



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
P.O. BOX 3265, HARRISBURG, PA 17105-3265

IN REPLY PLEASE
REFER TO OUR FILE

ISSUED: July 7, 2006

C-20065801

RE-SERVED

WALLACE & JANET LOUISE MARTIN
1331 OAKDENE STREET
EAST LIBERTY
PITTSBURGH PA 15206-1949

DOCUMENT
FOLDER

Wallace E. and Janet Louise Martin

v.

Equitable Gas Company

DOCKETED
JUL 10 2006

TO WHOM IT MAY CONCERN:

Enclosed is a copy of the Initial Decision of Administrative Law Judge David A. Salapa. This decision is being issued and mailed to all parties on the above specified date.

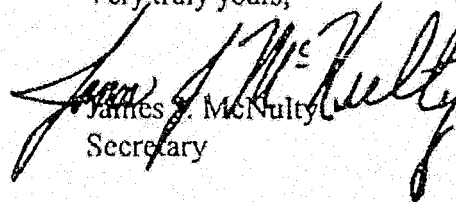
If you do not agree with any part of this decision, you may send written comments (called Exceptions) to the Commission. Specifically, an original and nine (9) copies of your signed exceptions **MUST BE FILED WITH THE SECRETARY OF THE COMMISSION 2ND FLOOR, KEYSTONE BUILDING, 400 NORTH STREET, HARRISBURG, PA OR MAILED TO P.O. BOX 3265, HARRISBURG, PA 17105-3265, within twenty (20) days** of the issuance date of this letter. The signed exceptions will be deemed filed on the date actually received by the Secretary of the Commission or on the date deposited in the mail as shown on U.S. Postal Service Form 3817 certificate of mailing attached to the cover of the original document (52 Pa. Code §1.11(a)) or on the date deposited with an overnight express package delivery service (52 Pa. Code 1.11(a)(2), (b)). If your exceptions are sent by mail, please use the address shown at the top of this letter. A copy of your exceptions must also be served on each party of record. 52 Pa. Code §1.56(b) cannot be used to extend the prescribed period for the filing of exceptions/reply exceptions. A certificate of service shall be attached to the filed exceptions.

If you receive exceptions from other parties, you may submit written replies to those exceptions in the manner described above within ten (10) days of the date that the exceptions are due.

Exceptions and reply exceptions shall obey 52 Pa. Code 5.533 and 5.535 particularly the 40-page limit for exceptions and the 25-page limit for replies to exceptions. Exceptions should clearly be labeled as "EXCEPTIONS OF (name of party) - (protestant, complainant, staff, etc.)".

If no exceptions are received within **twenty (20) days**, the decision of the Administrative Law Judge may become final without further Commission action. You will receive written notification if this occurs.

Very truly yours,


James J. McNulty
Secretary

Encls.
Certified Mail
Receipt Requested
mh

THOMAS S ANDERSON ESQUIRE
JOHN P LIEKAR JR ESQUIRE
YUKEVICH MARCHETTI LIEKAR & ZANGRILLI PC
11 STANWIX STREET SUITE 1024
PITTSBURGH PA 15222-1324

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Wallace E. & Janet Louise Martin

v.

Equitable Gas Company

:
:
:
:
:

C-20065801

INITIAL DECISION

Before
David A. Salapa
Administrative Law Judge

HISTORY OF THE PROCEEDING

On January 23, 2006, Wallace E. and Janet Louise Martin (Complainants) filed a complaint against Equitable Gas Company (Respondent) asserting that the Respondent shut off their natural gas service on October 20, 2005 and refused to restore service until the Complainants paid the balance due on their natural gas service bill in full. The Complainants also allege that the Respondent did not respond to their December 9, 2005 letter requesting a payment plan in order to restore service. The Complainants also assert that they have made payments on their natural gas bills and the Respondent has failed to credit all of their payments to their account. The Complainants request that the Commission investigate their complaints and determine whether the Respondent has acted appropriately.

