

Act 294

Case Identification:

C-20030854; Edward T. O'Toole v.
Metropolitan Edison Company

2005 FEB 17 11:06:52

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Initial Decision By:

ALJ Angela T. Jones

Deadline for Return to OSA:

February 17, 2005

DOCUMENT
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I want full Commission review of this decision.

Commissioner

Date

I do not want full Commission review of this decision.

Michael J. Johnson

Commissioner

2/16/05

Date

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I want full Commission review of this decision.

Commissioner

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Robert K. Bloom

2-7-05

Commissioner

Date

Act 294

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I want full Commission review of this decision.

Commissioner

Date

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Glen Thomas

Commissioner

2-4-05

Date

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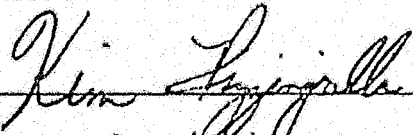
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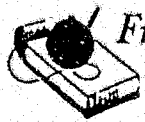


Commissioner

2-16-05

Date

Date



From the desk of

EDWARD T. O'TOOLE

C-20030854

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FEB 17 2005

February 16, 2005

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

There are several Rights that, as a "Consumer", I am entitled to; this "entitlement" is by Law!

At the Hearing, I requested (again) a complete Tabular itemization with total explanation of my bill; as some items appear to be duplicated - both by similar name and definite pricing. To date! I still have yet to receive this!

I never agreed to a monthly budget plan charge!

Met-Ed claims (illegally) that I did!

I have requested the sig. used agreement (copy) but have NOT been able to get it - only "You agreed to this!"

I have the Legal Right to know exactly what I purchase.

Met-Ed has yet to provide this - and - being a Utility:

Met-Ed is obliged to supply this - and - NOT discontinue the utility until my "consumer rights" have been satisfied.

The PUC is mandated to serve the people!

Unfortunately, this does not appear to be happening, as my requests at the hearing have not been followed up on!

Factually: mine (and my neighbors) service has deteriorated rather than improved.

May I make the suggestion YOU visit to personally see the erroneous pictures you apparently believed at Hearing. (You have the responsibility to obtain the Truth! If that means a "Field Trip" - So Be It!)

E. O'Toole
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717 235 9388

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FEB 17 2005

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Edward T. O'Toole, Complainant
13152 Rennoll Road
Glen Rock, Pennsylvania 17327

Pennsylvania Public Utility Commission
Attn: Angela T. Jones
Administration Law Judge
P. O. Box 3265
Harrisburg, Pennsylvania 17105-3265

re. C-20030854
Edward T. O'Toole, Complainant
vs
Metropolitan Edison Company, Respondent

EXCEPTIONS OF: COMPLAINANT
Edward T. O'Toole, Complainant
My Service is with "Met-Ed", NOT Metropolitan Edison!

Initially: ALL correspondence to me indicates the electric company servicing me is Met-Ed;

The "Tariff" is written as if there are three distinct "companies" to whom I am responsible for different aspects of "Tariff"
= This alone is a violation - the "consumer" is "confused" as to whom, what is where and how to respond to, for what - this was stated by me at the hearing -&- ignored; The "consumer" is not permitted more than one "nam-de-plume"!

Fact: Premise "guaranteed" is "WE, THE PEOPLE", -NOT- "WE, BIG BUSINESS" RULE! An inalienable RIGHT!

Inequity: [THIS] "complainant", who is [almost] always, the "consumer" is bound to respond to the "decision" within a stated 20-days, of which is not in reality 20-days; as the 20-days begins from the date on the "decision" -&- can be as little as 13-days! one day is "lost" in the confines of the "Court", 5-days can be "lost" in the "postal" arena, as was mine, and another day (minimum) is lost as the "delivery" is not logically received until the end of that delivery date (when the consumer arrives home from his/her work-day). =further referencing will be elucidated within text below=

Actually: "TARIFF(S)" are written by the UTILITY, thus exists a built-in bias!

(the) "PUBLIC" rarely is given the opportunity to review these "tariffs" prior to "approval". Even if (the public) did,

- (a) most of the public would not understand (the verbiage);
- (b1) most is written such that the knowledgeable still can't fathom
- (b2) within the "tariff", statements are contradictive such that

- that stated at one locus is "retired" at another locus & subsequently re-instated, only to be negated at another!

