



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

IN REPLY PLEASE
REFER TO OUR FILE

ISSUED: December 11, 2006

F-01763537

VENESSA BURRELL
1748 EAST TULPENHOCKEN STREET
PHILADELPHIA PA 19138

Venessa Burrell
v.
Philadelphia Gas Works

**DOCUMENT
FOLDER**

TO WHOM IT MAY CONCERN:

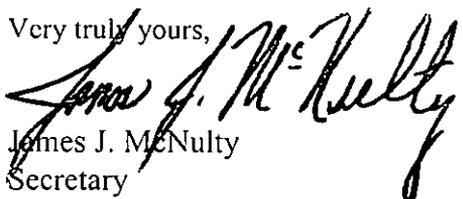
Enclosed is a copy of the Initial Decision of Administrative Law Judge Cynthia Williams Fordham. This decision is being issued and mailed to all parties on the above specified date.

If you do not agree with any part of this decision, you may send written comments (called Exceptions) to the Commission. Specifically, an original and nine (9) copies of your signed exceptions MUST BE FILED WITH THE SECRETARY OF THE COMMISSION 2ND FLOOR, KEYSTONE BUILDING, 400 NORTH STREET, HARRISBURG, PA OR MAILED TO P.O. BOX 3265, HARRISBURG, PA 17105-3265, within **twenty (20) days** of the issuance date of this letter. The signed exceptions will be deemed filed on the date actually received by the Secretary of the Commission or on the date deposited in the mail as shown on U.S. Postal Service Form 3817 certificate of mailing attached to the cover of the original document (52 Pa. Code §1.11(a)) or on the date deposited with an overnight express package delivery service (52 Pa. Code 1.11(a)(2), (b)). If your exceptions are sent by mail, please use the address shown at the top of this letter. A copy of your exceptions must also be served on each party of record. 52 Pa. Code §1.56(b) cannot be used to extend the prescribed period for the filing of exceptions/reply exceptions. A certificate of service shall be attached to the filed exceptions.

If you receive exceptions from other parties, you may submit written replies to those exceptions in the manner described above within **ten (10) days** of the date that the exceptions are due.

Exceptions and reply exceptions shall obey 52 Pa. Code 5.533 and 5.535 particularly the 40-page limit for exceptions and the 25-page limit for replies to exceptions. Exceptions should clearly be labeled as "EXCEPTIONS OF (name of party) - (protestant, complainant, staff, etc.)".

If no exceptions are received within **twenty (20) days**, the decision of the Administrative Law Judge may become final without further Commission action. You will receive written notification if this occurs.

Very truly yours,

James J. McNulty
Secretary

Encls.
Certified Mail
Receipt Requested
MH

ANDRE C DASANT ESQUIRE
PHILADELPHIA GAS WORKS
800 W MONTGOMERY AVENUE
PHILADELPHIA PA 19122

BTL

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Venessa Burrell

v.

Philadelphia Gas Works

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F-01763537

**DOCUMENT
FOLDER**

INITIAL DECISION

Before
Cynthia Williams Fordham
Administrative Law Judge

DOCKETED
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HISTORY OF THE PROCEEDING

On August 24, 2005, Venessa Burrell ("Burrell" or "Complainant") filed a formal complaint with the Pennsylvania Public Utility Commission ("Commission") against the Philadelphia Gas Works ("PGW" or "Respondent") alleging the following: that there are incorrect charges on her bill; that she wants the Commission to order the Respondent to remove the incorrect charges from her bill; that she wants the Respondent to remove unauthorized repairs made at 7353 N. 20th Street; and that she wants to pay her normal bill.

On September 14, 2005, the Respondent requested an extension of time to file the answer to the complaint.

On November 9, 2005, Chief Administrative Law Judge Veronica A. Smith issued an interim order setting a resolution conference.

