



**PHILADELPHIA GAS WORKS**

800 West Montgomery Avenue • Philadelphia, PA 19122

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Graciela Christlieb, Senior Attorney  
Legal Department  
Direct Dial: 215-684-6164  
FAX: 215-684-6798  
graciela.christlieb@pgworks.com

August 28, 2014

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

**Re: Charles Jacobs v. PGW, Docket No. C – 2014 – 2429269**

Dear Secretary Chiavetta:

Pursuant to 52 Pa. Code §1.15(b), the Philadelphia Gas Works ("PGW") hereby files a Motion for Continuance of Hearing in the above captioned matter.

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

Sincerely,

  
Graciela Christlieb

Enclosure

cc: Charles Jacobs (FedEx)  
Tiffany Higgins (PGW Mail)

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Charles Jacobs	:	
	:	
Complainant	:	
	:	
v.	:	Docket No. C-2014-2429269
	:	
	:	
Philadelphia Gas Works,	:	
	:	
Respondent	:	

**MOTION FOR CONTINUANCE OF HEARING**

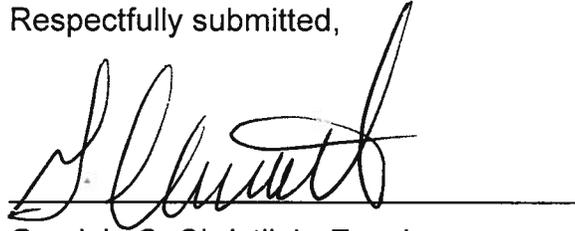
Pursuant to 52 Pa. Code § 1.15(b), Philadelphia Gas Works, the Respondent (PGW) hereby requests a continuance of the hearing in this matter scheduled for Friday, September 5, 2014. In support of its motion, PGW states as follows:

1. On November 20, 2013, the Complainant filed an informal complaint with the BCS under BCS No. 3174521.
2. On May 9, 2014, the BCS issued a decision in BCS No. 3174521, finding that the Complainant was not liable for the charges for Unauthorized Usage as PGW did not provide enough documentation to prove the Complainant's liability for the Unauthorized Usage.
3. On June 23, 2014 PGW filed a *de novo* Appeal of the Decision of the Bureau of Consumer Services BCS No. 3174521, which is attached hereto as Exhibit A.
4. On June 26, 2014, the Complainant filed a Formal Complaint under Docket No. C-2014-2429269 involving the same factual circumstances as his complaint to the BCS and seeking the have gas service restored.
5. The Complainant has failed to respond to PGW's Appeal, which supports PGW's assertion of theft of gas service at the Service Address.
6. The Appeal filed by PGW involves the same material issues and relevant circumstances as the Formal Complaint filed in the instant case. The Appeal filed by PGW is still pending.
7. PGW intends to file a motion to consolidate these matters, shortly.

**WHEREFORE**, Complainant requests that the hearing scheduled for Friday, September 5, 2014, in the above captioned matter be continued until such a time as a decision has been reached on the pending Appeal.

Respectfully submitted,

August 28, 2014

A handwritten signature in black ink, appearing to read "Graciela C. Christlieb", is written over a horizontal line. The signature is fluid and cursive.

Graciela C. Christlieb, Esquire

**VERIFICATION**

I, Graciela Christlieb, 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.

August 28, 2014

  
\_\_\_\_\_  
Graciela Christlieb, 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:

Mr. Charles Jacobs  
1522 N. 61<sup>st</sup> Street  
Philadelphia, PA 19151-4220

August 28, 2014

  
\_\_\_\_\_  
Graciela Christlieb, Esquire  
Philadelphia Gas Works  
800 W. Montgomery Avenue  
Philadelphia, PA 19122  
(215) 684-6164



**PHILADELPHIA GAS WORKS**

800 West Montgomery Avenue • Philadelphia, PA 19122

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Danielle Leva, Paralegal  
Legal Department  
Direct Dial: 215-684-6862  
FAX: 215-684-6798  
E-mail: [danielle.leva@pgworks.com](mailto:danielle.leva@pgworks.com)

June 23, 2014

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

**RE: Notice of Intent to Appeal BCS Decision No. 3174521**

Dear Secretary Chiavetta:

Pursuant to 52 Pa. Code §5.61, the Philadelphia Gas Works ("PGW") hereby files this appeal of the decision of the Commission's Bureau of Consumer Services ("BCS") dated May 9, 2014 under BCS Case No.3174521.