- (the) PUC (pretty much) "rubber-stamps" these presented TARIFFS for a variety of reasons!

possibly: PUC can't understand the Tariff either = explaining why the power companies have unlimited "power".

BEYOND A SHADOW OF A DOUBT is INCUMBENT to BOTH parties in this instance

-as- the "RESPONDENT" has TOTAL CONTROL of the motif

"motif" is an INTangible of which ALL is UNavailable for regulatory manipulation(s) by the consumer.

This is not only known by the electric company, but definitely utilized to the Utility advantage!

EXCEPTIONS: *MOST of which are to the "decision" as scribed*

MANY of which are breaches, infractions, and transgressions of COMMON SENSE!

MANY have NO PERTINENCY to "electricity" -&- COMMON SENSE is IGNORED!

Was NOT received by me until February 7 Due to weather conditions & inaccessibility & inability to:

- [a] be "at home" at the delivery time(s)
- [b] "pick-up" at the post office during (their) business hours
- [c] weather conditions PostPerson could not get in (driveway) - I could not get out!

The PUBLIC has [life] responsibilities other than to "respond" to such documents as this - regardless of how important (& paramount) this "response" appears to be - especially as such as these should never be permitted to "infect" the "public". except in the eyes of this "court"! HOWEVER, the ramifications to the PUBLIC are "monstrous"!

This, again, demonstrates the BIAS afforded the UTILITY! *and: an apparent bias against protecting "the consumer".*

In My Particular Situation:

I am being required to respond in less-than-two-week [20-days minus inert days] to a decision that took this "commission" over one-hundred days to prepare, I am being required to limit my response toward a 46-page decision, within a 25-page maximum of which almost all is scribed in non-sentence-format statements -as opposed to the "narrative" format.

It is an IMPOSSIBILITY to respond to such a fragmented formatted presentation in even double that 46 pages.

Each "statement" requires a expandedly formalized definitive "response" -- especially as many of the statements are not only inaccurately scribed -but- many are not even "electrically" referencing. *Common Sense indicates transcription error!*

QUESTION: Are these inaccuracies literary license or mis-understood or ignorance-of-the-subject-matter?

Is the mis-understood because of poor recording by court equipment -or- (your) office equipment -or- BOTH!

-or- the fact that the stenographer is attempting two functions at the same time:

-or- to "write transcribe" while attempting also to comprehend the next continued testimony presented

Court testimony is by verbalized syllables while transcription is by spelling either way

Many errors, upon re-reading, are OBVIOUSLY by common-sense, irrelevant to "electricity".

and, should, no would dictate a questionable "logic", especially by YOU!

-or- a COMBINATION of both!

-or- simply careless interpretation of verbiage -or- more simply: CARELESSNESS, period!

It is understandable that the stenographer may have difficulty with some of the terminology [unless "fluent"]

but not so for a "judge" whose "appointment" is to adequately comprehend and evaluate this type of presentation(s),

and, such inaccuracies ("faux faux") should thus expose themselves like an orange among apples.

Many of (my) "EXCEPTIONS" would require "reference-documentation", which might well require "literature-search" - which also requires time; especially as my "day" requires day-to-day time expenditures in performance of a "day's work", aside from this, being out-of-my-professional area-of-expertise! though I do profess a certain level of electrical knowledge.

I also take offense to the frequent reference (in this decision) to my not being a [licensed] ELECTRICIAN thus being electrically inept AND the continued referencing of the "expertise" of the -also, not licensed- Met-Ed witness(es)!

I may not be a LICENSED electrician or professionally work within the electrical field, but I definitely have [far] more than a normal knowledge of ELECTRICITY! which was well demonstrated both by question(s) & response(s) at the hearing! There was NO DOCUMENTATION PRESENTED, REQUESTED or submitted-when-requested-by-me of the EXPERTISE of the Met-Ed witness(es), in contrast; was ignored & or vocalized by you as non-pertinent to this hearing - on electricity. FACTUALLY: certain Met-Ed witness(es) admitted lack of knowledge & or education & or experience, as well as was shown to have a lack of knowledge of that being testified to by them! Such, however, also ignored by you, YET [you] STILL maintaining their EXPERTISE in the area *to wit* their testimonies being given. *to wit*: (they) Frequently requesting assistance from others -or- verbalizing that such [inherent to their "expertise"] being "back at the office".

