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COMMONWEALTH OF PENNSYLVANIA  
PUBLIC UTILITY COMMISSION

Haneef Hasan, a/k/a  
Robert Moore,  
v.  
Philadelphia Gas Works,  
Administrative

Docket No.: C-20066062

**DOCKETED**  
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State Office Building  
1400 Spring Garden Streets  
Philadelphia, PA

Thursday, June 29, 2006  
Commencing at 10:00 a.m.

BEFORE:

ANGELA T. JONES, Administrative Law Judge

APPEARANCES:

MELVIN T. SHARPE, JR., Esquire  
1201 Chestnut Street  
10th Floor  
Philadelphia, PA 19107  
For the Complainant

LAURETO FARINAS, Esquire  
Philadelphia Gas Works  
800 West Montgomery Avenue  
Philadelphia, PA 19122  
For the Respondent

**RECEIVED**

JUL 17 2006

REPORTER: DANIEL URIE PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

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## P R O C E E D I N G S

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JUDGE ANGELA T. JONES:

This is the time and place for the matter of Haneef Hasan, also known as Robert Moore versus Philadelphia Gas Works. The docket number is C-20066062. I am Administrative Law Judge Angela T. Jones, appointed by the Commission to preside over this matter. I note the appearance of Mr. Laureto Farinas, Esquire, representing Philadelphia Gas Works. I also note that I received from him yesterday for the record, by facsimile, a Notice of Appearance on behalf of Mr. Hasan, also known as Robert Moore, the Complainant, of Mr. Melvir T. Sharpe, Jr., Esquire. Let the record show that Mr. Sharpe, Jr., Esquire is not in the hearing room. Mr. Robert Moore assured me that he did have Mr. Sharpe accompanying him, to be here for representing him in this complaint.

That being the case, we will go off the record for 15 minutes and if Mr. Sharpe has not arrived by then, we will resume this hearing as scheduled.

OFF RECORD DISCUSSION

JUDGE JONES:

I did recess. We are reconvened at

1 approximately 10:18 a.m. The status is the same.  
2 There is still no appearance of Mr. Melvin T. Sharpe,  
3 Jr., Esquire, who had provided a Notice of Appearance,  
4 representing Mr. Haneef Hasan, also known as Robert  
5 Moore.

6           Off the record, Mr. Moore informs me that  
7 he was going to try to contact Mr. Sharpe and was  
8 unsuccessful when he did contact him by phone. Mr.  
9 Moore, I am inclined to still go forward with your  
10 case. You can represent yourself, sir, in this  
11 matter, but I do not wish to delay this case or  
12 provide any hardship for PGW, also for the  
13 Commonwealth because we did set up the time and place  
14 for this proceeding. So with that being said, I do  
15 have some preliminary matters, Mr. Farinas.

16           My first preliminary matter was directed  
17 to Mr. Sharpe in reference to whether he filed his  
18 Notice of Appearance with the Commission. I do have a  
19 copy of a Notice of Appearance, and based on what I  
20 have in front of me, it was sent to myself as well as  
21 Mr. Farinas, representing --- Counsel representing  
22 Philadelphia Gas Works. But I do not see any  
23 indication that it was provided to the Secretary,  
24 James McNulty, as properly filed with the Commission.  
25 So I would have expected Mr. Sharpe to cure that.

1           The other matter that I wish both parties  
2 to speak to, Mr. Hasan as well as Mr. Farinas. Mr.  
3 Hasan, you specifically. I do note I did read your  
4 complaint, sir, and I read the Answer that PGW filed.  
5 And I am concerned as far as your standing in this  
6 matter, sir. I do recognize that you are the brother  
7 of Mr. Robert Moore, I believe, Sr.

8           MR. HASAN:

9           Raymond.

10          JUDGE JONES:

11           I'm sorry. Raymond Moore, Sr. And there  
12 is a nephew of yours, Raymond D. Moore. Well, there's  
13 a Raymond J. Moore and a Raymond D. Moore.

14          MR. HASAN:

15           That's the nephew.

16          JUDGE JONES:

17           And we are talking about the gas service  
18 at a specific residence. That residence being 6226  
19 Limekiln Pike. I have nothing in the indication of  
20 your complication, nor the Answer of PGW, that you  
21 reside there, that you own that property, or anything  
22 connected with that property nor with the gas service  
23 at that property, sir. So I am curious as to how you  
24 have proper standing, sir, to dispute this complaint  
25 at this residence.

1                   MR. HASAN:

2                   I am the owner.

3                   JUDGE JONES:

4                   You are the owner?

5                   MR. HASAN:

6                   I got a will right here with me.

7                   JUDGE JONES:

8                   You are the owner ---?

9                   MR. HASAN:

10                  I got the deed. I'm one of the owners.

11 I have the deed.

12                  JUDGE JONES:

13                  Okay. You are the owner of ---?

14                  MR. HASAN:

15                  Co-owner.

16                  JUDGE JONES:

17                  Okay. You are the co-owner of ---?

18                  MR. HASAN:

19                  Me and my sister.

20                  JUDGE JONES:

21                  Okay. Do you wish to tell me anything

22 else, sir?

23                  MR. HASAN:

24                  That my brother died in 1990. When he  
25 bought the house, on the deed he bought the house with

1 my sister, Carolyn Moore. On his passing, my sister  
2 put my mother on the deed. My mother didn't want to  
3 be on the deed no more, and the same lawyer, Melvin  
4 Sharpe, right, amended the deed with my name on it.  
5 We sold the house in February. My sister had been  
6 ---.

7 JUDGE JONES:

8 In February of what year, sir?

9 MR. HASAN:

10 Of this year. This is when all this came  
11 about.

12 JUDGE JONES:

13 You sold 6226 Limekiln Pike?

14 MR. HASAN:

15 Yes.

16 JUDGE JONES:

17 Who is we? Who sold it?

18 MR. HASAN:

19 Myself on behalf of my sister. My  
20 sister's been in a nursing home for 14 years.

21 JUDGE JONES:

22 Okay. Do you have a copy of the deed?

23 MR. HASAN:

24 Yes.

25 JUDGE JONES:

1                   Would you show that to Mr. Farinas, sir?

2                   ATTORNEY FARINAS:

3                   Your Honor, we have also checked the tax  
4 records of the Bureau of --- the division of taxes,  
5 which comports with our finding that Mr. Hasan is ---  
6 his association with this case involves his  
7 expectation of a portion of the sale from the  
8 property, which is being held by a title pursuant to  
9 PGW's power Municipal Lien Act.

10                   JUDGE JONES:

11                   Okay.

12                   ATTORNEY FARINAS:

13                   So I understand his connection to the  
14 property although I did intend to bring up his  
15 standing on it as well.

16                   JUDGE JONES:

17                   All right. Understood. Okay. Thank  
18 you, Mr. Farinas. So PGW is not --- is PGW contesting  
19 Mr. Hasan's standing in this matter?

20                   ATTORNEY FARINAS:

21                   Your Honor, we would make the --- among  
22 several arguments, the Wizard of Oz argument, because,  
23 because, because. This case should be dismissed  
24 because the PUC has no jurisdiction over PGW's  
25 involvement with the Municipal Lien Act with respect

1 to this property. Mr. Hasan has no --- doesn't have  
2 sufficient connection with the gas bills on this  
3 property to bring it under PUC jurisdiction, where the  
4 Commission would review the accuracy of the gas bills,  
5 if they are correct. And so for all those reasons,  
6 this matter should be dismissed.

7 JUDGE JONES:

8 Okay. All right. Mr. Farinas, I am  
9 concerned, also, in reference to this case as far as  
10 what I can do. Mr. Moore, I am puzzled, sir, because  
11 if I should find against you as far as there being an  
12 amount owing, I am not sure that you would be the  
13 proper person to pay that amount, and if you should  
14 decide to say I don't want to pay, I am not sure that  
15 there would be sufficient power to make you pay.  
16 Because I'm not sure of your ownership standing. I  
17 understand that your ownership is pending, ---

18 MR. HASAN:

19 No, I own the house ---.

20 JUDGE JONES:

21 --- but the information that you  
22 didn't ---.

23 MR. HASAN:

24 I sold the house. I have the deed right  
25 here showing that I'm the owner of the house.

1                   JUDGE JONES:

2                   Okay. All right.

3                   MR. HASAN:

4                   So that's no question. I got it right  
5 here in black and white.

6                   JUDGE JONES:

7                   All right.

8                   MR. HASAN:

9                   And the rest is down at City Hall.

10                  JUDGE JONES:

11                  Okay. Let me say this, sir, I am also  
12 concerned in reference to your complaint, about the  
13 timing of the complaint. And Mr. Farinas, I was  
14 hanging onto your presentation for reasons to dismiss,  
15 and I did not hear that among the reasons. So the  
16 reason I am concerned about the timing of your  
17 complaint is that it appears to me, from what the  
18 company has admitted, that this last use on the  
19 account associated with this property that is being  
20 contested, the last active entry on the account was  
21 sometime in 2001, September 2001, based on what the  
22 company found. There is something in our law that  
23 says that we need to bring an item under dispute  
24 within a specific amount of time, so that we can  
25 accurately find out all the information, because as

1 you are aware, people go to nursing homes, people die,  
2 people move away, and that does not mean anything as  
3 far as you're concerned, but as far as this agency is  
4 concerned, we may not be able to exercise our power if  
5 someone moves outside of Pennsylvania, for example, or  
6 dies, as they may be the responsible party.

7 MR. HASAN:

8 May I say something?

9 JUDGE JONES:

10 Not yet, sir.

11 MR. HASAN:

12 Oh, excuse me.

13 JUDGE JONES:

14 So I am concerned because it being the  
15 case that the last active entry on this account was  
16 in September of 2001, that is more than four years  
17 from today. And I am concerned about whether I have  
18 the power to provide you with a decision that will up-  
19 stand any appeal. That being said, sir, I do note for  
20 the record that a gentleman has stepped into this  
21 courtroom and has sat down beside Mr. Moore, who is  
22 --- I'm sorry, Mr. Hasan, who is the Complainant. I  
23 am assuming that this is Mr. Sharpe?

24 ATTORNEY SHARPE:

25 That's correct, Your Honor. My apologies

1 for my lateness.

2 JUDGE JONES:

3 Okay. Very well. We are off the record.

4 OFF RECORD DISCUSSION

5 JUDGE JONES:

6 While we were off the record, I did  
7 inform Mr. Hasan/Moore that he was relieved of his  
8 duties to represent himself as Mr. Sharpe did appear.  
9 Mr. Sharpe did provide information on the appearance  
10 sheet.

11 JUDGE JONES:

12 I did inform Mr. Sharp of some concerns  
13 that I had in reference to this case. The parties did  
14 convene to try to come to some accord on the dispute  
15 that has been brought before me, and I have been  
16 informed that negotiations were unsuccessful and that  
17 the Complainant wishes to have his day in Court. That  
18 being the case, I do wish to make sure that Mr. Sharpe  
19 is fully informed of my concerns in this matter. Mr.  
20 Farinas, this may be a little repeat for you. I am  
21 concerned on several counts in reference to this  
22 complaint.

23 One was as to the standing of Mr. Hasan.  
24 He has represented in your absence that he is co-owner  
25 of the property at 6226 Limekiln Pike. He has

1 represented that he sold the property last year, I  
2 believe, representing a sister that was in a nursing  
3 home. Mr. Farinas also raised the issue of standing,  
4 as far as the complaint that was brought before me,  
5 stating that there is a matter pending as far as the  
6 sale of the property, holding title, because of PGW  
7 exercising a lien on the amount due for, I presume,  
8 gas service. So Mr. Farinas did it, also, address  
9 concerns that I have in reference to the standing that  
10 we have for him.

11 I also raised the fact that the timing of  
12 bringing the complaint, I am concerned based on my  
13 reading of what the Complainant has provided as well  
14 as what the Respondent, PGW, has provided. I have  
15 read both of those filings. I am concerned that the  
16 last activity on the account that I see, on the  
17 account that is connected with 6226 Limekiln Pike, is  
18 in the time frame of September of 2001. I believe  
19 that that was under Mr. Raymond D. Moore.

20 I am concerned because there is a statute  
21 of limitations in reference to the public utility, and  
22 it was put in effect to make sure that disputes are  
23 brought timely so that we do not have to worry about  
24 or have concern about whether parties are outside of  
25 the jurisdiction of the Commission as they may have

1 moved or are deceased and we no longer have credible  
2 testimony. So I'm concerned over that point as to  
3 this matter that was brought before me.

4 I believe that Mr. Farinas raised in his  
5 diatribe, to state that he wishes this matter to be  
6 dismissed, that the Commission may not have authority  
7 based on a statute connected with the lien, the use of  
8 a lien, I believe I'm stating it correctly, Mr.  
9 Farinas.

10 ATTORNEY FARINAS:

11 As well as the Public Utility Code itself  
12 which says that the Public Utility Code does not  
13 preclude the city municipal gas distribution center  
14 from exercising its rights under this lien.

15 JUDGE JONES:

16 I agree. So there are several concerns  
17 that I have. Before we go forward with this matter,  
18 making sure that I do --- I can have a viable decision  
19 that will upstand any scrutiny on appeal. I also want  
20 to bring to your attention, Mr. Sharpe, that I  
21 received yesterday a facsimile in reference to your  
22 Notice of Appearance in this matter. However, the  
23 information that I was faxed does not indicate that  
24 this notice was filed with the Commission's Secretary  
25 in Harrisburg. And I wanted to address that with you,

1 sir, to make sure that your appearance is properly  
2 filed. And if not, that you can make sure that that  
3 is secured before we proceed. So all that being said,  
4 sir, I am patiently awaiting your response to my  
5 concerns that I have aired to you.

6 ATTORNEY SHARPE:

7 First and foremost, the Notice of  
8 Appearance was not filed with the Secretary at the  
9 Commission. Yesterday, I did call the Secretary's  
10 office, and they told me the --- since the hearing was  
11 today, the primary concern was that I should send that  
12 notice to Your Honor, and to make sure that opposing  
13 Counsel was served, and I did that. And in lieu of  
14 that, I fully intend to file my Notice of Appearance  
15 with the secretary's office.

16 JUDGE JONES:

17 Thank you, sir.

18 ATTORNEY SHARPE:

19 Secondarily, I guess in response to the  
20 standing issue, which Your Honor can certainly, in  
21 terms of that and any of these other procedural issues  
22 that Your Honor can hold out for briefing and that is  
23 something that may happen as we go down the line if  
24 this matter is not concluded on today, but we fully  
25 believe that my client, Mr. Hasan, has standing to

1 pursue this action. And in terms of the statute of  
2 limitations issue, that position as stated and I  
3 understand from speaking to Mr. Farinas that he had  
4 some case law in support. I believe I have some case  
5 law in support, also, that would allow this type of  
6 situation an extension of time or allow for the  
7 statute to address issues when a party has some  
8 discovery that there was a claim, complaint, loss. So  
9 I think that those issues are arguable. And I believe  
10 that given time, we could certainly address those in a  
11 more formal manner.

12 I also, pursuant to the Public Utility  
13 Code Section 52 5.103 in terms of motions, would like  
14 to make an oral motion in Court here today under 52  
15 5.103(b), and that motion is that the Answer to the  
16 complaint be stricken because it was it was late  
17 filed. I think that that issue needs to be addressed,  
18 also, procedurally. I know that there was a filing  
19 made by the Philadelphia Gas Works in regards to their  
20 late filing. I didn't see a determination in regard  
21 to that late-filed admission in regards to their  
22 Answer, but I would like to see if Your Honor has in  
23 the record, if that has --- if there was a decision  
24 made to allow that Answer, because that Answer wasn't  
25 filed within the time prescribed, and we would

1 certainly move for a default, pursuant to 5.61(c). I  
2 think that would be fully allowable because the  
3 utility did respond after the time allowed for  
4 responding to the complaint. So procedurally, I would  
5 like to add that to the considerations of all the  
6 other issues procedurally, before we begin.