The Respondent filed an answer to the complaint on February 17, 2006. The Respondent's answer alleges that the Complainants filed an informal complaint with the Commission's Bureau of Consumer Services (BCS) on July 26, 2005 and that BCS issued a decision on August 3, 2005 ordering the Complainants to pay \$233.00 per month. The Respondent admits that it shut off the Complainants' natural gas service on October 27, 2005 for non-payment

and that one of its service representatives informed the Complainants on December 8, 2005 that they would have to pay \$1,666.54 to have service restored. The Respondent asserts that it has made several attempts to contact the Complainants in response to their letter. According to the Respondent, it has properly credited all of the Complainants' payments to their account. The Respondent's answer requests that the Commission refer the complaint to mediation.

By hearing notice dated February 28, 2006, the Commission scheduled a telephonic hearing for this matter on May 2, 2006 at 9:00 a.m., and assigned the case to me. I issued a standard prehearing order on February 28, 2006 addressing, inter alia, requests for continuance; subpoena procedures, attorney representation and the Commission's policy encouraging settlements. By letter dated April 24, 2006, the Complainants requested that I reschedule the May 2 hearing due to a family medical emergency. By hearing notice dated April 27, 2006, the Commission rescheduled the telephonic hearing for this matter for June 13, 2006 at 10:00 a.m.

I conducted the initial hearing as scheduled on June 13, 2006 at 10:00 a.m. One of the Complainants, Janet Louise Martin, presented testimony. Thomas S. Anderson, Esquire represented the Respondent, which sponsored three exhibits that I admitted into the record. The initial hearing resulted in a transcript of thirty-six pages. The record closed on June 20, 2006, the date the transcript was filed with the Secretary's Bureau.

FINDINGS OF FACT

1. The Complainants in this case are Wallace E. and Janet Louise Martin, who reside at 1331 Oakdene Street, Pittsburgh, Pennsylvania, 15206. (N.T. 6)
2. The Complainants have resided at 1331 Oakdene Street for approximately thirteen years. (N.T. 6-7)
3. The Respondent in this case is Equitable Gas Company. (N.T. 7)
4. The residence at 1331 Oakdene Street is a single family dwelling (N.T. 7)

5. Wallace E. Martin has been out of work for a substantial period of time leading to non payment of the natural gas service bill for 1331 Oakdene Street. (N.T. 6-10)

6. In October, 2005, Respondent shut off natural gas service to the residence at 1331 Oakdene Street. (N.T. 7)

7. Respondent shut off the natural gas service at 1331 Oakdene Street because the Complainants failed to pay for the natural gas service at 1331 Oakdene Street. (N.T. 6-10)

8. The Complainants do not dispute the accuracy of natural gas service bills for the residence at 1331 Oakdene Street. (N.T. 7-8, 12-13)

9. The Complainants do not dispute that they owe the amounts billed by the Respondent for the natural gas service at 1331 Oakdene Street. (N.T. 7-8, 12-13)

10. In May, 2006 the Complainants paid the arrearages for the residence at 1331 Oakdene Street in full. (N.T. 10)

11. After the Complainants paid the arrearages for the residence at 1331 Oakdene Street in full, the Respondent contacted the Complainants and offered to restore natural gas service. (N.T. 8, 13)

12. As of the date of the hearing, the Complainants have not responded to the Respondent's offer to restore service to the residence at 1331 Oakdene Street. (N.T. 13-14)

13. As of the date of the hearing the Respondent has not restored natural gas service to the residence at 1331 Oakdene Street. (N.T. 14)

14. On December 29, 2005 representatives of the Respondent attempted to contact the Complainants by telephone to inform them that grants might be available to them to help

pay the natural gas service bills for the residence at 1331 Oakdene Street but no one answered the telephone. (N.T. 14-15, 18-20, Eq. Ex. #3, pg. 3)

15. On January 26, 2006, the Respondent received payments from the Complainants and its representatives attempted to contact them by telephone to inform them that grants might be available to them to help pay the natural gas service bills for the residence at 1331 Oakdene Street but no one answered the telephone. (N.T. 22, Eq. Ex. #3, pg. 5)