This being equatable to a bookkeeper stating his ability to count to ten was in his desk.

When I asked them to produce such "education", my request(s) were IGNORED or stated NOT NECESSARY! also ignored by this court was: MY statement(s) not only of my specificity within the electrical motif & subject matter, but more importantly the fact that:

- a] I worked as an [licensed "journeyman"s] ELECTRICIAN'S HELPER for FOUR-AND-A-HALF YEARS
- b] I designed the electrical format & plan for my own (previous) home -&- "commended" for same by BG&E who used this home (during its construction) for toured demonstration(s) as to how a home should be "wired"! an 800 amp, (4) 48 breaker panels, with a "main" supplied by either BG&E or self-housed generator, etc. an internal design such that NO EXTENSION CORD(S) would be needed anywhere within and: light switches would seldom be used to effect light within a room - just "walk-in" or "wave"
- c] I designed FOR INDUSTRY the electrical plan & needs for "laboratory" usage,
- d] I designed FOR HOSPITAL LABS the electrical needs & locations of same [to meet the locale-needs of apparatus]
- e] In Your Presence: I vocalized specifics as well as explained that (current) entering & supplying my current farm, of which Met-Ed continually (self-serviantly) referenced as a "residence", &: YOU "bought" this deception!
- f] In your presence. I contested [knowledgeable] and substantiated many of the "facts" presented by Met-Ed ?experts? as being inaccurate or out-right incorrect -and- gave (verbal) documentation as to why

-to wit- Met-Ed simply responded: "not important" -BUT- the worst was that: YOU allowed this to occur!

Even Though: Met-Ed stated the current to a household is commonly 200 ampere - mine is a FARM!

Even Though: Met-Ed states voltage to a household is 120 volts

I countered with the voltage provided is termed to be 120 volts but factually, industry-wide, that is deemed MAXIMUM;

I explained that actual transmitted is scaled (supposedly) to be 110-220 volts, with a "norm range" of 110-112 volts

and I explained why! BUT: without any explanation from Met-Ed, YOU agreed with Met-Ed!

and DISMISSED my request for this to be presented IN WRITING

yet REQUIRED ME to produce IN WRITING things that are INTangible

YOU even agreed that the current through my home is ABOVE that allowed,

BUT refused To acknowledge that such definitely causes product deterioration and destruction.

AGAINST COMMON SENSE -- YOU agreed with Met-Ed that IF an appliance is present, it is IN USE!

and these non-in-use appliances are the cause of my "electrical problems" & "breaker popping", even when turned OFF

AGAINST COMMON SENSE -- YOU agreed [with Met-Ed] 40-50 year-old transformers are not "old".

yet agreed with the statements of Met-Ed that my 5-20-year-old appliances are mal-functioning because of age!

YOU BELIEVED Met-Ed when they merely said these old transformers use the same "fuses" etc. contradicting me, as the

new ones --without requesting documentation -&- "dismissed" my request -&-REQUIRED ME to DOCUMENT INTangibles!

fact: The ORIGINAL equipped fuse is NOT the "same-as-today's"

fact: These transformers have been "gerri-rigged" to ACCEPT a newer model "fusing" NEW DON'T USE FUSES!

ALSO: The NEW transformers are half this size of the "old" and have 2-3 times the capacity

The so-called "EXPERTS" of Met-Ed not only did NOT know ELECTRICITY but had to ask for assistance frequently

from others present, and presented NO "CERTIFICATION" in the electrical area; and admitted no "formal

schooling" in electricity. I had informal "hands-on" experience under a licensed Master Electrician for 4½ years.

but I was required to produce such, though I verbally demonstrated such!

These so-called EXPERTS claimed that on an on-site visit, electrical equipment was seen On-Premises and connected

thus, by definition of being there, were IN-USE though where situated there was OBVIOUS NO ELECTRICAL OUTLETS.

