

**BEFORE
THE COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
Office of Administrative Law Judge Hon. Devoe
400 NORTH STREET, HARRISBURG, PA 17120**

**Jacquelyn B. N’Jai
Complainant**

Vs.

C-2020-3016134

**People’s Natural Gas Company LLC
Respondent**

**BRIEF OF THE COMPLAINANT
JACQUELYN B. N’JAI**

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November 27, 2020

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I. JURISDICTION

- D. Complainant Exhausted People's Administrative Remedies
- E. Complainant Filed a Complaint in the PA Public Utility Commission
- F. Briefing Order Dated 10/27/2020

II. STATEMENT OF THE CASE

- A. Multiple meet and confers were held between People's natural Gas Company and the Complainant, 2012-2020.
- B. This case was filed on _____, 2020.
- C. More meet and confers were held between Peoples Gas Company and the Complainant, but were not productive.
- D. A hearing was scheduled on April ,2020 and rescheduled. It was postponed until June 10, 2020 due to pandemic/getting documents sent in April to the ALJ.
- E. On 10/5/2020, a hearing was held.
- F. On 10/27/2020 a briefing schedule was ordered by Judge Devoe.
- G. Briefs are due by 11/27/2020.
- H. Reply Briefs were ordered by 14 days after the original briefs.
- I. Complainant is filing the timely and original brief.

III. STATEMENT OF THE FACTS

A. Long Term Complaints of Overcharges

- (1) The Customer found out that Peoples Gas Company was billing her for gas being used at the wrong address 2012. (116 Lloyd Avenue)
- (2) The Customer filed multiple complaints against the Utility Company
- (3) Peoples was over charging at the onslaught for bills beginning 7/2012, when Complainant did not even move into 7801 Lloyd Avenue until 8/15/2012.
- (4) Complainant decided to read her own meter to compare to billing readings.
- (5) Complainant discovered the extent of the overages when Peoples claimed the reading was 708.4, when the meter read 610.7 in December of 2019, and the bill that was 0.00 in November, shot up to 90.00 in December.

B. Inaccurate Meter Reading Practices According to Peoples

- (6) Higher number vs lower number
- (7) Reading Right to Left vs Left to Right
- (8) No Refunds No Correction Policy

C. Complaint to the PUC

- (9) Peoples' statements are contrary to PUC Regulations
- (10) Peoples was seen tampering with the meter dial
- (11) Inconsistent Statements about being at the Meter
 - A. Not at the meter 1/22/2020 (Stated on record June 10, 2020)
 - B. Admit meter/dial was inaccurate and needed testing as a rationale for being at the meter.

- C. Offered \$50.00 refund, for which the Complainant did not settle for.
- D. Complainant discovered more of Peoples' attempts to defraud her when it submitted some documents to the PUC that were bogus, such as the meter picture that was on 6 in 2017, that obviously was not the Complainant's meter, and billing spread sheets that charged her from 7/2012 prior to her moving into the apartment.

D. Unsuccessful Meeting and Conferring

- (1) Admittance to ill functioning meter dial, and admitted to doing service on the meter, without any request or work order discussion as the meter is outdoors and accessible 24/7.
- (2) Refusal to refund and/or credit for overcharges based upon irrational basis (I.e. she will not have paid any gas bill since 2012-2020 if they follow the PUC Statutes that require Utility Company's to.
- (3) Intent to defraud the Complainant by giving false readings, altering the meter and meter readings, and charging her up to 87.0+ more in usage than used 2012-2020.

E. October 5, 2020 Hearing

- (1) Testimony was given by Complainant that Peoples' was at the meter multiple times but no work order 2012-2019 was known to the Customer until 2020. See exhibit.
- (2) It was admitted that Peoples did service the meter on 1/22/2020 and other times.
- (3) Even though meter needed serviced, causing questionable readings and higher rates, Peoples refuse to refund or credit do to some erroneous notion that the amount Customer will have to pay 0.00, if they follow the PUC statute.
- (4) Evidence in behalf of the Complainant were admitted as C1-C-12 or 13, and she incorporates them all into this brief.
- (5) Evidence was given by a Peoples' Gas Company representative, and documents were offered and entered into evidence as well.

IV. ARGUMENT

Complainant has complained about Peoples inaccurate billing since 2012. In 2012 Peoples was charging the customer gas bills for the address **116 Lloyd Avenue** where Complainant/customer does not and have not ever lived, as she lives at **7801 #116 Lloyd Avenue** instead. The adjustments are not reflective of a refund, credits, nor readings for that 116 Lloyd Avenue address in Peoples' documents submitted on 6/10/2020, nor 10/5/2020.

