

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

MAY 10 2010

SALVATORE TAMBURRINO :
 :
 vs. :
 :
 PHILADELPHIA GAS WORKS :

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU
Docket No.: C – 2010 – 2167296

**COMPLAINANT SALVATORE TAMBURRINO'S RESPONSE IN OPPOSITION TO
THE RESPONDENT'S PRELIMINARY OBJECTIONS**

Complainant, Salvatore Tamburrino, *pro se*, respectfully responds to the Respondent's Preliminary Objections in the following corresponding numbered paragraphs.

Additionally, Complainant's position is the PGW Landlord Cooperation Program (PGW LCP) specifically states "[landlord] will be held liable for gas usage incurred at your residential rental property after August 9, 2008." Please see Exhibit 3 paragraph 1, of Complainant's Complaint. The PUC has jurisdiction and authority to interpret this policy and determine if the lien amounts are correct. Complainant avers the lien amounts are inaccurate, and based on PGW's own gross malfeasance, gross negligence, and poor judgment. The debt PGW is attempting to collect was based on its own conduct, not the Landlord/Complainant.

1. – 3. (inclusive) Admitted. By way of further answer, the Complaint is a document which speaks for itself, and the Complainant denies owing that money to PGW. That is why Complainant commenced this action.

4. Admitted in part, and denied in part. Under the PGW LCP, PGW specifically states that Landlords will be held responsible for gas usage incurred after August 9, 2008. PGW notified Landlords of this policy and currently advertises this policy on their official website. PGW is attempting to collect a debt wherein PGW's gross malfeasance, gross negligence, and poor judgment caused the debt. Further, although PGW/City of Philadelphia filed the alleged liens of record, the Complainant denies that the amounts of

the liens are correct and liens may be fraudulent and made in bad faith. Complainant respectfully demands strict proof in support of the Respondent's allegations.

5. Admitted in part, denied in part. Complainant denies owing any amount to PGW/City of Philadelphia on the subject account. PGW cannot file a lien against Subject Property based on its own gross malfeasance, gross negligence, and poor judgment. PGW's conduct caused this debt.

6. The Complaint speaks for itself and demands strict proof in support of Respondent's allegation.

7. Denied as a conclusion of law to which no response is required. By way of further answer, the regulation and case law to which Respondent cites speak for themselves. Further, Complainant's position is the PGW LCP is not being fairly or consistently applied to Complainant, and the outstanding debt is due to PGW's own gross malfeasance, gross negligence, and poor judgment.

8. The Complaint speaks for itself, thus, no response to the corresponding allegation is required.

9. Denied as a conclusion of law to which no response is required. By way of further answer, "Nothing in this title shall abrogate the power of a city natural gas distribution operation to collect delinquent receivables through the imposition of liens ..." does not prevent the owner of the property from challenging the lien. Complainant simply is challenging the amount due and outstanding, and the PGW LCP states that the Landlord is responsible for gas usage incurred after August 9, 2008.

10. Admitted in part, and denied in part. The Responsible Utility Customer Protection Act does not permit PGW to collect a debt based on its own gross malfeasance, gross negligence, and poor judgment. Further, PGW is not permitted to file false and inaccurate liens against said property. PGW personnel informed Complainant that the lien amounts were incorrect, inaccurate, and inconsistent with PGW Policy.

11. Denied. The Complaint disputes the amount of the lien because the amount is based on PGW's own gross malfeasance, gross negligence, and poor judgment. Further, the Complainant relied on the PGW LCP which is inconsistent with the lien amount. The Complaint speaks for itself. By way of further answer, the Complaint also avers that much of the alleged lien was imposed for fees that were allegedly incurred before the enactment of the code provision in question.

12. Admitted in part, and denied in part. PGW may collect a legitimate claim, but PGW cannot collect a debt based on its own gross malfeasance, gross negligence, and poor judgment.

13. Denied. The Complaint speaks for itself. By way of further denial, whether or not the Complainant is personally liable for the alleged gas service is irrelevant: Complainant owns the building in question and his title to the building is now impaired. Complainant seeks to remove this cloud on the title of his property.

14. Denied as a conclusion of law. Respondent is left to its proofs.

WHEREFORE, Complainant respectfully requests that this Honorable Commission overrule the preliminary objections and order the Respondent to answer the Complaint.

RESPECTFULLY SUBMITTED,

Salvatore Tamburrino 5-9-2010
SALVATORE TAMBURRINO

VERIFICATION

I verify that the statements made in this complaint are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. § 4904 relating to unsworn falsification to authorities.

Salvatore Tamburrino, 5-9-2010
Salvatore Tamburrino,
Complainant

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SECRETARY'S BUREAU

CERTIFICATE OF SERVICE

IT is hereby certified that a true and correct copy of the within Response In Opposition
To The Respondent's Preliminary Objections, with proposed Order was served upon:

Mr. Laureto Farinas, Esq.
Philadelphia Gas Works
800 Montgomery Avenue
Philadelphia, PA 19122

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Respectfully Submitted,

Salvatore Tamburrino 5-9-2010
SALVATORE TAMBURRINO

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

SALVATORE TAMBURRINO

vs.

PHILADELPHIA GAS WORKS

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Docket No.: C – 2010 – 2167296

ORDER

AND NOW, this _____ day of _____, 2010, upon consideration of the Respondent, Philadelphia Gas Works' Preliminary Objections and the Complainant Salvatore Tamburrino's Response In Opposition Thereto, it is hereby ORDERED AND DECREED that said Preliminary Objections are OVERRULED.

Respondent shall file a verified answer to the Complaint within twenty days of this Order.

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

BY THE COMMISSION:

FedEx US Airbill

Express

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Date 5-10-2016

Sender's Name SALVATORE TAMBURRINO Phone 215 858-4506

Company _____

Address 8415 WILLOW FORGE RD. 215-858-4506

City SPRINGFIELD State VA ZIP 22152

2 Your Internal Billing Reference

3 To Recipient's Name JAMES Mc NULTY, SEC. Phone _____

Company PA. PUBLIC UTILITY COMMISSION

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4a Express Package Service

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- FedEx 2Day Second business day. * Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected. FedEx Express Saver Third business day. Saturday Delivery NOT available.

4b Express Freight Service

- FedEx 1Day Freight Next business day. ** Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected. FedEx 1Day Freight Booking No. _____
- FedEx 2Day Freight Second business day. ** Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected. FedEx 3Day Freight Third business day. ** Saturday Delivery NOT available.

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6 Special Handling and Delivery Signature Options

- SATURDAY DELIVERY
- No Signature Required Package may be left without obtaining a signature for delivery. Direct Signature Someone at recipient's address may sign for delivery. Fee applies. Indirect Signature If no one is available at recipient's address, someone at a neighbor address may sign for delivery. For residential deliveries only. Fee applies.

Does this shipment contain dangerous goods?
 No Yes As per attached Shipper's Declaration. Yes Shipper's Declaration not required. Dry Ice Dry Ice, 9 UN 1845 _____ x _____ kg

Dangerous goods (including dry ice) cannot be shipped in FedEx packaging or placed in a FedEx Express Drop Box. Cargo Aircraft Only

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- Sender Acct. No. in Section 1 will be billed. Recipient Third Party Credit Card Cash/Check
- Enter FedEx Acct. No. or Credit Card No. below. Obtain recip. Acct. No.

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