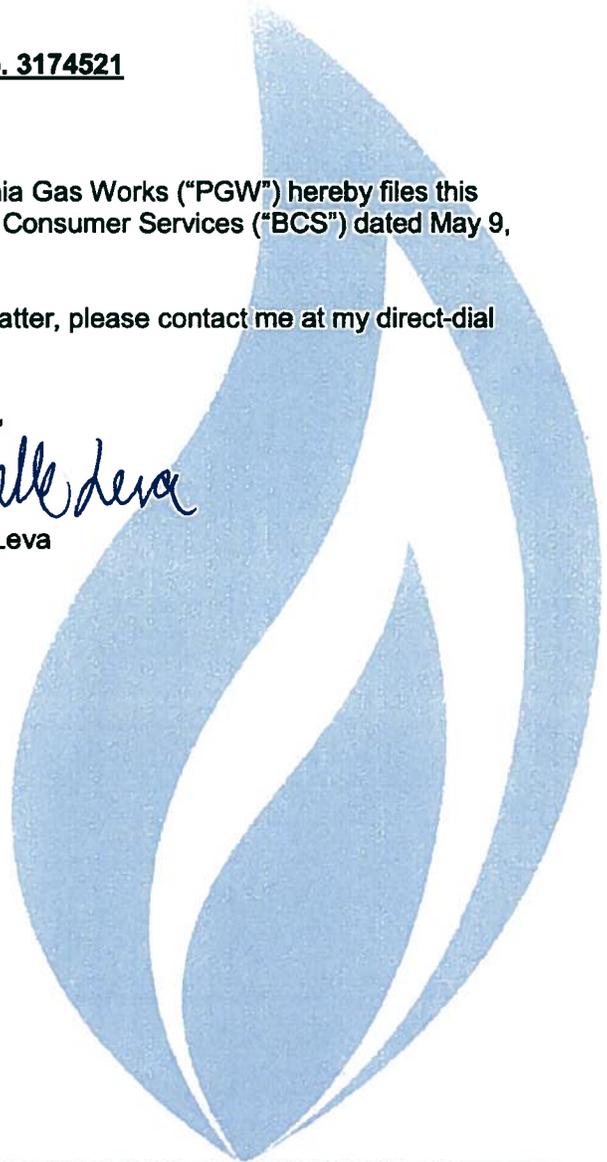
If you need additional information about this matter, please contact me at my direct-dial number above. Thank you.

Sincerely,

A handwritten signature in blue ink that reads "Danielle Leva".

Danielle Leva

cc: Service List  
Linda Pereira  
Wendy Vacca



**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

<b>Charles Jacobs,</b>	:	
Complainant/Appellee	:	
	:	<b>Appeal of BCS No. 3174521</b>
<b>v.</b>	:	
	:	<b>Docket No. _____</b>
<b>Philadelphia Gas Works,</b>	:	
Respondent/Appellant	:	

**Philadelphia Gas Works' Appeal of the  
Decision of the Bureau of Consumer Services  
Dated, May 9, 2014; Case No. 3174521**

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Pursuant to 52 Pa. Code §5.61, the Philadelphia Gas Works ("PGW") hereby files this appeal of the decision of the Commission's Bureau of Consumer Services ("BCS") dated May 9, 2014 under BCS Case No. 3174521, attached hereto as Exhibit "A." That BCS decision, found that the PGW failed to provide sufficient information to support PGW's finding that the Complainant was responsible for the payment for charges for unauthorized usage at the Complainant's residence. In support of its appeal, PGW hereby avers the following:

1. The Appellant/Respondent is Philadelphia Gas Works, located at 800 W. Montgomery Avenue, Philadelphia, Pennsylvania 19122, Legal Department, Laureto Farinas, Senior Attorney, 215-682-6982.
2. The Appellee/Complainant is Charles Jacobs, the Customer of Record of to 1522 N 61<sup>st</sup> Street, Philadelphia, Pennsylvania ("Service Address").
3. On February 21, 2013, PGW billed the Complainant for Unauthorized Usage after finding a meter bypass at the Service Address on February 20, 2013. The bill for Unauthorized Usage was for \$7,839.73 and represented 4692 CCF in gas use for the period from March 24, 2009 through February 20, 2013. The bill for Unauthorized Usage is based on prior historical consumption at the Service Address pursuant to PGW Gas Service Tariff §8.3 – Tampering states,

In the event of the Company's meters or other property being tampered or interfered with, the Customer being supplied through such equipment shall pay the amount which the Company may estimate is due for service used even if such usage is not registered on the Company's meter, and for any repairs or such replacements required, as well as for costs for inspections, investigations, damages and protective equipment and installations prior to reconnection. Philadelphia Gas Works Gas Service Tariff – Pa. P.U.C. No. 2, §8.3 (emphasis added)