Since 2012, according to **the witness of the People's Natural Gas Company**, at the 10/5/2020 telephone hearing, the following facts are allegedly true:

1. Peoples **read the gas meter from right to left**. The customer's reading the gas meter from left to right is inaccurate.
2. They **took the highest number** of any of the 4 dials when it was pointing in between numbers.
3. When they changed the reading sent in by the Complainant that read **610.7 vs 708.4**, they **had no intention on refunding, nor crediting the Complainant** because Peoples claim its reading from right to left was correct and not exhibit C3 that are actual meter reading pictures that should have been read from left to right.¹
4. That when they came to the meter on 1/22/2020, it was a coincidence that the dial changed from noticeably **closer to 6**, to **closer to and near at 7** in 1 day 1/23/2020, because that happened to be the 2 year date for it to move on it's own to the 7.
5. That a justification for not refunding, nor crediting the customer, is because if they were **to make corrections, refunds, or credits, then Complainant will have never paid any bill**, and **would have used gas for free** from the time she moved in 2012, up to 2020.
6. Outside of the **witnesses' contradictory testimony**, the only **circumstantial and contradictory burdens of proof** consisted of the Utility Company's constructed charts, and misconstrued applications of pictorial meter readings.

As a result of their testimony and alleged facts, Peoples claim that the high bills they charged the Complainant, warrant the customer owing approximately \$90-100.00 per month in even very mild-winter, and 18-30 dollars in the summer when the heat is turned completely off, except for a pilot switch, and a gas cooking stove.

To the contrary, the Complainant, N'Jai argues that the following is true, and she has submitted an abundance of relevant and exculpatory evidence to support her claims² that:

1. The gas meter should have been read from **left to right**, not right to left.

Clearly, the reading of Peoples from **right to left of a gas meter**, shows the reason and proof that the meter was being read inaccurately, in an effort to over charge the customer at a higher rate than actual usage.

¹ See Ex. C- an email acknowledging that the 708.4 was changed to 610.7, but that did not happen.

² See C-1 through C-13 submitted on the record on October 5, 2020, that were accepted onto the record.

Even taking the Peoples Gas Company as true, reading the December gas meter picture inaccurately from right to left would contradictory show the meter at **7 0 1. 6**, still not **7 0 8.4** as the December bill claimed. Reading the meter correctly, it clearly shows **6 1 0. 7**. Evidence shows that Peoples charged the customer **87.7** more overcharged usage than was actually used, and that is why the bill went from **0.00 balance** the end of November 2019, to **\$90.00 balance** at the beginning of December, or within days later.

2. The **lowest number should be chosen** when the dials are in between numbers

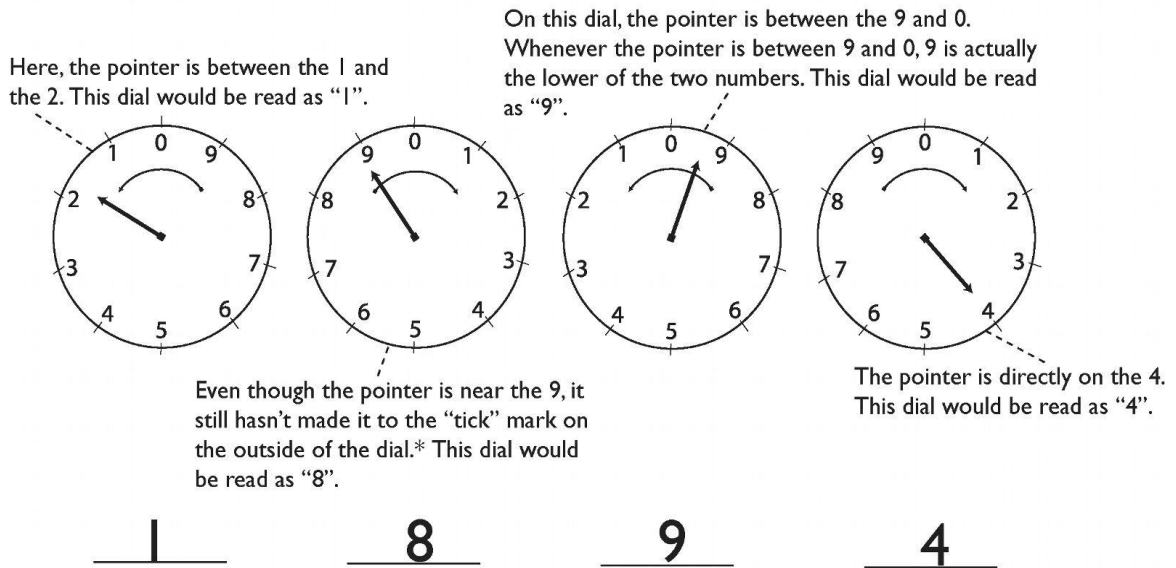
According to the PUC, a customer reading his/her own meter should:

“Take a picture of the dial for your records.

