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SECRETARY'S BUREAU

LAW OFFICES

**J. MATTHEW WOLFE**  
4256 REGENT SQUARE  
PHILADELPHIA, PA 19104

(215) 387-7300  
Matthew@Wolfe.org

January 3, 2011

James J. McNulty  
Secretary  
Secretary's Bureau  
P.O. Box 3265  
Harrisburg, PA 17105-3265

RE: File# C-2008-2058148

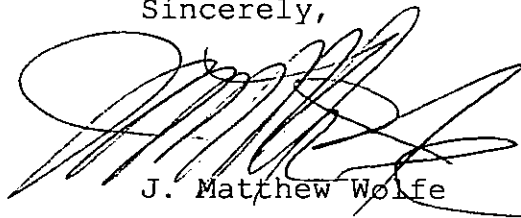
Dear Mr. McNulty:

Attached is a Memorandum in the above referenced matter, along with three additional copies.

I also attach an additional copy of the first page along with a self-addressed stamped envelope. I would appreciate your time-stamping that sheet and returning it to me.

Thank you for your consideration in this matter.

Sincerely,



J. Matthew Wolfe

Enclosures

cc: Laurento A. Farinas to Laurento.Farinas@pgworks.com  
Hon. Cynthia Williams Fordham to cfordham@state.pa.us

J. MATTHEW WOLFE, ESQUIRE  
ID #34814  
4256 Regent Square  
Philadelphia, PA 19104  
(215) 387-7300  
Matthew@Wolfe.org

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Attorney for Petitioner  
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GUY LAREN : COMMONWEALTH OF PENNSYLVANIA  
: PUBLIC UTILITY COMMISSION  
:  
v. :  
: FILE # C-2008-2058148  
PHILADELPHIA GAS WORKS :

### MEMORANDUM

#### STATEMENT OF FACTS

This matter was the subject of an action before the Pennsylvania Public Utility Commission at Docket No. C-2008-2058148. The parties to that action, Guy Laren and the Philadelphia Gas Works, reached a settlement at a settlement conference on November 14, 2008. The terms of this settlement were outlined in two letters. (A copy of Laurento Farinas' letter to Guy Laren dated November 19, 2008 is attached hereto and incorporated herein by reference, marked as Exhibit A, and a copy of Mr. Laren's response dated December 1, 2008 is attached hereto and incorporated herein by reference, marked as Exhibit B.) Most significantly, in the introductory paragraph of the November 19, 2008 letter, Mr. Farinas refers to the agreement as being "In complete settlement of all issues in this matter." (Emphasis in original.) The Public Utility Commission appropriately closed the matter on December 9, 2008. (A copy of the notification from the Public Utility Commission is attached hereto and incorporated herein by reference, marked as Exhibit C.)

On January 9, 2009, after the matter was concluded and the settlement implemented, PGW filed a municipal lien against the property in question in the amount of \$8,777.46, notwithstanding its agreement that the settlement resolved all issues in the matter. (A copy of the docket entries are attached hereto and incorporated herein by reference, marked as Exhibit D.) After the City was unwilling to lift the municipal lien, Mr. Laren filed a Petition to Enforce Settlement with the Public Utility Commission on August 30, 2009. (A copy of said petition,

without attachments, is attached hereto and incorporated herein by reference, marked as Exhibit E.) Since the time of the filing of the petition one of the tenants, Community Pre-school & Nursery, LLC, has paid its portion of the billed gas service. The other tenant, the Philadelphia Housing Authority, has been unresponsive to PGW's attempts to collect its share of the billed gas service. On November 29, 2010 Mr. Laren filed a Petition to Join an Essential Party [the Philadelphia Housing Authority] (A copy of said petition, without attachments, is attached hereto and incorporated herein by reference, marked as Exhibit F.) After a pre-hearing conference, PGW filed an answer to the Petition to Join an Essential Party. (A copy of that answer, without attachments, is attached hereto and incorporated herein by reference, marked as Exhibit G.) As there was not a new matter or anything requiring a responsive pleading, this memorandum is filed to outline Mr. Laren's position.

## ARGUMENT

### *PGW's Filing of a Municipal Lien Violates the Settlement*

The agreement between the parties could not be clearer. It is "In complete settlement of all issues in this matter." The underling emphasis comes directly out of the letter written by counsel for PGW outlining the terms of the settlement. If the settlement settled all issues in the matter, PGW cannot file a lien against Mr. Laren's property. That was not part of the agreement. They are limited to pursuing collection against the responsible parties, the tenants who used the gas service. That is what the settlement agreement says.