4. The Complainant filed an informal complaint with the BCS on November 20, 2013 under BCS No. 3174521.
5. On May 9, 2014, the BCS issued a decision in BCS No. 3174521, finding that the Complainant was not liable for the charges for Unauthorized Usage as PGW did not provide enough documentation to prove the Complainant's liability for the Unauthorized Usage.
6. PGW seeks a *de novo* review of the facts of this matter in order to demonstrate that the BCS did not review all of the information concerning this matter in the context of the Complainant's informal complaint.
7. On March 23, 2009 the Complainant made application for PGW gas service to the Service Address. The Complainant provided a lease for the Service Address dated September 28, 2008, a copy of which is attached hereto as Exhibit "B." The Complainant and PGW scheduled a turn on of service for March 24, 2009.
8. On March 24, 2009 PGW was at the Service Address to turn on the gas service when it determined there was no gas to the "head" of the service. That is, there was no connection from the street leading into the Service Address. PGW would need to "renew the service," and complete additional work from the street to turn on the gas service.
9. Later in the day of March 24, 2009, PGW's Distribution Department was at the Service Address and renewed the service. In attempting to turn on the gas service, PGW found that there was no water in the house heating system and there was no chimney cap. These conditions posed a hazard and prevented the safe operation of the gas heater. PGW informed the Complainant that he had to make the necessary repairs prior to the turn on of gas service. PGW removed the meter at the Service Address (Meter No. 1399801) and did not install a new meter due to the hazardous conditions.

10. After March 24, 2009, the Complainant did not contact PGW to notify that the hazardous conditions had been addressed and repaired in order to install a meter and to turn on gas service to the Service Address.
11. On February 21, 2013 (four years after the PGW renewed the service and gave notice to repair hazardous conditions) PGW was at the Service Address as a result of a Leak Investigation on the block, (1500 N. 61<sup>st</sup> Street) and Unbilled Usage Investigation. While checking homes on the block, PGW Serviceperson, Joseph Schiavo, Field Services Department was admitted into the Service Address by the Complainant. Once in the Service Address, PGW Serviceperson Shiavo discovered an iron pipe bypass "inlet to outlet" on the meter bar, causing gas to flow to the Complainant's gas appliances without being metered. (See "Theft Reporting Sheet," which is attached hereto as Exhibit "C" and incorporated herein as if fully set forth.)
12. Someone other than PGW personnel restored the gas service by connecting an iron pipe from the street piping into the Service Address and the Complainant's appliances, without any metering apparatus. (See Exhibit "C.")
13. PGW Serviceperson Schiavo noted that he found the gas service on at the Service Address and left having turned the gas service off. He noted further that no meter had been installed at the Service Address since March 24, 2009. (See Exhibit "C.")
14. On February 21, 2013 PGW billed the Complainant for the Unauthorized Usage resulting from the meter bypass for the period from March 24, 2009 (at index 0) through February 20, 2013 (at index 4692) in the amount of \$7,839.73, a copy of which is attached hereto as Exhibit "D."
15. The bill for Unauthorized Usage is based upon historical usage at the Service Address, the calculations for which are included in Exhibit "E," which is attached hereto and incorporated herein as if fully set forth.

16. The Complainant is associated with the Service Address through the Lexis/Nexis "Accurint" data base for the period from March 2011 through February 2014 and may have purchased additional utility services at the Service Address during that period.

**Wherefore**, PGW respectfully requests that this Commission reverse the BCS decision of May 9, 2014 under BCS Case No. 3174521, find that there was Unauthorized Usage at the Service Address for the period from March 24, 2009 through February 20, 2013 and require the Complainant to pay \$7,839.73 in charges for Unauthorized Usage.

Respectfully submitted,

June 23, 2014

A handwritten signature in blue ink, appearing to read "Laureto Farinas", is written over a horizontal line. A large, sweeping blue flourish extends from the left side of the signature across the page.

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

# EXHIBIT A

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  <CustomerLastName>JACOBS</CustomerLastName>
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  <ServState>PA</ServState>
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  OWNER OF PROPERTY WHICH IS PER PA PUC REGS AND CURR PA PUC
  PROCEDURES UNLESS CAN LEGALLY PROVE OTHERWISE APP TO PAY 957.57
  TO EST SERV IN HIS NAME AT 3820 N 13TH ST 720.34 UNPAID BAL FROM
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# **EXHIBIT B**

2. Premises

3. Conditions

Special Clauses

Agent for hereinafter called Lessor, and CHARLES JACOBS 1522 N. 61st STREET, PHILA PA 19151 hereinafter called Tenant.