On January 30, 2006, the Respondent, through its counsel, filed an Answer. The Respondent denied the allegations in the complaint concerning the inaccuracy of the

Complainant's bill. The Respondent averred that the Complainant established gas service at 1748 Tulpehocken Street on January 3, 2003. The Respondent referred to the Bureau of Consumer Services decision, dated July 15, 2005, finding the bills correct as rendered and instructing the Complainant to contact PGW for a payment arrangement.

On February 2, 2006, Chief Administrative Law Judge Veronica A. Smith issued an Interim Payment Order requiring the Complainant to pay her monthly bill until the Commission issued a final Order or the case was resolved.

The initial hearing in this matter was held on March 14, 2006, in the Philadelphia State Office Building before Administrative Law Judge Cynthia Williams Fordham. This was one of the call of the docket cases assigned for that afternoon. The Complainant, Venessa Burrell, testified in support of the complaint and sponsored 19 exhibits - Complainant's Exhibit 1-PGW bill due April 19, 2004 for Tulpehocken Street; Exhibit 2-PGW bill due May 18, 2004 for Tulpehocken Street; Exhibit 3-PGW bill due June 16, 2004 for Tulpehocken Street; Exhibit 4-PGW bill due in July 2005 for Tulpehocken Street; Exhibit 5-Notice to Vacate from Complainant for tenant Arnetra James; Exhibit 6-Enforcement of Judgment; Exhibit 7-Notice of Hearing; Exhibit 8-Request for Address from U.S. Postal Service; Exhibit 9-Two lease agreements for 20th Street-James; Exhibit 10-Complainant's letter to the Bureau of Consumer Services; Exhibit 11-Formal Complaint; Exhibit 12-Bureau of Consumer Services decision dated July 15, 2005; Exhibit 13-Respondent's Answer; Exhibit 14-Account History for Tulpehocken Street; Exhibit 15-PGW bill dated November 23, 2004; Exhibit 16-PGW bills dated December 15, 2004, January 18, 2005 and July 15, 2005 for Tulpehocken Street; Exhibit 17-Lease agreement for 20th Street; Exhibit 18-PGW bills dated August 16, September 16, October 17 and December 19, 2005 for 20th Street; and Exhibit 19-PGW unpaid final bill due July 11, 2003.

Andre C. Dasent, Esquire, represented the Philadelphia Gas Works. The Respondent presented one witness, Eloise Carnall, a customer review officer for the Respondent, who sponsored five exhibits: PGW Exhibit 1-Bureau of Consumer Services decision dated July 15, 2005; Exhibit 2-History Request for Tulpehocken Street (2003-2006);

Exhibit 3-History Request for 20th Street for service from April 2004 to November 4, 2005; Exhibit 4-Property Detail Report for Tulpehocken Street; and Exhibit 5-Property Detail Report for 20th Street.

The record was held open so that the presiding officer could determine whether one or more tenants needed to be added as an indispensable party. In Order #2, dated May 8, 2006, the Complainant was ordered to provide the name of the tenant who applied for service from the Respondent and either a copy of a bill for service between July and November 2005 or some evidence that the tenant applied for or paid the Respondent for service during this time.

On May 25, 2006, the presiding officer received a letter from the Complainant with a copy of a bill for Gregory El at 7353 N. 20th Street, Philadelphia, dated March 20, 2006. The Complainant noted that she provided a lease during the hearing. The bill had a past due balance of \$3,188.38.

Based on the information provided by the Complainant, in Order #3, dated July 25, 2006, the presiding officer instructed the Respondent to send the Complainant and the presiding officer a copy of Mr. El's account statement for the 20th Street property.

With a cover letter dated July 11, 2006, Eloise Carnall, the Respondent's witness, sent a copy of the Complainant's account statement for 20th Street for service from April 2004 to November 2005 and the account statement for Gregory El for service from November 2005 to June 2006. In the correspondence, Ms. Carnall stated that on June 28, 2006, the gas service for Mr. El was "dug up at the main" for non-payment. The July 11, 2005 letter was marked PGW Exhibit 6. The account statement for the Complainant was marked PGW Exhibit 3A since it pertains to the same time period as PGW Exhibit 3. The account statement for Mr. El was marked PGW Exhibit 7.

