

March 26, 2015

Subject: Kevin Maromonte v. Peoples Natural Gas Company LLC Equitable Division; Complaint
Docket No. C-2015-2468911

Response to the Preliminary Objections issued by Peoples:

(issued to all parties within 10 days from service of the Peoples-issued Preliminary Objections, received by the undersigned on March 21, 2015)

The following response is numerically keyed to the Preliminary Objections provided as Enclosure (1):

1. Accurate, subject to the following clarification: While the undersigned does not occupy the premises, the adjacent half of the duplex is occupied. This allowed the undersigned to be immediately notified of the plumbing failure, thereby mitigating damages and minimizing this claim.
2. Inaccurate: The Peoples process for handling the Owner Agreement is flawed, allowing the gas to be shut off over two weeks AFTER the Owner Agreement was received and processed by Peoples. The Owner Agreement is intended to prevent the gas from being shut off after tenants terminate their accounts for gas service, by transferring the service to the property owner, the undersigned. This fact has been acknowledged by Peoples representative Carl Orangis, the documentation of which was previously filed by the undersigned.
3. Acknowledged.
4. Acknowledged.
5. Acknowledged.
6. Acknowledged.
7. Acknowledged. Actions taken by the undersigned to recover monetary damages through the Court of Common Pleas are pending. Note that the monetary damages increase \$850 monthly due to the property not being habitable, given Peoples delays in not providing the money needed to make the repairs necessary to return the property to a habitable condition.
8. Acknowledged. See 7. above.
9. Acknowledged. The issue at hand is a flawed Peoples process that allows gas service to be terminated with a valid Owner Agreement in place, thereby fully negating the very intent of the aforementioned Agreement. The undersigned has no option but to use Peoples Gas services at his multiple properties and concern remains that all properties are at risk given the flawed process that continues to be in use by Peoples.
10. Acknowledged.

Submitted by:

Kevin Maromonte 3/26/15

Kevin Maromonte
924 State Route 130
Trafford, PA. 15085
E-mail: KevinIQ@aol.com; Cell: 412-607-1210

CERTIFICATE OF SERVICE

I hereby certify that I have served a copy of the Response to the Preliminary Objections upon each party to this proceeding. Completed March 26, 2015.

Kevin Maromonte 3/26/15

Kevin Maromonte

COMMONWEALTH OF PENNSYLVANIA
BEFORE
THE PUBLIC UTILITY COMMISSION

Kevin Maromonte)
v.) Complaint Docket
Peoples Natural Gas Company LLC) No. C-2015-2468911
Equitable Division)

PRELIMINARY OBJECTIONS
TO THE FORMAL COMPLAINT OF
KEVIN MAROMONTE

Pursuant to 52 Pa. Code §5.101, Peoples Natural Gas Company LLC – Equitable Division, hereinafter referred to as “Peoples” or “Company” hereby files its preliminary objections to the Formal Complaint filed in the above-captioned matter on the grounds that some of the subject matter of the complaint is beyond the jurisdiction of the Public Utility Commission. The Commission is without authorization to grant the Complainant’s request for damages, and that the Formal Complaint includes impertinent matter in its requested relief. Therefore, Peoples moves to strike the Complainant’s request for compensation.

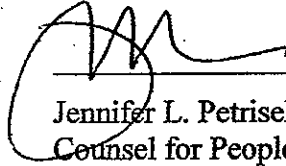
In support of its preliminary objections, Peoples states as follows:

1. The Complainant is the owner of a property located at 675 6TH Street, Oakmont, PA (“the Property”). The Property is a rental unit owned by, but not occupied by, the Complainant.
2. The Complainant filed a formal complaint with the Commission at Docket Number C-2015-2468911, averring that water damage occurred at the Property due to water pipes freezing because gas service was off at the Property. (the “Formal Complaint”). The Formal Complaint further alleges that Peoples’ processing of an Owner Agreement form was improper and led to an unintended shut off of gas at the Property. In the Formal Complaint, the Complainant seeks compensatory damages for the alleged losses caused to Complainant due to the frozen water pipes.
3. Peoples has filed its Answer to Complaint contemporaneously with this Motion, in which it denies liability to Complainant and denies that its termination of service at the Property was improper.

4. It is well settled that the Commission has only the powers, and can only consider such matters, as are expressly, or by necessary implication, given to it by the legislature. Behrend v. Bell Telephone Co., 363 A.2d 1152 (Pa. Super 1976); Brockway Glass Company, Inc. v. West Penn Power Co., 54 Pa. P.U.C. 509 (1980); Bones v. Bates Taxi, Inc., 51 Pa. P.U.C. 346 (1977). The Public Utility Code, 66 Pa. C.S. §101, et seq. (the "Code"), gives the Commission supervisory and regulatory power over the rates, service and facilities of public utilities. Brockway Glass Company, Inc. at 514.
5. Pursuant to 52. Pa. Code §5.101, Peoples objects to the relief requested in the Formal Complaint on the grounds that the Pennsylvania Public Utility Commission (the "Commission") lacks jurisdiction to award monetary damages. The Complainant seeks to have the Company compensate him for the alleged damages to property he owns due to the frozen water pipes that have since been repaired.
6. Pennsylvania courts have long held that the enforcement powers of the Commission do not include the power to award monetary damages. Elkin v. Bell, 491 Pa. 123, 420 A.2d 371 (1980); Feingold v. Bell of Pennsylvania, 477 Pa. 1, 383 a.2d 791 (1978); see Nagy v. Bell Tel. Co., 436 A.2d 701 (Pa. Super. 1981). Thus, the Code does not give the Commission jurisdiction over a claim for monetary damages. Behrend v. Bell Telephone Co., 363 A.2d 1152 (Pa. Super 1976); Brockway Glass Company, Inc. v. West Penn Power Co., 54 Pa. P.U.C. 509 (1980); Bones v. Bates Taxi, Inc., 51 Pa. P.U.C. 346 (1977).
7. The Court of Common Pleas retains original jurisdiction over suits for monetary damages. Behrend v. Bell Telephone Co., 363 A.2d 1152 (Pa. Super 1976).
8. Complainant's concerns should be addressed in the Court of Common Pleas.
9. A prayer for relief by the Complainant in the form of monetary compensation for damages is not recoverable in the cause of action before this Commission as the Commission is without authorization to award compensation for damages. The request for relief is irrelevant to the instant cause of action and therefore an "impertinent matter" within the use and meaning of 52 Pa. Code §5.101(a)(2).
10. Thus the Complainant's request for monetary compensation for alleged damages should be stricken from the Formal Complaint pursuant to Pa. Code §5.101(a)(2) and the Complainant should be precluded from introducing any evidence in the Formal Complaint proceeding related to a monetary claim for damages.

WHEREFORE, Peoples respectfully requests that this Commission grant Peoples' preliminary objection to the Formal Complaint and strike the request for monetary damages as an impertinent matter.

Respectfully submitted.

A handwritten signature in black ink, appearing to read 'JP', is written over a horizontal line. The signature is stylized and somewhat cursive.

Jennifer L. Petrisek, Esq.
Counsel for Peoples Natural Gas Company LLC
Equitable Division

Dated: March 16, 2015