



Philadelphia Gas Works

800 West Montgomery Avenue, Philadelphia, PA 19122

Danielle Ross, Paralegal

Legal Department

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December 14, 2010

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

Re: Guy Laren v. PGW, Docket No. C – 2008 – 2058148

Dear Secretary Chiavetta:

Pursuant to 52 Pa. Code §5.031, the Philadelphia Gas Works ("PGW") hereby responds and objects to the Complainant's petition to join the Philadelphia Housing Authority (PHA) as an essential party filed in the above captioned matter..

If additional information is required, please do not hesitate to contact the undersigned. Thank you for your assistance in the matter.

Sincerely,

A handwritten signature in cursive script that reads "Danielle Ross".

Danielle Ross

Enclosure

cc: Mr. Guy Laren
Anne Marie Cromley (PGW Mail)
Linda Pereira (PGW Mail)

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Guy Laren

v.

Philadelphia Gas Works

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Docket No. C – 2008 – 2058148

**Answer/Objection of the Philadelphia Gas Works
To the Complainant's Petition to Join an Essential Party**

Pursuant to 52 Pa. Code §5.031, the Respondent, Philadelphia Gas Works ("PGW") hereby responds and objects to the Complainant's petition to join the Philadelphia Housing Authority (PHA) as an essential party filed in the above captioned matter. PGW hereby avers the following:

1. Admitted.
2. Admitted.
3. Admitted. By way of further answer, PGW maintains that it has complied fully with the settlement of the issues concerning the unauthorized usage originally billed to the Complainant as owner of 4019 Lancaster Avenue, Philadelphia (Service Address) that the Parties reached on November 14, 2008 and that was reduced to writing on November 19, 2008, which is attached hereto as Exhibit "A." The settlement does not include any provision concerning liens.
4. Admitted.
5. Admitted in part, denied in part. PGW admits that from the information provided by the Complainant, PHA was a tenant at the Service Address during the period of unauthorized usage. PGW denies that PHA contracted for gas service at the Service Address since the Complainant was originally billed for the unauthorized usage. By way of further answer, the settlement of this matter included the obligation of the Complainant to provide information on the period of tenancy of the Complainant's tenants so that PGW could prorate the bill for unauthorized gas usage at the Service Address between the Complainant two commercial tenants, neither of which had applied for gas service. The

Complainant provided lease information and a period for which the Complainant states that the PHA was the tenant occupying the Service Address. Thereafter, PGW billed the each of the tenants (including PHA) for their portions of the unauthorized usage and provided a letter explaining the source of that bill for unauthorized usage in compliance with the settlement. PGW denies that this one of the issues of this matter is PHA's failure to pay the billing for unauthorized usage. To the contrary, this matter concerns the enforcement of the settlement between the Complainant and PGW. PHA was not a party to that settlement. (See Exhibit "A")

6. Admitted. By way of further answer, pursuant to the Municipal Claim and Tax Lien Law, Act 153 of 1923, P.L. 207 53 P.S. §7101, (Municipal Lien Act), the City of Philadelphia, as owner of PGW has the right to collect on municipal claims owed to PGW for gas service to a Service Address and to file liens with the court of common pleas. Pursuant to the Natural Gas Choice and Competition Act, 66 Pa. C.S.A Section 2201 et seq., section 2212(n), which specifically provides, "Nothing contained in this title shall abrogate the power of a city natural gas distribution operation to collect delinquent receivables through the imposition of liens pursuant to section 3 of the act of May 16, 1923 (P.L. 207, No. 153), referred to as the Municipal Claim and Tax Lien Law, or otherwise." Thus, under 66 Pa. C.S.A Section 2212(n), the Commission has no jurisdiction over the filing of such a lien.¹ *Nathaniel Lewis Mooney v. PGW*, Docket No. C-2009-2134673 (Final Decision and Order entered January 13, 2010) Pursuant to the Responsible Utility Customer Protection Act at 66 Pa. Cons. Stat. § 1414, which states: "[a] city natural gas distribution operation furnishing gas service to a property is entitled to impose or assess a municipal claim against the property and file as liens of record claims for unpaid natural gas distribution service and other related costs, including natural gas supply . . .," clarifies and confirms such rights to impose a lien. The Complainant disputes the imposition of the lien because he did not incur the debt for gas service. The nature of a lien is such that it encumbers the real estate, regardless who caused the event, which results

¹ 52 Pa. Code §5.101(a) (1)

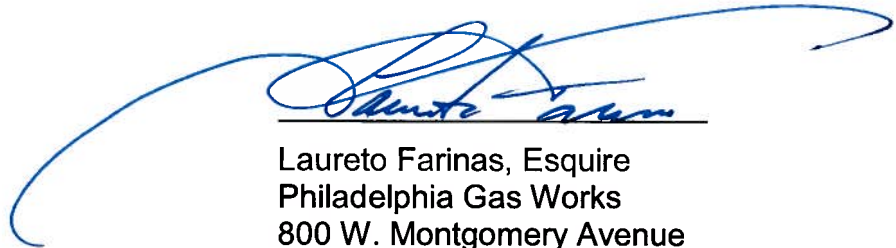
in the imposition of a municipal claim. PGW may collect as a municipal claim, unpaid debt for gas service rendered, even when the gas service was not rendered to the owner of the property. *Newberry Township v. Ray Stambaugh*, 848 A.2d 173; (Pa. Cmwlth. 2000) In the instant matter, the Complainant simply wishes not to be responsible for the gas use and to remove the lien or in the alternative for the Commission to order PHA to pay its bill and satisfy the Municipal Lien upon the Service Address. PGW has not held the Complainant or his corporation personally responsible for PHA's outstanding debt.

