

CORRECTION

THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Debbie Hughey

v.

Docket No. C - 2016-2567445

Philadelphia Gas Works

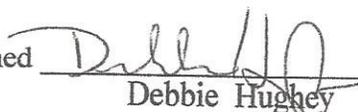
COMPLAINANT'S RESPONSE TO THE PHILADELPHIA GAS WORKS' PRELIMINARY OBJECTIONS AND MOTION TO STRIKE

1. **Admitted;** however, in addition to filing a Formal Complaint. The Complainant had also filed an Informal Complaint over a year ago, but nothing was done about it.
2. **Admitted in Part and Denied in Part.** Complainant referred to bills and liens of 2006, 2015, and 2016.
3. According to law, **fraud voids any Statute of Limitation.** Thus, the PUC - Public Utility Commission does have jurisdiction to not only hear, but to rule in this case due to the several patterns of fraud, overcharging, inaccurate meter readings, and etc... that exist in this case.
4. **Denied.** As stated, fraud voids any Statute of Limitation. Also, the Philadelphia Gas Work never informed the Complainant about the lien of 2006. The Complainant discovered it while she was reviewing other Court Records in 2016. Thus, the tolling of Statute of Limitation does not start for the 2006 Lien, until 2016.
5. **Denied.** The liens that are placed on the property located at 1629 Newport Place in Philadelphia, PA 19122 are fraudulent, and etc...
6. **Admitted.** We are seeking the correction of all bills, liens, and etc... to reflect a zero balance being owed as well as the removal of **ALL** liens on said property.
7. **Disagreed.** Since fraud, and etc... exist, the City of Philadelphia and PGW are not entitle to anything. They continued to act in bad faith. Even the mere fact that PGW's Workers came back after the Gas was turned off is proof that their Gas Meter was still not reading the correct Gas Usage as well as the way and the timing of when the PGW's Workers came by (which was at night and dark) sneaking around our property and without disclosing what and why they were back out on our property for; giving us the impression that they were trying to blow us and our property up. They did not expect us to have seen them tampering on our property after the gas was already cut off. When I called PGW to find out why their workers were back out on our property, is when it was disclosed to me that their Digital Gas Meter was reading gas usage; even though, the gas was already turned off. In addition, for several years (over 30 years), we would have to periodically call PGW, just like we have done a couple of times in 2015 and 2016, for gas leakage and each time they come out, they would claimed that their gas reading

device did not detect any gas, but their one time, my father was no longer accepting their false claim. My father told the PGW's Workers, if they do not fix the gas leak that he was calling the News Media because that just how strong the order was in the house. It made you sick, and they kept claiming that there was no gas leak. Then one of the worker stated let me check it with another device, and that device picked up the gas leak, and then they finally fixed it back then, but again, we never received any credit for the gas leak that I'm, sure was registered as being used.

8. **Agreed.** the Complaint want the entire bill/balance wipe away as being paid in full, and **All Liens** removed due to PGW's fraud, over inflating the bills, inaccurate gas meter, and etc...
9. **Delayed Response.** Need additional time to respond.
10. **Delayed.** Need additional time to respond.
11. **Delayed.** Need additional time to respond.
12. **Disagreed.** The City of Philadelphia has even denied and violated our rights to even place our rebuttals on the Philadelphia Courts Civil Dockets/Records. The way this has been handled is like a dictatorship of whatever the city and/or the PGW said is the only thing that matters.
13. **Disagreed.** The City of Philadelphia and the Philadelphia Gas Works are not entitled to a lien against said property, especially when fraud, and etc... existed. There has been recent news reports of how the City has tried to take other people property via these Liens Process. By PGW mandating a copy of the deed before the gas services could be turned on as well as claiming that an agreement that the Complainant knew nothing about, was manipulative, illegal, fraudulent, deceitful, and etc...
14. **Disagreed.** The PUC definitely has jurisdiction over these subject matters.

Wherefore, the Complaint is still seek a ruling in our favor for All Liens of 2006, 2015, and 2016, and any other liens that we may not have knowledge of and/or planned to add later, be removed, and to bring any other balances to zero balance of the Complainant, Owners, Occupants, and etc... owing the City of Philadelphia and PGW nothing due to their continual fraud, inaccurate gas meter, and etc... Also, Complainant needs additional time to fully respond to these objections, new matters, and etc... Complaint did not have a full ten days; in which, to respond, and definitely ten days would not even be enough time to respond anyway.

Signed  Date October 29, 2016
Debbie Hughey

CORRECTION

THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Debbie Hughey

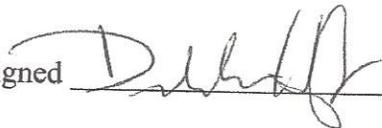
v.

Docket No. C - 2016-2567445

Philadelphia Gas Works

**Request for additional time to respond to Preliminary Objections, Motions to Strike,
New Matter, and etc...**

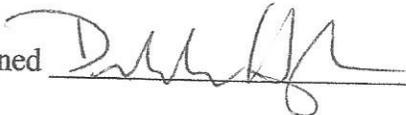
The Complaint is asking for an additional fifteen days in which to respond to
PGW's Preliminary Objections, Motion to Strike, New Matter, and etc...

Signed  Date October 29, 2016

CORRECTION

CERTIFICATE OF SERVICE

I, certify that I have served a true copy of the Complainant's Corrected Responses to the Philadelphia Gas Works Preliminary Objections and Motions to Strike as well as a true copy of the Complaint's Request for additional fifteen days in which to fully respond to their New Matter, Motion to Strike, Preliminary Objections, and etc..., sent to the Philadelphia Gas Works via their counsel Ms. Graciela Christlieb, at 800 W. Montgomery Avenue, Philadelphia, PA 19122 via Regular Mail on October 29, 2016.

Signed  Date 10-29-16