7 JUDGE JONES:

8 Mr. Sharpe, I am looking at the file that  
9 I have before me. The complaint was received on March  
10 31st of 2006, and the response was received on April  
11 21st, 2006, as far as what I have before me.

12 ATTORNEY FARINAS:

13 That's correct, Your Honor. And I  
14 believe I did file a copy of a letter. I'm not sure,  
15 if you received this.

16 ATTORNEY SHARPE:

17 The letter of April 21?

18 ATTORNEY FARINAS:

19 It was on April 21st.

20 ATTORNEY SHARPE:

21 Yes.

22 ATTORNEY FARINAS:

23 Due to a clerical error in my office in  
24 data input, the wrong date was put in for the due date  
25 of this --- the Answer. March 31st served would have

1 resulted in a due date for the Answer of April 20th.  
2 Admittedly I did, on the 21st, recognize the error,  
3 even though according to the database file records,  
4 the Answer would have been due on the 24th. I believe  
5 I explained it, if I could answer the charge that's  
6 been made. I believe that the Commission's rules say  
7 that what may occur is that the --- may that  
8 everything in the complaint is deemed as true.  
9 However, I would argue that there is absolutely no  
10 prejudice as to the to the Complainant with the one-  
11 day filing. I apologize for the error if it held up  
12 anything at all and any lateness as Mr. Sharpe has  
13 been excused already today.

14 JUDGE JONES:

15 Mr. Sharpe, let me ask you, sir, do you  
16 have a copy of the April 21st letter?

17 ATTORNEY SHARPE:

18 I do.

19 JUDGE JONES:

20 Okay. And you're still raising the  
21 procedural issue of the PGW Answer being filed late?  
22 Is that correct?

23 ATTORNEY SHARPE:

24 I am. Because I didn't see a  
25 determination from the Secretary's office in regards

1 to that request for an extension.

2 JUDGE JONES:

3 And you are absolutely correct, sir.

4 There was no determination from the Secretary's  
5 office, nor did I make a determination as far as the  
6 lateness of the filing of the Answer --- of the  
7 pleading of the Answer. In light of the fact, sir,  
8 however, that it was one day late, and in light of the  
9 fact that I am not sure as far as the mailing of the  
10 complaint to PGW --- as to when they actually received  
11 the complaint, and the days start from there, I am  
12 willing to accept the apology in written form from PGW  
13 dated April 21st, and accept their Answer as filed.

14 ATTORNEY FARINAS:

15 Thank you, Your Honor.

16 JUDGE JONES:

17 In reference to the responses that you  
18 have made for the other items that we have provided,  
19 concerning procedure, I am sure that you will procure  
20 as expeditiously as possible, the Notice of  
21 Appearance.

22 ATTORNEY SHARPE:

23 Yes.

24 JUDGE JONES:

25 I am happy to hear that the Secretary's

1 Bureau did inform me that first and foremost it was  
2 important to inform myself as well as Mr. Farinas of  
3 your being commissioned to represent Mr. Hasan in this  
4 matter. As far as the standing issue, it sounds as if  
5 you wish to defer to argument as far as a  
6 determination of the standing. I am interested in the  
7 argument, sir. I am concerned, however, that that not  
8 be written, but oral and for today, because I do not  
9 wish to proceed if there is a determination that Mr.  
10 Hasan does not have standing. It would have been not  
11 prudent for me to pursue the rest of the issues of the  
12 case, if we have a person that is not able to be  
13 responsible for the outcome of the case.

14                   In reference to the Public Utility Code  
15 as well as the use of a lien, or liens, I wish to have  
16 that argument in writing so that I can see the actual  
17 cites and what has been the case law in reference to  
18 that argument. I do note that PGW is now under the  
19 jurisdiction of a commission, that was not so back  
20 when this service was commenced, and I am concerned  
21 that the change in the jurisdiction of the commission  
22 over PGW, being a municipal gas service, I am  
23 concerned that there may have also been a change in  
24 case law in reference to that. So I am willing to  
25 have that argument deferred, in writing. I am going

1 to await the parties' arguments before I make a  
2 determination on that, if it gets to that. At this  
3 point, I am willing to hear the argument in reference  
4 to standing and I believe Mr. Sharpe, you have the  
5 burden of proof, sir.

6 ATTORNEY SHARPE:

7 Yes.

8 JUDGE JONES:

9 I'm sorry. There is one other item that  
10 I need to address, and that would be timing as far as  
11 the statute of limitations. That argument I will also  
12 defer to be in writing. I do understand that there is  
13 an argument as far as when a person should have known  
14 about a dispute and acted upon it. So I am willing to  
15 hear that argument, if it gets to that, in writing.  
16 All right. Mr. Sharpe, we're ready for your  
17 presentation, sir.

18 ATTORNEY SHARPE:

19 Yes. One moment, please, Your Honor.

20 JUDGE JONES:

21 Let me make sure that the record is  
22 clear. I note for the record, Mr. Melvin T. Sharpe,  
23 Jr., Esquire at 1201 Chestnut Street, 10th Floor, in  
24 Philadelphia is representing Haneef Hasan, also known  
25 as Robert Moore.

1                    ATTORNEY SHARPE:

2                    Yes. Your Honor, according to my  
3 investigation and records, the party of record on the  
4 property of 6226 Limekiln Turnpike, also known as  
5 Limekiln Pike, is and/or was initially a Raymond  
6 Julius Moore. Mr. Moore --- excuse me, Mr. Raymond  
7 Julius Moore, deceased, on Saturday, July 21, 1990.  
8 And he was the primary party utilizing the utility  
9 service. Actually at the time, he was probably the  
10 only party utilizing the utility service at the  
11 premises.

12                    The Complainant is a Robert Moore, also  
13 known as Haneef Hasan --- or Haneef Hasan, also known  
14 as Robert Moore, who is and was the brother of Mr.  
15 Raymond Julius Moore. And Mr. Hasan, by deed of ---  
16 or b indenture dated November 19th, 1997, became the  
17 record owner --- one of the record owners, excuse me,  
18 of 6226 Limekiln Pike. So in 1997, he became an owner  
19 of record on that property.

20                    Prior thereto, Julius Moore --- excuse  
21 me, Raymond Julius Moore, who again was the party who  
22 was under service contract or I believe service  
23 contract with Philadelphia Gas Works, owned the  
24 property with Carolyn Moore, who was also the sister  
25 of the Complainant, and by deed dated February 17,

1 1990, prior to Mr. Raymond Moore's death, Raymond  
2 Moore's interest was conveyed to Julia Scott, who was  
3 his mother, who owned it as a joint tenant, with  
4 Carolyn Moore, who was Raymond J. Moore's sister.

5           So in other words, Raymond J. Moore had  
6 owned the property with Carolyn Moore, his sister, and  
7 conveyed the property, prior to his death, on February  
8 17th, 1990 to Julia Scott and Carolyn Moore, so his  
9 interest was passed to his mother as of record.

10           Mr. Hasan, who is again also known as  
11 Robert Louis Moore, obtained his interest in the  
12 property from his mother, Julia Scott, in 1997 in the  
13 transaction discussed previously of November 19, 1997.  
14 The grantor was Julia Scott, parent, to Robert Louis  
15 Moore, a/k/a Haneef Hasan. And that again was dated  
16 November 19th, 1997. So prior to knowing that there  
17 was such a dispute at issue, Mr. Moore, by virtue of  
18 his ownership interests obtained standing by being a  
19 record owner of the property at 6226 Limekiln Pike.  
20 So for purposes of standing, his ownership gives Mr.  
21 Moore standing to participate in this proceeding.

22           JUDGE JONES:

23           And the transaction that was on November  
24 19th, '97, was a lease, deed, sale?

25           ATTORNEY SHARPE:

1           No. All of these were transactions of  
2 deeds. Three simple deed transactions from ---  
3 initially from Julius ---.

4           JUDGE JONES:

5           I got it.

6           ATTORNEY SHARPE:

7           Raymond Julius to ---.

8           JUDGE JONES:

9           I just needed the type, needed to know  
10 the type of transaction.

11          ATTORNEY SHARPE:

12          Yes. There were no leases involved here.

13 All of these were deeds.

14          JUDGE JONES:

15          Okay.

16          ATTORNEY SHARPE:

17          And I have the deeds.

18          JUDGE JONES:

19          So as of November 19th, '97, Mr. Hasan,  
20 also known as Robert Moore, obtained an ownership  
21 interest in 6226 Limekiln Pike?

22          ATTORNEY SHARPE:

23          That's correct.

24          JUDGE JONES:

25          Has there been any change to that

1 interest from 1997 to the present?

2 ATTORNEY SHARPE:

3 No, there has not. Now, Your Honor,  
4 additionally, if I may add, the reason why we're here  
5 is because Haneef Hasan, a/k/a Robert Moore, pursuant  
6 to his ownership interest in the property, I have a  
7 HUD-1 for the sale of that property here. And that is  
8 the transaction that he referred to in February ---  
9 actually, it was January 27th of 2006 --- sold the  
10 property to a third party and that property then  
11 identified that there was a PGW lien, and that lien is  
12 what we're here in Court on today. I have a copy of  
13 the settlement statement, the HUD 1, also.

14 JUDGE JONES:

15 Okay. Mr. Farinas?

16 ATTORNEY SHARPE:

17 Oh, Your Honor, if I may add one other  
18 thing. Our position is that Mr. Hasan's interest in  
19 the property was never interrupted. Because Mr. Hasan  
20 has been the caretaker for his mother since 1985. So  
21 even though his mother came into ownership of the  
22 property as of 1990 by deed, dated February 17th,  
23 1990, wherein she took over the interest of Raymond  
24 Moore, who is the party --- was the primary party  
25 utilizing the utility service, as of that date, Julia

1 Scott was involved in ownership of the property.  
2 There was never an interruption because Mr. Hasan was  
3 caring for his mother, Julia Scott, even prior to  
4 coming into ownership in 1997. He was her primary  
5 caretaker back in 1985, whereas she came into  
6 ownership in 1990, before his brother, Raymond Julius  
7 Moore passed away in 1990.

8 JUDGE JONES:

9 In reference to the statement of the sale  
10 of the property on January 27th, 2006, ---

11 ATTORNEY SHARPE:

12 That's correct.

13 JUDGE JONES:

14 --- you stated that because of the lien  
15 of PGW is why you are here today.

16 ATTORNEY SHARPE:

17 That's correct.

18 JUDGE JONES:

19 That interests me, sir, as I cannot do  
20 anything as far as relieving the lien. If you are  
21 interested in the actual accuracy of what is owed,  
22 that is a different matter. But if you are interested  
23 in the lien being relieved, you are in the wrong  
24 tribunal.

25 ATTORNEY SHARPE:

1           Your Honor, I'm not interested in the  
2 lien being released. I don't think that elements of  
3 the lien can be released. We're here in terms of the  
4 accuracy, the veracity of the lien. So we're not here  
5 to get the lien released as much as we're here to  
6 determine whether, by documentary evidence, which  
7 discovery I have not had an opportunity to do any, but  
8 which by documentary evidence if Philadelphia Gas  
9 Works followed all of the things that they were  
10 supposed to do to make sure that they were billing the  
11 proper parties and to make sure that the bill is the  
12 proper bill.

13                     JUDGE JONES:

14                     Mr. Farinas, do you have a response?

15                     ATTORNEY FARINAS:

16                     Yes, I do, Your Honor. As to the central  
17 issue we're discussing right now is standing.

18                     JUDGE JONES:

19                     Correct.

20                     ATTORNEY FARINAS:

21                     The Complainant has no connection to the  
22 contracts for the gas service for any of the accounts  
23 that are the subject of his dispute. He was not a  
24 customer of record, although it is stipulated that was  
25 the owner of the property, he was not the customer of

1 record for the periods beginning September of 1991  
2 through 1996, when the customer of record was a  
3 Raymond D. Moore. He was a not a customer of record  
4 for the period of July 1996 through September of 1998,  
5 when the customer of record was Catherine Moore. And  
6 again, he was not a customer of record when our  
7 contract, PGW's contract for gas service, once again,  
8 with Raymond D. Moore, from September 1998 through  
9 2000. There was insufficient connection or  
10 relationship. The relationship is definitely  
11 familial, but insufficient legal connection to these  
12 accounts to dispute accuracy of the billing. It goes  
13 without saying that there is also the timing problem.  
14 However, the Complainant, Mr. Hasan, has not  
15 demonstrated that he has any connection other than  
16 being the landlord of the people that left balances at  
17 the property. Therefore, he has no standing to bring  
18 up this matter.

19 JUDGE JONES:

20 Mr. ---?

21 ATTORNEY SHARPE:

22 Your Honor, ---.

23 JUDGE JONES:

24 Just a minute, Mr. Sharpe. Mr. Farinas,  
25 does PGW have a lease or an agreement --- a

1 contractual agreement for the period of September 1991  
2 through September 2001 showing that Raymond D. Moore  
3 and/or Catherine Moore were leasing the property?

4 ATTORNEY FARINAS:

5 We do not, Your Honor. What we have is  
6 simply their initial application to begin a  
7 contractual relationship for gas.

8 JUDGE JONES:

9 I understand. Mr. Sharpe?

10 ATTORNEY SHARPE:

11 Your Honor, that was my question, because  
12 neither my client nor Raymond J. Moore nor Julia Scott  
13 authorized either Raymond D. Moore or Catherine Moore  
14 at any time, to incur utility charges at that  
15 premises. And those were the owners of record. And  
16 it's my understanding that when you go into a public  
17 utility, whether it's PGW, PECO, whomever, you have to  
18 present evidence that you are authorized to utilize  
19 utility services at that location by the owner of  
20 record. They had no leases at all from either Raymond  
21 J. Moore or Julia Scott or Haneef Hasan to incur  
22 utility charges at those locations. So that is why  
23 discovery is important, because we need to know that  
24 PGW correctly authorized --- my apologies, Your Honor.  
25 BRIEF INTERRUPTION

1                    ATTORNEY SHARPE:

2                    Correctly authorized any of those parties  
3 to incur utility services. And my client will testify  
4 that those parties were not authorized to incur  
5 utility services, and that the owners had the  
6 responsibility --- and ultimately, that's why we're  
7 here, Your Honor. Because the owners are being charged  
8 with the responsibility for the parties who were  
9 incurring the services.

10                   JUDGE JONES:

11                   Mr. --- wait a minute. Mr. Sharpe, I  
12 have several issues with your argument. One,  
13 discovery. You elected to take this case as you found  
14 it.

15                   ATTORNEY SHARPE:

16                   Yes, Your Honor.

17                   JUDGE JONES:

18                   You did not provide in your communication  
19 to this Court as to appearing here, that you wished to  
20 have a continuance based on the timing that you  
21 received. So I don't understand your discovery  
22 argument, number one.

23                   Number two, PGW has not gone after Mr.  
24 Robert Moore, Mr. Haneef Hasan. PGW has gone after  
25 Ms. Catherine Moore, and Mr. Raymond D. Moore. Mr.

1 Robert Moore, or Mr. Haneef Hasan inserted himself as  
2 the owner, and PGW never said to Mr. Robert Moore, or  
3 Mr. Haneef Hasan, you are responsible as to what I am  
4 reading in PGW's Answer.

5 ATTORNEY SHARPE:

6 Your Honor, ---.

7 JUDGE JONES:

8 So I don't understand that part of your  
9 argument.

10 ATTORNEY SHARPE:

11 Well, Your Honor, with all due respect to  
12 the Court, I would have to disagree with that, because  
13 what we're here for today is pursuant to the sale that  
14 Mr. Haneef Hasan/Robert Moore, as the owner of the  
15 property, went to sell the property, and Catherine and  
16 Raymond D. Moore's utility expenses being charged to  
17 my client. So Your Honor, ---.