- Ignore any red dials that are marked “100 per rev” or any dial that is significantly larger than the other dials.
- **Read the dials from left to right.**
- **Starting with the furthest left dial,** write down the number that the dial hand hovers over.
- **If the dial falls between two number, write down the lower number** (even if it is closer to the higher number). If, however, the dial is in between 9 and 0, write down 9 since technically the 0 marks the beginning of a new rotation and hence a higher number.
- If a dial is in between 9 and 0, write down 9 and then reduce the previous number by one. For example, if your second dial was 2 and the third dial fell between 9 and 0, write down 1 for the second dial and 9 for the third dial.”

Below is an example of how PUC states the person should read a gas meter, in 100% contradiction to how Peoples claim to read it. I quote: “ ”

A typical gas meter has four dials. The first and third dials spin counter clockwise, while the second and fourth dials spin clockwise. When reading the meter, if the arm is between two numbers ALWAYS use the lower number.

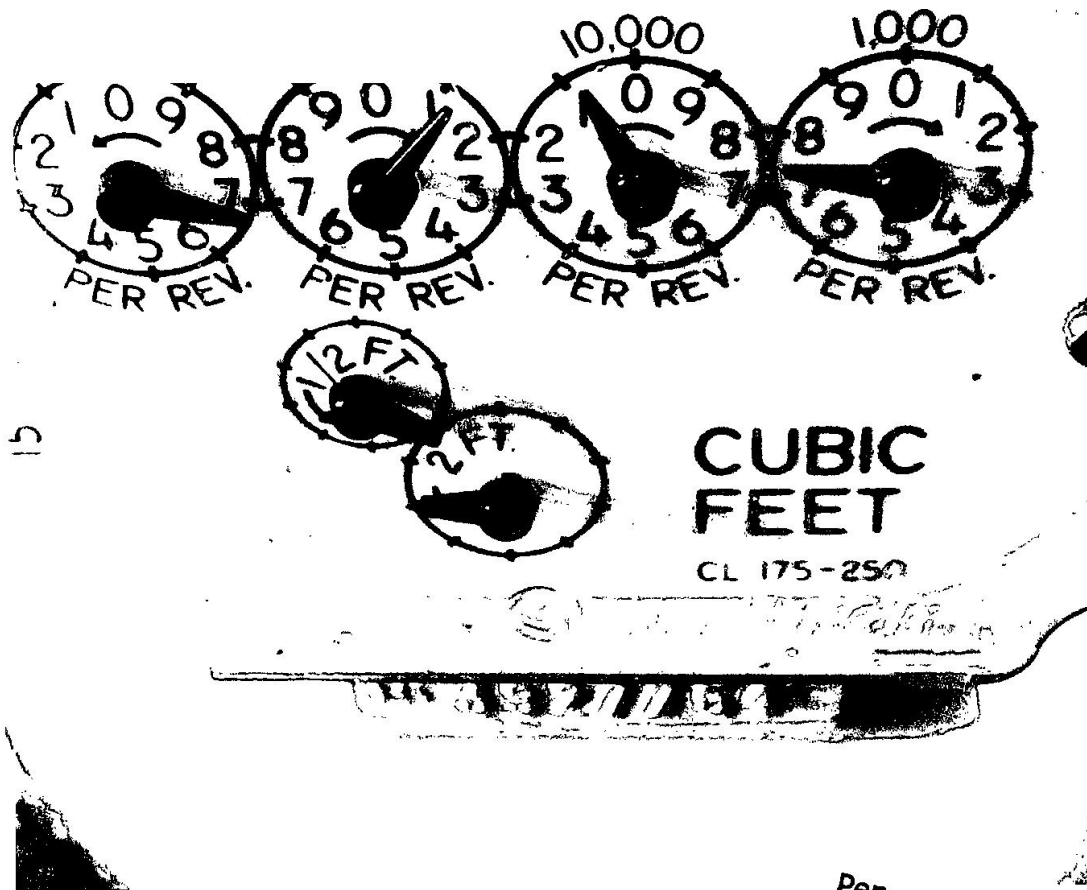


* If you are having trouble telling if the pointer has passed a number, look at the dial to the right of the dial in question. If the dial to the right has passed the 0, use the higher number. If the dial to the right has not passed the 0, use the smaller number.

By the Ohio Public Utility Commission.

If the PUC and the customer believe Peoples Gas Company's way of reading the meter from right to left, this reading would be **2 9 9 4**, not **1 8 9 4**. In bad faith Peoples would charge a customer accordingly for gas usage **11.0** points higher than what's actually being used, as it did the Complainant from 2012-2020.

Revisiting the Meter Reading for December 2019 that was offered into evidence, and applying the reading in accordance with the PUC, there is no way to rebut that the reading was done incorrectly on the part of the Utility Company and not the customer. According to People's witness' own words, this meter reading would be read by the utility company as **7 0 1.7**, from right to left. Yet, the bill read **7 0 8.4**, for which they charged the customer from **0.00 to 90.00**. The Company's reasoning makes no sense.



