

19 Aug 2013

1.) Please enclosed responses. Also during OFF RECORD discussions between parties COMPLAINTANT (MR. No.1) AND UTILITY REPRESENTIVE were very close TO coming TO AGREEMENT however A TERNY FOR UTILITY THEN MADE A STATEMENT "WHAT ABOUT THE \$400.00 ARREAR AGES" which were never INTRODUCED by evidence thereby breaking down negotiations.

2.) According TO COMMONWEALTH LAW under the "BOOKS OF EVIDANCE" SAID DOCUMENTS were NOT COURT FIED.

3.) Also, IN <sup>(1)</sup> FEDERAL COURT IN THE MATTER OF People V RETAILERS NATIONAL BANK IT WAS RULLED THAT COMPUTER GENERATED RECORDS were NOT ADMISSABLE AS EVIDENCE SINCE ACCURACY AND AUTHENTICITY ~~could~~ could NOT BE ESTABLISHED

RECEIVED

D. US CIRCUIT COURT

AUG 20 2013

PA-PUBLIC UTILITY SERVICE  
SECRETARYStephen J. No.1  
Steve No.1

4.) I ALSO RAISED AN OBJECTION BECAUSE I DID NOT RECEIVE THE EXHIBITS IN A TIMELY FASHION THE JUDGE RULED AGAINST ME SAYING THAT HE RECEIVED HIS EXHIBIT ON APRIL 29. THE JUDGE DOES NOT LIVE IN IRWIN NOR CAN THE UTILITY PROVIDE PROOF OF WHEN I RECEIVED THEM. THERE IS NO GUARENTEE THAT THE UTILITY DID NOT MAIL THEM SOME LATER.

RECEIVED

FINDINGS OF FACT

AUG 20 2013

PENNSYLVANIA PUBLIC UTILITIES COMMISSION  
SECRETARY'S BUREAU

1. Complainant, Stephen J. Noll, resides at 611 Main Street, North Huntingdon, Pennsylvania 15642 (Tr. 8, 13).

2. Respondent, Columbia Gas of Pennsylvania, Inc., provides gas utility service to Complainant at 611 Main Street, North Huntingdon, Pennsylvania 15642 (Tr. 13).

3. On February 22, 2012, Mr. Noll and Columbia entered into a budget plus payment plan of \$134.00 per month, consisting of the then current \$113.00 average monthly bill, plus \$21.00 per month to be credited to Complainant's arrearage.

4. Columbia calculates the base budget amount (average monthly bill) by determining the average of the consumption for the previous 12 months and including in the calculation the "current rate of gas." Columbia recalculates the base budget amount periodically. At minimum, the base budget amount is recalculated in May, August, October and January (Tr. 21).

5. When Columbia recalculates the base budget amount for a customer's payment plan a message is printed on the first page of the bill that provides, "the base budget amount on your payment plan has been revised." (Tr. 21-22).

*DID NOT SEE ANY SUCH NOTE ON BILL*

6. When Columbia establishes a payment arrangement with a customer a confirmation letter is mailed to the customer which advises the customer that the base budget amount is subject to change (Tr. 22).

*NEVER RECEIVED ANY SUCH LETTER*

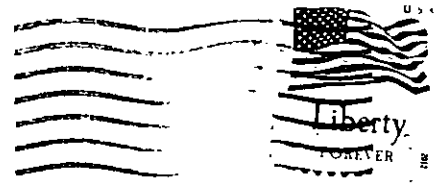
7. Columbia did not receive any returned mail from the Post Office for any mail items sent to Complainant at his current address (Tr. 8, 13, 22).

*COLUMBIA CANNOT VERIFY THAT MAIL WAS EVER RECEIVED BY COMPLAINANT*

8. At the time of the hearing, Complainant owed Columbia \$756.60. The past due amount owed on the account under his payment plan was \$498.00 (Tr. 21, 23; CG Ex. 1).

*WAS NEVER TOLD OF ANY SUCH PAYMENT PLAN BEING THAT HIGH*

Steve Noll  
611 Math Street  
North Huntingdon, Pa. 15642



SECRETARY  
PA. PUBLIC UTILITY COMMISSION  
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