7. Denied emphatically. In compliance with the settlement reached between PGW and the Complainant, PHA has been billed for its portion of the unauthorized usage at the Service Address. PHA has not filed a complaint with the Commission disputing its responsibility. The Complainant seeks to join PHA in order simply to avoid the effect of the Municipal Lien Act upon the Service Address. PGW has fully complied with the terms of the settlement and has billed PHA. In attempting to join PHA, the Complainant makes a collateral attack on the actions of the City of Philadelphia, as owner of PGW in the filing of a Municipal lien. In attempting to join PHA, the Complainant seeks the enforcement of some other remedy against PHA for a breach of the lease between the Complainant and PHA. Further, the Complainant seeks to have the Commission enforce a remedy against his former tenant for failure to pay its gas bill. These are remedies that the Commission is not authorized to grant. Thus, PHA is not an essential party to this matter to enforce settlement. In the instant matter, the Complainant simply wishes not to be responsible for the gas use and to remove the lien or in the alternative for the Commission to order PHA to pay its bill and satisfy the Municipal Lien upon the Service Address.

Wherefore, PGW respectfully requests that this Commission sustain PGW's objections to the Complainant's petition and find that PHA is not an essential party to this matter, and deny the Complainant's petition.

Respectfully submitted,

December 14, 2010



Laureto Farinas, Esquire
Philadelphia Gas Works
800 W. Montgomery Avenue
Philadelphia, PA 19122
(215) 684-6982

EXHIBIT A

Philadelphia Gas Works



800 West Montgomery Avenue, Philadelphia, PA 19122

Laureto A. Farinas, Senior Attorney

Legal Department

Direct Dial: 215-684-6982

FAX: 215-684-8798

E-mail: laureto.farinas@pgworks.com

November 19, 2008

Mr. Guy Laren
426 S. 44th Street
Philadelphia, PA 19104

RE: Guy Laren v. PGW, Docket No. C - 2008 - 2058148

Dear Mr. Laren:

Pursuant to our settlement conference on November 14, 2008, with Anne Marie Cromley, Senior Customer Review Officer - PGW, this letter confirms the settlement of the above captioned matter.

In complete settlement of all issues in this matter, you have discussed your concerns with your account and reached a settlement with PGW. The parties acknowledge and agree to the following:

1. This matter involves a disputed balance on the account for gas service to 4111 Lancaster Avenue, Philadelphia, Pennsylvania, PGW Acct. No. 0015114564 (Service Address). This is an account for gas service to the Service Address owned and/or managed by the 4041 Corporation, located at 426 S. 44th Street, Philadelphia, PA of which the Complainant in the above referenced matter is the principal owner.
2. The amount in dispute is \$9,715.04 for gas usage to the Service Address from November 2004 through June 2006.
3. You have provided orally occupancy information on two tenants occupying the service address during the disputed period in the form of two leases: [1] Philadelphia Housing Authority - occupancy April 2003 through February 2005, and [2] Community Pre-school & Nursery, LLC - occupancy March 2005 through June 2006 (the Tenants). You have indicated that these tenants were, under the terms of your leases with them, responsible for the payment for gas service and that they had failed to apply for gas service. You will provide written confirmation of the occupancy dates you have provided above according to 4041 Corporation records on corporation stationary within 10 days of the date of this letter.
4. Once the written confirmation is received, PGW will pro-rate the disputed amount between the Tenants of the Service Address for their respective periods of occupancy. If the Tenants dispute the pro-rated bills once PGW has re-billed them for the pro-rated disputed amount, you and 4041 Corporation will provide reasonable assistance to PGW in the resolution and/or litigation of the disputes.
5. Previously, in an attempt to satisfy the outstanding balance of the amount in dispute (\$9,715.04), PGW transferred a credit of \$937.58 from another of the accounts on which you are the Customer of Record. Pursuant to our settlement discussion, PGW will transfer that credit amount back to the account from which it came.
6. You have indicated on the records of this proceeding that you are satisfied with the resolution of this complaint and no longer wish to pursue the above captioned matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Laureto Farinas", is written over a stylized, wavy line that serves as a decorative flourish or underline.

Laureto Farinas

cc: Anne Marie Cromley (PGW e-mail)
Linda Pereira (PGW e-mail)

VERIFICATION

I, Laureto Farinas, hereby declare that I am counsel for the Philadelphia Gas Works. I am authorized to make this verification on its behalf. The facts set forth in the foregoing Answer are true and correct to the best of my knowledge, information, and belief. I expect to be able to prove these facts at a hearing held in this matter. This verification is made subject to the penalties of 18 Pa. C.S. §4904, concerning false statements to authorities.

December 14, 2010



Laureto Farinas, Esquire

CERTIFICATE OF SERVICE

I HEREBY CERTIFY THAT I HAVE THIS DAY SERVED A TRUE COPY OF THE FOREGOING DOCUMENT UPON THE PARTICIPANTS LISTED BELOW, IN ACCORDANCE WITH THE REQUIREMENTS OF 52 PA CODE §1.54 (RELATING TO SERVICE BY A PARTICIPANT).

Service List:

For Complainant:

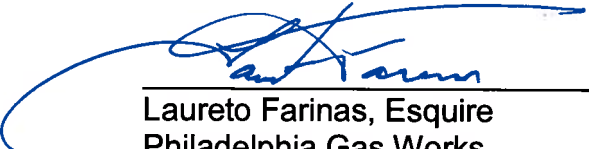
J. Matthew Wolfe, Esq.
4256 Regent Square
Philadelphia, PA 19104

Guy Laren
426 South 44th Street
Philadelphia, PA 19104

For the Philadelphia Housing Authority:

General Counsel
Philadelphia Housing Authority
12 South 23rd Street
Philadelphia, PA 19103

December 14, 2010



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