Dec. 2019 Pen

If Peoples does this to all of its customers, then they would be continuously and unfairly enriched, and in violation of the PUC regulations.

Here is another example of the correct way to read a meter, just like the customer did.

“Dial:

Most SRP meters are dial-type meters that have four or five clock-like faces numbered in clockwise and counterclockwise directions (see Figure 2.). Follow these guidelines when reading the dials:



FIGURE 1

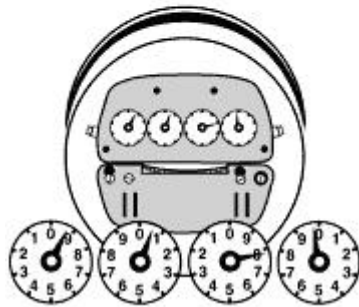


FIGURE 2

- **If the pointer is between two numbers, record the lowest number.** (Unless it is 9 and 0, and then you should record the 9.)
- **If the pointer is directly on a number, look at the dial to the right.** If the pointer is between 9 and 0, record the smaller number. If it is between 0 and 1, record the larger number.
- **To calculate usage, read the numbers you recorded for each dial from left to right** (our example reading would be 9079). To determine how many kilowatt-hours (kWh) you have used, subtract the previous reading from the current reading and multiply the difference by the meter multiplier, which can be found on your meter.”

If Peoples Gas Company would follow its inaccurate way of reading a meter, then the meter in Figure 2, would read **9709**, which is a **63.0** overcharge in usage.

Once again, Peoples Gas Company not only deliberately misread the meter for years, but also it sought to cover up its actions by tampering with the meter dial that evidence shows reset itself because in February the dial went back to or reset to 6. It did not show **699.00**, nor **7** something until after People’s was seen at the meter multiple times. Peoples also lied on the record that no agent was even there at the first hearing and during meeting and conferring with the customer, and then when the

customer presented strict proof they were there, Peoples sought to suppress the picture of its truck at the meter, which was denied.

Title 66: Sec. 332(a)(b)(c) and (d) also supports a finding in favor of the customer vs the utility company, because the usage on the bill is not reflective of the usage on the meter readings for the same time frame.

For example, according to People's own evidence, in October 2, 2019 the bill allegedly read at **698.4**, the November 1, 2019, the reading was **699.8**, and by April 2020 the reading was at **741.1**. Yet, in in December the meter was reading at **610.7**, and did not get to **738.1** until 2/8/2020. Currently, in November 12, 2020, the meter is reading at **750**, **9** months later. How can that be?

As a result of what People's did and has been doing, the billing information is in violation of Section 56.15(2), because each bill claims to be an actual reading when indeed they could not possibly have been as the bills are not reflective of the pictorial meter readings. They were estimates, despite the billing reflection of such.

“Beginning and ending meter readings for the bill, if estimated shall contain a clear and conspicuous marking of the word “estimated.”

Finally on this matter, it has been clear that the customer has requested multiple times that she wants an actual reading. She has every right to read the meter, have it included, and to have the bill adjusted as such. People's own words indicate that it refused to include her reading for December, after it claimed to have done so by email and by phone, and then never sent the Customer any meter reading cards whatsoever.

3. Since each time she paid hundreds of dollars, [**after it was 0.00 by the end of November because** she paid a total of 500.00-600.00- days prior to Peoples charging her 90.00 in December], the argument of Peoples **refunding or crediting her bill caused by** People's overcharges, and claiming that she allegedly will have paid 0.00

from 2012-2020, is negated, not relevant, mooted, and contradicts the regulatory requirement of the PUC that mandates, Peoples to do the following:

(i) “When the actual meter reading establishes that the customer was over billed due to an error in the readings of the remote reading device, the public utility shall credit or refund to the customer the amount overbilled plus interest calculated under =C2=A7 56.181(3) (relating to duties of parties; disputing party’s duty to pay undisputed portion of bills; public utility’s duty to pay interest whenever overpayment found).”

Even the PA and OH or all PUCs state, that the meter should be read from left to right and that the lowest numbers should be charged, unless it is pointing between “0” and “9”, and if an error occurs credit, refund with interest must occur, not making up stories claiming to do so would give the customer free gas.

4. **Tampering with the gas meter is an arbitrary and capricious crime**, to cover up the inaccurate meter readings being done to justify higher charges for gas not even being used.

VIII. EVIDENCE

See C1-C13 submitted into evidence during the 10/5/2020 hearing. Customer’s testimony on 6/10/2020 and 10/5/2020. People’s own exhibits that are contrary to what it is alleging.