PGW in its answer seems to argue that it is not them but the City of Philadelphia who is responsible for the filing of the municipal lien. One problem with that theory is that there is no legal distinction between PGW and the City of Philadelphia. In *Philadelphia Facilities Management Corporation v. Biester*, 60 Pa.Cmwlth. 366, 431 A.2d 1123 (1981), the court stated as follows:

The Philadelphia Gas Works, or PGW as it is referred to in this opinion, is not an identifiable legal entity or agency, but is merely the collective name for all the real and personal property by which the City of Philadelphia furnishes gas to customers. Legal title to all that property, including real estate, facilities and equipment, is in the name of the City of Philadelphia. *Id.* 60 Pa.Cmwlth. at 373, 431 A.2d at 1127.

In fact, PGW has been referred to as “a marketing name under which the City of Philadelphia sells gas to residents of Philadelphia.” *Houser v. Philadelphia Gas Commission, et. al*, 14 Phila.Co.Rptr. 605, 617, 1986 WL 501533 (Pa.Com.Pl. 1986). The assertion in Paragraphs 6 and 7 of the answer that the City of Philadelphia is the “owner of PGW” is inaccurate. The City of Philadelphia is not the owner of PGW, the City of Philadelphia *is* PGW. The City of Philadelphia is bound by the terms of the settlement and cannot hide behind a legal entity that does not exist in order to violate the agreement.

PGW cites 66 Pa.C.S.A. §2212(n) to state that nothing in the Natural Gas Choice and Competition Act abrogates the City’s power to impose a municipal lien, citing two PUC cases as support. Neither case is on point. *Nathaniel Lewis Mooney v. PGW*, Docket No. C-2009-2134673 (January 12, 2010) contains a different fact pattern than the matter at bar, and *Newberry Township v. Stambaugh*, 848 A.2d 173 (Pa.Cmwlt. 2000) deals with a situation in which a resident of the township refused to pay a fee for trash collection because he did not use the service. Regardless of the applicability of the City of Philadelphia’s right to impose a lien on a property owner who is not responsible for the gas service, the case before the court at this time sounds in contract law. The parties entered into a settlement that resolved all issues between them. One party now violates that agreement by imposing a lien not permitted in the settlement agreement. Whether the City has a right to impose a lien or not is not the issue. The Public Utility Commission is not being called to rule on the validity of the lien. PGW voluntarily entered into a settlement agreement in this matter. The only issue is whether the settlement agreement which resolved all issues between the parties allows the City to impose a lien. It does not.

*The Philadelphia Housing Authority is an Essential Party to this Matter*

In the settlement agreement, PGW agreed that they would be responsible for prorating the bills between the two relevant tenants, re-bill them and either resolve or litigate the dispute. They accomplished this with one tenant. The Philadelphia Housing Authority has been unresponsive. Mr. Laren is clearly not liable for the amounts due under the terms of the settlement agreement. PGW may only collect any amounts owed from the Philadelphia Housing Authority. In its prehearing order the Public Utility Commission stated that “it cannot make a person responsible for a utility bill if that person is not a party to the proceeding.” Since PGW had

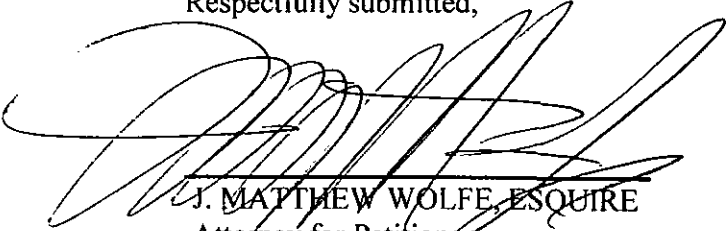
decided to violate the settlement agreement by initiating collection proceedings against a party who is not responsible, the party that is responsible is essential to be joined into the action.

It should be noted that PGW's opposition to the joinder is against their own interests. If the Philadelphia Housing Authority is joined, one of two things will happen. They will be ordered to pay the charges or it will be found that they are not liable. If they are ordered to pay the charges, PGW comes out ahead. If they are found to be not liable, PGW is no worse off than they are now as the Philadelphia Housing Authority is not responding to their requests for payment. What is the down-side to the joinder for PGW? There is none. The only explanation is that their personnel have a personal animosity against Mr. Laren, which should have no place in this sort of litigation.