18 JUDGE JONES:

19 No. No. Catherine and Raymond D.  
20 Moore's utility service started at the property.  
21 Anybody at the property --- I still do not understand  
22 how --- I understand that in the property sale, which  
23 is not under the jurisdiction of this tribunal, there  
24 is a dispute. I do not understand as to the gas  
25 service, which is under the jurisdiction of this

1 tribunal, how Mr. Haneef Hasan has inserted himself.

2 ATTORNEY SHARPE:

3 Well, Your Honor, I don't think it's  
4 difficult to understand. There may be an element of  
5 fraud, there may be an element of error on behalf of  
6 PGW because, discovery notwithstanding, if I don't  
7 have any discovery, Your Honor, herself, asked PGW if  
8 they had proof of the lease or some other agreement  
9 that would authorize these parties to incur utility  
10 service. PGW said they do not.

11 ATTORNEY FARINAS:

12 Your Honor, if I may clarify, you asked  
13 me if I had a lease. I do not have a lease. What I  
14 do have is the archival documents that show that a  
15 lease was presented at the time of the making of the  
16 application, these are very old accounts.

17 ATTORNEY SHARPE:

18 So you're saying --- what I'm saying,  
19 Your Honor, is that PGW is saying that they do not  
20 have a lease. So I will take my discovery limitations  
21 where I find them, right here in this courtroom. I  
22 don't have to go and conduct discovery. What I'm  
23 saying is that PGW cannot prove that they had proper  
24 documentation to incur these accounts, when the owners  
25 of record never authorized these parties to incur

1 these charges.

2 JUDGE JONES:

3 Mr. Sharpe, we haven't gotten to that  
4 point. We haven't gotten to the point of whether or  
5 not PGW can prove; correct?

6 ATTORNEY SHARPE:

7 Yes, Your Honor.

8 JUDGE JONES:

9 Okay. Let me first make a determination  
10 on standing. From the representations of Mr. Sharpe  
11 and representing his client, Mr. Haneef Hasan, also  
12 known as Robert Moore, it is apparent that Mr. Moore  
13 has and had an ownership interest in the property at  
14 6226 Limekiln Pike, during the time that gas service  
15 was served to Ms. Catherine Moore and Mr. Raymond D.  
16 Moore. That being said, Ms. Catherine Moore and Mr.  
17 Raymond D. Moore presented themselves to PGW as  
18 persons of interest at 6226 Limekiln Pike, and  
19 requested gas service.

20 As is evident from their being owners and  
21 the persons accountable for service over the time  
22 frame of September 6th, 1991, through September of  
23 2001. All of that being said, the law for complaints  
24 is found at 66 Pa. CS Section 711. And that basically  
25 states that the commission or any person having an

1 interest in the subject matter for any public utility  
2 concerned may complain in writing setting forth any  
3 act or thing done or admitted to be done by any public  
4 utility. It's in violation of any commission  
5 regulation or covenant. That basically says if the  
6 Complainant has an interest in the subject matter.

7           Now, as an owner of a property, he does  
8 have interest in the utility service being provided to  
9 the property. Whether he exercised the interest  
10 timely, I will allow the parties to argue. Whether he  
11 knew that other people were presenting themselves out  
12 as having interest in the property and getting service  
13 of the property, I will allow that to be open for  
14 argument.

15           As far as standing however, it appears  
16 that it is a broad context that we are looking at as  
17 far as Mr. Hasan, Haneef Hasan, also known as Robert  
18 Moore, having standing and as he has provided that he  
19 was owner of the property during the time frame that  
20 service was provided and is under dispute, I am  
21 finding that he does have standing. Mr. Farinas, I do  
22 note that he is not the party of record for service.  
23 However, if the parties of record are deceased, then I  
24 believe PGW would then go after the owner.

25           So I am thinking my ruling is based on

1 not only the broad context of the complaint, or  
2 bringing a complaint as far as the parties having an  
3 interest, which is rather broad. It does not just say  
4 the party accountable. But having an interest. And  
5 because the service was provided at the property,  
6 where he does have his ownership interests, my ruling  
7 is that he does have standing.

8           Okay. That being said, I am interested  
9 in argument concerning timing. It does look here that  
10 this time frame of September '91 through September of  
11 2001, and we are now sitting in June of 2006, is  
12 somewhat distant. I am also interested in proof of  
13 when Mr. Haneef Hasan, also known as Robert Moore, had  
14 knowledge of the parties at 6226 Limekiln Pike  
15 requesting service.

16           There was indeed an argument for  
17 standing. Mr. Farinas did provide communications that  
18 PGW does have archived notations that there was a  
19 lease presented by the parties that were requesting  
20 service over the time frame that is under dispute.  
21 Mr. Farinas, that would be very interesting to note in  
22 your argument, sir. I believe that I've provided my  
23 ruling, so I am ready to hear your case. The  
24 Complainant has the burden of going first.

25                           ATTORNEY SHARPE:

1                   Your Honor, I'd like to call my first  
2 witness, Mr. Haneef Hasan, a/k/a Robert Moore.

3                   JUDGE JONES:

4                   Very well. Mr. Hasan, please come to the  
5 chair, sir. Remain standing, sir, please raise your  
6 right hand.

7                   ATTORNEY SHARPE:

8                   He will affirm.

9 -----  
10 HANEEF HASAN, A/K/A ROBERT MOORE, HAVING FIRST BEEN  
11 DULY AFFIRMED, TESTIFIED AS FOLLOWS:

12 -----  
13                   JUDGE JONES:

14                   Very well, you may be seated. Would you  
15 please state your full name, spelling your last name  
16 for the record, sir?

17 A. My name is Haneef Hasan. Last name, Hasan, H-A-S-  
18 A-N.

19                   JUDGE JONES:

20                   Do you have an alias, sir?

21 A. Yes. Robert Louis Moore.

22                   JUDGE JONES:

23                   Please state that name, spelling your  
24 last name for the record.

25 A. Robert Louis Moore. Moore, M-O-O-R-E.

1                   JUDGE JONES:

2                   And you are Mr. Hasan, the record owner  
3 of 6226 Limekiln Pike?

4 A.    Yes.

5                   JUDGE JONES:

6                   Mr. Sharpe, I am ready for your  
7 presentation, sir.

8                   ATTORNEY SHARPE:

9                   Thank you, Your Honor.

10 DIRECT EXAMINATION

11 BY ATTORNEY SHARPE:

12 Q.   Mr. Moore, are you familiar with the reason and  
13 the matters for which we are in court here today?

14 A.    Yes.

15 Q.   Did you file a complaint in regards to utility  
16 service charges at the location known as 6226 Limekiln  
17 Pike?

18 A.    Yes.

19 Q.   And do you have an ownership interest or any other  
20 interest in that location?

21 A.    Ownership.

22 Q.   And according to your recollection, when did you  
23 obtain an interest in that location?

24 A.    I believe it was November --- sometime in November  
25 of '97.

1 Q. In 1997?

2 A. 1997.

3 Q. Now, you obtained that interest in that location  
4 from whom?

5 A. My mother. Julia M. Scott. Julia May Scott.

6 Q. Now, prior to 1997, did you have any involvement  
7 at all with that location, 6226 Limekiln Pike?

8 A. Just on my mother's behalf.

9 Q. Okay. When you say on your mother's behalf, what  
10 was your involvement with that location?

11 A. Well, my mother really wasn't sure what she should  
12 do, she was up in age and she couldn't stay on top of  
13 things since my brother had passed.

14 Q. Now, when did your brother pass and which  
15 brother ---?

16 A. My brother is Raymond J. Moore. He passed in  
17 1995. My sister was there. She had a stroke right  
18 after, about six months later.

19 Q. Okay. Your sister's name ---?

20 A. It's Carolyn B. Moore.

21 Q. Carolyn?

22 A. Right. And my mother --- left everything on her  
23 at that time, and she wasn't able to do it. So she  
24 signed the property over to me.

25 Q. So when you say signed the property over to you,

1 at that time, which time are you referring to?

2 A. '97.

3 Q. Okay. So my question was, did you have any  
4 involvement with that property prior to 1997?

5 A. Yes.

6 Q. Okay. How early, if you can give us an  
7 approximate date of time that you had some involvement  
8 with that property?

9 A. 1991, once my sister had a stroke, I had to take  
10 care of the property.

11 Q. Okay. Now, do you know who the owners of the  
12 property were back in 1991? The time that you got  
13 involved with it?

14 A. In '91, my sister, Carolyn and my mother, Julia.

15 Q. Your mother, Julia Scott. Okay. Now, what is  
16 your relationship to Raymond D. Moore?

17 A. Raymond D. Moore is my nephew.

18 Q. Okay. Could you explain ---?

19 A. My sister's son.

20 Q. Which sister?

21 A. Carolyn B. Moore.

22 Q. Okay. So that's ---?

23 A. One of the owners.

24 Q. Okay. So that's Carolyn B. Moore's son, Raymond  
25 D. Moore?

1 A. Yes.

2 Q. And did you know --- when you got involved with  
3 the property back in 1991, initially, did you know  
4 that Raymond D. Moore had PGW utility service at the  
5 property?

6 A. No.

7 Q. Did you know a Catherine Moore?

8 A. Yes.

9 Q. Who was Catherine Moore?

10 A. She was Raymond D. Moore, my nephew's, wife.

11 Q. Okay. Now, did the owner of the property --- when  
12 you got involved with the property, the owners, you  
13 said, were Julia Scott, that's your mother, and  
14 Carolyn Moore, who is your sister?

15 A. Yeah.

16 Q. Okay. Do you know if they authorized Raymond J.  
17 (sic) Moore to incur a utility service with the  
18 Philadelphia Gas Works, at the property?

19 A. No.

20 Q. What do you mean, no?

21 A. Carolyn B. Moore couldn't have did it, because she  
22 had a stroke, and she was in a --- she had been in the  
23 Wayne Center Nursing Home in Wayne county,  
24 Pennsylvania since '91, and also she can't speak,  
25 either. So I know she didn't authorize it.

1 Q. She's incapacitated?

2 A. Yes.

3 Q. Okay.

4 A. And my mother, right, my mother let me handle all  
5 the details of the house. I paid all the bills and  
6 paid taxes and everything.

7 Q. Since when did you pay the allegations obligations  
8 of the property?

9 A. My mother authorized me to pay the taxes.

10 Q. When did she authorized you to do that?

11 A. '91.

12 Q. In '91 when you first got involved?

13 A. Yes.

14 Q. Did you then know that Raymond D. Moore had  
15 utility service at the premises known as 6226 Limekiln  
16 Pike?

17 A. No, I didn't know that.

18 Q. Did you know what was going on at that property?  
19 Was that property occupied?

20 A. For three or four years it was abandoned.

21 Q. What three years was ---?

22 A. I can't remember the dates, though. When there  
23 was no one there, we found out --- my nephew Raymond  
24 D. Moore had a drug habit; right? So we would never  
25 authorize him to stay there. At one time when we

1 found out he was there that being my mother's  
2 grandson, and he has four children, my mother wanted  
3 him to go, right. And at one time he did leave there  
4 but with Catherine Moore --- that's why Catherine  
5 Moore stayed at the house. But we never let Raymond  
6 Moore stay there that we know of. He stayed, but we  
7 weren't aware that he was staying there. Because of  
8 his drug addiction he wasn't responsible for anything,  
9 so we would never authorize him to have a gas bill.

10 Q. So what's your knowledge of the earliest period of  
11 time he got involved with drug addiction? I mean, was  
12 that 1991 when you got involved with the property or  
13 before that time?

14 A. Before that time, because he had been away. For  
15 the last 17 years, he had the disease of addiction.  
16 At this time, he was in rehab now in Houston, Texas.  
17 And his wife and him have divorced since that time.

18 Q. So Raymond D. Moore and Catherine Moore are no  
19 longer together?

20 A. No. She divorced my brother --- or I mean my  
21 nephew.

22 Q. Now, did at any time according to your knowledge,  
23 when you got involved with the property, were you or  
24 your mother or anyone contacted as owners in regards  
25 to a delinquent utility bill at that premises?

1 A. I wasn't. I was never aware of it.

2 Q. How about the PGW bills? If you were involved  
3 with the property, did you not see that there were PGW  
4 bills there?

5 A. I see bills came in under Catherine's name. But  
6 her mail, I never opened it. I gave it to her.

7 Q. Did she pretty much take care of her ---?

8 A. She moved out. She moved out, she moved to  
9 Harrisburg. So my nephew was away and she moved to  
10 Harrisburg, so there wasn't nobody --- I couldn't  
11 contact anyone else and I didn't know exactly where  
12 Catherine had moved. Because she had separated from  
13 my nephew, and she was in hiding. She didn't want him  
14 to know where she was at.

15 Q. Now, you recently secured the sale of this  
16 property on January 27th, 2006; is that correct?

17 A. Yes.

18 Q. And when did you learn about the PGW gas bill?

19 A. At the settlement.

20 Q. Did you not --- were you not informed prior to  
21 that time when the title company was doing their  
22 research that there may be an issue of this PGW lien?

23 A. Yes. Yes.

24 Q. So shortly before this settlement, you would have  
25 been aware of the fact that there was a PGW lien?

1 A. Yes.

2 Q. Then you understand that that's why we're here  
3 today, that that gas bill was for service that was  
4 incurred at the premises?

5 A. Yeah.

6 Q. At 6226 Limekiln Pike?

7 A. Yes.

8 Q. But you objected to paying that at the settlement?

9 A. Yes, I did.

10 Q. So those funds have been placed in escrow pursuant  
11 to the outcome of whatever your dispute is with PGW,  
12 with the title company; is that correct?

13 A. Yes.

14 Q. Why did you object to the payment of the PGW bill?

15 A. Because I wasn't aware --- I mean, I was aware of  
16 it. Within that 30 days somehow I became aware of it.  
17 But I didn't want to pay it because it wasn't our  
18 bill.

19 Q. What do you mean?

20 A. We never had an account. We never had an account  
21 for the gas. Why would we request the gas company to  
22 have the gas on at Limekiln?

23 Q. Okay. So what if the gas company says that  
24 regardless of that, the bill by a municipal lien is  
25 attached to the property itself and not to you or

1 Raymond D. Moore or anyone else? What's your position  
2 in regards to that?

3 A. The same thing. That we didn't authorize it and  
4 we shouldn't have to pay for somebody else's gas,  
5 which is Raymond D. Moore.

6 Q. So you feel that the --- whatever debt should be  
7 charged, it should be charged to Raymond D. Moore  
8 because of what reason?

9 A. Because evidently, he must have had an account  
10 with them, with the Gas Works of Philadelphia.

11 Q. Did either you, when you were in ownership in  
12 1997, or to your knowledge, your mother Julia Scott or  
13 your sister Carolyn Moore, authorize Raymond D. Moore  
14 to obtain utility service at 6226 Limekiln Pike?

15 A. No.

16 Q. You never signed --- they never signed ---  
17 Catherine Moore or Raymond D. Moore never signed a  
18 lease with you while you were in ownership?

19 A. No.

20 Q. Did you know what had happened in terms of the  
21 utility service and what was going on there?

22 A. No.

23 Q. You had no knowledge of ---?

24 A. Like I said earlier, the house was abandoned for  
25 at least three or four years. No one lived there.

1                   ATTORNEY SHARPE:

2                   I'd like to request permission to mark my  
3 exhibits and to deal with the introduction of the  
4 exhibits and into the record at a later time after my  
5 client has been cross examined, if that's okay with  
6 Your Honor.

7                   JUDGE JONES:

8                   For what purpose, Mr. Sharpe?

9                   ATTORNEY SHARPE:

10                  Well, I definitely want to make sure that  
11 the exhibits are identified and get into the record.  
12 But I'd like to not interrupt --- I'd like to give  
13 opposing Counsel an opportunity to cross examine him.

