

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

IFEDOO ENIGWE  
v.  
PHILADELPHIA GAS WORKS

Case No. F-2016-2551964

NOTICE OF EXCEPTIONS

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2017 APR 20 AM 10:27  
PA P.U.C.  
SECRETARY'S BUREAU

This is to enter my notice of exceptions to the factual findings and decision of the Administrative law judge who presided in this matter.


Pertinent Facts

The points in my complaint against the Philadelphia Gas Works are simple: (1) I owed money to the PGW and was willing to resolve my debt with help from a local organization called Utility Emergency Services Fund (UESF). UESF itself was also willing to help me pay off my debt. At the time, I contacted UESF, what I owed could have been wiped out by the \$1,500 pledged by UESF. However, with the steps that I was told to take, to wit, applying for LIHEAP and CRISES, all of which to qualify for UESF, PGW went ahead and invalidated the one ground for me to qualify for UESF. (It should be noted that UESF had once helped me with my water bill when I received a shut off notice from the Philadelphia Water Department. The Water Department did not suddenly make it impossible for me to receive UESF help.

(2) PGW claimed that UESF usually call them twice to verify who has shut off notice. PGW never said why UESF would need to call them twice in any given case. While this Administrative law judge credited that fact, I respectfully submit that it's a falsity. I was not put on notice that such falsity would be presented by PGW so that I could secure a witness from UESF, or at least PGW should have presented evidence of each time UESF made those alleged

two calls on each case that they lent help. Therefore, the Administrative Law Judge should not have relied on such falsity to make his ruling. (3) The PGW also tendered another falsity, that I was advised to wait until 30 days after CRISES paid in \$500 in my behalf so that another shut off notice would be entered against me. If such advise was given to me, there wouldn't have been any reason why I would not have adhered to it. Instead, I was simply told: " *sorry, our computer could not generate another shut off notice.*"

The Administrative Law Judge here relied on these falsities to rule that PGW is not responsible for the loss of \$1500. However, because PGW caused me to lose the free benefit I stood to gain in resolving the debt, prudence and equity require that PGW should eat that \$1500. And any calculation of payment arrangements for a 1/36<sup>th</sup> would start with a clear subtraction of \$1500. Alternatively, a remand could be ordered so that UESF employees could be subpoenaed, and so that PGW could show a record of them so-called advising me to wait for 30 days so that another shut off notice would be generated.

Signed: Ifedoo Enigwe   
7710 Gilbert Street  
Philadelphia, PA 19150

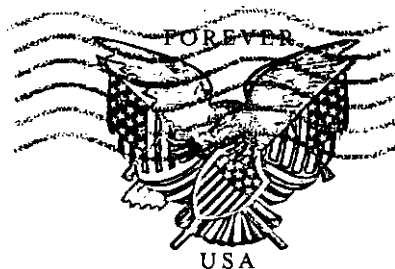
Copies sent to:  
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