16. On February 3, 2006, the representatives of the Respondent contacted Jacqueline Martin by telephone but she did not have time to talk and indicated that she would call back. (N.T. 22, Eq. Ex. #3, pg. 6)

17. On February 6, 2006, the representatives of the Respondent contacted Jacqueline Martin by telephone and she indicated that Wallace would call back. (N.T. 23, Eq. Ex. #3, pg. 7)

18. On February 7, 2006, the representatives of the Respondent attempted to contact Wallace Martin by telephone but no one answered the telephone. (N.T. 23, Eq. Ex. #3, pg. 8)

19. On February 7, 2006, the representatives of the Respondent sent a letter to Wallace Martin requesting that he contact the Respondent's representative. (N.T. 23, Eq. Ex. #3, pg. 9)

20. On February 8, 2006, the representatives of the Respondent attempted to contact Wallace Martin by telephone but no one answered the telephone. (N.T. 23-24, Eq. Ex. #3, pg. 10)

21. On February 9, 2006, the representatives of the Respondent contacted Jacqueline Martin by telephone and she indicated that Wallace would call back. (N.T. 24, Eq. Ex. #3, pg. 11)

22. On February 24, 2006, the Respondent received payments from the Complainants and its representatives attempted to contact them by telephone to discuss a payment plan and to restore service but no one answered the telephone. (N.T. 24-25, Eq. Ex. #3, pg. 12)

23. Representatives of the Respondent were unable from their contacts with the Complainants to determine whether the Complainants were eligible for any assistance grants or to have their service restored. (N.T. 24)

24. On April 21, 2006, the representatives of the Respondent contacted Janet Martin by telephone in accordance with the February 28, 2006 prehearing order but Janet Martin received another telephone call and hung up. (N.T. 25, Eq. Ex. #3, pg. 13)

25. On April 24, 2006, counsel for the Respondent sent a letter to the Complainants informing them that they may qualify for grants to cover the balance of the amount due the Respondent for natural gas service for the residence at 1331 Oakdene Street. (Eq. Ex. #3, pg. 14)

26. On May 25, 2006, a representative for the Respondent contacted the Complainants by telephone and offered to restore natural gas service to the residence at 1331 Oakdene Street. (N.T. 25-26)

27. As of the date of the June 13, 2006 hearing, neither of the Complainants has responded to the Respondent's offer to restore natural gas service. (N.T. 26)

28. On August 3, 2005 the Commission's Bureau of Consumer Services issued a decision directing the Complainants to pay \$233.00 per month on the natural gas service account for the residence at 1331 Oakdene Street. (N.T. 27-28, Eq. Exs. #2 & #4)

DISCUSSION

The Complainants in this proceeding have the burden of proof to show that the Respondent is responsible or accountable for the problem described in the complaint. Patterson v. Bell Telephone Company of Pennsylvania, 72 Pa. PUC 196 (1990), Feinstein v. Philadelphia Suburban Water Company, 50 Pa. PUC 300 (1976). The Complainants must establish their case by a preponderance of the evidence. Samuel J. Lansberry, Inc. v. Pa. Public Utility Comm'n, 134 Pa. Commw. 218, 578 A.2d 600 (1990), alloc. den., 602 A.2d 863 (1992). To meet their burden of proof, the Complainants must present evidence more convincing, by even the smallest amount, than that presented by the Respondent. Se-Ling Hosiery v. Margulies, 364 Pa. 45, 70 A.2d 854 (1950).

In this case, the Complainants assert that the Respondent shut off their natural gas service in October, 2005 and refused to restore service until they paid the unpaid balance in full. The Complainants also allege that the Respondent did not respond to their December 9, 2005 letter requesting a payment plan in order to restore service. The Complainants do not assert in their complaint that Respondent failed to provide notice to them that it would shut off their natural gas service. At the hearing, Janet Martin stated that the Complainants do not assert that the Respondent's natural gas service bills are inaccurate or that the Respondent failed to credit all of their payments to their account (N.T. 12-13) I will therefore limit my decision to whether the Respondent's conduct after it shut off the Complainants' natural gas service violated any provision of the Public Utility Code or Commission regulations.