14                  JUDGE JONES:

15                  I still don't understand the purpose, Mr.  
16 Sharpe, of the delay. Why can't we mark the exhibits  
17 for identification and you can request admission into  
18 the record at a later time, but we can mark the  
19 exhibits for identification now.

20                  ATTORNEY SHARPE:

21                  Okay. My apologies, Your Honor. Some of  
22 the exhibits I don't have copies for Your Honor and  
23 for opposing Counsel. So that's my ---.

24                  JUDGE JONES:

25                  How many exhibits do you not have

1 sufficient copies of, Mr. Sharpe? We are off the  
2 record.

3 OFF RECORD DISCUSSION

4 JUDGE JONES:

5 Mr. Sharpe, I have indulged your  
6 lateness, I have indulged your interruptions with your  
7 cell phone, that the exhibits that you plan to  
8 introduce you do not have sufficient copies for  
9 opposing Counsel, the court reporter or me. What I  
10 have commissioned my secretary to do is to make the  
11 appropriate copies, at which time Mr. Sharpe can  
12 identify the exhibits and introduce them into  
13 evidence. Mr. Sharpe, do the exhibits elicit any  
14 further testimony from your witness in reference to  
15 this matter?

16 ATTORNEY SHARPE:

17 Do the exhibits ---?

18 JUDGE JONES:

19 Do the use of the exhibits elicit any  
20 further testimony from your witness in reference to  
21 this?

22 ATTORNEY SHARPE:

23 No, he's already testified in regards to  
24 any exhibits.

25 JUDGE JONES:

1                   Okay. So you are finished as far as your  
2 Direct with this?

3                   ATTORNEY SHARPE:

4                   In regards to the exhibits.

5                   JUDGE JONES:

6                   Are you finished with your Direct in  
7 regard to this witness?

8                   ATTORNEY SHARPE:

9                   No.

10                  JUDGE JONES:

11                  You may proceed with your Direct, sir.

12 BY ATTORNEY SHARPE:

13 Q. Mr. Hasan, are you stating that you never saw or  
14 had knowledge excuse me, stated that you never saw or  
15 had knowledge of the billings for utility services at  
16 the premises; is that correct?

17 A. No, not until just previous --- it was like 30  
18 days before the settlement.

19 Q. Okay.

20                  JUDGE JONES:

21                  Thirty (30) days prior to the settlement?

22 BY ATTORNEY SHARPE:

23 Q. In 2006 or in 1997? 2006?

24 A. It was around December of '06 (sic).

25 Q. Okay.

1                   JUDGE JONES:

2                   December '05?

3 A.    '05, excuse me.

4 BY ATTORNEY SHARPE:

5 Q.    So you understand that this matter is regarding  
6 disputing the bills that were charged to Raymond D.  
7 Moore at the premises and Catherine Moore at the  
8 premises?

9 A.    Yes.

10 Q.    Now, your testimony earlier was that you never  
11 authorized ---?

12                   ATTORNEY FARINAS:

13                   Your Honor, could we again limit it to  
14 the accuracy of the bill? Authorization was  
15 stipulated, that he never authorized gas service. I  
16 don't see how the question relates to the relevance of  
17 or speaks to any notion about the accuracy of the  
18 bills.

19                   JUDGE JONES:

20                   Mr. Sharpe? Please get to the point,  
21 sir.

22                   ATTORNEY SHARPE:

23                   Could you repeat your statement please?

24                   ATTORNEY FARINAS:

25                   My statement was that your question

1 concerning whether or not he authorized gas service at  
2 the property, I would stipulate to them that he would  
3 not be in a position to enter into a contract for gas  
4 service with PGW. As to whether or not he maintains  
5 that she had a lease, I believe you've already asked  
6 and answered that.

7 ATTORNEY SHARPE:

8 I have no response to that.

9 JUDGE JONES:

10 Okay. Do you have a further Direct  
11 question for your witness as far as part of your  
12 Direct testimony, sir?

13 ATTORNEY SHARPE:

14 Yes, I do.

15 BY ATTORNEY SHARPE:

16 Q. Were you ever notified at any point in time in  
17 regard to the connection/disconnection or the  
18 authorization of utility services at 6226 in the name  
19 of Catherine Moore, after you obtained ownership in  
20 1997?

21 A. No.

22 ATTORNEY FARINAS:

23 Your Honor, I object to this line of  
24 questioning. Again, it doesn't go to the actual gas  
25 charges and whether or not they were correct. As Mr.

1 Hasan was not in a contract with PGW, he would not be  
2 in a position to be notified by PGW about the gas  
3 bill. Unless that was the relationship, it should  
4 have nothing to do with what we're discussing today,  
5 which is the accuracy of the bills. I object to any  
6 further questioning along this line.

7 JUDGE JONES:

8 Understood, Mr. Farinas. That objection  
9 is sustained. Mr. Sharpe, please move on.

10 BY ATTORNEY SHARPE:

11 Q. Were you, as owner, ever notified that you were  
12 responsible or you would be responsible for utility  
13 services at the premises?

14 ATTORNEY FARINAS:

15 Your Honor, I object to the question. It  
16 doesn't go to the accuracy. And again, I would  
17 stipulate that he was never notified that he was  
18 responsible for the utilities. He's still not  
19 responsible. I think that's the legal concept that is  
20 being touted here. But it's not what we're discussing  
21 here today.

22 JUDGE JONES:

23 That objection is sustained. Mr. Sharpe,  
24 please move on. You are trying the Court's patience,  
25 sir.

1                    ATTORNEY SHARPE:

2                    No further questions.

3                    JUDGE JONES:

4                    Very well. Mr. Farinas, do you have any  
5 questions of this witness?

6                    ATTORNEY FARINAS:

7                    Just a few brief questions, Your Honor.

8                    JUDGE JONES:

9                    Go ahead, sir.

10 CROSS EXAMINATION

11 BY ATTORNEY FARINAS:

12 Q. Mr. Hasan, you were discussing your involvement  
13 with the property, not only when you owned it, but  
14 prior to that. Did you know --- prior to your first  
15 owning the property in 1997, did you know that the gas  
16 was --- that the house used gas as a heating fuel?

17 A. No.

18 Q. I'm sorry, but could you please refresh my  
19 recollection? When did you first become involved in  
20 taking care of the business of the house?

21 A. Like I said, in '91.

22 Q. Okay. At that time, did you know that it had gas  
23 appliances in there?

24 A. Yes.

25 Q. Did you know it had a gas heater?

- 1 A. Yeah.
- 2 Q. Did you know it had a gas hot water heater?
- 3 A. Yes.
- 4 Q. And a gas stove?
- 5 A. Yes.
- 6 Q. And you said --- tell me again when --- you said  
7 the property was abandoned for a while?
- 8 A. Yeah.
- 9 Q. You thought no one lived in it?
- 10 A. That's right.
- 11 Q. Okay. In what condition was the property at that  
12 time?
- 13 A. It wasn't in good condition.
- 14 Q. Can you describe what --- old windows?
- 15 A. Well, it weren't too much of a foundation. It was  
16 the way it was ---.
- 17 Q. I'm sorry?
- 18 A. There wasn't too much of the foundation of the  
19 house. It was the way the house was kept.
- 20 Q. How was it being kept?
- 21 A. Untidy.
- 22 Q. Windows broken?
- 23 A. Nothing like that.
- 24 Q. Wasn't the house secure?
- 25 A. Yeah. No, no. At one time, when the house was

1 abandoned, somebody had broke in. I wasn't going  
2 there frequently so somebody had came in, somebody had  
3 broke in.

4 Q. Can I ask you how they got in?

5 A. Through the back door. It seemed like it was  
6 cracked and that's how they got in.

7 Q. Can I ask you how old --- you bought the property  
8 from someone else?

9 A. From someone else.

10 Q. So as far as you know, those were the same windows  
11 that had been in the property from when you came to  
12 know property in 1991; is that correct?

13 A. I couldn't say.

14 Q. Can I ask you, sir, from 1991, you knew that the  
15 house ran on gas; right?

16 A. Yeah.

17 Q. Yeah, but you weren't aware of the fact that  
18 anyone was in there ---?

19 A. Like I told you earlier, that house was abandoned.  
20 I didn't come there all the time. And somebody had  
21 broken in the back door and people were squatting in  
22 it.

23 Q. With respect to anyone in there, did you ever  
24 discover anyone in there and have to him evicted?

25 A. You mean my nephew --- or anyone?

1 Q. Squatters.

2 A. Oh, I never caught any squatters. But I could see  
3 the signs. They were everywhere, and they had broken  
4 the door open.

5 Q. So it was a property where people could gain  
6 access to it?

7 A. To the back door. They broke in the back.

8 Q. For either time period, before you bought the  
9 property of after, did you --- you had a concern about  
10 the upkeep of the property; is that correct?

11 A. Yes.

12 Q. Did you know that the gas heat was on?

13 A. When I'd usually go in there, it was usually cold.  
14 It was cold.

15 Q. Did you ever make any or did you ever have  
16 thoughts about, in the wintertime, have the pipes  
17 heated?

18 A. The only thing I did about that, I had requested  
19 the water company cut the water off.

20 Q. So did you ever believe that the pipes had  
21 anything to do with it?

22 A. Once they cut the water off, I drained the water  
23 pipes.

24 Q. This is after you owned the property?

25 A. Yeah.

1 Q. Did you ever have ---?

2 A. Before that --- no, after. I take it back.

3 Q. Did you ever have gas service physically  
4 disconnected from the house?

5 A. I told you, it was cold in there.

6 Q. Did you ever have gas service or the appliances  
7 disconnected?

8 A. No, because I never dealt with the gas.

9 Q. Even after you were the owner?

10 A. Even after I was an owner.

11 Q. If I can --- you had mentioned something earlier  
12 about --- you went to the property occasionally where  
13 you would see bills for Catherine Moore there?

14 A. Yeah.

15 Q. What did you do about that?

16 A. Well, I couldn't look at them, I have them back.

17 Q. Okay. This would be at the time that you owned  
18 the property?

19 A. I'm trying to think, maybe '91, in there.

20 Q. Okay. You purchased the property in late '97; is  
21 that correct?

22 A. Yes.

23 Q. Okay. And do you remember when you saw Ms.  
24 Moore's bills coming to the house?

25 A. No. I can't give you a time.

1 Q. Could it have been --- was it before 1997?

2 A. I think so, yeah, it could be.

3 Q. Well, when you went there and saw the bills, do  
4 you remember being the owner? Do you remember when  
5 she lived there?

6 A. I think ---.

7 Q. Did you ever collect rent from them when you were  
8 the owner?

9 A. No. No way. I never took any money.

10 Q. Did you ever believe she owed you rent for staying  
11 there?

12 A. No. I don't know. I don't believe she owed me.  
13 Because when they moved in there, it was unauthorized,  
14 and like I said earlier, that's my mother's grandson.

15 Q. Right.

16 A. And my mother wasn't --- I talked to my mother  
17 about it, and wanted to evict them. But my mother  
18 wouldn't allow me to evict them.

19 Q. But after 1998, this was your property; right?

20 A. No.

21 JUDGE JONES:

22 He co-owned it with his mother.

23 A. Co-owned.

24 JUDGE JONES:

25 Or sister?

1 A. Yes. I co-owned it. And that's my sister's  
2 grandchildren, too. And that's my mother's great  
3 grandchildren. And she wasn't going to put them in  
4 the street.

5 BY ATTORNEY FARINAS:

6 Q. And when Ms. Moore lived at the property, you  
7 wouldn't consider it abandoned, then. You knew she  
8 was there; right?

9 A. No, she lived there for 27 or more ---.

10 Q. Catherine?

11 A. Oh, you're talking --- I thought you were talking  
12 about Carolyn.

13 Q. Oh, I'm sorry. Catherine Moore, when she lived at  
14 the property, what was the condition of the property,  
15 then?

16 A. Again, like I tell you. At what time?

17 Q. Okay. Well, in 2001?

18 A. I told you, it was cold.

19 Q. Did she cook food?

20 A. I don't know if she cooked food or not. I didn't  
21 live there.

22 Q. Did you ever know or have occasion to use the hot  
23 water there?

24 A. No. I never used the bathroom. I just hardly ---  
25 I told you I didn't hardly go --- most of the time I

1 didn't hardly go there.

2 Q. And yet, for whatever reason, you did not try to  
3 evict Ms. Moore?

4 A. I told you why.

5 Q. When Catherine Moore was at the property, did she  
6 have children? Were there children or not at the  
7 property?

8 A. Yes, four. That's why I didn't evict her. It was  
9 my brother's or my nephew's addiction. We wasn't  
10 going to punish Catherine and her four children which  
11 is my sister's grandchildren and which is my mother's  
12 great grandchildren. We wasn't going to punish the  
13 children on account of their father who was addicted  
14 to narcotics.

15 Q. So against your better judgment, you did allow  
16 them to stay; is that what you're saying?

17 A. I didn't allow them to stay, they stayed. But I  
18 didn't allow them to stay.

19 Q. How do you figure?

20 A. They was there.

21 Q. But choosing not to evict them is to allow them to  
22 stay; correct?

23 A. You say that, but I don't know --- they were  
24 struggling. They was there, and she was --- she said  
25 she was struggling. And she was struggling.

1 Q. Were they ever there over the winter periods, to  
2 your knowledge?

3 A. I don't know. I doubt it. 'Cause Cathy had left  
4 to live with her mother. Then she came back. They  
5 had that kind of relationship. She left and then  
6 she'd go back again.

7 Q. Okay. If I can --- I guess I want to ask you, are  
8 you a gas customer by chance?

9 A. Yeah.

10 Q. Do you feel that you have a good judgment as to  
11 what is an accurate bill or an inaccurate bill?

12 A. Yes.

13 Q. Okay. If I would tell you a bill for gas usage  
14 from January to February, that you used 342 units of  
15 gas, resulting in a charge of \$296.01; does that sound  
16 like a fair bill for winter usage?

17 A. What are talking about, 30 days, month to month?

18 Q. Yeah, 30 days. I'm sorry. January 13th through  
19 February 12th.

20 A. Yeah, because my gas is \$290-some.

21 Q. Okay. And in summertime, you would expect the  
22 bills to be lower; correct?

23 ATTORNEY SHARPE:

24 Objection, Your Honor, on grounds of  
25 relevance. I don't understand why my client's

1 analysis of what gas may be in the winter or the  
2 summer is relevant.

3 ATTORNEY FARINAS:

4 Actually, Your Honor, I think this is  
5 very relevant. I seriously doubt that Mr. Hasan's  
6 argument is actually the accuracy of the bill, and  
7 this argument is just a reason to keep us here. I  
8 don't think he has any issue with the accuracy of the  
9 bills. He just has an issue with the fact that money  
10 is being held pursuant to the Municipal Lien Act that  
11 he was not given the proceeds of the sale. My reason  
12 for asking questions to see how he feels about the  
13 bills for the period, I'm just trying to get a handle  
14 on his feeling about what's a high gas bill.

15 JUDGE JONES:

16 The objection is overruled. You may  
17 answer the question, Mr. Hasan.

18 A. Repeat the question.

19 BY ATTORNEY FARINAS:

20 Q. The question is, would you expect gas bills in the  
21 summer time to be lower than they are in the  
22 wintertime?

23 A. Yeah.

24 Q. Okay. A gas bill between May 14th and June 16th,  
25 using 33 units of gas for the time that it was billed

1 in 1998, is \$32. Does that seem like a fair bill to  
2 you?

3 A. For how much?

4 Q. For \$32.

5 A. Yes.

6 Q. Do you have any specific theory or knowledge or  
7 idea --- or any particular gas bill that may be  
8 inaccurate?

9 A. No. I didn't pay for the gas there at all.

10 Q. Okay. So do you have a basis to believe that they  
11 are inaccurate?

12 A. I never seen the bills.

13 Q. Would you like to see the gas bills?

14 A. No, not really, because they're not ours; why?

15 Q. So do you truly dispute their accuracy or do you  
16 just objecting to ---?

17 A. I don't have no knowledge of the gas bills. I  
18 have no knowledge.

19 Q. Okay. I'm going to give you knowledge. Do you  
20 want to see them?

21 A. If you insist.

22 ATTORNEY FARINAS:

23 Your Honor, I would like to show a  
24 document which I have previously marked as PGW Exhibit  
25 Three. Could it be marked that way?

