



# SeniorLAW Center

Protecting The Rights of Older Pennsylvanians

May 19, 2010

Secretary of the Commission  
Commonwealth of Pennsylvania  
Pennsylvania Public Utility Commission  
P.O. Box 3265  
Harrisburg, PA 17105-3265

**RECEIVED**

MAY 20 2010

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

RE: Roosevelt Taylor v. Philadelphia Gas Works  
C-2009-2140196

Dear Secretary:

SeniorLAW Center, a nonprofit legal services agency, is representing Roosevelt Taylor, a low income Philadelphia homeowner, for no charge. Mr. Taylor has filed a Formal Complaint seeking to have gas service restored to his home. I entered my appearance as attorney for Mr. Taylor on January 13, 2010. I represented Mr. Taylor at the March 16, 2010 hearing. I was not served with a copy of Judge Ky Van Nguyen's Initial Decision. Roosevelt Taylor's niece delivered a copy of the decision to my office on Tuesday May 18, 2010. A letter accompanying the decision indicates that the deadline for submitting Exceptions is May 20, 2010. Roosevelt Taylor has been prejudiced by the Pennsylvania Public Utility Commission's failure to timely advise me of the Initial Decision of Judge Ky Van Nguyen thereby necessitating the preparation of these Exceptions in less than two days.

Roosevelt Taylor is 73 years old and receives disability payments of \$700 per month because his diabetes has caused blindness. He filed his Formal Complaint as a pro se litigant in October 2009. Due to his blindness, Roosevelt Taylor has many friends who help him with his daily activities. Leroy Keitt prepared the Formal Complaint and signed the name of Roosevelt Taylor to the complaint and to the verification. Both Roosevelt Taylor and Leroy Keitt were called as witnesses at the March 16, 2010 hearing and both were extensively examined and cross examined concerning the preparation of the complaint.

These Exceptions were prepared without the benefit of a transcript of the hearing. Since Mr. Taylor has little income, the payment of transcription fees would be a burden.



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**EXCEPTIONS OF ROOSEVELT TAYLOR, COMPLAINANT**

**FINDINGS OF FACT**

1. Roosevelt Taylor received a lump sum award from Social Security following his successful demonstration of eligibility for disability payments. Mr. Taylor went into PGW with his award proceeds and offered to pay \$498.48 to have his gas service turned back on which represented \$443.48 for CRP plus \$45 turn on fee plus \$10 collection fee. (PGW Exhibit 2) Mr. Taylor was told he must pay half the unpaid charges or \$1100 which he could not afford.

2. Roosevelt Taylor admits that a PGW employee came to his home on February 20, 2009. Mr. Taylor opened his front door and admitted the employee into his home. They walked together to the basement door which was padlocked. Mr. Taylor explained that the door was locked to protect him since burglars had recently broken into his basement. Mr. Taylor wanted to be secure in his home and to keep burglars from entering his living area. Roosevelt Taylor did not have a key to the lock. The key was kept by his friend who would be returning to the house shortly. The PGW worker did not wait. When the friend returned with the key, Roosevelt Taylor called PGW and spoke to Dante Christmas who told him the worker would return.

6. Roosevelt Taylor testified that there was an **electric** water heater in use at his residence on March 4, 2009 and pictures of the water heater were entered into evidence (Exhibit C1 and C2) Roosevelt Taylor disputed that the house heater was operational on March 4, 2009. Roosevelt Taylor testified that he was heating his home with kerosene heaters and electric heaters. Pictures of the kerosene and electric heaters used by Roosevelt Taylor to heat his home were entered into evidence at the hearing. ( Exhibits C3, C4, C5 and C6)

9. Roosevelt Taylor demonstrated that his alleged unauthorized use from March 4, 2005 to March 4, 2009 could not be estimated based upon historical usage from October 5, 2001 to September 4, 2002. In 2004 the pipes in the front room and powder room had frozen and burst. His son removed the radiators and closed off these rooms and he has not resumed using this portion of his house. Mr. Taylor was using a gas kitchen stove, a gas water heater, and a gas house heater during the historical usage period. He testified that he replaced the kitchen stove with an electric stove which was confirmed by PGW. Pictures of the electric water heater and kerosene and electric heaters were admitted into evidence (Exhibits C1, C2, C3, C4, C5)