Met-Ed states I have sufficient electric supply for my residence; but I do NOT have a residence, I have a FARM!

and this FARM has multiple buildings

and as such, TARIFFS state: Met-Ed IS RESPONSIBLE to supply my need

Met-Ed states 200 amp service is "the norm" but has neglected to state that federal recommendations TODAY is 500 A because: so many day-to-day apparatus is increasing and being ELECTRICALLY ORIENTED

and the "houses are larger" Previous: 2-3 bedroom . Now. 4-5 bedroom with a "family" as well as a "living" room "Met-Ed" is now "recommending" for NEW CONSTRUCTION HOMES. 350 minimum -but- avoided stating this herein.

In 1955: 100 amp service was required in new HOME construction

In 1985-6: 200 amp service was considered STANDARD for new HOMES

In 1990-1: 250 amp service was recommended for 3-bedroom homes

In 1995-6 a (good) contractor would not "build" with less than 300, wanted 400

now: MOST Electrical suppliers are (a) advising 300+ amp & UNDERground

and recommending 400 amp & UNDERground

J1 ^{the judge} DO Your Own HomeWork! Do NOT ALLOW Met-Ed to do it for you! or DICTATE to you!

CHECK the TARIFFs & (peruse) FEDERAL publications!

I have found this is not the only Pennsylvania court to IGNORE Federal recommendations!

The TARIFF CLEARLY STATES: Owner responsibility begins with the METER-IN

Met-Ed responsibility ends at the METER-out

QUESTION: WHY does PUC allow Met-Ed to CHARGE for supply TO METER?

This is a VIOLATION of the RIGHTS of the PEOPLE

and FAVORITISM TO BIG BUSINESS - allowing the ROBBING of the CITIZEN!

J2 UNDERGROUND is not only RECOMMENDED but more-than-half of the states are now installing UNDERground service because- LESS maintenance; LESS outages; LESS atmospheric "contamination"; LESS loss-of-life when "downed" due to "storm" & "accident"; LESS electronics (& space transmission) interference as well as telecommunications interference; LESS ambient temperature effect; Less corrosion-caused line-drop; LESS "environmental" influences due to atmospheric inductive "stray" & "power variance" & "corrosion";

The Met-Ed statement that underground "life expectancy" is much shorter is FALSE

The Met-Ed statement that the "repair" is more expensive is FALSE -

When including continual maintenance costs of aerial lines (especially that due to winds),

TRENCHING process is extremely easy with today's equipment (5-8 sec/foot) -&- "easements" are already there

"Underground" is "pedestal" oriented thus easier to work on & does NOT require (expensive) "Bucket-Trucks".

MOST OF ALL: WHAT REALLY OFFENDS ME is YOU !!!!

REFERENCE: YOUR FURTHER REFERENCE IN THIS DECISION TO!!! **P O T E N T I A L**

I made a very valid, though questionably appropriate, reference at the hearing: BUT: Reference: MY Field of expertise!

It Is Time YOU Re-assess your "POTENTIAL" under an umbrella of COMMON SENSE! following as a "potential" guide:

Your automobile has the POTENTIAL of speeds above 100 mph	BUT: Do You Do This?
Your telephone has the POTENTIAL to call anywhere in the world	BUT: Do You Do This?
Your stove has the POTENTIAL to over-cook as well as under-cook	BUT: Is Either Chosen?
Your oven (as opposed to the stove-top) has the POTENTIAL to "cook" as well as "bake"	BUT: Do You Do This?
You have the POTENTIAL to SCREAM whenever you get the urge	BUT: Do You Do This?
You have the POTENTIAL to go nude at all beaches	BUT: Do You Do This?
Children have the POTENTIAL to <u>mis</u> behave	BUT: Do you allow this?
Your television has the POTENTIAL to be "on" 24-hour-a-day	BUT: Is It?
Your coat has the POTENTIAL for warm in winter & summer	BUT: when is it worn?
Your shoes have the POTENTIAL to be on your feet,	BUT when do you wear ALL at any one time?
Every light in your home has the POTENTIAL to be LIT - DAY & NIGHT	BUT: When are ALL on?

DO YOU GET THE POINT?

ABOVE is the EXCEPTIONS to the flagrant bias and connotated undertones manifested within this "decision" as well as those unmistakably obvious at court. AND: I haven't even begun the non-narrative UNSentenced statements with the "INITIAL DECISION". To Many, COMMON SENSE would scream: Aren't Pertinent.