C:1	Nov. Bill
C:2	Dec. Meter/Bill 12/11/19
C:3	Jan. Bill
C:4	
C:5 1/22/2020 1/10/2020 7/21/2020	Picture of Peoples’ truck outside tampering with the meter/witnessed by complainant
C:6	1/23/2020 reading after truck was here 1/22/2020 unstable
C:7	Email: from Peoples that the error 708.4 was changed to 610.7 Vs testimony it only took it but refused it because Customer did not read it from right to left.
C:8	Neighbor’s Meter that did not change past 2

	years
C:9	Journal of usage by Complainant
C:10	Dec. 2018-4/2019 Meter Readings
C:11	Bills 8/21/2018-6/2019 12/2019-4/24/2020
C:12	
C:13	

According to the evidence provided to the PUC on 10/5/2020, Complainant testified that she witnessed/saw/ and took a picture of a Peoples truck parked at the meter where she resides. The meter is outside. An agent was working on the meter, on 1/22/2020. She witnessed People’s truck at the meter multiple times. Prior to the work the meter clearly was 610.7 in December, and January 11, 2020 it was at 621.6.

On or about 1/23/2020, she went out to make another meter reading, and saw that the meter was now on or about **624.5**, as a ACTUAL reading, but according to People’s bill it was at **724.5**, and by 2/4/2020, it was at **727.9 as** actual reading. Despite the mild winter, and the fact that the gas was off at the thermostat, it went from 6 10.7, 621.6, to 727.9, from 12/2019-2/4/2020.

By 2/8/2020 it was up to 738.1, by 2/11 it went up to 739.0, while the meter showed 63.

Complainant wants the PUC to test the meter to see if any tampering of the meter is/was going on, because that is what she believes is going on here, She has no access inside of the meter, only Peoples does. It seems like the meter tried to set itself back to [63_._.](#)

Another contradiction in the testimony of Peoples include the following facts:

If this PUC takes Peoples reasoning as true, that every two years the first dial makes a full resolution from one “tick” to another, and it just so happened that when it came out on 1/22/2020, that was the day [or shortly thereafter], of the tick reaching that goal, then how could that be true when this is true:

Complainant moved in the apartment **7801 Lloyd Avenue on 8/15/2012**, and the far left **“tick” dial was at 3, according to Peoples Gas Company. BY 2 YEARS:**

“Tick”		“Tick”	
8/15/2012-8/15/2014	(3)	8/15/2020-8/15/2021	(7)
8/15/2014-8/15/2016	(4)	8/15/2021-8/15/2023	(8)
8/15/2016-8/15/2018	(5)		
8/15/2018-8/15/2020	(6)		

- Yet, according to the Peoples Gas Company, the following coincidentally would have occurred:

8/15/2012-8/15/2014	(3)	12/2019-1/2020	(7)
8/15/2014-8/15/2015	(4)	2/2020-currently 11/2020	(7)
8/15/2017-8/15/2018	(5)	Meter has been off since about April	
8/15/2018-11/2019	(6) (1 yr 3 mo)	Meter is currently showing 750. 11/2020	

Clearly any reasonable minded person can see that there are errors, despite the denials of Peoples Gas Company, and even it’s own data shows the above errors occurred, since the Utility Company claims the dial ticks every 2 years, since 2012.

5. Since the neighbor’s dial never moved from 4 to 5 in 1 day, [after being on 4 past 2 years], then neither should the Complainant’s dial have moved from 6 to 7 that quickly, even if it were 2 years at 6, one day or so prior.

Meter readings of the neighbor’s meter, as compared to the Plaintiff’s meter readings show that the first dial NEVER budged 1 centimeter from 2018-2020 from 4, and especially not from 1/22/2020-/1/23/2020, nor through 2/2/2020.

Using People’s own figures, according to this Public Utility Company,
 “From 2-years

2/2011-2/2013	(3)	12/2019-present	(7)
2/2014-2/2015	(4)		
2/2015-10/2017	(5)		
11/2017-12/2019	(6)		

First of all, 2/2014-2015 is only 1 year. Even correcting this and making this 2/2013-2015, from 2/2015-2/2017, 2/2017-2/2019, the customer did not moved into the apartment/townhouse until 8/15/2012, not February of 2011. Nor does this explain how from 2/2015-10/2017, 2 year plus 7 months, the dial stayed on 5, when Peoples is using this to justify why the dial suddenly moved from 6 to 7, within a matter of a day to a week either, because it allegedly hit the 2 year mark after they tampered with the meter. It shows the dial could have remained on the 6 for 2 years and 7 more months, but it didn't.

These tables below show how Peoples charged the customer for gas usage prior to her even moving into the apartment, and that even when the heat was off in fall, she was charged 57.93 from 8/15/2020-9/19/2020, and the meter/heat is shown to have been used in the hot Fall some 1.6. Within 5 months it went from 372.5-391.1 at an approximately 3.6 per month even in months July, August and September when the heat was not even on.