On August 7, 2006, the presiding officer received correspondence from the Complainant dated August 2, 2006. The correspondence was marked Complainant's Exhibit 20. The Complainant questioned why the start date was April 23, 2004 and the end date was

November 15, 2004 for the first bill on PGW Exhibit 3A. She submitted correspondence, dated July 21, 2004, requesting that the Respondent put the gas account in her name at that time until a tenant moved in. The correspondence was marked Complainant's Exhibit 21. The bill due June 16, 2004 was included in the Complainant's packet. That document has already been marked Complainant's Exhibit 3 and entered into evidence.

In Order #4, dated August 15, 2006, the presiding officer stated that based on the information submitted by the parties after the March 14, 2006 hearing, neither of the tenants needed to be added as an indispensable party. Consequently, an additional hearing was not necessary. In addition, the parties were given the opportunity to object to the proposed late-filed exhibits.

On August 17, 2006, the presiding officer received a copy of a letter, dated August 15, 2006, that Ms. Carnall sent to the Complainant in response to her August 2, 2006 letter.

On August 22, 2006, the presiding officer received correspondence from the Complainant dated August 20, 2006. She objected to PGW Exhibit 3A because the start date was April 23, 2004 instead of the requested start date of July 21, 2004 set forth in Complainant's Exhibit 21. She objected to PGW Exhibit 6 because the bill should not have been in her name after a new tenant occupied the premises. She did not object to or agree to PGW Exhibit 7 since she does not know how much the tenant uses.

On August 24, 2006, the presiding officer received a memorandum from the Respondent's attorney indicating that he did not object to the Complainant's late-filed exhibits.

Complainant's Exhibits 20 and 21 are admitted without objection. PGW Exhibits 3A and 6 are admitted and the Complainant's objections are noted. PGW Exhibit 7 is admitted without objection.

The record in this case consists of a 72-page transcript and 29 exhibits. In accordance with Order #4, the record in this case closed on August 31, 2006.

FINDINGS OF FACT

1. The Complainant is Venessa Burrell, 1748 East Tulpehocken Street, Philadelphia, PA 19138.
2. The Respondent in this proceeding is the Philadelphia Gas Works.
3. The Complainant is the owner of the properties at 1748 East Tulpehocken Street, Philadelphia, PA 19138 and 7353 North 20th Street, Philadelphia, PA 19138 (Tr. 7, 8; PGW Ex. 4, 5).
4. The Respondent's charge for repairing a heater valve on Tulpehocken Street on December 30, 1999 was \$176.72. In June 2003, the Complainant received a final bill in the amount of \$233.88 for this repair (Tr. 16; C. Ex. 10, 12, 19; PGW Ex. 1).
5. Since the repair bill was more than four years old, the Respondent agreed that the Complainant should not be held responsible for this bill (Tr. 16, 17, 34, 43; C. Ex. 12).
6. The prior tenant at Tulpehocken Street asked the Respondent to discontinue the gas service effective January 3, 2003 (Tr. 43; PGW Ex. 1).
7. The Respondent did not discontinue the service on January 3, 2003. The charges for service from January 3, 2003 to July 28, 2003 were \$841.82 for 637 ccfs of gas (Tr. 43-46; PGW Ex. 2).
8. The Complainant established gas service in her name at the Tulpehocken Street property on August 20, 2003 (Tr. 8; PGW Ex. 2).

9. On May 24, 2004, the Respondent moved the Complainant's account start date from August 20, 2003 back to January 3, 2003. In addition, the Respondent added the \$841.82 bill for gas service to the Complainant's bill. The balance was \$1,121.31 (Tr. 10, 11, 44, 46, 47; PGW Ex. 1).

