2. That the actions of Metropolitan Edison Company in response to the contacts and Complaint filed at this Docket constitute satisfaction of the Complaint.

I respectfully disagree. Met-Ed has not satisfied the complaint which I filed with This Honorable Court and I take Exception.

The Initial Decision further states:

3. That the Secretary mark this docket closed.

I respectfully disagree and take exception. The docket should not be closed until my thorough and well-documented complaint against Met-Ed has been investigated and resolved.

Exceptions of Complainant Joan Greene to the 23 December 2004 Initial Decision.

Signed Joan Greene and dated this 12th day of January 2005.

Joan Greene
845 Locust Street
Mount Wolf PA 17347-9509
(717) 266-0144

Before the
Pennsylvania Public Utility Commission

Joan Greene

v.

Metropolitan Edison Company

:
:
:
:
:

C-20029142

CERTIFICATE OF SERVICE

I certify that on this 12th day of January 2005, I have served a signed copy of Complainant Joan Greene's Exceptions to Initial Decision Before The Honorable Susan D. Colwell, Administrative Law Judge, 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)

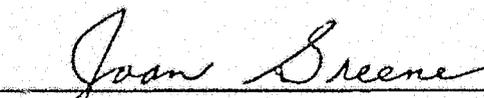
SUSAN D. COLWELL
Office of Administrative Law Judge
P. O. Box 3265
Harrisburg PA 17105-3265

Jeffrey A. Franklin, Esquire
Ryan, Russell, Ogden & Seltzer
Suite 330
1105 Berkshire Boulevard
Wyomissing PA 19610-1222
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
(717) 266-0144

and dated 12 January 2005

LAW OFFICES
RYAN, RUSSELL, OGDEN & SELTZER LLP
ORIGINAL

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January 24, 2005

HARRISBURG OFFICE
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800 NORTH THIRD STREET
HARRISBURG, PENNSYLVANIA
17102-2025
TELEPHONE: (717) 236-7714
FACSIMILE: (717) 236-7816

VIA UPS OVERNIGHT

RECEIVED

JAN 24 2005

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

PA PUBLIC UTILITY COMMISSION
SECRETARY JAMES J. McNULTY

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

Dear Secretary McNulty:

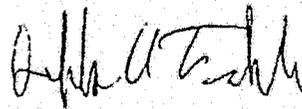
Enclosed please find an original and nine (9) copies of the Reply Exceptions filed on behalf of Metropolitan Edison Company in the above-referenced matter. This document has also been served on the parties of record as shown on the attached Certificate of Service.

Please contact me with any questions.

**DOCUMENT
FOLDER**

Very truly yours,

RYAN, RUSSELL, OGDEN & SELTZER LLP



Jeffrey A. Franklin

Enclosures
JAF:jab

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

ORIGINAL
BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

RECEIVED

JAN 26 2005

PA PUBLIC UTILITY COMMISSION
SECRETARY'S OFFICE

JOAN GREENE

v.

Docket No. C-20029142

METROPOLITAN EDISON COMPANY

CERTIFICATE OF SERVICE

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

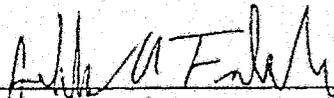
Service by UPS Overnight, postage prepaid, addressed as follows:

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

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

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

Dated: January 24, 2005



Jeffrey A. Franklin
RYAN, RUSSELL, OGDEN & SELTZER I.I.P
1105 Berkshire Boulevard, Suite 330
Wyomissing, Pennsylvania 19610-1222
(610) 372-4761

Attorneys for
Metropolitan Edison Company

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

JOAN GREENE

v.

METROPOLITAN EDISON COMPANY

Docket No. C-20029142

RECEIVED

JAN 24 2005

DOCUMENT
FOLDER

PA PUBLIC UTILITY COMMISSION
SECRETARY'S OFFICE

REPLY OF METROPOLITAN EDISON COMPANY
TO THE EXCEPTIONS OF JOAN GREENE

DOCKETED
JAN 28 2005

Dated: January 24, 2005

Jeffrey A. Franklin
RYAN, RUSSELL, OGDEN & SELTZER LLP
1105 Berkshire Boulevard, Suite 330
Wyomissing, Pennsylvania 19610-1222
(610) 372-4761

Attorneys for
Metropolitan Edison Company

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I. INTRODUCTION

In accordance with this Commission's regulations at 52 Pa. Code § 5.535, Metropolitan Edison Company ("Met-Ed" or the "Company") is filing the following Reply to the Exceptions of Joan Greene ("Complainant" or "Ms. Greene") in connection with the Initial Decision of Administrative Law Judge ("ALJ") Susan D. Colwell issued on December 23, 2004 ("Initial Decision" or "I.D.").

In the Initial Decision, the ALJ found, inter alia, that (i) the Complainant, as the party seeking affirmative relief from the Commission in this case, has the burden of proof, (ii) the Complainant met her burden of proof, (iii) Met-Ed's actions satisfied the Complaint, and (iv) the proceeding should be closed. (I.D. 23-24).

As discussed more fully below, the Initial Decision properly addressed the Complaint.

While the Company is responding to the Complainant's Exceptions, it should be noted that they fail to conform to the Commission's regulations at 52 Pa. Code § 5.533 requiring an explanation of any findings of fact or conclusions of law to which exception is taken and a citation to the relevant pages of the decision. (52 Pa. Code § 5.533).