Lessor agrees to rent to the Tenant premises known as 3 BEDROOM HOUSE KITCHEN, LIVINGROOM, DININGROOM, BATH 1522 N. 61st ST 19151 in the City of Philadelphia or elsewhere in the Commonwealth of Pennsylvania, as the case may be consisting of

upon the following terms and conditions:

- (a) Total rent for entire length of lease payable to Lessor \$ 400.00 mo.
(b) Rent shall be paid in advance on the 15th day of each MONTH (week, month) beginning on SEPT. 28th 2008 in the amount of \$ 400.00
(c) Adjusted payment of rent until first regular due date, if any \$
(d) Security deposit (or deposit at \$
(e) Late charge if rent not paid within grace period of days \$
(f) Length of this lease
(g) Beginning date of this lease SEPT. 28th day of OCTOBER 19 2008
(h) Ending date of this lease MONTH TO MONTH LEASE, day of 19
(i) 30 days written notice by either party is required to end this lease at the ending date.
(j) 30 days written notice by either party is required to end any renewal of this lease at the ending date, or by the Lessor to change any of the terms and conditions of any renewal, at the ending date.
(k) Renewal length of lease if not ended by either party
(l) Premises will be occupied only as MY SELF
(m) Largest number of occupants under this lease ONE
(n) Payments to be made promptly (without being demanded) when due to Lessor Agent at (authorized current address) LANDLORD WILL PICK UP RENT MONTHLY

(o) For the leased premises:

- Lessor will pay for:
cold water
hot water
gas
heat
electricity
lawn care
snow removal
water in excess of yearly minimum charge
yearly oil-burner cleaning

- Tenant will pay for:
cold water
hot water
gas
heat
electricity
lawn care
snow removal
water in excess of yearly minimum charge
yearly oil-burner cleaning

(Other)

(Other)

(p) Rules and regulations are are not A.G.T. attached.

(q) If this lease is for a term of more than one year, the Tenant agrees to pay with the rent the proportionate share of any increase in real estate taxes and water and sewer rents assessed or imposed on the leased premises in excess of those imposed at the time of making this lease. This share shall be based on the square footage of the leased premises divided by the total square footage of the building. Leased premises: square footage Total building: square footage One twelfth of the increase shall be payable each month with the rent. (When there is a metered water connection to the leased premises, the Tenant agrees to pay with the rent all water and sewer rent charges in excess of the minimum meter charge.)

(r) The Tenant agrees to pay with the rent all increases of insurance premiums on the leased premises, and/or the building of which the leased premises is a part, due to an increase in the rate of insurance in excess of the rate on the leased premises at the time of the making of this lease, if said increases are caused directly by any willful or negligent conduct of the Tenant.

(s) Before the beginning of this lease term, or before any date in this section, the Lessor agrees to make the following repairs, replacements or installations. Failure to abide by the terms of this section shall entitle Tenant to exercise such options as would be available to Tenant for Lessor's failure to give actual possession under Section 7.

X Oliver Sims LAND LORD OLIVER SIMS

Handwritten signature and initials

2. Premises

Agent for hereinafter called Lessor, and CHARLES JACOBS 1522 N. 61st STREET PHILA. PA. 19151 hereinafter called Tenant.

Lessor agrees to rent to the Tenant premises known as 3 BEDROOM HOUSE KITCHEN, LIVINGROOM, DINNINGROOM, BATH 1522 N 61st ST 19151 in the City of Philadelphia or elsewhere in the Commonwealth of Pennsylvania, as the case may be consisting of

3. Conditions

upon the following terms and conditions:

- (a) Total rent for entire length of lease payable to Lessor \$ 400.00 mo.
(b) Rent shall be paid in advance on the 15th day of each MONTH (week, month) beginning on SEPT. 28th 2008 in the amount of \$ 400.00
(c) Adjusted payment of rent until first regular due date, if any.
(d) Security deposit (cash deposit at ) \$
(e) Late charge if rent not paid within grace period of days \$
(f) Length of this lease
(g) Beginning date of this lease SEPT. 28th day of OCTOBER 19 2008
(h) Ending date of this lease MONTH TO MONTH LEASE day of 19
(i) 30 days written notice by either party is required to end this lease at the ending date.
(j) 30 days written notice by either party is required to end any renewal of this lease at the ending date, or by the Lessor to change any of the terms and conditions of any renewal, at the ending date.
(k) Renewal length of lease if not ended by either party
(l) Premises will be occupied only as MY SELF
(m) Largest number of occupants under this lease ONE
(n) Payments to be made promptly (without being demanded) when due to Lessor Agent at (authorized current address) LANDLORD WILL PICK UP RENT MONTHLY