10. The Complainant did not receive an itemized bill to explain the additional charge on her June 2004 bill. The Respondent did not provide an explanation to the Complainant when she questioned the charges on her June 2004 bill (Tr. 10, 11, 47, 52, 53, 55, 56; C. Ex. 10, 20).

11. Since the gas meter at the Tulpehocken Street property is outside, the Respondent could terminate the service without going in the property (Tr. 60, 61).

12. Between August 2003 and February 2006, the Complainant paid the current bill for gas usage for service at the Tulpehocken Street property (PGW Ex. 2).

13. The Complainant, landlord, and Arnetra James, tenant, signed a lease for 7353 North 20th Street on December 27, 2000 for the period from January 1, 2001 through December 31, 2001. It indicated that the tenant was responsible for paying for the utilities including natural gas (Tr. 14; C. Ex. 9, 10).

14. The Complainant and Ms. James signed a lease on March 16, 2002 for the period from March 1, 2002 to February 28, 2003. It stated that the tenant was responsible for paying for the utilities including natural gas (Tr. 14; C. Ex. 9, 10).

15. Ms. James continued to live at the 20th Street property in 2003 (Tr. 12).

16. Since Ms. James was not paying rent, the Complainant sent Ms. James a Notice to Vacate, dated July 1, 2003. The Notice instructed Ms. James to leave by July 11, 2003 (Tr. 12; C. Ex. 5, 10).

17. When Ms. James did not leave the 20th Street property, the Complainant went to the Philadelphia Municipal Court and received a Judgment of Possession which was effective August 26, 2003 (Tr. 13; C. Ex.6, 10).

18. The judge gave Ms. James until October 2003 to vacate the premises because she had children and winter was approaching (Tr. 12, 38; C. Ex. 6, 10).

19. The Complainant went back to court on November 24, 2003 because Ms. James did not vacate prior to November 2003. The hearing in Burrell v. James was scheduled for January 13, 2004 (Tr. 13, 14, 39; C. Ex. 7, 10).

20. The Complainant did not appear in court on January 13, 2004 (C. Ex. 10).

21. The Complainant went to the 20th Street property on February 26, 2004 and discovered that Ms. James was gone. She vacated the premises between the January 13, 2004 Municipal Court date and February 26, 2004 (Tr. 14; C. Ex. 10).

22. According to the Respondent's records, Ms. James had gas service in her name at 7353 North 20th Street from April 2, 2002 to February 19, 2004. Her final bill was \$1,972.75 (Tr. 43; PGW Ex. 1).

23. After the Complainant filed an informal complaint in this matter, she sent a letter to the investigator explaining that the tenant was responsible for the bill (Tr. 14, 15; C. Ex. 10).

24. On July 21, 2004, the Complainant requested that the Respondent change the account for service to the 20th Street property to her name. Since she is on Social Security disability, she did not have money to repair the property at the time (Tr. 19).

25. In the fall of 2004, she began the repairs (Tr. 19, 20).

26. When she received the November 2004 bill, she questioned how one month would be \$538.00 since the gas was used only during the day while the repairmen were there (Tr. 20).

27. She also complained that she was overbilled in December 2004, January, February, March and April 2005 (Tr. 20, 21).

28. The Complainant and Tareka and Carlton Harris signed a lease agreement for the 20th Street property. It was a month to month lease beginning July 1, 2005. The following three kids were listed on the lease: Hezekiah El, Shahenda El and Shymena Harris (Tr. 23; Complainant's Exhibit 17).

29. The Respondent does not have a record of anyone applying for service at the 20th Street property between April 23, 2004 and November 4, 2005 (Tr. 51).

30. The Complainant has never made a payment on this account (Tr. 51; PGW Ex. 6).

31. The total charges for the Complainant for gas service at 20th Street from April 2004 through November 4, 2005 were \$4,417.42 (PGW Ex. 6)

32. The charges for 7353 North 20th Street were based on actual meter readings (Tr. 50; PGW Ex. 3).

33. Gregory El established gas service with the Respondent effective November 4, 2005 for the 20th Street property (PGW Ex. 6, 7)

34. Mr. El did not make any payments on the account between the date the service was established and June 28, 2006, the date the "gas service was dug at the main for non-payment" (PGW Ex. 6, 7).