In addition, the Complainant's Exceptions contain impermissible extra-record evidence. It is well established that the inclusion of extra-record evidence in Exceptions or Replies to Exceptions is not permitted without order of the Commission. (Application of Apollo Gas Company, 1994 Pa. PUC LEXIS 45, Docket No. A-120450 F003 (February 10, 1994)). Once the record is closed in a proceeding, no additional evidence may be introduced or relied upon unless allowed by the Commission or the presiding officer upon motion by the participant. (52 Pa. Code § 5.431). The

Complainant's Exceptions inappropriately raise extra-record allegations, which are redundant of the allegations in her case and lack merit in any event.

II. FACTUAL BACKGROUND

Met-Ed incorporates the "History of the Proceedings" section of the Initial Decision, which accurately summarizes the background of this proceeding. (I.D. 1-3). In addition, Met-Ed's Reply Brief provides a detailed summary of the procedural history and summaries of the testimony. (Met-Ed Reply Brief 1-8).

III. REPLY EXCEPTIONS

A. The ALJ Addressed the Complainant's Case

In Exception Nos. 1 through 5, the Complainant alleges that the ALJ failed to consider her testimony in the Initial Decision, and the Complainant restates much of her testimony and exhibits. (Exceptions 1-9).¹ Contrary to the Complainant's allegation, the ALJ discussed and considered the Complainant's testimony and exhibits in detail in the Initial Decision. First, the ALJ accurately stated twenty-eight Findings of Fact based on the record. (I.D. 3-7). Second, the ALJ discussed the Complainant's case in detail with summaries and extensive quotations of the Complainant's testimony and exhibits. (I.D. 8-11). Third, the ALJ analyzed and discussed the Complainant's case in an

¹ The Exceptions lack page numbers. Therefore, Met-Ed's references to the Exceptions assume consecutive numbering of the pages in the Exceptions beginning with page one.

additional ten pages of the Initial Decision, which included additional summaries and specific citations to her testimony and exhibits. (I.D. 13-23).

The ALJ specifically addressed the Complainant's Exception No. 3 alleging that Met-Ed's rebillings to the Complainant are fraudulent. (Exceptions 4). The ALJ concluded that Met-Ed recognized its own errors, has apologized for them, and rectified the over billing by issuing corrected bills, which are also called rebills. The ALJ determined that this behavior is consistent with the expectations of the Commission in evaluating whether service is "adequate, efficient, safe and reasonable" within the meaning of the Public Utility Code. (66 Pa. C.S. § 1501). Further, the ALJ determined that Met-Ed satisfied the written Complaint by providing the responses in Finding of Fact 7. Although the Complainant fulfilled her burden of proof, the ALJ further found that the Complaint was satisfied through Met-Ed's diligent efforts prior to hearing. (I.D. 22).

Not only did the Initial Decision thoroughly address and determine that Met-Ed's rebilling was proper, but in response to a complaint by Ms. Greene, the District Attorney of York County also conducted an investigation. The District Attorney's office reached the same conclusion as the ALJ, i.e., the overcharge was an error that had since been rectified by the Company. (I.D. 18; Met-Ed Ex. 5).

While the Complainant may disagree with the Initial Decision's ultimate conclusions, the Complainant's allegation that the ALJ failed to fully consider or discuss the Complainant's litigation position is clearly erroneous.

B. The Exceptions Do Not Challenge Any Findings of Fact or Conclusions of Law

It is important to note that not one of the Exceptions challenge any of the twenty-eight Findings of Fact or five Conclusions of Law reached in the Initial Decision. (I.D. 2-7, and 23). The Complainant does not dispute the record or the applicable law.

C. New Prayer for Relief Is Inappropriate

In Exception No. 6, the Complainant "petitions This Honorable Court to present my case to the NASB for analysis and approval". (Exceptions 9). This is a new prayer for relief that has never been raised previously in this proceeding. As such, it is inappropriate in exceptions and unfounded based on the record and Initial Decision. Further, Exception No. 6 fails to identify any part of the Initial Decision to which it applies. This may be because it has nothing to do with the Initial Decision.

D. Complainant's Exception to the Ordering Paragraphs is Unpersuasive

In Exception No. 7, the Complainant disagrees with the Ordering paragraphs of the Initial Decision and essentially requests further litigation of her Complaint. (Exceptions 9). Met-Ed incorporates its responses to Exception Nos. 1-5 herein. In addition, the Ordering paragraphs of the Initial Decision are supported by the record and applicable law. As such, they should be adopted by the Commission. The Complainant has had every reasonable opportunity to present her case. This matter has been thoroughly investigated and litigated. It is time to end this litigation.

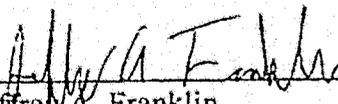
IV. CONCLUSION

For all of the foregoing reasons, Met-Ed requests that the Exceptions of Joan Greene be denied and the Initial Decision of Administrative Law Judge Susan D. Colwell be approved.

WHEREFORE, Metropolitan Edison Company respectfully requests that the Exceptions of the Complainant be denied and the Initial Decision be approved in its entirety.

Respectfully submitted,

Dated: January 24, 2005



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