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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 :

**EXCEPTIONS GUY LAREN TO THE INITIAL DECISION OF THE OFFICE OF  
ADMINISTRATIVE LAW JUDGE OF FEBRUARY 8, 2012**

And now, the Petitioner, Guy Laren, through his attorney, J. Matthew Wolfe, Esquire, files these exceptions, respectfully representing as follows:

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

1. The agreement between the parties states that it is “In complete settlement of all issues in this matter.” The underlined emphasis comes directly out of the letter written by counsel for PGW outlining the terms of the settlement.
2. 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.
3. PGW is limited to pursuing collection against the responsible parties, the tenants who used the gas service. That is what the settlement agreement says.
4. 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.

5. 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).

6. 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.

7. 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.

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

8. In the settlement agreement, PGW agreed that they would be responsible for pro-rating the bills between the two relevant tenants, re-bill them and either resolve or litigate the dispute. They accomplished this with one tenant.

9. The Philadelphia Housing Authority has been unresponsive.

10. PGW may only collect any amounts owed from the Philadelphia Housing Authority.

11. 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.

WHEREFORE, the Petitioner, Guy Laren respectfully requests that the Initial Decision of the Office of Administrative Law Judge be altered to conform with these exceptions.

Respectfully submitted,



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### CERTIFICATE OF SERVICE

I hereby certify that I am this day serving by First Class Mail the forgoing Petition to Enforce Settlement upon:

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



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J. Matthew Wolfe, Esquire  
Attorney for the Petitioner

Date mailed: February 24, 2012