35. The total account balance owed by Mr. El is \$4,327.03. The balance includes charges of \$4,039.03 for gas service plus an unpaid deposit of \$288.00 (PGW Ex. 7).

36. The Bureau of Consumer Services decision, dated July 15, 2005, indicated that the bills for service to the Tulpehocken Street and 20th Street properties were correct as rendered. The Complainant was instructed to contact the Respondent for a payment arrangement (Tr. 43, 44; PGW Ex. 1).

DISCUSSION

Pursuant to section 332(a) of the Public Utility Code, 66 Pa. C.S. §332(a), the burden of proof is on the proponent of a rule or order. In this proceeding, the Complainant is the proponent of a rule or order. Therefore, the Complainant bears the burden of proving by a preponderance of the evidence that the Respondent has violated the Public Utility Code or a regulation or order of the Commission. Se-Ling Hosiery v. Margulies, 364 Pa. 45, 70 A.2d 854 (1950). The Complainant must show that the utility is responsible or accountable for the problem described in the complaint. Feinstein v. Philadelphia Suburban Water Company, 50 Pa. P.U.C. 300 (1976).

The record in this proceeding must be reviewed to determine whether the Complainant has satisfied her burden of proof. If the burden of proof has been satisfied, then it must be determined whether the Respondent has submitted evidence of “co-equal” value or weight to refute the Complainant’s evidence. If this has occurred, the burden of proof has not been satisfied, unless the Complainant presented additional evidence. Morrissey v. Pa. Dept. of Highways, 424 Pa. 87, 225 A.2d 895 (1967).

In addition to determining whether the Complainant has satisfied her burden of proof, care must be exercised to insure that the Commission’s decision is supported by substantial evidence. 2 Pa. C.S. §704. Various Pennsylvania courts have defined the term “substantial evidence” as such relevant evidence that a reasonable mind might accept as adequate to support a conclusion. Substantial evidence is more than a mere trace of evidence or a

suspicion of the existence of a fact sought to be established. Norfolk & Western Ry. Co. v. Pa. P.U.C., 489 Pa.109, 413 A. 2d 1037 (1980); Murphy v. Dept. of Public Welfare, 85 Pa. Commonwealth Court 23, 480 A.2d 382 (1984).

Tulpehocken Street

The Complainant questioned how her new balance in June 2004 was \$1,121.31 when the previous balance was \$366.13, she paid \$244.22 and her current charges were \$41.94. Since she did not get an answer, she concluded that her former tenant's past due bills were added to her account (Tr. 10, 11; C. Ex. 1, 2, 3; PGW Ex. 2).

It is undisputed that the Complainant established gas service in her name at the Tulpehocken street property to do repairs on August 20, 2003(Tr. 8; PGW Ex. 2). After reviewing the history request report for Tulpehocken Street, the Complainant testified that she did not remember establishing service on January 3, 2003 (Tr. 18). During the hearing Eloise Carnall, the Respondent's witness, explained that the prior tenant at Tulpehocken Street asked the Respondent to discontinue the gas service effective January 3, 2003(Tr. 43). The Respondent's witness testified that the Respondent did not discontinue the service on January 3, 2003 because the Complainant refused to provide access to the property (Tr. 44). The Respondent's witness explained that on May 24, 2004, the Respondent changed the Complainant's account start date from August 20, 2003 to January 3, 2003 and added the \$841.82 charge to her bill (Tr. 44, 46, 47). The charges for service from January 3, 2003 to July 28, 2003 were \$841.82 for 637 ccfs of gas. Therefore, she was billed from January 3, 2003 to July 2005 (Tr. 44; PGW Ex. 1).