1 (PGW Exhibit Three marked for  
2 identification.)

3 JUDGE JONES:

4 PGW Exhibit Three, actually what's marked  
5 Exhibit ---.

6 ATTORNEY FARINAS:

7 I'm sorry. My normal process is to bring  
8 a loose set of multiple copies, and I have a separate  
9 set. And I would like to have --- and since I've  
10 previously marked this, I previously marked this as  
11 PGW Exhibit Two, going out of order.

12 JUDGE JONES:

13 All right. You've provided copies to the  
14 court reporter and opposing Counsel?

15 ATTORNEY FARINAS:

16 Yes, Your Honor.

17 JUDGE JONES:

18 And you wish to approach the witness with  
19 the Exhibit?

20 ATTORNEY FARINAS:

21 Yes, Your Honor, I wish to approach.

22 JUDGE JONES:

23 Go ahead, sir.

24 BY ATTORNEY FARINAS:

25 Q. Mr. Hasan, I'll show you this document which has

1 been marked PGW Exhibit Three. It is a two-page  
2 document, which is the ---.

3 JUDGE JONES:

4 Correction, three pages.

5 BY ATTORNEY FARINAS:

6 Q. I'm sorry. Three pages. Which is, at first, the  
7 statement of account for gas consumed at the Limekiln  
8 address under the account of Catherine Moore. I ask  
9 you, sir, to take a look at it, if I can explain to  
10 you from left to right, the left column is the date of  
11 a transaction or when a bill or a payment took place.  
12 The next column describes what kind of transaction  
13 that was. There is the two center columns of the  
14 page, which is described --- where dates appear, the  
15 dates for which the bills occurred, the gas  
16 consumption occurred. The column at the --- second  
17 column from the right outlines the usage, and since  
18 we're talking about a period a little bit far in the  
19 past, I want to just dwell on the usage, but if you  
20 want to know what was actually charged, it is the  
21 third column from the left, that shows the actual  
22 charge for that usage. But can I ask you to take a  
23 look at that? In fact, I'll sit down and ---. If  
24 you'd like to take a look at the various bills on the  
25 exhibit, see whether or not they ring true as far as

1 to you, or if you actually have any dispute as to the  
2 accuracy of the bills. Do you have a dispute with the  
3 accuracy of the bills?

4 A. These aren't my bills. I don't dispute them.

5 Q. So I'm asking you ---?

6 A. It's not my ---.

7 Q. I understand. The bills are for Ms. Catherine  
8 Moore.

9 A. Yes.

10 Q. So is your reason for being here something other  
11 than then accuracy of the bills?

12 A. The only thing I can say is you'd have to ask  
13 Catherine Moore about these bills. They're not my  
14 bills.

15 Q. So your reason for being here is not to discuss  
16 the accuracy of the bill, but rather the fact  
17 that ---?

18 A. You're charging the wrong person.

19 Q. I'm charging Catherine Moore.

20 A. No. You're charging the wrong person.

21 ATTORNEY FARINAS:

22 I have no further questions.

23 JUDGE JONES:

24 Thank you. Mr. Hasan, I have a couple  
25 questions for you. Catherine Moore and Cathy Moore

1 are the same person; correct

2 A. Yeah.

3 JUDGE JONES:

4 The time frame where you recollect the  
5 property was abandoned, you said was three or four  
6 years; correct?

7 A. Yeah.

8 JUDGE JONES:

9 Can you remember, to the best of your  
10 recollection whether it was the time period from  
11 '90-what to '90-what?

12 A. Yeah. I don't remember the dates.

13 JUDGE JONES:

14 Okay. To the best of your recollection,  
15 can you recall whether it was prior to Catherine Moore  
16 being in the property or not?

17 A. Can I say something?

18 JUDGE JONES:

19 Answer the question, sir.

20 A. Okay. I have something I want to show you. I got  
21 two people in a nursing home that are ---.

22 JUDGE JONES:

23 Answer the question for me.

24 A. I can't remember.

25 JUDGE JONES:

1 Answer the question. You cannot  
2 remember? Okay. Do you remember whether it was prior  
3 to you obtaining ownership of the property in '97?

4 A. Repeat it?

5 JUDGE JONES:

6 Prior to you obtaining ownership of the  
7 property in '97, was the property abandoned?

8 A. I don't know.

9 JUDGE JONES:

10 You don't recall. Okay. Is there a  
11 possibility that your mother, Ms. Julia Scott, who you  
12 said is incapacitated, is she able to write, sir?

13 A. No, she can't. There's no way. I got two people  
14 in the nursing home.

15 JUDGE JONES:

16 Okay. Was she able to write in '97, sir?

17 A. Yeah.

18 JUDGE JONES:

19 Okay. And in fact, that's how I expect  
20 that you obtained ownership, because she was able to  
21 legally write something to give her ownership rights  
22 to you. Is it possible that she provided something  
23 written for leasing the property to Ms. Catherine  
24 Moore?

25 A. Is it possible?

1                   JUDGE JONES:

2                   Yes.

3 A.    Yes, it's possible.

4                   JUDGE JONES:

5                   Okay. Now, you also stated in your  
6 testimony that there are familial ties here as far as  
7 Catherine Moore and children that she had with your  
8 nephew, Mr. Raymond D. Mocre, being grandchildren and  
9 great grandchildren --- grandchildren of your sister,  
10 great grandchildren of your mother; is that correct?

11 A.    Correct.

12                   JUDGE JONES:

13                   And you also stated that because of the  
14 children, you did not want them to be harmed, based on  
15 something that the parent, Mr. Raymond Moore, may have  
16 done in effect?

17 A.    Right.

18                   JUDGE JONES:

19                   Okay. And you also testified that there  
20 was evidence of bills that you saw in the property of  
21 6226 Limekiln Pike addressed to Catherine Moore;  
22 correct, sir?

23 A.    Yes.

24                   JUDGE JONES:

25                   Okay. So could there ever have been a

1 time, sir, when there was knowledge of the children  
2 being in the property, that the grandmother and mother  
3 decided to allow them to stay in the property?

4 A. Grandmother couldn't, because she was in a nursing  
5 home. She wasn't able to talk or communicate things.

6 JUDGE JONES:

7 The grandmother being Carolyn?

8 A. Yes.

9 JUDGE JONES:

10 What about Julia Scott?

11 A. Julia Scott was capable, but I personally don't  
12 think ---.

13 JUDGE JONES:

14 So she would have been able to make that  
15 decision, sir?

16 A. Yeah.

17 JUDGE JONES:

18 All right. Okay. I have no further  
19 questions. Mr. Sharpe, I did have your exhibits, sir,  
20 as well as copies.

21 ATTORNEY SHARPE:

22 Thank you.

23 A. Can I be excused?

24 JUDGE JONES:

25 That is up to your Counsel, sir.

1                   ATTORNEY SHARPE:

2                   Does Counsel need further questions of  
3 the witness?

4                   ATTORNEY FARINAS:

5                   I already indicated I have no further  
6 questions.

7                   ATTORNEY SHARPE:

8                   Okay. Redirect on ---.

9                   JUDGE JONES:

10                  I'm interested in the marking of your  
11 exhibits, sir. The exhibits that I just handed to  
12 you?

13                  ATTORNEY SHARPE:

14                  Yes.

15                  JUDGE JONES:

16                  I'm interested in the identification of  
17 the exhibits. That was, as far as I understood, part  
18 of your Direct.

19                  ATTORNEY SHARPE:

20                  Okay. Before I Redirect, would you like  
21 to address those?

22                  JUDGE JONES:

23                  Yes.

24                  ATTORNEY SHARPE:

25                  I have marked, for purposes of

1 identification Exhibits C-1, which is the fee simple  
2 deed of record, dated February 17th, 1990, from  
3 Raymond Moore to Carolyn Moore --- I mean, excuse me,  
4 Raymond Moore and Carolyn Moore to Julia Scott and  
5 Carolyn Moore, as Exhibit C-1, Complainant's C-1.

6 JUDGE JONES:

7 It shall be identified.

8 (Complainant's Exhibit One marked for  
9 identification.)

10 ATTORNEY SHARPE:

11 I'd like to identify for purposes of the  
12 record as Exhibit C-2, the fee simple deed dated  
13 November 19th, 1997, between Julia Scott, parent, and  
14 Robert Louis Moore, a/k/a Haneef Hasan. That again,  
15 is Exhibit C-2. And I'd like to identify as Exhibit  
16 C-3 the HUD-1 settlement statement for the sale of  
17 6226 Limekiln Pike dated January 27, 2006, and that is  
18 Exhibit C-3.

19 JUDGE JONES:

20 C-2 and C-3 shall be so identified.

21 (Complainant's Exhibit Two and Three  
22 marked for identification.)

23 ATTORNEY SHARPE:

24 Thank you, Your Honor.

25 JUDGE JONES:

1 Do you plan on providing copies, sir?

2 ATTORNEY SHARPE:

3 Yes. If I could so mark them and provide  
4 copies to ---.

5 JUDGE JONES:

6 Very well.

7 ATTORNEY SHARPE:

8 May I Redirect, ma'am?

9 ATTORNEY FARINAS:

10 Can we have copies of those?

11 JUDGE JONES:

12 I'm sorry, sir. Once they're identified,  
13 they're distributed so that the people can understand  
14 what you are talking about that's identified on the  
15 record. Mr. Moore, please indulge us. I understand  
16 that your patience is wearing thin. You may proceed  
17 with your Redirect, Mr. Sharpe.

18 ATTORNEY SHARPE:

19 Thank you, Your Honor.

20 REDIRECT EXAMINATION

21 BY ATTORNEY SHARPE:

22 Q. Mr. Moore, you were presented with a copy of  
23 Exhibit Three from PGW in regards to the billing at  
24 the 6226 Limekiln Pike premises during --- well,  
25 probably during the period of time where you would

1 have been in ownership. Do you still have that  
2 exhibit to your right, Mr. Moore?

3 A. Yean.

4 Q. I'm talking about Exhibit Three that was presented  
5 to you by PGW, the one ---.

6 A. Oh, that.

7 Q. Yes. Now, again, according to Exhibit C-2, you  
8 came into ownership of the property as of 1997?

9 A. Yes.

10 Q. Do you have that exhibit with you?

11 A. Yes.

12 Q. Okay. Can you look to the date, because you came  
13 into ownership as of November 1997. Is that reflected  
14 in the list of the billing that you received in  
15 Exhibit Three from PGW?

16 A. Yeah.

17 Q. Do you see anything that notates November of 1997  
18 on page one of two on the first page there about  
19 halfway down?

20 A. Yeah. I see November 24th, 1997.

21 Q. Yeah. So it looks there like during the time that  
22 you came into ownership, there was active service at  
23 the premises?

24 A. I said November, I'm sorry. It wasn't November,  
25 it was September. September 24th, '97.

1 Q. Right.

2 A. And according to this they paid the current bill  
3 of \$100, I believe.

4 Q. Right. So you see that there was active service  
5 at the location. Did you know that this service was  
6 being billed at the location?

7 A. No.

8 Q. Did you ever have occasion to go out, because you  
9 said you went out sometime, that would have been in  
10 the wintertime, and you said you went there and it was  
11 cold?

12 A. Yeah.

13 Q. Did you know what the status of the service was at  
14 all, what was being provided?

15 A. Right. Whenever I took --- they said the heater  
16 was broke.

17 Q. They said the heater was broke?

18 A. Yeah.

19 Q. Okay. Do you know if there was ever any agreement  
20 with PGW to get any of the utility services repaired  
21 or otherwise?

22 A. No. They never said anything.

23 ATTORNEY SHARPE:

24 I have no further questions of the  
25 witness.

1                   JUDGE JONES:

2                   Mr. Farinas, any Recross?

3                   ATTORNEY FARINAS:

4                   No further questions.

5                   JUDGE JONES:

6                   Very well. Mr. Hasan, you are excused,  
7 sir.

8 A. Thank you.

9                   JUDGE JONES:

10                  Mr. Sharpe, do you wish to ---

11                  ATTORNEY SHARPE:

12                  Yeah, I'd like to move for the ---.

13                  JUDGE JONES:

14                  --- admit these exhibits, C-1 through C-3  
15 into the record?

16                  ATTORNEY SHARPE:

17                  Yes, I'd like move for the admission of  
18 those exhibits into evidence, into the record.

19                  JUDGE JONES:

20                  Mr. Farinas, is there an objection to the  
21 admission of the Exhibits C-1 through C-3?

22                  ATTORNEY FARINAS:

23                  Your Honor, for relevance, Exhibit C-1 is  
24 beyond the scope of what we're doing in this  
25 proceeding, I believe. In support of the standing

1 issue, the finding on the standing issue, the deed  
2 which conveys to Mr. Hasan, his ownership of the  
3 property is relevant, but the ownership interest of  
4 the property prior to that I don't think is relevant.

5 I object to the admission of C-1. However, I have no  
6 objection to C-2 and C-3.

7 JUDGE JONES:

8 Mr. Sharpe, is there a response to the  
9 objection of Exhibit C-1?

10 ATTORNEY SHARPE:

11 Absolutely, Your Honor. On the issue of  
12 relevancy, I believe it's entirely relevant that my  
13 client, who obtained his interest through his mother,  
14 Julia Scott. Julia Scott was the record owner from  
15 Raymond Moore as of 1990. I think this matter goes  
16 back to 1990. We're not just talking about billings  
17 from 1997. If we are, I'll agree. If we're saying  
18 that we're not talking about billings that predated my  
19 client's ownership, then I certainly have no objection  
20 to the exclusion of this particular deed.

21 JUDGE JONES:

22 Actually, the scope that we're talking  
23 about is under your control, Mr. Sharpe, as you are  
24 representing the Complainant that's bringing the  
25 complaint.

1                   ATTORNEY SHARPE:

2                   Yes. But I'm saying to Your Honor for  
3 the sake of argument, the billing that PGW is  
4 requesting payment for dates all the way back to 1990.  
5 So if what they're saying by that is that they're not  
6 billing for anything prior to my client's ownership  
7 interests in 1997, then I'd have no objection. But  
8 I'd certainly have an objection if we're talking about  
9 billing that goes back to the year of 1990, and here  
10 this deed is showing a chain of title that my client  
11 is involved in that dates back to 1990.

12                   JUDGE JONES:

13                   Very well. Hearing the arguments on  
14 relevancy, the objection to Exhibit C-1 is overruled  
15 and it will be admitted. Is there anything further  
16 for the Complainant, Mr. Sharpe?

17                   ATTORNEY SHARPE:

18                   No, Your Honor, there's not.

19                   JUDGE JONES:

20                   Very well, Mr. Farinas, I am ready for  
21 your presentation, sir.

22                   ATTORNEY FARINAS:

23                   Yes, Your Honor. I'd like to call Ms.  
24 Anne Marie Cromley.

25                   JUDGE JONES:

1 Good afternoon, Ms. Cromley, please raise  
2 your right hand.

3 -----  
4 ANNE MARIE CROMLEY, HAVING FIRST BEEN DULY SWORN,  
5 TESTIFIED AS FOLLOWS:  
6 -----

7 JUDGE JONES:

8 Very well. You may be seated. Can you  
9 state your full name, spelling your last name for the  
10 record?

11 A. Anne, A-N-N-E, Marie --- it's two words,  
12 M-A-R-I-E. Middle name is Teresa, T-E-R-E-S-A, last  
13 name is Cromley, C-R-C-M-L-E-Y.