The Complainants contend that the Respondent did not attempt to restore the natural gas service to the residence at 1331 Oakdene Street after it shut off the service in October, 2005. According to the Complainants, the Respondent did not make any attempts to negotiate a payment arrangement that would allow restoration of natural gas service. Janet Martin testified that her brother, Wallace Martin had been out of work for a considerable period of time and this circumstance led to them not being able to pay for the natural gas service. (N.T. 6-10) Janet Martin testified that she and Wallace had made payments on the balance the entire time that the natural gas service was shut off and that they had paid off the arrearages in full in May, 2006. (N.T. 10)

The Respondent presented a different version of events. According to the Respondent, Wallace Martin filed an informal complaint with BCS and BCS issued an order on August 3, 2005 establishing a payment arrangement. (N.T. 27-28, Eq. Exs. #2 & #4) The BCS order directed Wallace Martin to pay \$233.00 per month beginning September, 2005. (N.T. 27-28, Eq. Exs. #2 & #4) The Complainants did not abide by the terms of the BCS order and as a result, the Respondent shut off the natural gas service to the residence at 1331 Oakdene Street.

After shutting off the Complainants' natural gas service, the Respondent's representatives attempted to contact the Complainants to provide them with information on grants that would aid them in paying their arrearages, to acknowledge receipt of their payments on the account and to attempt to establish a payment arrangement on the arrearages. (N.T. 14-26, Eq. Ex. #3) According to the Respondent's witness, the Complainants did not respond to the contacts. Janet Martin testified that she received the information on grants but that she and Wallace determined that they were not eligible to receive the grants and did not apply for the grants. (N.T. 8, 14-15) The Respondent's witness stated that she was never able to gather sufficient information from the Complainants to determine whether they were eligible for any of the assistance grants or whether they were eligible for a payment arrangement on the arrearages. (N.T. 24)

The Respondent's witness also testified that she contacted Wallace Martin by telephone on May 25, 2006 after the Complainants paid the arrearages in full and offered to restore natural gas service to the residence at 1331 Oakdene Street. (N.T. 25-26) Wallace indicated to the witness that he wanted to talk to his sister and would call back. (N.T. 25-26) As of the date of the hearing, neither of the Complainants had contacted the Respondent's witness to restore natural gas service to the residence at 1331 Oakdene Street. (N.T. 26) Janet Martin did not present any evidence to rebut this testimony.

I find that the Respondent's documents and testimony that it attempted to contact the Complainants in order to restore service to the residence at 1331 Oakdene Street are entitled to more weight than the Complainant's testimony that the Respondent made no effort to restore service. I reach this conclusion for several reasons. First, the contact log marked as Eq. Ex. #3 shows

numerous attempts by the Respondent to contact the Complainants. The Respondent keeps these logs in the ordinary course of business as business records. Janet Martin did not present any evidence to refute the information shown in the logs. In particular, she did not deny that several times Respondent's representatives contacted her to address various issues. (N.T. 22-25, Eq. Ex. #3, pgs. 6, 7, 11, 13) I conclude that the Respondent made numerous attempts to contact the Complainants after it shut off natural gas service to the residence at 1331 Oakdene Street in October, 2005 and that the Complainants did not respond to these contacts.

Second, the Respondent's witness also testified that she contacted Wallace Martin by telephone on May 25, 2006 after the Complainants paid the arrearages in full and offered to restore natural gas service to the residence at 1331 Oakdene Street. (N.T. 26) Wallace indicated to the witness that he wanted to talk to his sister and would call back. As of the date of the hearing, neither of the Complainants had contacted the Respondent's witness to restore natural gas service to the residence at 1331 Oakdene Street. (N.T. 26) Janet Martin did not present any evidence to rebut this testimony. I conclude that the Respondent, after the Complainants paid the arrearages in full, contacted the Complainants attempting to restore service and that the Complainants did not respond to that contact.