(o) For the leased premises:

Lessor will pay for:

- cold water
hot water
gas
heat
electricity
lawn care
snow removal
water in excess of yearly minimum charge
yearly oil-burner cleaning

Tenant will pay for:

- cold water
hot water
gas
heat
electricity
lawn care
snow removal
water in excess of yearly minimum charge
yearly oil-burner cleaning

(Other)

(Other)

- (p) Rules and regulations are not A.O.C. attached.
(q) If this lease is for a term of more than one year, the Tenant agrees to pay with the rent the proportionate share of any increase in real estate taxes and water and sewer rents assessed or imposed on the leased premises in excess of those imposed at the time of making this lease. This share shall be based on the square footage of the leased premises divided by the total square footage of the building. Leased premises: square footage Total building: square footage One twelfth of the increase shall be payable each month with the rent. (When there is a metered water connection to the leased premises, the Tenant agrees to pay with the rent all water and sewer rent charges in excess of the minimum meter charge.)
(r) The Tenant agrees to pay with the rent all increases of insurance premiums on the leased premises, and/or the building of which the leased premises is a part, due to an increase in the rate of insurance in excess of the rate on the leased premises at the time of the making of this lease, if said increases are caused directly by any willful or negligent conduct of the Tenant.
(s) Before the beginning of this lease term, or before any date in this section, the Lessor agrees to make the following repairs, replacements or installations. Failure to abide by the terms of this section shall entitle Tenant to exercise such options as would be available to Tenant for Lessor's failure to give actual possession under Section 7.

Special Clauses

X Oliver Sims LANDLORD OLIVER SIMS

Handwritten signature and initials

# EXHIBIT C

**Theft Reporting Sheet**

Address of Bypass: 1522 N 61st Apt #: \_\_\_\_\_ Floor: \_\_\_\_\_

Date found: 02-20-13 Time Found: 11:10 Time Reported: \_\_\_\_\_ Taken by: Dennis 9322

Reporting Employee: Schiano 9461 Dept PSD

Reporting Employee: X Dept X

Reporting Employee: X Dept X

Reason for Visit:  MRD  TIP  ASSIST  LEAK  CRPU OTHER AT 1519 61st

How was PGW admitted: JACOBS, Charles

Occupant: JACOBS, Charles How Long: Core hooked since 1989

How was gas found?  On  Off

Bypass: \_\_\_\_\_ How Installed: \_\_\_\_\_

- Flex Connector
- Rubber Hose
- Iron Pipe
- Reversed Meter
- Stolen Meter
- Tampered Meter Details: \_\_\_\_\_
- Other

- Inlet to Outlet
- Hose to Fuel Line
- Inlet to Fuel Line

Black iron pipe inlet to outlet

\*Stolen Meter Info: Number: \_\_\_\_\_ Index: \_\_\_\_\_

Address of Record for STL: \_\_\_\_\_ APT: \_\_\_\_\_ Floor: \_\_\_\_\_

S/O of last active index: \_\_\_\_\_ Date: \_\_\_\_\_ Rate: \_\_\_\_\_

Appl on Fuel Line: HH: 100,000 AWH: 40,000 AGR: 65,000 DRYER: \_\_\_\_\_ OTHER: \_\_\_\_\_

Meter of Record Recovered: NO #: \_\_\_\_\_ Index: \_\_\_\_\_ Where: \_\_\_\_\_

How was gas shut off? Bike lock, pin and locking plugs in let and outlet + CURB

P.T.N.?  Yes  No Leak?  Yes  No Pictures?  Yes  No Investigator's Name: \_\_\_\_\_

Police on Scene: Dist: \_\_\_\_\_ Car: \_\_\_\_\_ Name: \_\_\_\_\_ Badge: \_\_\_\_\_

Additional Comments: NO METER INSTALLED SINCE 3/24/09

P/E: \_\_\_\_\_ Date: \_\_\_\_\_

Abandoned:  Yes  No  Main  Footway

# EXHIBIT D



**PHILADELPHIA GAS WORKS**

Gas Leak Emergencies: 215-235-1212  
Billing & General Information (English & Espanol): 215-235-1000  
Access Your Account Online: www.pgworks.com