14 JUDGE JONES:

15 And you are a PGW employee?

16 A. Yes, I am.

17 JUDGE JONES:

18 In what capacity, ma'am?

19 A. My current title is customer review officer, and  
20 within my title, I investigate and resolve informal or  
21 formal complaints from the customer and the Bureau of  
22 Consumer Services.

23 JUDGE JONES:

24 Thank you. Mr. Farinas, you may continue  
25 with this witness.

1                   ATTORNEY FARINAS:

2                   Thank you, Your Honor.

3 DIRECT EXAMINATION

4 BY ATTORNEY FARINAS:

5 Q.   Ms. Crowley, did you investigate the formal  
6 complaint filed by Mr. Hasan, this billing complaint?

7 A.   Yes, I did.

8 Q.   Can you briefly tell us the overall result of your  
9 investigation?

10 A.   Yes. For my investigation, I had looked at the  
11 formal complaint, and there was a mention on it of a  
12 Raymond J. Moore. PGW did not have a Raymond J. Moore  
13 as a customer of record. We do have and did have as a  
14 customer of record a Raymond D. Moore, and we also had  
15 as a customer of record a Catherine Moore.

16 Q.   From what period of time did Mr. Raymond D. Moore  
17 have gas service at 6226 Limekiln Pike?

18 A.   Mr. Raymond Moore was a customer of record from  
19 9/6 of 1991 through to 7/24 of 1996. And then again,  
20 9/16 of '98 through to 2000.

21                   ATTORNEY FARINAS:

22                   Thank you. Your Honor, I'd like to have  
23 marked as PGW Exhibit One, a multiple page document,  
24 which is the statement of accounts for the account in  
25 the name of Raymond D. Moore at 6226 Limekiln Pike.

1                   JUDGE JONES:

2                   It shall be so marked.

3                   (PGW Exhibit One marked for  
4                   identification.)

5                   ATTORNEY FARINAS:

6                   Thank you, Your Honor.

7 BY ATTORNEY FARINAS:

8 Q.   Ms. Cromley, I'd like to ask you some questions  
9 about this document. Did you obtain this document?

10 A.   Yes, I did.

11 Q.   Can you tell me where the document comes from?

12 A.   This comes from PGW's computer system.

13 Q.   Would that be the billing, the PGW bill for which  
14 you receive payment from customers?

15 A.   Yes, it is.

16                   JUDGE JONES:

17                   Mr. Farinas and Ms. Cromley, please keep  
18 your voices up. We have competition.

19 BY ATTORNEY FARINAS:

20 Q.   Is this PGW's normal course of business to keep  
21 that billing in the computer system?

22 A.   Yes, it is.

23 Q.   I'd like to ask you some questions about the  
24 information contained in here. Each of the little  
25 entries are --- represent different information

1 regarding each customer's account; is that correct?

2 A. That is correct.

3 Q. Are these entries and information entered by PGW  
4 employees?

5 A. Yes, they are.

6 Q. Is it the PGW employee's job to input the bits of  
7 information into this document?

8 A. Yes, it is.

9 Q. And when they do input the bits of information  
10 into the document, do they do it at or near the time,  
11 the event described occurred?

12 A. Yes, they do.

13 Q. Could I ask you to outline this document so that  
14 we have an understanding of what we are looking at,  
15 what the document tells us, generally, and then if  
16 could ask you to comment on the usage at the service  
17 address by Mr. --- under the account of Raymond D.  
18 Moore?

19 A. Yes. This document gives transaction dates and  
20 types of transactions, the current amount, the total  
21 amount, any adjustments. It also gives the date of  
22 the bill. It gives a start date and an ending date.  
23 It also gives the type of code for the reading,  
24 whether it was an actual reading or an estimated  
25 reading. It also gives the end reading and then the

1 beginning reading. The current balance, usage, and it  
2 also gives the meter number.

3 On this particular document, if you follow down  
4 the second column, it will tell you if the customer  
5 made a payment, any type of transaction, if it was  
6 transferred, what the bill was, any late payment  
7 charges and a running account. If we look at this ---  
8 actually, this particular document, if we look, it  
9 starts with 1/1 of 1996. And you see the type of  
10 transaction is conversion. PGW did convert from an  
11 old computer system to a new computer system, and  
12 that's why you see that conversion date. You won't  
13 see it anywhere else in the document.

14 At that particular time back in '96, his --- Mr.  
15 Moore's current account balance at that time was  
16 \$2,747.86. That would have been transferred over into  
17 the new computer system. If we go down to the fourth  
18 segment, we'll look at 11/9 of 1998. There is a bill,  
19 the bill is in the amount of \$148.18. The time period  
20 for that bill was 9/16 of '98 to 11/9 of '98. It was  
21 an actual reading. The index on the meter was 4379  
22 and if you skip over, the usage was 164 Ccf of gas.

23 Q. Ms. Cromley, can you tell us how you know it was  
24 an actual reading?

25 A. Yes. The read code is an R, and the R indicates

1 that that is an AMR meter in the property, and the  
2 truck reads it.

3 Q. Can you tell us what an AMR is?

4 A. It's an automatic meter reading device. The  
5 reading is transmitted in electronically.

6 Q. I notice further down under the transaction date  
7 of 2/11/1999, is a bill for \$130 and some change.  
8 It's for the period of January 13th through February  
9 11th, 1999. The read code says Y. Can you explain  
10 what that means?

11 A. Yes. That is an estimate. For some particular  
12 reason, PGW didn't read it. It could have been  
13 weather conditions at that time. If the truck did not  
14 go past that particular street at that time, we will  
15 have an estimated reading.

16 Q. And --- so what does PGW do with that estimated  
17 reading to balance it out?

18 A. When the next reading comes in, it adjusts.

19 Q. And the next reading?

20 A. Okay. The actual reading, an estimated reading  
21 would have been in line with what the other readings  
22 were.

23 Q. So what was the estimated reading?

24 A. Okay. The estimated reading was 4802. When PGW  
25 got the reading the next month, 4670, which would have

1 adjusted that bill.

2 Q. I'm sorry. Can you tell us again, what's the  
3 reading?

4 A. 4670 or is it 4870?

5 Q. It looks like 4870.

6 A. I'm sorry. Okay. The 4870 --- I'm sorry, I was  
7 on the wrong line. Okay. So that would have adjusted  
8 the previous estimated read. And then the next two  
9 are actually ---.

10 Q. Can you comment on the payment patterns of Mr.  
11 Raymond D. Moore while he was at the Limekiln  
12 property?

13 A. Yes. I don't have the payment history for the  
14 early '90s. It started with 1998. There is a payment  
15 at the top of this document from 9/14 of '98 of \$385.  
16 And that is the only payment up until the time that  
17 the gas was shut off. There are no further payments.

18 Q. When was the gas shut off?

19 A. The gas was actually shut off --- in 2000, PGW  
20 actually shut if off at the curb. This record, if you  
21 would indulge me, Your Honor, and go to page three of  
22 the document, you will follow down at the dates and  
23 you will see where it ends and there's no further  
24 transactions there. In October, PGW picked up a  
25 listing of what's called no usage listing, which

1 indicated that something was going on with the  
2 property, we did try to get in and got no response.  
3 So we did shut it off at the curb, but apparently the  
4 property ended up vacant at that point in time.

5       The next couple pages of the document show that  
6 PGW cancelled out the billing. And we billed it,  
7 actually, back to 7/19 of '99. If we look at page  
8 three again, there's an index. If you look at the  
9 index column for an end read of 5003. If we go back  
10 to page one of the document and follow down the column  
11 until you see 7/15 of 1999, and follow over 5/14 of  
12 '99 to 7/15 of '99, that was when we actually  
13 finalized it. And the bill at that time was  
14 \$4,646.14. If you were to continue following this  
15 document, you will see that index of 5003 all through  
16 these pages, which meant that we were getting no  
17 readings, that the meter stopped. And if you follow  
18 on to the last page of this document, which is page  
19 five of five, PGW had actually cancelled out all the  
20 bills, and the final bill, which actually went into  
21 write-off 8/28 of 2002, was in the amount of  
22 \$5,123.64.

23 Q. Ms. Cromley, can I direct your attention to the  
24 next two pages of PGW Exhibit One? Can you tell us  
25 where this information comes from?

1 A. Yes. This is from FGW's computer system. The  
2 first page is what's called an application. This  
3 particular application, if you look down the left  
4 column, two lines from the bottom, you'll see an  
5 application date of 8/13 of 1991, and a payroll  
6 number, that's the person who took this application at  
7 that time. And this application was taken for a Mr.  
8 Raymond D. Moore, and the effective lease or deed  
9 date, which Mr. Moore would have either told or  
10 submitted, was 8/10 of 1991. That's one application.  
11 The second page is another application for Mr. Raymond  
12 D. Moore.

13 Also, Your Honor, I'd like to point out that Mr.  
14 Moore's Social Security number is on this application,  
15 which states that he did give information to a PGW  
16 representative. The second page is another  
17 application. If you look down the left-hand column,  
18 there is an application 9/12 of 1998. On this  
19 particular application, it does show a landlord name,  
20 and that would be in your left-hand column as you come  
21 down, three lines, and it says a Ms. Moore, and to the  
22 right of that, it does say collects rent.

23 Q. Ms. Cromley, can I ask you to comment generally on  
24 the accuracy of the bills that were rendered on this  
25 property for this time period?

1 A. PGW feels that the bills are correctly accounted. \_

2 Q. Okay. At the time while the billing was going on,  
3 did PGW ever see any complaints or disputes regarding  
4 the accuracy of the bill from anyone.

5 A. No, we did not.

6 Q. At this time I'd like to --- since I previously  
7 distributed it, I'd like to turn everyone's attention  
8 to the document which I have marked as PGW Exhibit  
9 Three.

10 JUDGE JONES:

11 Very well. You may proceed, Mr. Farinas.

12 ATTORNEY FARINAS:

13 Thank you, Your Honor.

14 BY ATTORNEY FARINAS:

15 Q. Ms. Cromley, do you have that document in front of  
16 you?

17 A. Yes, I do.

18 Q. Can you, again, identify this document to us and  
19 what it reflects?

20 A. This document is from PGW's computer system.

21 Q. Would your testimony be the same if I asked you  
22 questions concerning the rate information contained in  
23 this document as with Exhibit One?

24 A. Yes, it will.

25 Q. can you tell us who this data request report, this

1 is for ---?

2 A. Yes. This is for a Catherine Moore, 6226 Limekiln  
3 Pike.

4 Q. What time period does it cover?

5 A. Okay. This is from 7/24 of 1996 to 9/16 of 1998.

6 Q. Again, can you comment on the usage pattern and on  
7 the general accuracy of the accounting for gas usage  
8 at this property?

9 A. Yes. This is the same type of service with  
10 different dates. The meter number --- that we  
11 obtained actual readings, actual AMR readings all the  
12 way through, up until she was finalized in '98. A  
13 listing of the payments is also --- PGW did receive a  
14 number of payments while Catherine Moore was a  
15 customer. The left-hand column shows those payments.  
16 Actually, I did count up that Ms. Moore made eight  
17 payments while she was a customer of PGW.

18 Q. I see there's several transactions in there that  
19 begin with the letters CRP. Can you tell us what was  
20 going on with the account at that time?

21 A. Yes. Ms. Catherine Moore would have been on a  
22 special agreement called the customer responsibility  
23 program agreement. With this particular agreement,  
24 customers do receive some type of credit towards their  
25 bill, provided they keep up the with agreement for a

1 certain amount of time.

2 Q. Really quickly, can you tell us the criteria for  
3 being on the CRP agreement?

4 A. Yes. Catherine's income would have to have been  
5 150 percent the poverty level to be able to enter into  
6 the CRP agreement.

7 Q. Would she have paid her gas bill, the full usage  
8 of her gas bill each month?

9 A. No. She would have been forgiven for some of her  
10 usage.

11 Q. And when the bill was finalized, was she charged  
12 with just that which she did not pay under the CRP  
13 agreement, or was she charged for the total amount of  
14 gas used of which for she did not pay as if she was  
15 not on the --- did not have the CRP agreement?

16 A. Okay. She was charged for the balance of the gas  
17 at the time, which was in the amount of \$1,362.71.  
18 This particular agreement, she did receive some  
19 forgiveness on.

20 Q. Mr. Cromley, I'd ask you to turn to the third page  
21 of PGW Exhibit Three.

22 A. Yes. The third page of PGW Exhibit Three is the  
23 application of Catherine Moore. At the time that  
24 Catherine Moore applied, she did have a landlord, name  
25 listed as a Julia Scott and she also did give an

1 address. If you follow down the left-hand column,  
2 three sentences from the bottom, her application date  
3 is 7/22 of 1996.

4 Q. I see in the left --- in the right-hand corner at  
5 the bottom, in the space of effective lease date.

6 A. Uh-huh (yes).

7 Q. Isn't that the same ---?

8 A. I believe if Catherine were asked to show  
9 something, it would have been the same paperwork that  
10 Mr. Raymond Moore would have shown on 2/1 of '91. So  
11 whether Raymond and Catherine had a lease or a deed at  
12 that particular time, I can't really say. But they  
13 did obtain the date. Catherine may have said she was  
14 a wife to Mr. Raymond Moore, and got the gas under the  
15 pretext, but I do believe she would have had something  
16 like that.

17 Q. Can I ask you to comment generally upon the  
18 accuracy of the bills with respect to gas usage and  
19 did you find that these bills are correct?

20 A. Yes. I did find that these bills are correct.  
21 The readings indicate low usage in the summer months,  
22 higher usage in the winter months, and in succession,  
23 I don't see that any bill looks out of line or there's  
24 anything .

25 Q. I'm asking, did you hear the testimony of Mr.

1 Hasan earlier concerning --- and his description of  
2 the house? Did you hear that earlier?

3 A. Yes, I did.

4 Q. Can you --- if a house is not well kept, the  
5 windows are old, Where there is individual or at  
6 least several break-ins of back doors, tell us about  
7 the energy efficiency of such a kind of house?

8 A. Yes. It would have been my knowledge the winter  
9 bills would be higher, because there's no conservation  
10 methods being practiced. If you have old windows,  
11 doors that are open, it would run the gas bills up in  
12 the winter.

13 Q. Could the situation exist where if the condition  
14 of the property were such that there was energy being  
15 consumed but still feeling cold on the property?

16 A. Yes, that is possible. It depends on what they  
17 have the thermostat at, and if the house was not  
18 insulated well, there could be some drafts.

19 ATTORNEY FARINAS:

20 Thank you, Your Honor. Finally, Your  
21 Honor, I'd like to distribute one final document which  
22 I think I did have you --- it is marked as PGW Exhibit  
23 Six. I had decided not to introduce PGW Exhibits Two  
24 and Four. It is a one-page document. It is the  
25 electronic representation of the Bureau of Consumer

1 Service decision to admit Mr. Hasan's informal  
2 complaint.

3 (PGW Exhibit Six marked for  
4 identification.)

5 BY ATTORNEY FARINAS:

6 Q. Ms. Cromley, do you have that document in front of  
7 you?

8 A. Yes, I do.

9 Q. Could you briefly summarize the decision of the  
10 Bureau of Consumer Services in this matter?

11 A. Yes. Mr. Moore had filed an informal complaint to  
12 the Public Utility Commission. After their  
13 investigation, the Bureau of Consumer Services did  
14 state that their case was closed with no decision  
15 rendered. They state they had no jurisdiction, the  
16 dispute involves a bill that was finalized more than  
17 four years ago and that they had sent a closing letter  
18 to the customer.