The Complainant never received an actual bill for the prorated services (Tr. 52). She did not receive a separate bill from January 3, 2003 to July 28, 2003 when the Respondent made the adjustment on May 14, 2004 (Tr. 53). There was no itemized bill to explain the charge (Tr. 53).

There is no evidence in the record to show that the Respondent provided an explanation of the \$841.82 charge prior to the hearing. In addition, the Respondent charged the Complainant late charges on the \$841.82 starting on May 22, 2004, the date the charge was added to her bill (C. Ex. 20; PGW Ex. 2).

The record shows that the Respondent could have read the meter which was on the outside of the property, terminated the service on January 3, 2003 and issued a final bill to the tenant. However, the Respondent's witness stated that the service was not terminated because the Respondent did not know whether the Complainant wanted the service disconnected (Tr. 60, 61). The Complainant testified that the Respondent never contacted her to ask whether she wanted the service on (Tr. 61). There is no evidence in the record to show that bills were sent to the former tenant or to the landlord between January 2003 and July 2003. It was unreasonable to continue service after the tenant requested termination of service and the tenant received a final bill. Furthermore, when the Complainant questioned why her bill increased in June 2004, she was not given an explanation. The transfer does not appear on the bill. The Complainant is not responsible for gas service that she did not request and service that the Respondent could have terminated without accessing the property. The Complainant has met her burden of proving that she did not request the service and that she is not responsible for the bills. Therefore, the Respondent is ordered to remove the \$841.82 charge for gas usage from the Complainant's bill for Tulpehocken Street and remove the late charges it added starting on May 22, 2004. Since the Complainant paid her current bills, the past due account balance will be zero when the charges are deleted.

The Respondent's attorney agreed that the Respondent would not pursue payment of the repair bill in the amount of \$233.88 (Tr. 34, 43; C. Ex. 19).

20th Street

The Complainant also disputed the amount of the bills she received for the 20th Street property (Tr. 20, 21; C. Ex. 14, 15, 16). The Complainant provided copies of leases and

papers concerning her attempts to evict Arnetra James from the 20th Street property (Tr. 12-15, 16; C. Ex.5, 6, 7, 8, 9, 10, 17).

The Respondent presented evidence to show that Ms. James was given a final bill after she left on February 19, 2004. Her final bill was \$1,972.75 (Tr. 43).

The Respondent has presented evidence to show that it charged Ms. James for service until February 19, 2004, the date that she vacated the 20th Street property. Therefore, the Complainant's assertion that Ms. James' unpaid bill was transferred to her account has not been proven.

After the Complainant established service for the 20th Street property in 2004, she received bills for the following amounts:

Service to	Ccfs used	Amount
11/15/2004	302	\$538.86
12/14/2004	219	\$380.12
1/14/2005	337	\$599.77
2/14/2005	420	\$706.37
3/15/2005	381	\$591.30
4/15/2005	148	\$234.84
5/13/2005	39	\$69.85
6/14/2005	10	\$28.27
7/14/2005	14	\$35.42
8/15/2005	22	\$48.31
9/15/2005	19	\$44.27
10/14/2005	30	\$71.17
11/4/2005	144	\$305.82

(C. Ex. 15, 16, 18; PGW Ex. 3)

The Complainant questioned why the account statement started in April 2004 when she did not request service until July 2004 (C. Ex. 20, 21; PGW Ex. 3, 3A, 6). The Respondent started from the last meter reading prior to the service turn-on date in November 2004. The Complainant stated that she was overcharged for the service from November 2004 through April 2005 (Tr. 20, 21; C. Ex. 15, 16, 18; PGW Ex. 3). She contends that the repairmen only had the heat on when they were working. There is no evidence in the record to show the number of hours and days that they worked or the temperature that the thermostat was on. In addition, there is no other evidence in the record to use as a comparison. Consequently, the Complainant has failed to prove that the Respondent overcharged her for the service between November 2004 and April 2005.