#### CONCLUSION

The Public Utility Commission should grant join the Philadelphia Housing Authority into this matter and order PGW to follow the terms of the settlement agreement and lift the municipal lien on Mr. Laren's property.

Respectfully submitted,



J. MATTHEW WOLFE, ESQUIRE  
Attorney for Petitioner

# **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: 215-684-6798  
E-mail: laureto.farinas@pgworks.com

November 19, 2008

Mr. Guy Laren  
426 S. 44<sup>th</sup> 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. 44<sup>th</sup> 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,

  
Laureto Farinas

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

# **EXHIBIT B**

**GUY LAREN**  
**426 So. 44<sup>th</sup> St.**  
**PHILADELPHIA PA 19104**  
**215-387-4137**

December 1, 2008

Laureto A. Farinas  
PGW Legal Department  
800 West Montgomery Ave.  
Phila., PA 19122

RE: Guy Laren V. PGW, Docket # C-2008-2058148

Dear Laureto,

As per the agreement at our meeting Nov. 19, 2008 at the PUC and as per your letter dated Nov. 19, 2008 and received Nov. 29, 2008, I agree to the following issues raised your letter (copy attached)

- 1) Agreed except that 4041 Corp. is not party to this matter.
- 2) Agreed
- 3) I gave occupancy information regarding the time period in dispute at the hearing as well as copies of the two leases for the two tenants. This letter, on my stationary, will be my record describing the responsibility for each of the two tenants as my records indicate:  
Philadelphia Housing Auth. Started 5/1/2003  
Community Pre-school Started 3/1/2005
- 4) Agreed
- 5&6) Agreed as per above

Sincerely,

  
Guy Laren

# **EXHIBIT C**



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

IN REPLY PLEASE  
REFER TO OUR FILE

December 9, 2008

C-2008-2058148

GUY LAREN  
426 SOUTH 44<sup>TH</sup> STREET  
PHILADELPHIA, PA 19104

GUY LAREN  
v.  
PHILADELPHIA GAS WORKS

TO WHOM IT MAY CONCERN:

Please be advised that the Commission has marked closed the above-entitled proceeding.

Very truly yours,

James J. McNulty  
Secretary

cc: All parties of Record  
ALJ

lam

# **EXHIBIT D**

# Civil Docket Report

## Case Description

**Case ID:** 090135014  
**Case Caption:** CITY OF PHILA VS 4041 CORPORATION  
**Filing Date:** Friday , January 09th, 2009  
**Court:** JD - JUDGMENTS  
**Location:** CH - City Hall  
**Jury:** N - NON JURY  
**Case Type:** 7G - CLAIM FOR GAS SERVICE  
**Status:** JDPGW - GAS SERVICE CLAIM JDGMNT FILED

## Related Cases

No related cases were found.

## Case Event Schedule

No case events were found.

## Case Parties

Seq #	Assoc	Expn Date	Type	ID	Name
1			ATTORNEY FOR PLAINTIFF	A57408	ZWOLAK, JAMES J
<b>Address:</b>	1515 ARCH STREET PHILADELPHIA PA 19102		<b>Aliases:</b>	none	
2			PLAINTIFF	I1004	PHILA GAS WORKS
<b>Address:</b>	800 W MONTGOMERY AVE PHILADELPHIA PA 19122		<b>Aliases:</b>	PGW PHILA GAS WORKS CO	
3			DEFENDANT	@6202118	4041 CORPORATION
<b>Address:</b>	4109-21 LANCASTER AVE PHILADELPHIA PA 19100		<b>Aliases:</b>	none	

## Docket Entries

Filing	Docket Type	Filing Party	Disposition	Approval/
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Date/Time			Amount	Entry Date
09-JAN-2009 04:16 PM	ACTIV - ACTIVE CASE			09-JAN-2009 04:16 PM
<b>Docket Entry:</b>	<i>none.</i>			
09-JAN-2009 04:17 PM	JDPGW - GAS SERVICE CLAIM JDGMNT FILED	ZWOLAK, JAMES J	\$8,777.46	09-JAN-2009 12:00 AM
<b>Docket Entry:</b>	PURSUANT TO ACT OF MAY 16, 1923 (P.L. 207) AS AMENDED 53 P.S. SEC 7101 ET SEQ. A MUNICIPAL CLAIM FOR GAS SERVICE IS ENTERED IN FAVOR OF THE CITY OF PHILADELPHIA AND AGAINST DEFENDANT(S).			
09-JAN-2009 04:17 PM	CTYCH - CITY CHARGE	ZWOLAK, JAMES J		09-JAN-2009 12:00 AM
<b>Docket Entry:</b>	<i>none.</i>			