Page: 1 of 3  
Billing Date: Feb 21, 2013  
Account Number: 0549439249

**MONTHLY STATEMENT** *Final Bill*

From Feb 19, 2013 thru Feb 20, 2013 (1 Days)

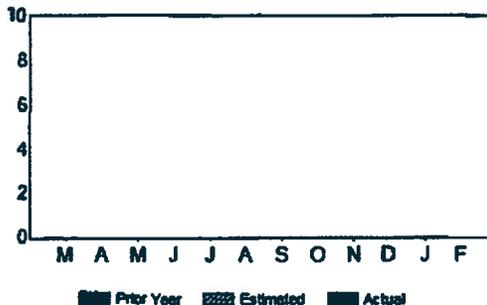
**CHARLES L JACOBS**  
1522 N 61ST ST  
PHILA PA 19151-4220

Billing Summary

Current Charges \$0.00  
Adjustments \$7,839.73

**Total Amount Due By**  
**Mar 18, 2013** **\$7,839.73**

Energy Usage Information



- Average daily temperature 33.0 °F.
- Your average daily cost is \$0.00 compared to \$0.00 last year.
- For the last 12 months:
  - Your total usage is 0 Ccf.
  - Your average monthly usage is 0 Ccf.

How can I help you today? As a PGW customer, your needs are always first. Let us assist you online at www.pgworks.com, by phone at (215) 235-1000, or in person at any of our six Customer Service Centers.

Have you applied for LIHEAP? Do you or someone you know need help paying winter heating bills? LIHEAP grants are still available. Call (215) 787-HEAT (4328) for an application, or text WINTER to 95997 to start an application.

Natural gas smells bad for a reason. Natural gas has an unpleasant, rotten egg-like odor for easy detection and your safety. If you smell natural gas, or have an unsafe condition, leave the area and then call PGW at (215) 235-1212.

Questions or Complaints about your bill? Please call us before the due date at 215-235-1000, or write to: PGW P.O. Box 3500, Phila., PA 19122-0050

Please return this portion with your payment.  
Write your account number on your check or money order made payable to Philadelphia Gas Works



Place "X" in box for address corrections. Print corrections on reverse side.

Account Number: 0549439249  
Due Date: Mar 18, 2013  
Please Pay: \$7,839.73

Amount Enclosed: \$

\$									
----	--	--	--	--	--	--	--	--	--

CHARLES L JACOBS  
1522 N 61ST ST  
PHILA PA 19151-4220

Philadelphia Gas Works  
P.O. Box 11700  
Newark, NJ 07101-4700

0005494392498000000007839733

**GENERAL INFORMATION**

**ACCESS YOUR ACCOUNT ONLINE**  
www.pgworks.com

**CONTACT US BY PHONE**  
Gas Leaks & Emergencies (24/7) 215-235-1212  
Billing & General Information (8am to 6pm, M-F) 215-235-1000  
Appliance Service 215-235-2050  
Report Theft of Gas 215-684-6383  
Hearing Impaired TTY Line 215-236-4646

**VISIT A CUSTOMER SERVICE CENTER**  
(9AM TO 5PM)

Center City 1137 Chestnut St. (M, T, TH, F)  
Germantown 212 W. Chelton Ave. (T, W, F)  
S. Philadelphia 1601 S Broad St. (M, W, TH)  
Frankford 4410 Frankford Ave. (T, TH, F)  
N. Philadelphia 1337 W. Erie Ave. (M, W, TH)  
W. Philadelphia 5230 Chestnut St. (M, T, W, F)

**EXPLANATION OF TERMS**

**BUDGET PLAN** – This plan is available to all residential customers who are not in arrears. It spreads your payments over a 12 month plan. You may start the Budget Plan at any time. To do so, or for more information, call 215 235-1000 or visit any of our Customer Service Centers.

**CCF** - 100 cubic feet of gas. This is a measure of gas usage. **DEKATHERMS (DTH)** - A measure of the heat content value of gas. Gas usage is determined by multiplying the MCF used by the heat content value of the gas. One DTH equals approximately nine hundred seventy cubic feet. **MCF** - 1,000 cubic feet of gas.

**COMMODITY CHARGE** – The charge for basic gas supply service which is sold either by volume (ccf or mcf) or heating value (dekatherms)

**CUSTOMER CHARGE** – A monthly charge to cover NGDC costs such as maintaining the lines, meter reading and billing.

**DISTRIBUTION CHARGES** – The charge for delivery of natural gas from the city gate to the consumer.

**GAS COST ADJUSTMENT** – Amount billed or credited each month to account for differences between projected and actual gas supply costs of the Natural Gas Distribution Company.