Let this serve as the fact that: more than the 20-days will definitely be needed to properly formulate an adequate and explicit response. 20-days is so flagrantly a deliberate BIAS against both a comprehensive response to a 40+ page documentation-demanding narrative! Especially as this 20-days is factually NOT 20-days!

MORE-OVER: 25 pages to respond to a 40 page indictment [especially in my case -as- these 46 pages are not NARRATIVE but composed of stated fragments, each requiring no less than "paragraph-length" response] is a Met-Ed generated detriment inflicted upon the consumer to insure, -no- GUARANTEE, Met-Ed a FAVORABLE result!

To Make Even More Ludicrous: Much of that "transcribed" is SOO "faulted" - OBVIOUSLY common sense FAULTED! scribed as if itemized "FINDINGS OF FACT"; of which many of the "FACT" are erroneous as well as mis-worded as to the "factual" statement(s) made in the hearing.

IN ADDITION: 2 occurrences must be allowed for: = It is a physical impossibility for a "consumer", who has other

"pressing" day-to-day obligations to contend with =as Met-Ed has personnel whose ONLY JOB is to work 8-hour-a-day to create this impossible time restraint upon the CITIZEN= to be limited to a ridiculously shortened time reply period. exudes partiality toward utility = As Met-Ed is not required to "document" but the consumer is - by the PUC, and that the consumer can NOT be expected to know the ins-&-outs of this "field", time is needed for the consumer to flounder in the search for such "proof".

One Last Item Of Met-Ed pseudo-omnipotency:

Met-Ed stated emphatically that my meter was NOT broken!

LATER - in the hearing: Met-Ed stated that my broken meter was found to be accurate.

QUESTION.

IF is BROKEN, HOW can it be ACCURATE? IF is NOT broken, HOW can the "BROKEN" meter be tested?

WHY wasn't I present for this "testing"? !naturally, Met-Ed would not "falsify"!

Your Honor: Why did YOU not "pick-up" on these CONTRADICTIONS - irregularities - Self-Serving planned events?

Why is it that the multiplicity of "companies" in the tariff was & is not noticed by the PUC

Definitely a planned ploy to CONFUSE the consumer! as well as consumer pays for "installation(s)" before the meter?

especially as to the "contradictions" & "addition:deletion" wording the use of Electricity is a two-way street!

The "burden of proof" may be mine as complainant

BUT: as ELECTRICITY is INTangible! & TOTALLY under the CONTROL of the "respondent"

The "burden of proof" is equally -no- moreso that of the Electric company

especially as the electric company has TOTAL CONTROL of this INTangible commodity!

A "tangible" is easily seen traversing space, a person is easily seen traversing as well as the mode of that traversing i.e., walk, run or crawl. a "cloaked" person, moving in darkness, is also unseen [an INTangible], so obviously,

an intangible is common sensibly unseeable! When the subject is not only "controlled" but also under their "design", this is what is commonly termed a "STACKED DECK"! the METER definitely ordains the "STACKED DECK" scenario = COMMON SENSE! Met-Ed supplies this meter -and- the "consumer" is FORBIDDEN to even TOUCH said meter! COMMON SENSE ALONE dictates that IF I am NOT in-residence, COMMON SENSE dictates the amount of electric current used! I have stated that I am rarely home during the day and that I return very late, which COMMON SENSE would document my in-residence activity would be minimal electricity usage so as to "rest" for the next day's repeated schedule.

Though potential use is available, the nature & needs of the human dictate potential lacking!

Another very important fact is that my METER was BROKEN for the best-part-of-a-year!

to wit: Met-Ed stated IN HEARING was not so -but- later stated "the broken meter was replaced & tested -and- found BY MET-ED to be accurate". *Is Impossible to be BOTH: broken&UNbroken!*

-and- Met-Ed has NO REASON to conjoin with "bias" their "unbiased" interest in the outcome of such meter testing. ANOTHER IMpossibility. Met-Ed claims to have been UNaware of the broken meter. -it was brought to my attention recently by an acquaintance- IF the "globe" was broken, why wasn't there any *large segments* of GLASS on the two-foot wide ground below the meter? The meter is not easily visible and definitely no "readable" from the front; access is gained by the use of a parallel house-frontage path behind shrubbery. Such "breakage" should have been REPORTED by the METER-READER; who either didn't make such a report OR the "report" was "misplaced" or ?lost?.

