

July 6, 2013

Laureto Farinas, Esquire
Attorney I.D. No. 50415
Philadelphia Gas Works
800 West Montgomery Avenue
Philadelphia, PA 19122

RE: Philadelphia Gas Works'
Preliminary Objections and Motion to Strike
Impertinent Matter
Carole A. Nehez v. Philadelphia Gas Works
Docket No. C - 2013-2367085

Dear Mr. Farinas:

1., 2., 3., of PGW's Preliminary Objections, I am in agreement.

Regarding Item 4, it should be noted that Nicholas Nehez and I were in the process of divorce during the time he lived alone at 608 South Mt. Pleasant Road and left an unpaid bill. In the divorce settlement, I was awarded sole ownership of the house at 608 South Mt. Pleasant Road. Nicholas Nehez signed the P.U.C. complaint with me because I have not yet been able to afford to have his name removed from the deed.

5. Admitted.

6. Admitted in part, denied in part. PGW gave no notice of the alleged claim. My objection to this item is that PGW made no attempt to locate me as the owner of the property, sending notices to an address which I occupied 4 years earlier, despite the fact that I held a Landlord's license at my then current address and paid city taxes from that address. My understanding is that these notices to landlords are computer generated with no human interaction involved. This policy does an injustice to Philadelphia landlords, especially single-property landlords who are not aware of PGW's policies. When this matter was turned over to Carlos Figueroa, an employee of PGW, he found me immediately, and I agreed to accompany him to the house to allow for a shut off. I also immediately began eviction proceedings, although it would be 7 months until eviction could legally take place. The shut off did not take place at that time because tenants appealed to P.U.C. and a hold was placed on any action by PGW. When tenants violated the terms of the P.U.C. Agreement, I went to the house with Mr. Figueroa, but tenants had illegally changed locks. I was willing to break a window to gain admission and allow for shut off, but Mr. Figueroa stopped me. I later learned that Doris Crenshaw was armed with a loaded gun, an axe, and a box cutter, which were positioned by the front windows and door. A private

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detective, whom I hired, and I discovered these weapons at the time of the eviction of Ms. Crenshaw and Mr. Lavela.

If Philadelphia Gas Works has the right to hold owners responsible for tenants' bills, a better system of notification should be put in place. Additionally, it is preposterous that a bill would be allowed to reach \$17,089.94 before an employee (human) would become involved to seek out the owner of the property and effect a shut off. In short, my claim is that PGW, while legally permitted to lien properties in this Commonwealth, does not as a matter of public policy have a lawful right to pick and choose the dollar number at which it will make an effort to locate the owner. This is essentially the fundamental legal principal of notice being thwarted and ignored unilaterally by PGW due to its governmental powers.

7. Admitted in part, denied in part. I am not asking for the PUC to order PGW to investigate itself. I am asking PUC to investigate PGW's procedures; moreover, I am asking the PUC to order PGW to remove the lien.

8. Admitted in part, denied in part. I lack sufficient information to determine the truth of PGW's averments. Therefore, I deny these averments.

9. Admitted.

10. Denied. PGW's interpretation is contrary to public policy and avoids the fundamental legal issue of notice, the absence of which is the proximate cause of the issuance of the lien.


11. Denied.

12. Admitted in part, denied in part. PGW's aforementioned failure to provide legal notice of the Crenshaw indebtedness is not addressed in the law it cites; again, notice as a fundamental operation of law was wholly absent in the instant case.

13. Admitted in part, denied in part. PGW, while clearly defining a lien, misrepresents the holding of this case. PGW is conflating the process of making a lien as the same as making a claim; the latter was not done, even if the former was. The claim merits a response, while the lien requires none. In other words, had PGW given me legal notice of the claim, PGW would never have had to file a lien.

14. Denied. See #11. As the question is a matter of law and not fact, I leave this matter to be answered by the court.

15. Denied. See #11 and #14.


(CAROLE NEHEZ)

Verification

I, Carole Nehez, hereby state that the facts set forth are true and correct to the best of my knowledge, information, and belief. I understand this verification is made subject to the penalties of 18 Pa. C.S. sec. 4904, concerning false statements to authorities.

July 6, 2013

CERTIFICATE OF SERVICE

I HEREBY CERTIFY THAT I HAVE THIS DAY SERVED A TRUE COPY OF THE FOREGOING DOCUMENT UPON THE PARTICIPANTS LISTED BELOW, IN ACCORDANCE WITH THE REQUIREMENTS OF 52 PA CODE SEC. 1.54 (RELATING TO SERVICE BY A PARTICIPANT).

Laureto Farinas, Esquire
Philadelphia Gas Works
800 Montgomery Avenue
Philadelphia, PA 19122

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

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