7/30/2012	372.5	Initial actual	0.00
I MOVED IN 8/15/2012			25.00
8/22/2012	372.9		37.47 (7 day-costs)
9/19/2012	374.1		57.93

8/15/2012-1/23/2013	372.5-391.1	5 months (3)
2/21/2013-2/23/2015	401.3-503.4	2 years
3/25/2015-10/20/2017	511.3-599.1	2 years + 7 months
11/21/2017-11/01/2019	601.1-699.8	2years +20 days
12/4/2019-11/2020	708.4-750.	1 year + 1 month

Clearly the 2 year business justification is pretextual, based upon Peoples own records, as the time varies for the far left dial to move.

Other discrepancies include a comparison of Peoples' exhibit B, claiming that in 2017, the customer's meter was allegedly at 6 through 2019, and just happen to change in 2019, 2 years later in December to 7. If one were to look closely at the

picture of the meter from Peoples and the picture from the customer, one can see the following differences, that indicate they are really 2 different meters, made to appear being the same:

A. The face of Peoples' picture of the meter has a scratch that looks like the #6 on the left hand side near the #15.

B. The face of the real meter of the customer, does not have such a scratch #6 near the #15.

C. The face of the meter of the customer, has a distinctive black dot on the right side of the meter face, that is not a distinctive black dot there on the People's picture.

D. The customer picture shows from 2012-1/22/2020, the meter was very old, rusty, and has a red circle, until the 1/22/2020 day the truck was seen at the meter and painted over the rust.

E. There is also **yellow and green gears** that are visible through the meter window on the customer's meter, but they are not on the Peoples exhibit B, nor does Peoples exhibit B have a clearly red dot, as does the customer's meter.

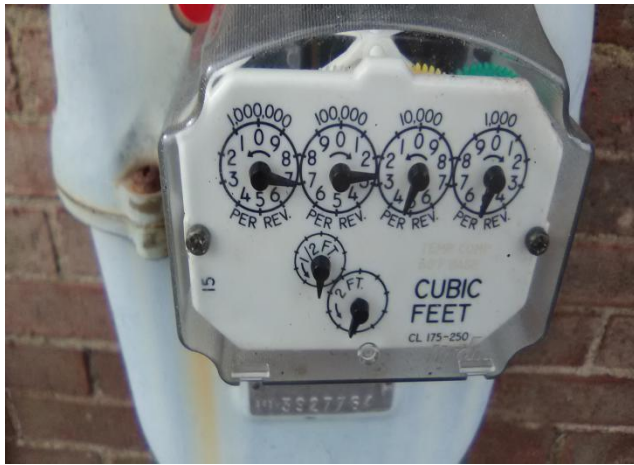
F. Also, on exhibit B it is typed, "As found read before the ERT retrofit, was 607.0"

G. On the work order, the # for the meter is **5236879**, (dated 12/1/2016 @12:10 PM), and the Customer's meter number is **3927764** (dated 8/10/2017 @ 9:34 AM)

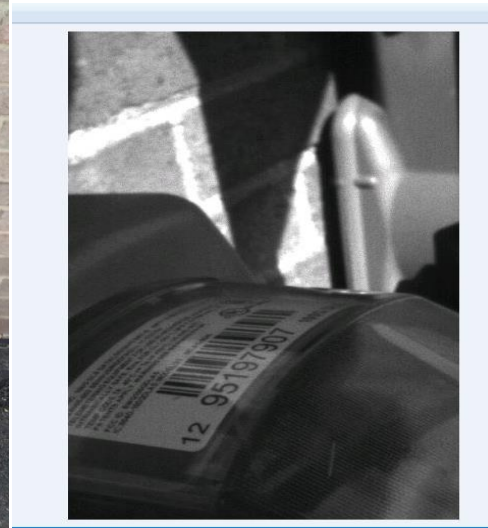
H. The "E" in the word **FEET** on her meter has a white mark on the top line of the letter "E", whereas the Peoples' picture it submitted as evidence Ex. B, does not have such a white line in the letter "E"