The Complainant contends that the account should have been transferred to the tenant's name in July 2005. She has provided a lease agreement to show that she leased the property in July 2005 (C. Ex. 17). However, the tenant's bill that was provided was for March 2006. The Respondent admitted that Mr. Gregory El established service for the 20th Street property on November 4, 2005. The Respondent stated that it does not have evidence that anyone requested service for this property between April 2004 and November 2005 (Tr. 53). The Complainant has failed to show that the tenant had an account between July 2005 and November 4, 2005. Therefore, she has not sustained her burden of proving that she is not responsible for the bills during that time.

Based on the evidence in the record, the complaint is sustained in part and dismissed in part. The Complainant is not responsible for the charges for service from January 3, 2003 to July 28, 2003 on Tulpehocken Street in the amount of \$841.82 or the late charges assessed after May 22, 2004. The Respondent is ordered to remove these charges from her account. In addition, the Respondent shall cancel the repair bill in the amount of \$233.88 for repairs made in December 1999. The Complainant's allegations that tenants are responsible for some of the charges for 20th Street between April 2004 and November 2005 and that the Respondent overcharged her are dismissed. The Complainant is ordered to pay the outstanding bill for the 20th Street account.

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the parties and subject matter in this proceeding. 66 Pa. C.S. §701.
2. That the Complainant has the burden of proof in this matter pursuant to 66 Pa. C.S. §332(a).

ORDER

THEREFORE,

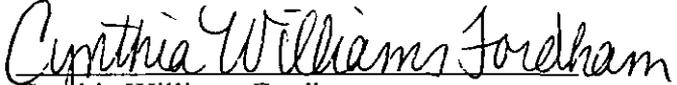
IT IS ORDERED:

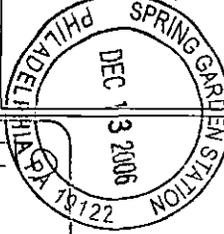
1. That the complaint filed by Venessa Burrell against the Philadelphia Gas Works at Docket F-01763537 is sustained in part and dismissed in part. It is sustained with respect to the final bill for repair for Tulpehocken Street, dated July 11, 2003, and for charges for Tulpehocken Street between January 3, 2003, and July 28, 2003, and the late charges assessed to that account after May 22, 2004. It is dismissed with respect to the other allegations in the complaint.
2. That Complainant's Exhibits 20 and 21 are admitted without objection. PGW Exhibits 3A and 6 are admitted and the Complainant's objections are noted. PGW Exhibit 7 is admitted without objection.
3. That the Respondent shall cancel the final bill for Account Number 0692489479 for 7353 N. 20th Street in the amount of \$233.88.
4. That the Respondent shall remove the charges of \$841.82 and the late charges assessed after May 22, 2004 from the Complainant's Tulpehocken Street account.

5. That the Complainant is responsible for paying the charges for the 20th Street account.

6. That the record in this case is marked closed.

Date: November 20, 2006


Cynthia Williams Fordham
Administrative Law Judge

2. Article Number		COMPLETE THIS SECTION ON DELIVERY	
 7160 3901 9843 1965 3403		A. Received by (Please Print Clearly) D LUCAS	B. Date of Delivery 12-13
3. Service Type CERTIFIED MAIL		C. Signature X [Signature]	
4. Restricted Delivery? (Extra Fee) Yes		<input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to:		D. Is delivery address different from Item 1? If YES, enter delivery address below:	
F-01763537 <i>Andre C. Disent Esq.</i>			

PS Form 3811, February 2003

Domestic Return Receipt

2. Article Number		COMPLETE THIS SECTION ON DELIVERY	
 7160 3901 9843 1965 3465		A. Received by (Please Print Clearly)	B. Date of Delivery 12-15
3. Service Type CERTIFIED MAIL		C. Signature X [Signature]	
4. Restricted Delivery? (Extra Fee) Yes		<input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to:		D. Is delivery address different from Item 1? If YES, enter delivery address below:	
F-01763537 I 10 <i>Venessa Burrell</i>			

PS Form 3811, February 2003

Domestic Return Receipt