



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

March 19, 2014

Administrative Law Judge Cynthia W. Fordham
Pennsylvania Public Utility Commission
Office of Administrative Law Judge
Suite 403
801 Market Street
Philadelphia, PA 19107

RE: ABO Haven, Inc. v. Philadelphia Gas Works, Docket No. C – 2013 – 2351088

Dear Judge Fordham:

Please find enclosed PGW's answer to the Motion to Join Indispensable Party of the Complainant, ABO Haven Inc. PGW does not object the joining of Berean Institute as a party to this matter.

If you need additional information about this matter, please contact me at my direct-dial number above. Thank you.

Sincerely,



Laureto Farinas

cc: Service List
Ted Savage (PGW Mail)
Linda Pereira
Wendy Vacca

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

ABO Haven, Inc.

v.

Philadelphia Gas Works

:
:
:
:
:

Docket No. C– 2013 – 2351088

**Philadelphia Gas Works' Answer
To Motion To Join Indispensable Party**

Pursuant to 52 Pa. Code §5.61, the Philadelphia Gas Works (“PGW”) hereby answers the Complainant’s Motion To Join Indispensable Party, Berean Manual Training and Industrial School (“Joinder Party”) filed in the above captioned matter. PGW hereby avers the following:

1. Admitted. By way of further answer, the “Premises,” 1901 W. Girard Avenue, Philadelphia, Pennsylvania 19130 is the Service Address, from which the Complainant and the Joinder Party received PGW gas service (“Premises” or “Service Address”).
2. Admitted.
3. Admitted.
4. Denied. PGW lacks sufficient knowledge to determine the truth of the averment concerning the “understanding” of the Complainant and the Joinder Party concerning the payment of gas service at the Service Address. Therefore, PGW denies this averment.
5. Denied. PGW lacks sufficient knowledge to determine the truth of the averment concerning a request or receipt of express written consent from the “DOE” for any matter concerning the payment of gas service by any tenant/occupant at the Service Address. Therefore, PGW denies this averment.
6. PGW lacks sufficient knowledge to determine the truth of the averment concerning a discovery of an unauthorized sub-letting of the Premises / Service Address by the Joinder Party. Therefore, PGW denies this averment.
7. PGW lacks sufficient knowledge to determine the truth of the averment concerning the Joinder Party’s decamping from the Premises / Service Address

which precipitated the Complainant applying for gas service. Therefore, PGW denies this averment.

8. Admitted in part; denied in part. After unauthorized usage was discovered at the Service Address, PGW noted that service to the Service Address had been terminated on April 15, 2009 for nonpayment with an outstanding balance of approximately \$50,000 in an account under the name of the Joinder Party.

9. Admitted in part; denied in part. On August 28, 2012, PGW discovered that someone other than PGW turned gas on since service had been terminated in April 2009. On August 28, 2012, PGW terminated gas service at the Service Address and subsequently calculated that the entire amount to be billed for Unauthorized Use for gas service to the Service Address was \$108,075.09. It is admitted that PGW requested a deposit in excess of \$6,500 and over \$10,000 to restore service. By way of further answer, in October 2012, PGW provided the Complainant with revised terms to restore gas service based upon the amount determined as the Complainant's gas use from the Complainant's square footage occupancy of the Service Address. The new amount to restore was \$16,539.76.

10. Admitted.

11. Admitted.

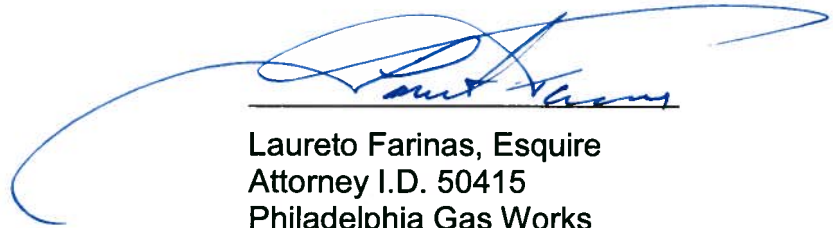
12. Denied. The averment in Paragraph 12 of the Motion is a legal conclusion. Therefore, PGW denies the averment.

13. Admitted. PGW admits that the Joinder Party, as primary tenant, is primarily responsible for the gas use at the Service Address including Unauthorized Usage charges.

Wherefore, PGW does not oppose the Joinder of the Berean Manual Training and Industrial School to this matter.

Respectfully submitted,

March 19, 2014

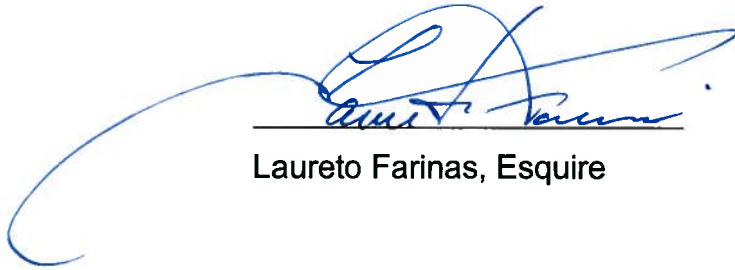


Laureto Farinas, Esquire
Attorney I.D. 50415
Philadelphia Gas Works
800 W. Montgomery Avenue
Philadelphia, PA 19122
(215) 684-6982

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.

March 19, 2014



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: ABO Haven, Inc.

Nino V. Tinari, Esq.
Janet Lee, Esq.
Nino V. Tinari & Associates
1528 Walnut Street
Suite 1212
Philadelphia, PA 19102

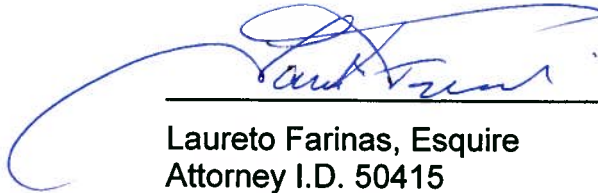
Argo Simpkins, President and CEO
ABO Haven, Inc.
1901 W. Girard Avenue
Philadelphia, PA 19130

For Joinder Party: Berean Manual Training and Industrial School

Dr. Lorraine Poole-Naranjo
705 West Mermaid Lane
Philadelphia, PA 19118

Berean Institute
P.O. Box 56035
Philadelphia, PA 19130

March 19, 2014



Laureto Farinas, Esquire
Attorney I.D. 50415
Philadelphia Gas Works
800 W. Montgomery Avenue
Philadelphia, PA 19122
(215) 684-6982