

PENNSYLVANIA PUBLIC UTILITY COMMISSION

Frank Nellom,

Petitioner,

v.

Utility Account Number: 0017691730054535

Re: Trial Court No. 14-000431

Aqua Pennsylvania, Inc.,
Respondent,

PUC No. C-2014-2450732

MOTION FOR SUMMARY JUDGMENT

Petitioner moves pursuant to 52 Pa.Code § 5.102 for summary judgment on the Complaint and Amended Complaint claims demonstrated by Respondent's documents, and Medical certificates making up the record of evidence in this case. **(Exhibits A-I)**. Warrant summary relief as follows:

COUNT ONE

1. Petitioner stated the law 52 Pa.Code § 56.83: "Unless expressly and specifically authorized by the Commission, service may not be terminated nor will a termination notice be sent for any of the following reasons: (6) Noncompliance with a payment agreement prior to the due date of the bill which forms the basis of the agreement." Presented Respondent's Bill showing a Due Date of October 1, 2013. **(Exhibit A)**. Presented the evidence of Respondent's Termination Notice dated September 25, 2013, six days before in clear violation thereof. **(Exhibit B)**. Demand finding Respondent violated that law by terminating service prior to the Due Date on the payment agreement Bill.

COUNT TWO

2. Petitioner stated the law 52 Pa.Code § 56.115: "the public utility shall make a diligent effort to have service restored on the day of receipt of the medical certification. In any case, service shall be reconnected within 24 hours. Each public utility shall have employees available or on call to restore service in emergencies. Presented proof of a signed Medical Certification dated September 26, 2013 by physician Dr. Prado. **(Exhibit C)**. Respondent claim of non-receipt until September 30, 2013, without attaching proof must fail, thereby, require finding the September 26, 2013 date demonstrated of record by Dr. Prado is true, thus, violation of the above law did occur for six days based upon both parties agreement service was restored on October 1, 2013.

COUNT THREE

3. Petitioner stated the law 52 Pa.Code § 56.92: “A public utility may not mail or deliver a notice of termination if a notice of initial inquiry, dispute, informal or formal complaint has been filed and is unresolved and if the subject matter of the dispute forms the grounds for the proposed termination. A notice mailed or delivered in contravention of this section is void.” Presented the proof of an Email showing Respondent accepted his informal complaint on November 12, 2013. **(Exhibits D-1-2)**. And Respondent response to the Complaint was to pay Agents on November 26, 2013, December 3, 2013, and December 12, 2013, to confront Petitioner at his home with those hand written bills, and terminated service in retaliation against his informal complaint. **(Exhibits E-G)**. Prove Respondent violated that law in manner and fashion no civilized society can tolerate.

COUNT FOUR

4. Petitioner stated the law 52 Pa.Code § 56.115: When service is required to be restored under this section and § § 56.114, 56.116—56.118 and 56.191, the public utility shall make a diligent effort to have service restored on the day of receipt of the medical certification. In any case, service shall be reconnected within 24 hours. Each public utility shall have employees available or on call to restore service in emergencies. Presented proof of Dr. Prado issuing another medical certification on December 12, 2013 stating “Patient needs water to take medication.” **(Exhibit H)**. Respondent claims is invalid. However, validity is not at issue. The question is would a reasonable person find Respondent's act of restoring service within an hour of being presented with the following question represent an affirmative answer thereto: Does Aqua recognize that it is illegal to terminate service of home owners with medical condition raising a two year old. After receiving the above stated complaint, and information request? **(Exhibit I)**. Petitioner contends answer is yes.

COUNT FIVE

5. Petitioner emphasized the United States Supreme Court recognition of the danger that exist with terminating water service: “indeed, the discontinuance of water or heating for even short periods of time may threaten health and safety.” Memphis Light, Gas & Water Division v. Craft , 436 U.S. 1, 98 S.Ct. 1554, 56 L.Ed.2d 30 (1978). Posed the question: “do the above laws make plain Respondent knew terminating service prior the billing date was illegal. Failing to restore service within (24) hours after receiving Medical Certification two separate times resulted twelve (12) days to be unconscionable.

Next, after receiving payment, complaint, and document request, began a series of illegal acts of posting notices on Petitioner and daughter victims home to “threaten health and safety,” supra, demonstrate this particular case to warrant summary judgment? Answer is yes.

Wherefore, for the above reasons request summary judgment declaring Respondent violated the above laws, thereby will be fined accordingly.

AMENDED COMPLAINT CLAIM

6. Petitioner filed an Amended Complaint asking the Commission to decide if the act of Respondent terminating service on November 3, 2014, without permission from the Trial Court and or PUC after Complaints for protection against have been filed with both. Demonstrate contempt against both for which 52 Pa.Code § 56.92 was promulgated to protect against. Which cannot be tolerated. Petitioner contends the Act of Respondent terminating service for whatever reason without permission from either. Must be rejected, and severe sanction imposed because the act vitiates the authority of both to provide fundamental protection against corporations profiting in this Commonwealth of Pennsylvania from illegal acts, inter alia, paying employees to confront customers with bills at their homes. And charged to customer is insane. History shows no civilized society can tolerate that practice? Is the question the Commission is to decide?

Wherefore, for those reasons an order finding Respondent violation of the above laws warrants a 25 million dollar fine to issue.

Verification:

I, Frank Nellom, hereby certify that the statements made in the foregoing motion for summary relief above are true and correct to the best of my knowledge, information and belief) and by my signature below make subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

Frank Nellom

December 17, 2014

AFFIDAVIT OF SERVICE

I, Frank Nellom, hereby certify a true and correct copy the of foregoing Motion for Summary Judgment was served upon Respondent's Counsel of record Margaret A. Morris by Email as practiced and until otherwise requested on the below date addressed as follows:

mmorris@regerlaw.com

Frank Nellom

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Dated: December 17, 2014