Third, the Respondent's witness testified that the Respondent sent information to the Complainants regarding assistance grants that the Complainants could use to pay their arrearages. Janet Martin acknowledged that the Complainants received this information but did not act on it because they believed that they did not qualify for the assistance. (N.T. 8, 14-15) Because the Complainants never responded to the assistance grant information that the Respondent provided, the Respondent was unable to determine if the Complainants qualified for the grants. I conclude that the Respondent sent assistance grant information to the Complainants to aid them in attempting to pay the arrearages but did not receive any information from the Complainants in response.

With the enactment of the Responsible Utility Customer Protection Act, 66 Pa. C.S. §§1401-1418, the Pennsylvania General Assembly has directed how public utilities shall reconnect service. In this case, since there are no allegations in the complaint or evidence presented at the hearing to support a finding that the Respondent's October, 2005 termination of the Complainants'

natural gas service was improper, the provision at 66 Pa. C.S. §1407(b)(4) governs reconnection of the Complainants' natural gas service. The provision at 66 Pa. C.S. §1407(b)(4) states that a public utility shall reconnect service within three days for proper terminations from April 1 to November 30 if the customer has met all applicable conditions. The question here is whether the Complainants met all applicable conditions.

The provisions at 66 Pa. C.S. §1407(c) provide that a public utility may require that a customer pay the outstanding balance together with any reconnection fees prior to reconnection of service. In this case, the Complainants did not pay the outstanding balance and meet the condition that would require the Respondent to reconnect their natural gas service until May, 2006. The Complainants have now paid their arrearages in full and have not responded to the Respondent's attempts to restore service. If they wish to restore their natural gas service now, the Complainants need only contact the Respondent and pay the Respondent's reconnection fee. Once they have complied with the provisions of 66 Pa. C.S. §1407, the Respondent is under a statutory obligation to restore service within three days. I find that the Respondent acted in accordance with the Public Utility Code and Commission regulations in attempting to reconnect Complainants' natural gas service.

Depending upon the customer's income and whether it has defaulted on two or more payment agreements, 66 Pa. C.S. §1407(c) provides that the customer may pay the outstanding arrearage balance required for reconnection over a period of up to twenty-four months. Chapter 14 Implementation, Second Implementation Order, Docket No. M-00041802F0002, (Order entered September 12, 2005) According to the Complainants, after the Respondent shut off their natural gas service, the Respondent's representative informed them that they had to pay the entire balance prior to reconnection of service when they contacted the Respondent. However, when the representatives of the Respondent subsequently attempted to contact them to provide information and determine eligibility for assistance grants and a payment plan, the Complainants did not respond. Therefore, the Respondent could not determine the Complainants' income level and whether they qualified for an arrearage payment plan pursuant to 66 Pa. C.S. §1407(c).

If the Complainants wished to pay the balance on the arrearages over a period of time in order to have their service restored, they had an obligation to provide information to the Respondent's representatives so that the Respondent could determine whether the Complainants met the statutory requirements for such a repayment plan. The Complainants foreclosed that possibility by not responding to the Respondent's attempted contacts. Since the Complainants never provided information regarding their household income, the Respondent had no statutory obligation to offer such a payment plan pursuant to 66 Pa. C.S. §1407(c). I find that the Respondent acted in accordance with the Public Utility Code in this regard.

Based on the evidence produced, I conclude that the Complainant has failed to prove by a preponderance of the evidence that the Respondent failed to comply with the provisions of the Public Utility Code by requiring that the Complainants pay the arrearages on the bill for natural gas service to the residence at 1331 Oakdene Street prior to restoring service. Since the Complainants have failed to establish the allegations set forth in their complaint, I will deny the complaint and enter the following order.

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the subject matter and parties to this proceeding. 66 Pa. C.S. §701
2. Pursuant to 66 Pa. C.S. §332(a), the burden of proof in this proceeding is on the Complainants.
3. The Complainants have not met their burden of proving that they are entitled to relief. 66 Pa. C.S. §332(a).