I. Even the shapes inside of the meters have differences.

Compare the two exhibits: **BEFORE SO-CALLED WORK ORDER WAS DONE**



AFTER THE WORK ORDER WAS DONE



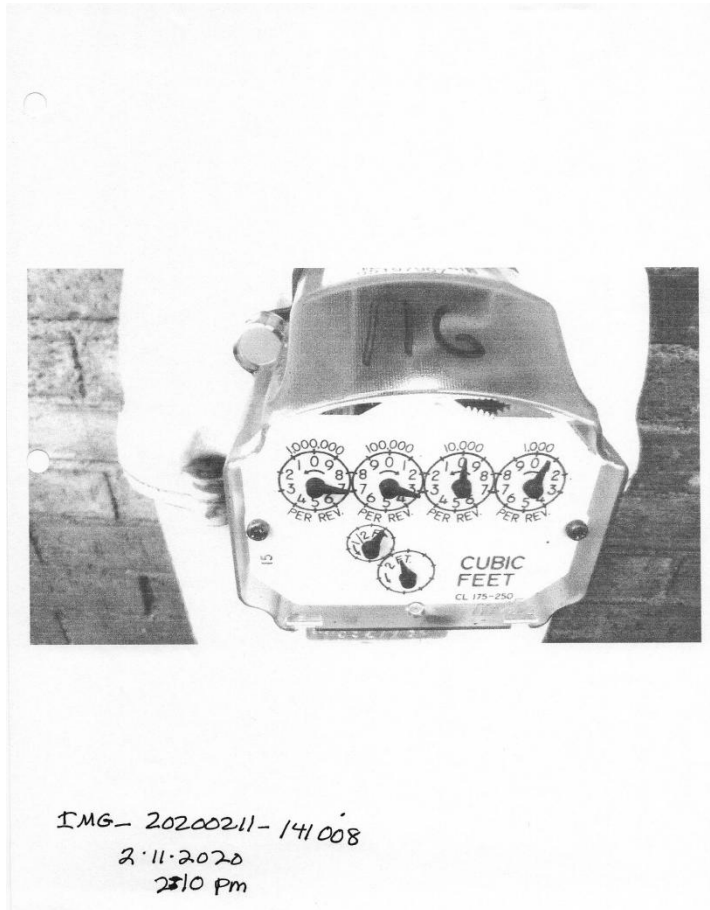
J. Comparing the lay of the brick to the edge of the meter for Peoples' exhibit B, vs the lay of the brick near the actual photo of the Customer's meter, indicate that the Peoples' exhibit is falsely being used as hers.

For example:

K. Looking at the edge of the picture and the lines of the brick going upward at the corner of the Public Utility photo has a dark horizontal line in the vertical line, and the white concrete horizontal line shows a smear in the white line concrete that is not indicative of the real 7801 #116 meter wall. Clearly there is NO smear.

L. The object left on the ground after the People's agent was at the meter changing and painting it, is indicative of the old rusty condition of the meter prior to them being there making the changes.

M. Finally, there is no black marker number 116 on the plastic cover of the meter on the Peoples' photo of a meter ex B, like the large marker #116 is written on the cover just near the tag of the meter, for the Customer's photo. Enlarged to see the #116, after the work was done.



CONDITION OF THE GAS LINE PIPES DURING THIS COMPLAINT 2012 UP TO 1/22/2020.

1. 4 Old and rusted pipe lines
2. 4 Meters were facing sideways, or broken looking
3. Changed on 1/22/2020, (painted or replaced)



STANDARDS OF LAW:

According to PUC, tampering with the meter is punishable by the PUC itself.

This was read into the record by the Complainant on October 5, 2020.

“§ 3301. Civil penalties for violations

(a) General rule.--If any public utility, or any other person or corporation subject to this part, shall violate any of the provisions of this part, or shall do any matter or thing herein prohibited; or shall fail, omit, neglect, or refuse to perform any duty enjoined upon it by this part; or shall fail, omit, neglect or refuse to obey, observe, and comply with any regulation or final direction, requirement, determination or order made by the commission, or any order of the commission prescribing temporary rates in any rate proceeding, or to comply with any final judgment, order or decree made by any court, such public utility, person or corporation for such violation, omission, failure, neglect, or refusal, shall forfeit and pay to the Commonwealth a sum not exceeding \$1,000, to be recovered by an action of assumpsit instituted in the name of the Commonwealth. In construing and enforcing the provisions of this section, the violation, omission, failure, neglect, or refusal of any officer, agent, or employee acting for, or employed by, any such public utility, person or corporation shall, in every case be deemed to be the violation, omission, failure, neglect, or refusal of such public utility, person or corporation.

(b) Continuing offenses.--Each and every day's continuance in the violation of any regulation or final direction, requirement, determination, or order of the commission, or of any order of the commission prescribing temporary rates in any rate proceeding, or of any final judgment, order or decree made by any court, shall be a separate and distinct offense. If any interlocutory order of supersedeas, or a preliminary injunction be granted, no penalties, shall be incurred or collected for or on account of any act, matter, or thing done in violation of such final direction, requirement, determination, order, or decree, so superseded or enjoined for the period of time such order of supersedeas or injunction is in force.

(c) Gas pipeline safety violations.--Any person or corporation, defined as a public utility in this part, who violates any provisions of this part governing the safety of pipeline or conduit facilities in the transportation of natural gas, flammable gas, or gas which is toxic or corrosive, or of any regulation or order issued thereunder, shall be subject to a civil penalty of not to exceed \$200,000 for each violation for each day that the violation persists, except that the maximum civil penalty shall not exceed \$2,000,000 for any related series of violations, or subject to a penalty provided under Federal pipeline safety laws, whichever is greater.”