**METER READING INFORMATION** – PGW shall use its best effort to obtain an actual meter reading regularly, and at least every six months for customers without automatic meter reading devices. When the meter is not read, we estimate your gas use. To avoid estimates, you may read your own meter and tell us the reading by calling 215 232-2244 at any time. We also offer stamped, pre-addressed post cards, which you can use to send us your meter reading by the specified date. To request a supply of these cards, call 215 235-1000, or write us at P.O. Box 3500, Philadelphia, PA 19122.

**MIGRATION RIDER** – Applies to customers switching to an alternative gas supplier or interruptible service. Credits or surcharges a customer's bill for gas costs that the company paid during the time that the customer bought gas from PGW but which have not yet been fully recovered from or paid back to customers.

**NATURAL GAS DISTRIBUTION COMPANY (NGDC)** – A state regulated natural gas utility which owns the gas lines and equipment necessary to deliver natural gas to the consumer.

**PAYMENT AGREEMENT PLANS** – If you are behind and cannot pay your full bill, PGW offers special payment plans. Call our Collection Department at 215 235-1777 or visit any of our Customer Service Centers.

**STATE SALES TAX** – An approximate amount of your bill that is used to pay taxes to the Commonwealth of Pennsylvania.

**WEATHER NORMALIZATION ADJUSTMENT (WNA)** – An adjustment approved by the Pennsylvania Public Utility Commission as a way to help PGW stabilize its income and operate more efficiently within its budget during the heating season.

**NATURAL GAS SUPPLIER**

If you have selected a Natural Gas Supplier other than PGW, the Natural Gas Supplier is responsible for the billing of Natural Gas Supplier charges. PGW will bill for gas delivery according to the tariff for your rate class. Commodity prices and charges are set by the Natural Gas Supplier you have chosen. The Public Utility Commission regulates the distribution prices and services.

**RIGHTS & OBLIGATIONS**

A summary of your rights and obligations as a PGW customer will be made available upon request. A Rate Schedule and an explanation of how to verify the accuracy of a bill and an explanation of the various charges will be made available upon request.

**Electronic Check Recovery Authorization**

When you pay by check, preauthorized bank draft, ACH, or by a telephone authorized transaction you expressly authorized PGW, if your check is dishonored or returned for any reason, to electronically debit your account for the amount of the check plus a processing fee not to exceed the state maximum legal limit (plus all applicable sales tax). The use of a check for payment is your acknowledgement of this policy and its terms.

**Mailing Address**

Name \_\_\_\_\_  
Street \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone (\_\_\_\_) \_\_\_\_\_

**Service Location (Address of Property)**

Street \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone (\_\_\_\_) \_\_\_\_\_



CHARLES L JACOBS  
1522 N 61ST ST  
PHILA PA 19151-4220

Page: 3 of 3  
Billing Date: Feb 21, 2013  
Account Number: 0549439249

Meter Detail    Meter #: 01399801    Cycle #: 14    Next Meter Read: Mar 13, 2013  
Service Point ID: 9972230253

From			To			Difference	Usage (Ccf)	Conversion Factor	Total Therms
Date	Reading	Type	Date	Reading	Type				
02/19/2013	9537	Initial	02/20/2013	9537	Actual	0	0.00	1.0382	0.00

**Current Basic Charges**

SA ID# 3229225751, 1522 N 61ST ST  
Residential Heat & Domestic

Supply Charges

Commodity Charge 0 Ccf @ \$0.57087 ..... \$0.00

Total Supply Charges ..... \$0.00

Delivery Charges

Customer Charge @ \$12.00 ..... \$0.00

Distribution Charge 0 Ccf @ \$0.88681 ..... \$0.00

Gas Cost Adjustment @ \$0.00236 ..... \$0.00

Total Delivery Charges ..... \$0.00

Total Current Billing Charges ..... \$0.00

**Adjustment Detail**

Adjustments for SA ID # 3229225751

Estimated Gas Adjustment ..... \$7,839.73

Total Adjustments ..... \$7,839.73

**Message Center**

Beware of imposters posing as PGW employees -- Ask for identification.

The U.S. Department of Energy has updated the Annual Fuel Utilization Efficiency ratings for natural gas boilers, which could impact PGW's EnergySense Conservation rebates. Confirm that equipment purchased as of 1/1/13 meets new ratings. Call (877) 719-3766 for more.