19 ATTORNEY FARINAS:

20 All right. No further questions at this  
21 time. My witness is available for Cross Examination.

22 JUDGE JONES:

23 Very well. Do you wish to admit your  
24 exhibits into the record?

25 ATTORNEY FARINAS:

1 Yes, Your Honor. I move that PGW  
2 Exhibits One, Three and Six be admitted.

3 JUDGE JONES:

4 Is there an objection to the admission of  
5 Exhibits --- PGW Exhibits One, Three and Six?

6 ATTORNEY SHARPE:

7 No objection.

8 JUDGE JONES:

9 Very well. They are admitted. Mr.  
10 Sharpe, your Cross, sir?

11 CROSS EXAMINATION

12 BY ATTORNEY SHARPE:

13 Q. Ms. Cromley, a couple questions as to Exhibits One  
14 and Three, and your initial testimony was that you  
15 have no records for activity on that account prior to  
16 1996; is that correct?

17 A. No. PGW converted a new computer system.

18 Q. Right.

19 A. And our new computer system starts here with 1998.  
20 We do have records in the old system of billing. I  
21 did not bring that, so --- I mean, if you would like  
22 that to be submitted, I'm sure we can comply with that  
23 wish. There are maybe two --- maybe I can get you two  
24 pages showing what the bills were in succession for  
25 two years. That would probably be all I could get

1 you.

2 Q. Okay. So in terms of the issues of conversion,  
3 and the amount starting on Exhibit One of \$2,747.86,  
4 you currently have no records in regards to that  
5 billing for the \$2,747.86; is that correct?

6 A. That I told the Court, I didn't bring any records  
7 pertaining to that report.

8 Q. Okay. That's what I was referring to when I said  
9 prior to 1996, you had no records in terms of that  
10 billing in regards to a conversion. Now, on Exhibit  
11 Three, there's also the notation for a conversion  
12 which indicates an amount of \$1,758.33. You have no  
13 records in regard to that billing amount either; is  
14 that correct?

15 A. Not with me.

16 Q. Okay. So those two amounts, you have no records  
17 in regard to conversion amounts. You made a statement  
18 in regards to Exhibit One that there was one payment  
19 of approximately \$328-some made on that account?

20 A. \$385.

21 Q. \$385?

22 A. It's actually listed right here on that exhibit,  
23 second notation, if you look at 9/14 of 1998, you see  
24 ---

25 Q. Okay.

1 A. --- the notation that's PAY, that's a payment ---

2 Q. Okay.

3 A. --- for \$385.

4 Q. Now, that was in 1998. There were no other  
5 payments on the account at all?

6 A. Previous to 1998?

7 Q. After that date.

8 A. No, no other payments after that date.

9 Q. And you were --- well, not you, but PGW allowed  
10 service to continue for three years after that with no  
11 payments?

12 A. That is correct.

13 Q. Isn't that a little unusual, wouldn't you say?

14 A. PGW does go out and do visits, but I can't really  
15 answer for why the account was not shut off. It's  
16 back in 1998. I didn't bring any records as to when  
17 we visited or what we did at the property, if that's  
18 what you're talking about.

19 Q. Would you say that enforcement or collection has  
20 been a problem with PGW?

21 ATTORNEY FARINAS:

22 Your Honor, I object. Again, as you have  
23 reminded us all that this matter is about the accuracy  
24 of the documents. Ms. Cromley said if she knew she  
25 would bring whatever information she could about

1 collection activity. That is not relevant. Whatever  
2 collection activity or policies PGW had or did or  
3 didn't take is not relevant.

4 JUDGE JONES:

5 Mr. Sharpe?

6 ATTORNEY SHARPE:

7 Your Honor, I just think that if --- I  
8 think it's relevant because if at the commencement of  
9 this account, \$385 is paid, but then three years  
10 hence, there's no payments made, I mean, it just goes  
11 to our argument made prior, thereto in terms of the  
12 activity on the account, Mr. Moore's brother's (sic)  
13 irresponsibility. But at the same time, PGW's  
14 activity in enforcement on the account, I think is  
15 relevant.

16 JUDGE JONES:

17 As far as relevancy, the breadth of the  
18 relevancy is very broad. However, I am very much  
19 concerned that you are going far afield of the issue  
20 in this case. I will allow this question, but please  
21 do not pursue this line of questioning any further, as  
22 far as enforcement by PGW. Do you want the witness to  
23 respond to your question, sir?

24 ATTORNEY SHARPE:

25 No, I don't. No, I don't.

1 BY ATTORNEY SHARPE:

2 Q. You made a statement about the codes on these  
3 aging reports where there was an issue of no reading  
4 and the meter was stopped on Exhibit One?

5 A. Yes.

6 Q. Can you clarify that for me and what that really  
7 means?

8 A. Okay. PGW, in 1991 received a listing showing  
9 what accounts were not showing usage. So in order to  
10 see why ---.

11 JUDGE JONES:

12 In 1991, Ms. Cromley?

13 A. 1901. I'm sorry, Your Honor.

14 JUDGE JONES:

15 1901, Ms. Cromley?

16 A. Wait. October of 2001.

17 JUDGE JONES:

18 Thank you.

19 A. In October of 2001, a listing was generated and  
20 PGW went out to this property, tried to get in, could  
21 not get in. When we finally got in, I believe it was  
22 2003 when another customer had applied for service.  
23 PGW had the index on the meter of 5003. If you look  
24 at these documents, if you look at page three of this  
25 document and follow it backwards, you'll see that

1 index of 5003, which indicates that the ERT device  
2 that was on the meter did not move at all.

3 BY ATTORNEY SHARPE:

4 Q. Which means that there was no service at the  
5 location during that period of time?

6 A. Right. No one was using gas.

7 Q. Okay. On page --- on the last page of this  
8 exhibit, where you discussed the application, the  
9 application information?

10 A. Yes.

11 Q. You said that it was stated that there was a  
12 landlord's name of a Ms. Moore. I'm looking at the  
13 notation, landlord name, Ms. Moore. And the address  
14 says collects rent or something like that. What does  
15 that mean?

16 A. Okay. What it means is this person that applied  
17 for gas, this Mr. Raymond Moore, would have been asked  
18 the address for the landlord. Apparently, Mr. Moore  
19 didn't have the address. So he would have said that  
20 the landlord collects the rent. And it would have  
21 been something that the district office would have  
22 asked him at the time.

23 Q. Now, when you ---?

24 A. Maybe he said Ms. Moore lives there. She lives  
25 there and she collects the rent, I can't really answer

1 what occurred at this particular time when he made his  
2 application.

3 Q. But in the same sense, maybe there's no lease. It  
4 says lease date on that notation of 9/12/98?

5 A. Uh-huh (yes).

6 Q. Now, when you were speaking in regards to Exhibit  
7 Three, you said that the lease would have been the  
8 same lease that was relied on by Catherine Moore, but  
9 the effective lease/deed dated 2/1/91.

10 A. Right. And if you look at the first application  
11 for Raymond Moore, you see the same thing. You see an  
12 effective lease, a due date, 8/10 of '91.

13 Q. Well, maybe I'm looking at the wrong thing.

14 A. PGW Exhibit One, there were two applications.

15 Q. Okay. One says 8/10 of '91, again, back to this  
16 1991 that you don't have records for. And the other  
17 says 2/1 of '91. And then another says 9/12 of '98.

18 A. Right.

19 Q. So with this being the two, how did you determine  
20 that it would have been possibly the same agreement  
21 that --- related to Exhibit Three?

22 ATTORNEY FARINAS:

23 Again, we're beyond the question of ---  
24 we're moving away from the accuracy question and going  
25 to the relationship question ---.

1                   JUDGE JONES:

2                   Understood, Mr. Farinas, but however,  
3 they are your exhibits and the witness --- Counsel is  
4 examining the veracity of the exhibits.

5 A.    Okay.  What I'd like to say about those particular  
6 dates, that would have been the information that these  
7 applicants would have submitted at the time.  I don't  
8 have copies of whether they submitted a lease or deed  
9 at that particular time, but these are the dates that  
10 this particular representative would have put down.  I  
11 believe when I testified before for Catherine Moore on  
12 her application and I did say her effective date of  
13 lease or deed was '91, I was relating that to  
14 Raymond's.  Actually, Raymond had a similar date, 8/10  
15 of 1991.  But what Catherine Moore took into the  
16 office at that particular time, I can't testify to.  I  
17 don't have a copy of that particular paperwork.

18 Q.   Okay.  The application information on Exhibit One,  
19 does that mean that there were two different  
20 applications?

21 A.    For Raymond, yes.

22 Q.    For Raymond?

23 A.    Yes.  Raymond was actually shut off in 1996,  
24 actually 7/24 of 1996, Raymond would have been shut  
25 off for nonpayment.  That same day, Catherine came in

1 and applied, and Catherine got the gas in.

2 Q. Okay.

3 A. Catherine had the gas shut off in 1998, and on  
4 9/16 of 1998, your second application is for Raymond  
5 again.

6 Q. Okay. So these two applications were not at the  
7 same time. One was the initial application back for  
8 1991, and the other would have been for when the  
9 service was terminated and Catherine came back in and  
10 then Raymond got it back in 1998? Two different  
11 application periods?

12 A. Yes.

13 Q. Okay. That clarifies that for me. Is there any  
14 record of the payments that were made by Raymond, if  
15 any, after the second time he came into an account  
16 with PGW?

17 A. The last payment from --- the last record that we  
18 have of any payment from Raymond would be 9/14 of  
19 1998.

20 Q. Okay. So for when the --- so we just don't have  
21 any records about the prior period of whatever the  
22 time was that relates to the \$2,747. We just don't  
23 have them at all?

24 A. Not with me.

25 Q. With us?

1 A. Not with me.

2 Q. Okay. Now, when you said on 8/28 of 2002, that  
3 PGW wrote off the debt, you mean just from an  
4 accounting standpoint? It was written off as a bad  
5 debt in a sense from an accounting standpoint?

6 A. Yes.

7 Q. Okay. Does either of these reports reflect any  
8 time where there may have been repairs to the service  
9 or other activity on the account for, you know, any  
10 problems or during any interruptions and start ups of  
11 service? Is any of that reflected in the codes on the  
12 left-hand column?

13 A. No.

14 Q. Okay. So just really --- this is just really  
15 payments, bills and billing? Just continual billings  
16 and just the payments. And the CRP is ---

17 A. That's the agreement.

18 Q. --- the agreement that was with Catherine?

19 A. Right.

20 Q. Okay. Is it in your duty while employed to  
21 understand that if there was a significant account on  
22 the record, why PGW would then allow additional  
23 service when there is still an outstanding significant  
24 account? Do you --- is that ---?

25

ATTORNEY FARINAS:

1           Your Honor, I object. That's the same  
2 question, different form, as asked before. It does  
3 not go to accuracy, it goes to PGW's policies back in  
4 the 1990s.

5                   JUDGE JONES:

6           Mr. Sharpe, let me make sure I understand  
7 the question. When you say significant account,  
8 you're referring to a balance due?

9                   ATTORNEY SHARPE:

10          Yes. Because these accounts are showing  
11 ---.

12                   JUDGE JONES:

13          Okay. That's all I wanted to know. The  
14 question was asked before. However, it was --- this  
15 question is posing a little different stance so I'm  
16 allowing the question. Ms. Cromley, do you need the  
17 question repeated?

18 A. Yes.

19                   JUDGE JONES:

20          Go ahead, Mr. Sharpe.

21 BY ATTORNEY SHARPE:

22 Q. Ms. Cromley, is it your understanding in the  
23 nature of your employment why or if PGW would allow  
24 continued service if there was an outstanding debt ---  
25 significant outstanding debt already on the account?

1 Is that something that you know about?

2 A. I would have to say there could be a number of  
3 factors, but I don't have any kind of records to say  
4 what occurred when PGW did do selection activity at  
5 that particular time. In the normal process of  
6 business, you would send collection letters, we would  
7 visit the property. Per se, we could have visited and  
8 somebody could have answered the door, maybe it was a  
9 child, maybe somebody did answer the door at that  
10 particular time. While the bill was accruing, PGW may  
11 not have shut it off if some of them are at the  
12 property, but they would have advised the customer how  
13 then to make application or a make a payment. That's  
14 what we do in the normal course of business. But as  
15 to why they didn't shut it off and let the bill  
16 accrue, I can't answer that.

17 ATTORNEY SHARPE:

18 Okay. Thank you. No other questions at  
19 this time. Thank you.

20 ATTORNEY FARINAS:

21 Can I Redirect on this?

22 JUDGE JONES:

23 Actually, I have a question, Mr. Farinas.  
24 In reference to PGW Exhibit Number One from the  
25 collection amount was \$5,123.54; is that correct?

1 A. That is correct, Your Honor.

2 JUDGE JONES:

3 Okay. And on page three of five, I  
4 believe --- yes. On page three of --- page one of  
5 five, you drew our attention to end read code 5003.  
6 And that corresponds to a transaction date of 7/15/99;  
7 is that correct?

8 A. Yes. That is correct, Your Honor.

9 JUDGE JONES:

10 Okay. And at that time, the current  
11 balance was \$4,648.14; is that correct?

12 A. Okay. What you're looking at there, Your Honor,  
13 is actually the final bill, PGW would finalize the  
14 account ---.

15 JUDGE JONES:

16 Wait a minute, you're assuming something.  
17 You're assuming that I'm comparing the current balance  
18 corresponding to 7/15/1999 with the final payment due  
19 of --- corresponding to 8/28/2002; is that correct?

20 A. With late payment charges added.

21 JUDGE JONES:

22 You're assuming that I'm doing that;  
23 correct?

24 A. Yes.

25 JUDGE JONES:

1                   Okay. All right. I hadn't established  
2 that I was doing that, but that's where I was going.  
3 So get your explanation, Ms. Cromley.

4 A. Okay. Why this is confusing is because PGW  
5 continued to bill for the next two years.

6                   JUDGE JONES:

7                   And I believe your testimony was then  
8 they extended a discount or a credit, because there  
9 was no service?

10 A. No on him, Your Honor. There was a credit --- are  
11 you talking with ---?

12                   JUDGE JONES:

13                   No. I'm talking about because there was  
14 no service, the end read stayed at 5003?

15 A. Right. They did take --- like, there would have  
16 been service charges for those particular bills at  
17 that time, yes.

18                   JUDGE JONES:

19                   Okay. So I'm interested in your  
20 testimony as to why these figures do not coincide.

21 A. Okay. Well, on this particular billing history  
22 here, when they redid the bill, Your Honor, it doesn't  
23 go in sequence, it doesn't go like --- it isn't line  
24 by line by line. It backtracks from the last page  
25 forward. Does that answer your question?

1                   JUDGE JONES:

2                   No.

3 A.    No.   Okay.

4                   JUDGE JONES:

5                   Okay.  Let me go at it this way.  There  
6 is a difference between the last record of service,  
7 which was 7/15/1999, of a balance and the final  
8 payment or final due balance.  That difference is  
9 about \$500.  I'm interested in what that \$500 is.  
10 What does that \$500 represent?  Does it represent ---?

11 A.    Late payment charges.

12                   JUDGE JONES:

13                   It represents late payments.  So from  
14 July 15th, 1999 through August 28th, 2002, did PGW  
15 continue to charge the account late payments?

16 A.    They continued to charge late payment charges,  
17 yes.

18                   JUDGE JONES:

19                   Okay.  All right.  Mr. Farinas?

20                   ATTORNEY FARINAS:

21                   Thank you, Your Honor.

22 REDIRECT EXAMINATION

23 BY ATTORNEY FARINAS:

24 Q.    I'd like to revisit the collection question.  Can  
25 you tell me what a winter moratorium is?

1 A. Yes. That there is a certain period of time where  
2 PGW did not shut off the gas of the property. That  
3 would be from October through to April.

4 Q. I don't believe we covered this before. How long  
5 have you worked for PGW?

6 A. Twenty-four (24) years.

7 Q. Back in the period that we're discussing, back in  
8 the late 1990s, was the winter moratorium absolutely  
9 met, could the gas be shut off?

10 A. No.

11 Q. What was the criteria for on-winter periods for  
12 whether or not the gas could be shut off? Do you  
13 recall that, during that period?

14 A. For non-winter periods, yes. PGW would shut off  
15 the non-paid. However, if they would knock, if  
16 somebody was at the property, they would give them the  
17 opportunity to come in.