Section 56.1 statement of purpose and policy, establishes and enforces uniform, fair and equitable residential public utility service standards governing eligibility criteria, credit and deposit practices, and account billing, termination and customer complaint procedure.” “Every privilege conferred or duty required by this chapter imposes an obligation of good faith, honesty and fair dealing in its performance and enforcement. This chapter will be liberally construed to fulfill its purpose and policy and to insure justice for all concerned.”

A utility company who deliberately misreads customer’s meters to inflate costs, tampers with meters to justify those false charges, makes false statements on the record about the consumer who made good faith efforts to pay down to a 0.00 balance, who continues to cheat and over bill her, and then refuses to make adjustments according to this rule and the evidence, cannot be said to have done so in “good faith, honesty, and fair dealings.”

According to Peoples Gas System, a Division of Tampa Electric Company, Original Volume No.3-First Revised No.5-401-2(H), regarding Adjustment of Bills for Meter Errors, by Gordan L. Gillette, President, 9/29/2010, effective 8/17/2010.

“Whenever a meter is found to have an average error as defined in Commission Rule 25-7.62, of more than two percent (2%) fast, Company will refund to the customer the amount billed in error for one half the period since the last Meter test. This one half period will not exceed twelve (12) months unless it can be shown that the error was due to some cause, the date of which can be fixed, in which case the overcharge will be computed back to but not beyond such date, based upon available records.”

The issue is not what the Peoples Gas Company claimed in this case, that if they were to follow the Commission’s regulation, “that the Customer would have paid no gas bills since 2012”, [which is untrue], because the customer paid and so did

CAP/LIHEAP for years being over charged based upon false readings, but the issue is whether Peoples was being unfairly and unlawfully enriched and in noncompliance of the Commission's rules. The deliberate acts of the Utility Company's misconduct caused the need for refund and credits, and had it followed mandatory regulations a long time ago when the customer brought this to People's attention, it would not be such an expensive error.

There are available records that show deliberate errors as far back as 2012, however, long Peoples have been cheating her. There are available records that show how the period is beyond 12 months, and the errors were far beyond 2%, as indicated in the Ex. 1 December bill that shows it was in excess of 87.0 overages.

Section 56.1(a) also states, that **“Public Utilities shall utilize the procedures in this Chapter to effectively manage customer accounts to prevent the accumulation of large unmanageable arrearages.”**

§ 59.22. Adjustment of bills for meter error.

(a) *Fast meters.* If, upon test of a meter, it is found to have an average error of more than 2.0% fast, the public utility shall refund to or credit the customer for the overcharge, based upon what the meter would have registered had it not been fast or slow for a period equal to 1/2 the time elapsed since the last previous test, but not to exceed 12 months or 1/2 the period of occupancy of the premises by the customer, whichever is less. If the period of registration error may be definitely fixed, the overcharge shall be computed for the period. If the meter has not been tested under § 59.21 (relating to meter tests), the period for which it has been in service beyond the regular test period shall be included in computing the refund.

(c) *Nonregistering meters.* If a meter has failed to register for a period, the public utility may compute the gas used by taking the average of the gas used for the nearest meter-reading period preceding and the meter-reading period immediately following the date when the meter was found to be not registering, which amount shall be assumed to be the amount of gas used by the customer during the billing period in which the meter was found not to have registered. Exceptions will be made only if the facts clearly show that the stated method does not give the correct consumption for the period.

Source: The provisions of this § 59.22 amended May 30, 1986, effective May 31, 1986, 16 Pa.B. 1901. Immediately preceding text appears at serial pages (73210) to (73211).

§ 59.23. Disputed bills.

In the event of a dispute between a customer and a public utility respecting a bill, the utility shall immediately make the investigation required by the particular case and report the result of the investigation to the customer.

VII. CONCLUSION:

The People's Gas Company is a public utility company that over charges its customers, and then refuses to refund or credit the overcharges.

When Peoples realized that a Customer could prove their inconsistent billing practices, the Utility Company tampered with the meter readings to try and make the dial consistent with the inaccurate bills.

Peoples created evidence that is questionable, and the Customer was able to figure it out.

As a result of Peoples' actions, the Complainant/CAP/LIHEAP had continuously pay hundreds of unnecessary costs that the customer did not even owe, or face multiple threats to have the service disconnected.

Peoples Gas Company did not adequately refute the claims the Customer asserts against it, so she is requesting whatever over payments, credits, and interests are available to her.

Respectfully Submitted,

/s/ Jacquelyn B N'Jai

Jacquelyn B. N'Jai, Pro Se

Complainant

Nov. 16, 2020

E-filed

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