

AMENDED ICC Complaint No. 2014-07655, Docket No.#14-0473

I state, as the basis for my AMENDED COMPLAINT, the following:

- 1) Illinois law requires a public utility to furnish services in accordance with rules and regulations that are "just and reasonable." (220 ILCS 5/8-101)
- 2) In early 2000, while employed at Motorola, I attempted to set up automatic payment plans for all of my routine bills in anticipation of needing to do a lot of travel. All of the accounts I established worked perfectly except for People's Gas, which rejected the automatic payments and did not synchronize with the Motorola Employees Credit Union. When I contacted Peoples Gas about repairing the automatic payment plan, the billing department told me, "We cannot accept any overdue money in the automatic payment plan." While I continued to pay the majority of my bills through the respective companies' automatic payment plans, I was obliged to pay Peoples Gas directly between 2000 and 2013.
- 3) Between 2008 and 2013, I became unemployed due to the Great Recession. During that period, I fell behind on my payments to People's Gas. I made a payment of \$527 in November 2013.
- 4) On December 3, 2013, I received a Final Notice of Disconnection with a statement that, "If you do not want your gas shut off, you must schedule an inside safety inspection."
- 5) On January 10, 2014, I received a letter from Peoples Gas stating that those having difficulty with bill payment could contact LIHEAP for assistance. I followed up by contacting LIHEAP, but they told me that I had too many assets or too much income to qualify, despite the fact that I was out of work at the time.
- 6) On April 9, 2014, I called the customer service line of Peoples Gas, attempting to pay the entire amount due using my credit or debit cards, but they said they would only allow me to pay \$750 of the \$1,986 owed by use of a card. I received confirmation # 108764 after making the \$750 payment. The following day, I received a shut-off notice.

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ILLINOIS COMMERCE
COMMISSION

- 7) I paid my overdue People Gas bill in full on May 14, 2014, and People Gas customer service acknowledged receipt of full payment in a telephone conversation with me on May 15, 2014. My bank also confirmed transmittal of my electronic check to Peoples Gas.
- 8) After acknowledging that my bill was paid in full, Peoples Gas began sending me paper Notices stating that my gas would be shut off if I did not consent to an inside "safety inspection." They declined to explain what if anything prompted them to believe that any unsafe conditions existed. Accordingly, I requested that People Gas produce a warrant to conduct said "search" inside my premises on the grounds that a nonconsensual search violates the Illinois and U.S. Constitutions proscribing unreasonable searches and seizures.
- 9) Various members of the Peoples Gas street crew repeatedly knocked on my door and called me from their cell phones, threatening to turn off my service if I did not agree to their "safety inspection." I reiterated my position that I would consent to their entry only if provided with a court-approved warrant.
- 10) On June 11, I spoke to Quianna at Peoples Gas. I informed her that I was waiting for a warrant. She agreed that, because my bill was up-to-date, my service would not be shut off.
- 11) At approximately 9am on June 13, 2014, I spoke to Mr. Ken Kirshner at the ICC, and he assured me that my service would not be shut off pending resolution of my complaint.
- 12) Although I informed the street crew that my bill was fully paid, they proceeded, at approximately noon on June 13, 2014, to dig up the parkway in front of my home, and disconnected the gas service to my 2-flat building, thereby depriving both me and my tenant of gas service.
- 13) After Peoples Gas began digging up the parkway, I again spoke to Mr. Kirshner. He informed me that he had spoken to an individual named Diane at Peoples Gas. Diane then called me after the digging began and said that the street crew was not authorized to dig or disconnect my service.
- 14) After my service was disconnected, I phoned the Peoples Gas emergency service, and they, after consulting with Diane, sent out a crew to restore my service. I allowed that crew into the basement of my home to complete the process of restoring my

service. However, unbeknownst to me, they disconnected all of the gas appliances for both apartments, leaving valves shut off, and pipes open in a potentially dangerous condition.