The PREPONDERANCE of culpability is that of the electric company as they --& only they- have the where-with-all to "control" their totally enclosed meter! ERGO: upon the removal of the damaged meter, exposed to the elements for the best part of a year, was, as Met-Ed sates. "tested and found to be accurate". Such testing performed without notification to me -&- without my presence! *An appropriate proverb exists:* the farmer does NOT leave the WOLF to GUARD HENS! COMMON SENSE: NO PROOF exists that such "testing" ever occurred! only their say-so!

-&- it was performed without this interested party present or even so informed -&- *most grievous* - Y O U

allowed this "say-so" to go UNCHALLENGED - but CHALLENGED & chastised ME for LACK of WITNESSes! *in simple, uncontestable language:*

One giving a party can take credit for the delicious cake as long as the actual baker is absent. ALSO RECALL: LAW is only as good as COMMON SENSE :: LAW is NOT infallible =or= YOU would not be needed! NOTE: "solution" presented by King Solomon to two "mothers", both making claim to a baby.

In your "hearing" I demonstrated a "completeness" of certain electrical facts that "challenged" the knowledge-limitations" of certain Met-Ed representatives - & YOU know this to be FACT! IF TANGIBLE proof were available -your Honor- I would have had it! & YOU know this! & at hearing, Met-Ed began by attempting to "snow-ball" & "muddy" -&- I caught them! THUS: YOU are being asked to mollify the tariff & INTERPRET using COMMON SENSE & LOGIC! One of the more irritating continual references in your "INITIAL DECISION" is the repeated statement(s) that I am not an "electrician". I have experienced more "electrician-installation-mutants" than =I would bet= 2/3rd of those "claimants" present at the hearing -reference above- AND: so expressed same in your hearing! AND: exposed the ineptness of Met-Ed "experts"!

There is a vast difference between "HANDS-ON" & "Book-Learning" !!!

I readily admit to not being a LICENSED electrician -but- neither are the Met-Ed EXPERTS

I "challenge" that ALL of the so-called Met-Ed EXPERTS have even been "in the field" or have "hands-on experience" -but- more so have "designed" detailed electrical plans currently in-use

The word P O T E N T I A L was not only abused but prostituted:

The word P O T E N T I A L was promoted and defined as being F A C T !

In Fact: P O T E N T I A L is a N E B U L O U S word !

Merriam Webster does NOT "define" "POTENTIAL" as "FACT", nor does any dictionary!

"POTENTIAL" is a nebulous verbiage for an unproven possibility that may or may not be!

A VERY IMPORTANT FACT OF WHICH YOU ARE GUILTY OF PERPETRATING IS:

To comply with the dictates of an arbitrary limit, YOU resorted to a sentence fragmentation format! worst-of-all: many of which have little or no pertinence to either electricity or what was actually stated at the hearing; and, apparently, NOT "common sense" proof-read! IF YOU had to defer to such subterfuge, COMMON SENSE [of which I am sure you possess, or you would not be in the position you hold] decrees the IMpossibility for me to proffer a comprehensibly competent "EXCEPTIONS"!

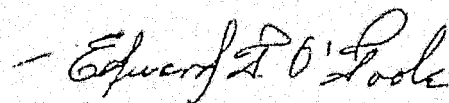
I would hope this was not by "intent".

THIS "EXCEPTIONS" is presented to express the frustration that an adequate, comprehensive and complete justifiable defensive is feasible within the less-than-two-week response time - thus, to inform that such response will be forthcoming as- soon-as feasibly possible! AND: that such time should, no, is a mandate - based on the rejoinders and retort requisite to appropriately and adequately "tort" that rendered in the INITIAL DECISION!

ESPECIALLY AS: my "time allocation" can not be (expected to be) totally employed in addressing this "decision"!

IT has been well documented that MY profession has NO STATUTE OF LIMITATION; Other profession(s) should also be afforded this same, if the situation demands -&- THIS (situation) DOES -

using as the impetus the elicited response(s) bespokenly scribed within the "DECISION"!



Edward T. O'Toole