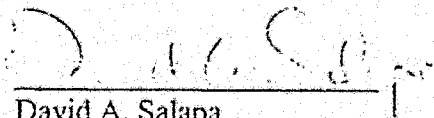
ORDER

THEREFORE,

IT IS ORDERED:

1. That the complaint of Wallace E. and Janet Louise Martin against Equitable Gas Company at Docket No. C-20065801 is hereby denied.
2. That the record at Docket No. C-20065801 is marked closed.

Date: June 26, 2006



David A. Salapa
Administrative Law Judge

Act 294

SECRETARY'S OFFICE
2006 JUL 17 10:18:30

Case Identification:

C-20065801; Wallace E. and Janet Louise
Martin v. Equitable Gas Company

DOCKETED
JUL 20 2006

Initial Decision By:

ALJ David A. Salapa

Deadline for Return to OSA:

July 13, 2006

**DOCUMENT
FOLDER**

This decision has not been reviewed by OSA.

RECEIVED
2006 JUL 13 AM 8:23
OFFICE OF SPECIAL
ASSISTANTS

* * * * *

I want full Commission review of this decision.

Commissioner

Date

I do not want full Commission review of this decision.

Handwritten Signature
Commissioner

JUL 12, 2006
Date

Commissioner

Date

Act 294

Case Identification:

C-20065801; Wallace E. and Janet Louise
Martin v. Equitable Gas Company

Initial Decision By:

ALJ David A. Salapa

Deadline for Return to OSA:

July 13, 2006

This decision has not been reviewed by OSA.

RECEIVED
2006 JUL -7 PM 12:16
OFFICE OF SPECIAL
ASSISTANTS

* * * * *

I want full Commission review of this decision.

Commissioner

Date

I do not want full Commission review of this decision.

✓ James H. Cawley

Commissioner

7/7/06

Date

Shane

Act 294

Case Identification: C-20065801; Wallace E. and Janet Louise Martin v. Equitable Gas Company

Initial Decision By: ALJ David A. Salapa

Deadline for Return to OSA: July 13, 2006

This decision has not been reviewed by OSA.

RECEIVED
2006 JUL 14 AH10:13
OFFICE OF SPECIAL ASSISTANTS

* * * * *

I want full Commission review of this decision.

Commissioner

Date

I do not want full Commission review of this decision.

Bill Shane, SB
Commissioner

7/13/06
Date

Act 294

Case Identification: C-20065801; Wallace E. and Janet Louise
Martin v. Equitable Gas Company

Initial Decision By: ALJ David A. Salapa

Deadline for Return to OSA: July 13, 2006

This decision has not been reviewed by OSA.

RECEIVED
2006 JUL 13 PM 3:28
OFFICE OF SPECIAL
ASSISTANTS

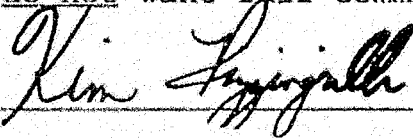
* * * * *

I want full Commission review of this decision.

Commissioner

Date

I do not want full Commission review of this decision.



Commissioner

7-13-06

Date

Act 294

Case Identification: C-20065801; Wallace E. and Janet Louise
Martin v. Equitable Gas Company

Initial Decision By: ALJ David A. Salapa

Deadline for Return to OSA: July 13, 2006

This decision has not been reviewed by OSA.

RECEIVED
2006 JUL -5 PM 8:05
OFFICE OF SPECIAL
ASSISTANTS

* * * * *

I want full Commission review of this decision.

Commissioner Date

I do not want full Commission review of this decision.

Terrance J. Fitzpatrick _____
Commissioner Date
6/30/06

Act 294

Case Identification:

C-20065801; Wallace E. and Janet Louise
Martin v. Equitable Gas Company

Initial Decision By:

ALJ David A. Salapa

Deadline for Return to OSA:

July 21, 2006

This decision has not been reviewed by OSA.

RECEIVED
2006 JUL 20 PM 2:41
OFFICE OF SPECIAL
ASSISTANTS

* * * * *

I want full Commission review of this decision.

Commissioner

Date

I do not want full Commission review of this decision.