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10. PGW Customer Affairs Policy and Procedure Gas Theft Bonus Program (Policy CC-013) was produced in response to interrogatories from Roosevelt Taylor. The Procedure for Terminating Service and Securing Evidence directs “Photograph evidence in place if feasible.” Two PGW employees, David DiRageris and Robert Keal, testified that they removed the bypass equipment without photographing it in place. Both men testified that they did not have a camera with them on the day they removed the equipment. Neither employee testified that no cameras were available. In fact, the final PGW witness, an employee named Howard, testified that he had a Polaroid camera in his truck when he visited Mr. Taylor’s home on March 15, 2010 but he did not use it. Howard testified that he inspected the house heater but did not photograph it. No explanation was given as to why Howard had a camera and the two PGW employees who allegedly removed the “theft” evidence did not.

## DISCUSSION

The Formal Complaint in this matter was filed on behalf of a pro se litigant, Roosevelt Taylor, by his friend Leroy Keitt. Neither the filing party, Mr. Keitt, nor the complainant, Roosevelt Taylor, has had the benefit of any legal training. Both men appeared at the hearing and testified on direct examination. Both were subject to extensive cross examination by PGW and by Judge Ky Van Nguyen. Mr. Taylor admitted that he had not written the Formal Complaint but testified that he had asked Mr. Keitt to prepare the complaint because Mr. Taylor is blind. Mr. Taylor did not sign the complaint. Roosevelt Taylor admitted that the complaint was not read to him before it was filed. Mr. Keitt testified that he dictated the complaint over the telephone to a typist who prepared the document which Mr. Keitt signed and filed.

The procedural rules governing hearings before the Public Utility Commission call for liberal construction of procedural rules in order to guarantee just, speedy and inexpensive determinations. (52 Pa. Code Sec.1.2) The presiding officer is encouraged to disregard defects in procedure which do not affect substantive rights of the parties. Most importantly, the liberal construction provisions apply with particularity in proceedings involving pro se litigants. (52 Pa. Code 1.2(d))

If the rules governing the signing and verification of a complaint are not followed, the presiding officer or the Commission, may impose upon the party an appropriate sanction, which may include striking the document, dismissal of the proceeding or imposition of civil penalties. (52 Pa. Code 1.35 (c)(2)).

Under the Commission’s rules, the paramount goal is to achieve just, speedy and inexpensive determinations of gas service disputes. Defects in the execution and verification of a complaint by a pro se litigant must not be allowed to rob the complainant of his day in court. The Initial Decision in this case cites no substantive right of the



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Respondent that was violated by any procedural errors committed by Roosevelt Taylor. The preparer of the formal complaint testified at the hearing as did Mr. Taylor whose request to have his gas service restored was denied. The hearing lasted approximately four hours and the factual basis for the dispute was fully explored. Roosevelt Taylor is entitled to have the Commission address the substance of his complaint and decide whether he must continue to live without gas service to his home.

Very truly yours,

A handwritten signature in cursive script, appearing to read 'Elizabeth P. Shay'.

**Elizabeth P. Shay, Esq.**

**Coordinator of the Homeowners Assistance Program**

CC: Laureto Farinas, Esq.  
PGW  
800 Montgomery Avenue  
Philadelphia, PA 19122

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MAY 20 2010

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

ROOSEVELT TAYLOR

Petitioner

vs.

PHILADELPHIA GAS WORKS

Respondent

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Docket No. C-2009-2140196

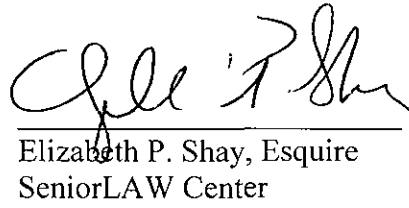
**CERTIFICATE OF SERVICE**

I hereby certify that I have this day, served a copy of Roosevelt Taylor's Exceptions, upon the participants, listed below, in accordance with the requirements of 52 Pa.Code §1.54 (relating to service by a participant).

By First-Class Mail, E-Mail and/or Facsimile, as indicated:

Laureto A. Farinas, Esquire  
Philadelphia Gas Works  
Legal Department  
800 West Montgomery Avenue  
Philadelphia, PA 19122  
[Laureto.Farinas@pgworks.com](mailto:Laureto.Farinas@pgworks.com)

Dated this 20th day of May, 2010.



Elizabeth P. Shay, Esquire  
SeniorLAW Center  
100 S. Broad Street #1810  
Philadelphia, PA 19110

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