15) When I called back to determine the reason for the disconnection, Peoples Gas sent out another crew. Instead of restoring service, they wrote up some green tickets alleging "insufficient combustion air on all gas furnaces," stating that each of the furnaces required an additional vent, although the doors to the furnace enclosures were already equipped with individual vents. For the first time, this crew capped the previously open pipes, but did not reconnect the pipes going to the appliances. I have since purchased additional vents for these furnaces, but am waiting to receive the "formula" showing the number and height of the vents required.

16) To my surprise, on July 9, 2014, I received a bill for a \$460.02 "Service Activation Charge." Considering the fact that Peoples Gas was not authorized to disconnect my service in the first place, this charge is improper. It leads me to believe that the entire process was simply a pretext for generating unearned revenue for Peoples Gas.

17) Subsequently, my tenant informed me that he had received a bill for \$460.02, although his bill was at no time delinquent, and he allowed a safety inspection in his apartment well before the shut-off date, but was never told that any violation existed in his apartment.

18) The furnaces in my building were installed by licensed contractors in accordance with regulations. Accordingly, it is my belief that the alleged insufficient combustion air violations were arbitrary mandates imposed by the street crew to justify their improper conduct. They never tested the combustion air to determine whether any defects were present, and I have never been presented with any documentation showing the formula for the required venting. Without such documentation, I have no way to ascertain the validity of the mandate by Peoples Gas that additional vents need to be installed.

19) I submit that the business practices employed by Peoples Gas with respect to my account failed to comply with the statutory requirement that they be "just and reasonable." I also believe that

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I was being punished for requesting my Constitutional rights under the Fourth Amendment to the United States Constitution. (See *Camara v. Municipal Court of the City and County of San Francisco*, 387 U.S. 523 (1967).)

Therefore, I am asking the ICC to intervene by ordering that the two excess fees of \$460.02 each be waived, and for other reasonable and proper compensation to be paid to me for their violation(s) of due process and compliance with Illinois law. I hope that the ICC will review the predatory practices of People Gas to ensure that they do not victimize others in similar circumstances.

Jerome M. Jordan, 4514 N. Harding, Chicago, Illinois 60625

Complaint # 2014-07655
Doc # 14-0473

1.

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Jerome M. Jordan, 4514 N. Harding, Chicago, Illinois 60625

 Jerome M. Jordan Sept. 16, 2014

INDIVIDUAL ACKNOWLEDGMENT

State/Commonwealth of Illinois }
County of Cook } ss.

On this the 16 day of September, 2014, before me,

Angel Cedeno, the undersigned Notary Public,
Name of Notary Public

personally appeared JEROME M JORDAN
Name(s) of Signer(s)

- personally known to me - **OR** -
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same for the purposes therein stated.

WITNESS my hand and official seal.



[Signature]
Signature of Notary Public

Any Other Required Information
(Printed Name of Notary, Expiration Date, etc.)

OPTIONAL

This section is required for notarizations performed in Arizona but is optional in other states. Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

MEMORANDUM

Sent To:

TO: Peoples Gas
200 E. Randolph Street
Chicago, Illinois 60601

Written by Jerome M. Jordan
For benefit of
Emily Bellefeuille

FROM: Emily Bellefeuille
4514 N. Harding Avenue, FL 2
Chicago, Illinois 60625
prettyleaf83@gmail.com
Account No. _____

DATE: August 27, 2014

2.
FOR 2NDFLOOR

APARTMENT

Re: Reconnection charge of \$460.02 in dispute

Pleased be advised that the Reconnection Charge appearing on my current gas bill is in dispute. An Amended ICC Complaint No. 2014-07655 contesting this charge is currently pending before the ICC.

Signed: _____
Emily Bellefeuille

I suggested that Emily send Gasco payment for metered usage, but not pay reconnection charge. This charge was requested of Emily AFTER I filed my formal complaint to ICC.