Terence J. Fitzgerald
Commissioner

7/12/06
Date

Act 294

RECEIVED
2006 JUL 25 AM 9:08
SECRET

Case Identification:

C-20065801; Wallace E. and Janet Louise
Martin v. Equitable Gas Company

DOCUMENT
FOLDER

Initial Decision By:

ALJ David A. Salapa

Deadline for Return to OSA:

July 21, 2006

RECEIVED
2006 JUL 24 AM 8:39
OFFICE OF SPECIAL
ASSISTANTS

This decision has not been reviewed by OSA.

DOCKETED
* AUG 15, 2006

I want full Commission review of this decision.

Commissioner

Date

I do not want full Commission review of this decision.

Janet Louise Martin
Commissioner

JUL 24, 2006
Date

Act 294

Case Identification:

C-20065801; Wallace E. and Janet Louise
Martin v. Equitable Gas Company

Initial Decision By:

ALJ David A. Salapa

Deadline for Return to OSA:

July 21, 2006

This decision has not been reviewed by OSA.

RECEIVED
2006 JUL 21 AH10:30
OFFICE OF SPECIAL
ASSISTANTS

* * * * *

I want full Commission review of this decision.

Commissioner

Date

I do not want full Commission review of this decision.

✓ James H. Cawley

Commissioner

7/21/06

Date

Star

Act 294

Case Identification:

C-20065801; Wallace E. and Janet Louise
Martin v. Equitable Gas Company

Initial Decision By:

ALJ David A. Salapa

Deadline for Return to OSA:

July 21, 2006

This decision has not been reviewed by OSA.

RECEIVED
2006 JUL 21 PM 2:57
OFFICE OF SPECIAL
ASSISTANTS

* * * * *

I want full Commission review of this decision.

Commissioner

Date

I do not want full Commission review of this decision.

Bill Shane^{SB}
Commissioner

7/21/06
Date

Act 294

Case Identification:

C-20065801; Wallace E. and Janet Louise
Martin v. Equitable Gas Company

Initial Decision By:

ALJ David A. Salapa

Deadline for Return to OSA:

July 21, 2006

RECEIVED
2006 JUL 21 PM 3:07
OFFICE OF SPECIAL
ASSISTANTS

This decision has not been reviewed by OSA.

* * * * *

I want full Commission review of this decision.

Commissioner

Date

I do not want full Commission review of this decision.

Kim Fitzgerald

Commissioner

7-21-06

Date

Monday, July 24, 2006

ORD

RECEIVED

JUL 24 2006

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

**James J. McNulty, Secretary
Commonwealth of Pennsylvania
Pennsylvania Public Utility Commission
2nd Floor, Keystone Building
400 North Street
Harrisburg, Pennsylvania 17105-3265**

**SUBJECT: EXCEPTIONS REGARDING C-20065801
WALLACE E. MARTIN JR. AND
JANET LOUISE MARTIN
1331 OAKDENE STREET, EAST LIBERTY
PITTSBURGH, PA 15206-1949**

Dear Mr. McNulty:

First, my brother and I ask for an extension of time to submit the aforementioned exceptions. After months of sickness and hospital stays, we lost our dear mom on Sunday, July 16th. She was buried on July 20th. That being said, we wish to submit the following Exceptions to Judge David A. Salapa's Order of June 26, 2006.

EXCEPTIONS

- (1) We are forced to ask, how seriously are we being taken when our address on the cover letter was incorrect - 336 Oakdene Street????? Our correct address is 1331 Oakdene Street.**
- (2) My brother and I find it peculiar that we never received a copy of the transcripts from the telephone hearing. Is there a reason why we didn't get a copy for our own reference and review?**