# **EXHIBIT E**

J. MATTHEW WOLFE, ESQUIRE  
ID #34814  
4256 Regent Square  
Philadelphia, PA 19104  
(215) 387-7300  
Matthew@Wolfe.org

Attorney for Petitioner

---

GUY LAREN : COMMONWEALTH OF PENNSYLVANIA  
: PUBLIC UTILITY COMMISSION  
:  
v. :  
: FILE # C-2008-2058148  
PHILADELPHIA GAS WORKS :

### PETITION TO ENFORCE SETTLEMENT

And now, the Petitioner, Guy Laren, through his attorney, J. Matthew Wolfe, Esquire, respectfully requests that the Pennsylvania Public Utility Commission enforce the settlement agreed to by the parties, respectfully representing as follows:

1. Guy Laren is the named Petitioner in the above captioned matter, whose address is 426 South 44<sup>th</sup> Street, Philadelphia, PA 19104. He is the sole officer of 4041 Corporation, the owner of 4109 Lancaster Avenue in Philadelphia.
2. This matter was the subject of an action before the Pennsylvania Public Utility Commission at Docket No. C-2008-2058148.
3. The parties to that action, Guy Laren and the Philadelphia Gas Works, reached a settlement at a settlement conference on November 14, 2008.
4. On November 19, 2008 counsel for the Plaintiff forwarded Mr. Laren a letter which purported to outline the terms of the agreement. (A copy of said letter is attached hereto and incorporated herein by reference, marked as Exhibit A)
5. On December 1, 2008, Mr. Laren forwarded to counsel for the Plaintiff a letter correcting them as to the terms of the agreement and bringing himself into compliance with the agreement. (A copy of said letter is attached hereto and incorporated herein by reference, marked as Exhibit B)

6. On December 9, 2008, the Pennsylvania Public Utility Commission closed the proceeding. (A copy of said order is attached hereto and incorporated herein by reference, marked as Exhibit C)

7. On December 15, 2008 counsel for the Plaintiff sent Mr. Laren a letter incorrectly representing that he was not in compliance with the agreement and incorrectly representing that Mr. Laren was under an obligation to pay the disputed amounts. (A copy of said letter is attached hereto and incorporated herein by reference, marked as Exhibit D)

8. On January 6, 2009, Mr. Laren sent the Pennsylvania Public Utility Commission a letter informing them of the dispute over the terms of the agreement and requesting that they assume jurisdiction in the matter. (A copy of said letter is attached hereto and incorporated herein by reference, marked as Exhibit E)

9. Mr. Laren never received further communications from the Philadelphia Gas Works, Pennsylvania Public Utility Commission or the Court and discovered on June 12, 2009 that a lien in the amount of \$8,777.46 had been placed against the property at 4109 Lancaster Avenue by the Philadelphia Gas Works on January 9, 2009 in violation of the settlement agreement.

WHEREFORE, your petitioner respectfully requests the Pennsylvania Public Utility Commission to open this matter, order that the Philadelphia Gas Works remove the lien placed on the property in Philadelphia's Common Pleas Court and enforce the settlement agreed to by the parties on November 14, 2008.

---

J. MATTHEW WOLFE, ESQUIRE  
Attorney for Petitioner

# **EXHIBIT F**

J. MATTHEW WOLFE, ESQUIRE  
ID #34814  
4256 Regent Square  
Philadelphia, PA 19104  
(215) 387-7300  
Matthew@Wolfe.org

Attorney for Petitioner

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GUY LAREN : COMMONWEALTH OF PENNSYLVANIA  
: PUBLIC UTILITY COMMISSION  
:  
v. :  
: FILE # C-2008-2058148  
PHILADELPHIA GAS WORKS :

### PETITION TO JOIN AN ESSENTIAL PARTY

And now, the Petitioner, Guy Laren, through his attorney, J. Matthew Wolfe, Esquire, respectfully requests that the Pennsylvania Public Utility Commission join the Philadelphia Housing Authority in this proceeding, respectfully representing as follows:

1. Guy Laren is the named Petitioner in the above captioned matter, whose address is 426 South 44<sup>th</sup> Street, Philadelphia, PA 19104. He is the sole officer of 4041 Corporation, the owner of 4109 Lancaster Avenue in Philadelphia.
2. This matter was the subject of an action before the Pennsylvania Public Utility Commission at Docket No. C-2008-2058148.
3. The parties to that action, Guy Laren and the Philadelphia Gas Works, reached a settlement at a settlement conference on November 14, 2008.
4. An action has been filed to enforce the settlement in that matter.
5. One of the issues in the matter is that the Philadelphia Housing Authority (the PHA) was a tenant and contracted for gas service with the Respondents, failing to pay the bills owed.
6. A municipal lien has been placed against the property due to the PHA's failure to pay for the gas service that it contracted for and used.
7. The PHA should be a party to this proceeding so that it can defend itself if it believes that it has a defense to the billings and so that it can be made responsible for the billings if it is found that they do owe the amounts in dispute.

WHEREFORE, your petitioner respectfully requests the Pennsylvania Public Utility Commission to open this matter, order the Philadelphia Housing Authority be joined in this proceeding.

Respectfully submitted,

---

J. MATTHEW WOLFE, ESQUIRE  
Attorney for Petitioner

# **EXHIBIT G**

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**Guy Laren** :  
 :  
 :  
 **v.** : **Docket No. C – 2008 – 2058148**  
 :  
 :  
 **Philadelphia Gas Works** :

**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.<sup>1</sup> *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

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<sup>1</sup> 52 Pa. Code §5.101(a) (1)

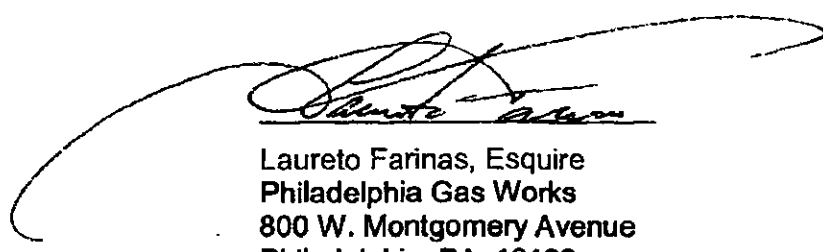
in the imposition of a municipal claim. PGW may collect as a municipal claim, unpaid debt for gas service rendered, even when the gas service was not rendered to the owner of the property. *Newberry Township v. Ray Stambaugh*, 848 A.2d 173; (Pa. Cmwith. 2000) In the instant matter, the Complainant simply 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**

A large, stylized handwritten signature in black ink, appearing to read 'Laureto Farinas', is written over a horizontal line. The signature is highly cursive and extends significantly to the left and right of the line.

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

J. MATTHEW WOLFE, ESQUIRE  
ID #34814  
4256 Regent Square  
Philadelphia, PA 19104  
(215) 387-7300  
Matthew@Wolfe.org

Attorney for Petitioner

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GUY LAREN : COMMONWEALTH OF PENNSYLVANIA  
: PUBLIC UTILITY COMMISSION  
: v. :  
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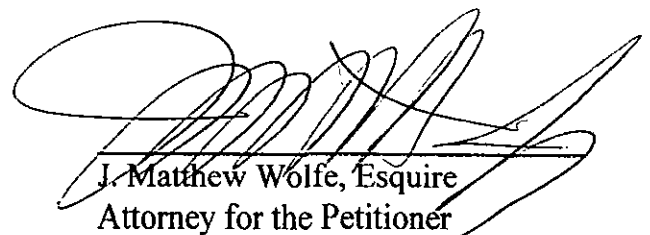
### CERTIFICATE OF SERVICE

I hereby certify that I am this day serving by First Class Mail the forgoing Memorandum upon:

Laureto A. Farinas  
PGW Legal Department  
800 West Montgomery Ave.  
Phila., PA 19122

General Counsel  
Philadelphia Housing Authority  
12 South 23<sup>rd</sup> Street  
Philadelphia, PA 19103

Hon. Cynthia Williams Fordham  
Administrative Law Judge  
Pennsylvania Public Utility Commission  
801 Market St., 4<sup>th</sup> Floor  
Phila., PA 19107



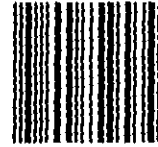
J. Matthew Wolfe, Esquire  
Attorney for the Petitioner

Date mailed: January 3, 2011

Mr Matthew Wolfe  
4256 Regent Sq  
Philadelphia PA 19104-4439



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