# **EXHIBIT E**

Premise Billing History

Search Criteria

Premise: 9995012225 Address: 1522 N 61st St/Philadelphia, Pa 19151-4220

Start Read Date:

Restrict Display To USA's of Type:   Show Customer's Name

	Read Date	SA Type	Days	Read Code	\$ Amount	Usage	Demand	Customer
<input checked="" type="checkbox"/>	02/10/2003	G2-GS	31	R	\$42.00	21.00 CCF	0.00	Hill, Freeman
<input checked="" type="checkbox"/>	01/10/2003	G2-GS	31	R	\$68.69	242.00 CCF	0.00	Hill, Freeman
<input checked="" type="checkbox"/>	12/10/2002	G2-GS	33	R	\$68.69	219.00 CCF	0.00	Hill, Freeman
<input checked="" type="checkbox"/>	11/07/2002	G2-GS	30	R	\$68.69	127.00 CCF	0.00	Hill, Freeman
<input checked="" type="checkbox"/>	10/08/2002	G2-GS	29	R	\$43.56	30.00 CCF	0.00	Hill, Freeman
<input checked="" type="checkbox"/>	09/09/2002	G2-GS	32	R	\$42.63	30.00 CCF	0.00	Hill, Freeman
<input checked="" type="checkbox"/>	08/08/2002	G2-GS	29	R	\$53.06	28.00 CCF	0.00	Hill, Freeman
<input checked="" type="checkbox"/>	07/10/2002	G2-GS	30	R	\$49.64	29.00 CCF	0.00	Hill, Freeman

Bill Segments Total

Total Number Of Days: 367

Total \$ Amount: 674.39

Average Amt Per Day: 1.84

Total Usage: 1221.00

Average Usage Per Day: 3.33

Degree Days Calculator

Criteria

Current Year  
 30 Years Average

Month Day Year

Start Date: 3 24 2009

End Date: 2 20 2013

Degree Days

Number of Days: 1429

Total Degree Days: 15901.00

1221 ccf Per yr  
 ÷ 12 MTHS  
 102 ccf Per MTH  
 x 46 MTHS  
 4692 TOTAL CCFs

### Chronological Age Calculator

Name:	CHARLES JACOBS				
Birthday Date:	3	/	24	/	2009
Test Date:	2	/	20	/	2013
<input type="button" value="Calculate Age"/>					
Age:	CHARLES JACOBS is 3 year(s), 10 month(s), and 27 day(s).				

John | (asich JetSearch) Jacobs, Charles L.

**Name:** Jacobs, Charles L.

**Address:** 1522 N 61st St/Philadelphia, Pa  **Street:**

**Account:** 0005 4943 9249

**Phone:** 267 444 1566  **Advanced Search:**

**Alerts:**

- ← read contact acct#(9122332823
- ← Pending Service turn-on
- ← Last Contact 02/21/2013
- ← Person is main customer on 2 accounts

**Open JetSons**

**Potential JetSons** **Show JetSon** **Close JetSons**

- ← Credit Collection Event
- ← Customer Contacts for Account
- ← Customer Contacts for Person
- ← Customer Contacts for Premise
- ← Deposit
- ← Direct Debit Master
- ← Easy-Way Plan
- ← Grant

**Account / Person Information** **Open Alerts**

Description	Value
Total arrears 0-30	0.00
31-60	0.00
61-90	0.00
91+	0.00
Bill cycle	01
Credit rating	0
Deposit current amt	0.00
Next bill date	03/05/2013
Non-utility arrears 0-30	0.00
31-60	0.00

**Open:** **Open Data:** **Store Customer Contact:** **Change Preferences:**



# DEBIT TO ESTIMATED GAS

TO: CUSTOMER ACCOUNTING DEPARTMENT  
ATTN: KAREN BURNAM

FROM: JOHN JASICH

DATE 02/21/2013

2

NAME CHARLES L ~~SMITH~~ JACOBS  
ADDRESS 1522 N 61ST ST  
ACCOUNT# 549439249

DEBIT TO ESTIMATED GAS	\$7,839.73	
ADDITIONAL CHARGES	\$204.00	DEPOSIT
	\$123.23	TURN ON
TOTAL CHARGED	\$8,166.96	
BILL DATES INDEX 0 3/24/2009 TO INDEX 4692 2/20/2013		

**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.

June 9, 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:

Charles L. Jacobs  
1522 N. 61<sup>st</sup> Street  
Philadelphia, PA 19151 – 4220

June 9, 2014

A handwritten signature in blue ink, appearing to read "Laureto Farinas", is written over a horizontal line. A large, sweeping flourish extends from the left side of the signature across the page.

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