DOCUMENT
FOLDER

DOCKETED
AUG 8 2006

105

- (3) The respondent (Equitable Gas) was never told or indicated at this telephone hearing that we would/should get a copy of all their documents and exhibits. Is there a reason for this?**
- (4) Page 2 - "The respondent's answer requests that the Commission refer the complaint to mediation." In my letters of February 22, 2006, April 25, 2006 and June 9, 2006, my brother and my stance and attitudes were "no hearings". We did not want to meet with Equitable Gas. So we ask the question, why were our wishes denied, but Judge Salapa granted the respondent (Equitable Gas) "request that the Commission refer the complaint to mediation" Why were our wishes ignored? Plus the fact, Judge Salapa took the liberty, (without my knowledge or permission) of calling me on my job to conduct a hearing. He should have never done this.**
- (5) Page 3 - Point 14 - "On December 29, 2005, representatives of the respondent attempted to contact the Complainants by telephone to inform them that grants might be available to them to help pay the natural gas service bills for the residence at 1331 Oakdene Street." This is bogus for two reasons:**
- (1) Why didn't Equitable Gas attempt to call or write my brother and attempt to financially help him when the bill was \$900 or \$1,500 dollars. Why did Equitable wait until the bill exceeded \$2,000 and we contacted the PUC before saying something about alleged Grant Money?**
- (2) I spoke with an employee I know who is a G/R and was told this money is primarily for low income families primarily single women with children and people on fixed incomes. My brother and I are both single and neither of us have any**

children. Although my brother has had job problems, luckily I work steady and make pretty good money. The short of this is, we would not have qualified for any grant monies, we knew/know this, and took Equitable's faked Grant Talk with a grain of salt. This grant crap, regarding our case is/was a smoke screen to distract Judge Salapa's focus on the real issue, (and unfortunately, Jud Salapa fell for it.)

- (6) Page 7 - "I find that the Respondent's documents and testimony that it attempted to contact the Complainants in order to restore service to the residence at 1331 Oakdene Street are entitled to more weight than Complainant's testimony that respondent made no effort to restore service." Judge Salapa had/has no intention or interest in putting any validity on anything we had to say or any of our correspondence. He totally ignored the following facts:

As of December 5th, we mailed in \$504.38
Equitable said nothing about restoring service;

As of Tuesday, December 28th, we had paid \$914.66 - Equitable said nothing about restoring service;

As of Monday, January 23, 2006 we had paid \$1,313.57, Equitable said nothing about restoring service;

As of April 24, 2006, the balance was only \$289.87, Still Equitable said nothing about restoring service;

Finally, on May 22nd the bill was paid in full - Only then did Equitable start making phone calls about restoring service;

As a matter of fact a letter dated May 22, 2006 was Sent via certified mailing to Secretary McNulty, Judge Salapa and T. S. Anderson, Esq. stating:

- (1) The bill had been paid in full;**
- (2) A copy of the money orders and**
- (3) The fact that service stayed off for SEVEN MONTHS (NOT ONLY THE COLDEST MONTHS OF THE YEAR BUT DURING HOLIDAYS)**

**HALLOWEEN, THANKSGIVING, CHRISTMAS
NEW YEAR, MARTIN LUTHER KING JR DAY,
VALENTINE'S DAY, HOLY FRIDAY, EASTER.**

**THIS SITUATION WAS ALSO OUTLINED IN A
LETTER DATED APRIL 26, 2006 TO GOVERNOR
RENDELL'S OFFICE AND ALL THE MEMBERS
ON THE PUC COMMISSION**

If Judge Salapa had been paying any attention to the facts, money orders, letters, our efforts to pay and freezing our A_____ off for seven months there is no way he could state, "respondents (Equitable Gas) are entitled to more weight."

FINALLY

Page 9 - Exception 7 - "Need only contact the Respondent (Equitable Gas) and pay the respondent's (Equitable Gas) reconnect fee."

Please tell me this is a mis-print. We have to pay a re-connect fee to people who kept heat off for over seven months until the bill was paid in full.

Seriously, please rethink this, because this is just adding insult to injury.

Further, based on all the above information and letters I have been forwarding to your attention, we sincerely hope you will determine our claim should not be denied and that Judge Salapa acted improperly and hastily when he ruled in Equitable's favor without paying any attention to circumstances, treatment payments being made or letters.

Thank you.

*Wallace E. Martin, Jr. and
Janet Louise Martin*
**Wallace E. Martin, Jr.
Janet Louise Martin
1331 Oakdene Street
East Liberty
Pittsburgh, Pennsylvania 15206-1949**