18 Q. And coming in, what would the customer have to do?

19 A. They would have to make a payment, come in and  
20 make application if they weren't the original  
21 customer, and make a payment on the bill.

22 Q. And would they have to make a payment arrangement?

23 A. Yes.

24 Q. And was there a practice of customers making  
25 payment arrangements and then keeping them until the

1 winter?

2 A. Yes.

3 Q. Can you comment on how that might affect the  
4 situation?

5 A. Yes. If they had some kind of payment arrangement  
6 and the payment arrangement broke right around  
7 October, they knew that they would be safe for the  
8 winter and that the gas would stay on, because we  
9 wouldn't shut it off, payment arrangement or not.

10 Q. So under that scenario, could customers keep their  
11 gas on this way for many months at a time?

12 A. Yes, they do.

13 ATTORNEY FARINAS:

14 No further questions.

15 JUDGE JONES:

16 Very well. Mr. Sharpe?

17 RECROSS EXAMINATION

18 BY ATTORNEY SHARPE:

19 Q. In regards to that, could they keep the gas  
20 service on for three years without making any  
21 payments?

22 A. They have.

23 Q. That's not unusual that they --- in this case,  
24 under Exhibit One, that this gas service was kept on  
25 for three years on the basis of one payment? Excuse

1 me, Ms. Cromley, could you please respond ---?

2 A. You're asking me if it's unusual? Is that your  
3 question, if it's unusual? I've seen accounts where  
4 the gas was left on.

5 Q. For three years?

6 A. Uh-huh (yes).

7 Q. You just continue to bill and bill and bill.

8 A. In this particular case, there was no usage. But  
9 billed for three years, yes.

10 JUDGE JONES:

11 Mr. Sharpe, do you have any further  
12 questions?

13 ATTORNEY SHARPE:

14 No.

15 JUDGE JONES:

16 Mr. Farinas?

17 ATTORNEY FARINAS:

18 No.

19 JUDGE JONES:

20 Thank you, Ms. Cromley, you are excused.

21 A. Thank you, Your Honor.

22 JUDGE JONES:

23 Mr. Farinas, do you have any further  
24 presentation today?

25 ATTORNEY FARINAS:

1 Your Honor, the Respondent rests.

2 JUDGE JONES:

3 Very well. We have come to the end of  
4 this proceeding. I continue to emphasize to you that  
5 this a billing dispute for service to 6226 Limekiln  
6 Pike. That being said, I stated earlier before we  
7 went into actual presentation of the case, that the  
8 parties would be provided an opportunity to address  
9 the timing issue as well as the municipal lien issue  
10 in writing. At this time, I am interested in hearing  
11 the timelines that the parties would suggest, that  
12 they could get their written presentations to me. I  
13 do note that Mr. Sharpe has the burden of proof here  
14 on this. So we are going off the record, and allowing  
15 the parties to discuss when they think they could get  
16 their presentations to me.

17 OFF RECORD DISCUSSION

18 JUDGE JONES:

19 The parties have decided to  
20 simultaneously file main briefs. Main briefs would be  
21 due on August 15th, 2006, on or before August 15th,  
22 2006 by 4:30. I will accept electronic filing. If  
23 the parties wish to do electronic filing on each  
24 other, there must be an agreement of the parties that  
25 they're sending it and to accept electronic filing.

1           The parties have agreed to, at their  
2 discretion, file responsive briefs, reply briefs. The  
3 date due for the reply briefs will be on or before  
4 August 25th, 2006. Both dates, the 15th and 25th  
5 acknowledge close of business, at 4:30. If briefs are  
6 not received by then, they are not to be addressed.

7           If a party should elect not to file a  
8 reply brief, I wish to receive a letter on or before  
9 the 25th of August stating that that party does not  
10 desire to respond to the main brief. And that letter  
11 will be due prior to the 25th, August 25th. Are there  
12 any questions?

13           Okay. We have reached an end of this  
14 dispute. I wish to thank Mr. Farinas, and Mr. Hasan,  
15 please accept my apologies, sir. We have been here a  
16 very lengthy amount of time. It was not my  
17 expectation to be at this, this long. So please  
18 accept my apologies for indulging us. The expectation  
19 is that once I receive either letters stating that the  
20 parties prefer not to file reply briefs or the reply  
21 briefs, the record will be closed. The record is  
22 closed, however, to any further exhibits or testimony.  
23 The record is remaining open only to receiving the  
24 briefing.

25           Once I receive the briefs, I do have 90

1 days to provide a written decision. The decision will  
2 be mailed to the parties with a cover letter. The  
3 cover will address the procedure as to what you should  
4 do, if you should dislike my decision. The procedure  
5 usually is to provide a written response stating what  
6 you do not like in the decision within 20 days, and it  
7 will provide you with a date that you can calculate  
8 the 20 days from. The other party would then be given  
9 a chance to respond to your dislike of the decision.  
10 Your dislike of the decision in written form is termed  
11 an exception. And the other party will be given a  
12 chance to reply to your exception, usually within 10  
13 days. From there, the Commission considers the  
14 record, my decision and the exceptions and makes a  
15 final decision through the Commission. Are there any  
16 questions from either party as far as what I have  
17 outlined for the procedure of ---?

18 ATTORNEY FARINAS:

19 Your Honor, electronic filing to yourself  
20 accomplished by email?

21 JUDGE JONES:

22 I will be providing a procedural order  
23 probably next week, which will define in writing the  
24 procedure that I have stated for the briefing as well  
25 as my email, your email and Mr. Sharpe's email. I

1 must emphasize, however, according to the regulations  
2 of the Commission, you must have agreement with the  
3 party that you're planning to serve electronically  
4 before you serve them electronically. If you do not  
5 have that agreement, that party is not obligated to  
6 accepted service electronically. I do ask, however,  
7 to provide, if you choose to serve me electronically,  
8 you must follow it by a hard-copy through first-class  
9 mail. Are there any other questions? Thank you,  
10 gentleman. We are adjourned.

11 \* \* \* \* \*

12 HEARING CONCLUDED AT 1:37 P.M.

13 \* \* \* \* \*

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C E R T I F I C A T E

I hereby certify, as the  
stenographic reporter, that the foregoing  
proceedings were taken stenographically by  
me, and thereafter reduced to typewriting  
by me or under my direction; and that this  
transcript is a true and accurate record  
to the best of my ability.

    Daniel B. Will      
Court Reporter

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JUL 17 2006  
PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

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**This Indenture** Made the 17<sup>TH</sup> day of

February in the year of our Lord one thousand nine hundred and ninety (1990)

**Between** RAYMOND MOORE and CAROLYN MOORE

(hereinafter called the Grantor s), of the one part, and  
JULIA SCOTT and CAROLYN MOORE

(hereinafter called the Grantees ), of the other part,

**Witnesseth** That the said Grantors

ONE (\$1.00) DOLLAR

for and in consideration of the sum of  
lawful

money of the United States of America, unto them well and truly paid by the said Grantees, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, have granted, bargained and sold, released and confirmed, and by these presents do grant, bargain and sell, release and confirm unto the said Grantees, their heirs and assigns, (As Joint tenants with the right of survivorship and not as tenants in common.)

ALL THAT CERTAIN lot or piece of ground with the messuage or tenement thereon erected,

SITUATE on the Southwesterly side of Limekiln Turnpike at the distance of 229 feet Northwestwardly from the Northerly side of Godfrey Avenue in the 17th Ward of the City of Philadelphia.

CONTAINING in front or breadth on the said Limekiln Turnpike 15 feet and extending of that width in length or depth Southwestwardly between parallel lines at right angles to the said Limekiln Turnpike 90 feet to a certain 3 feet wide alley extending Northwestwardly into 20th Street and Southeastwardly into Godfrey Avenue.

TOGETHER with the free and common use, right, liberty and privilege of the said alley as and for a passageway and watercourses at all times hereafter, forever

BEING No. 6226 Limekiln Turnpike.

BEING the same premises which Anthony DeRita by Deed dated May 18, 1989 and recorded at Philadelphia in Deed Book F.H.S. 1356 Page 551 et. seq., granted and conveyed unto Raymond Moore and Carolyn Moore, in fee.

DOCUMENT  
FOLDER

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JUL 17 2006

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SECRETARY'S BUREAU

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EXHIBIT  
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**Together** with all and singular the buildings improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of

the said grantors, as well at law as in equity, of, in, and to the same.

**To have and to hold** the said lot or piece of ground described with the buildings and improvements thereon erected, the hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantees, their heirs and assigns, to and for the only proper use and behoof of the said Grantees, their heirs and assigns forever. (As Joint tenants with the right of survivorship and not as tenants in common.)

**And** the said Grantors, for themselves, their heirs, executors and administrators do covenant, promise and agree, to and with the said Grantees, their heirs and assigns, by these presents, that they the said Grantors and heirs, all and singular the hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the said Grantees, their heirs and assigns, against them, the said Grantors and their heirs, and against all and every person and persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under him, her, them or any of them, shall and will

WARRANT and forever DEFEND.

**In Witness Whereof**, the parties of the first part to these present have hereunto set their hands and seals. Dated the day and year first above written.

Scaled and Delivered  
IN THE PRESENCE OF US:

David L. Brown

Raymond J. Moore  
RAYMOND MOORE



Carolyn Moore  
CAROLYN MOORE



FORM OF CERTIFICATION TO BE FILED  
AS REQUIRED BY CITY OF PHILADELPHIA D 1570 283  
REAL ESTATE TRANSFER TAX ORDINANCE

CAROLYN MOORE (Name) certifies that he is connected with  
the transaction entered into between RAYMOND MOORE & CAROLYN MOORE  
(Address of grantor) and JULIA SCOTT & CAROLYN MOORE  
(Address of grantee) with regard to which this certificate is given in the capacity of  
GRANTOR and that the true, full and complete consideration of such  
transaction, including liens and other encumbrances, is ONE Dollars.  
(\$ 1.00 ).

The highest assessed value of said real estate for local tax purposes is SIX THOUSAND  
FOUR HUNDRED Dollars (\$ 6,400.00 ).

The fair value of the property is TWENTY THOUSAND Dollars (\$ 20,000.00 ).

If the above transaction is not taxable in whole or in part, give detailed explanation in this space.

This transaction is exempt since it is a transfer of  
Raymond Moore's half interest to his mother Julia Scott.

I hereby certify that the statements contained herein are true and correct to the best of my knowledge  
and belief. I understand that if I knowingly make any false statement herein I am subject to such penalties as may  
be prescribed by law or ordinance.

Carolyn Moore  
(Signature)

On this, the 17<sup>th</sup> day of FEBRUARY, 1970, before me, a Notary Public for the Commonwealth of Pennsylvania, residing in the City and County of Philadelphia, the undersigned Officer,

personally appeared *Raymond Moore and Carolyn Moore*

known to me (satisfactorily proven) to be the person whose names is (are) subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained

I hereunto set my hand and official seal.

*Jean Rahn*

Notary Public

**DEED**

RAYMOND MOORE and  
CAROLYN MOORE

TO

JULIA SCOTT and  
CAROLYN MOORE

Premises: 6226 Limetkiln Pike  
Philadelphia, PA 19147

552-5 John C. Clark Co., Phila 1938

The address of the above-named Grantee  
is 6226 Limetkiln Pike  
Philadelphia, PA 19147  
On behalf of the Grantee

Commonwealth of Pennsylvania  
County of Philadelphia

} SS.

On this, the Nineteenth (19th) day of November, 1997, before me

the undersigned Officer, personally appeared who acknowledged himself to be the \_\_\_\_\_ of \_\_\_\_\_, a corporation, and that he as such being authorized to do so executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself (herself) as  
In Witness Whereof, I hereunto set my hand and official seal.

**PAUC**

JULIA SCOTT Parentis

to

ROBERT LOUIS MOORE a/k/a HANEEF HASAN

Premises: 6226 Limekiln Turnpike

John C. Clark Company, Philadelphia 664/S

MELVIN T. SHARPE, JR., ESQUIRE  
2901 West Lehigh Avenue, 2nd Floor  
Philadelphia, PA 19132  
(215) 228-8823

DOCUMENT  
FOLDER

RECEIVED

JUL 17 2006

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

The address of the above-named Grantee

6226 Limekiln Turnpike  
Philadelphia, PA 19141  
On behalf of the Grantee.

EXHIBIT  
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Miss J. Dickson  
COMMISSIONER OF RECORDS

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98 FEB 23 AM 9:52

DOCUMENT RECORD

# Deeds & Mortgages

Quitclaim Deed No. 66475

Printed for and Sold by John Clark, 1326 Walnut St. Phila.

Nineteenth (19th) day of NOVEMBER in the year of our

Lord one thousand nine hundred NINETY-SEVEN (1997)

**THE PARTIES** JULIA SCOTT, Parent

AND ROBERT LOUIS MOORE s/r/a HANSEEF HASAN

**Witnesseth**, That the said party sum of ONE U.S. DOLLAR CASH (\$1.00)

lawful money of the United States of America, to her well and truly paid by the

of the second party, at and before the sealing and delivery of these presents, wherein she has

released and quit-claimed, and by these presents, does release and quit-claim unto the said party

50% of interest on the property conveyed to him and his successors, and assigns forever, ALL

THAT CERTAIN lot or piece of ground with the message or tenement thereon situate

SITUATE on the Southwesterly side of Limekiln Turnpike at the distance of 229 feet Northwesterly from the Northerly side of Godfrey Avenue in the 17th Ward of the City of Philadelphia.

CONTAINING in front or breadth on the said Limekiln Turnpike 15 feet and extending that width in length or depth Southwesterly between parallel lines at right angles

said Limekiln Turnpike 90 feet to a certain 3 feet wide alley extending Northwesterly 20th Street and Southeastwardly into Godfrey Avenue.

TOGETHER with the free and common use, right, liberty and privilege of the same, as and for a passageway and watercourses at all times hereafter, forever.

BEING NO. 6226 LIMEKILN TURNPIKE.

BEING the same premises which Anthony De Rita by Deed dated May 18, 1989, and recorded at Philadelphia in Deed Book F.H.S. 1356 Page 551 et seq., granted and conveyed unto Raymond Moore and Carolyn Moore, in fee.

BEING the same premises which Raymond Moore and Carolyn Moore by Deed dated February 17, 1990, and recorded at Philadelphia in Deed Book F.H.S. 1570 Pages 281-284, granted and conveyed unto Julia Scott and Carolyn Moore, in fee.

Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reversions, remainders, rents, issues and profits thereof. And also, all the estates, right, title, interest, property, claim and demand whatsoever, as well in law as in equity, of the said part y of the first part, of, in, or to the above-described premises, and every part and parcel thereof, with the appurtenances. To have and to hold, all and singular the above-mentioned and described premises, together with the appurtenances, unto the said part y of the second part,

and assigns forever.

In Witness Whereof,

X *Julia Scott*  
\_\_\_\_\_  
JULIA SCOTT  
*Milton T. Shupe, Esq.*  
\_\_\_\_\_  
WITNESS

Sealed and Delivered }  
IN THE PRESENCE OF US:

Commonwealth of Pennsylvania } SS.  
County of Philadelphia }

On this, the Nineteenth (19th) day of November, 19 97, before me, the undersigned Officer, *Julia Scott*, personally appeared

known to me (satisfactorily proven) to be the person whose name is (~~was~~) subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

*Marjorie L. Sharpe*  
\_\_\_\_\_  
NOTARY PUBLIC

NOTARIAL SEAL  
MARJORIE L. SHARPE, Notary Public  
City of Philadelphia, Philadelphia County  
My Commission Expires Jan 15, 1998

NOTARIAL SEAL  
MARJORIE L. SHARPE, Notary Public  
City of Philadelphia, Philadelphia County  
My Commission Expires Jan 15, 1998

**A** U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT  
**SETTLEMENT STATEMENT**

**B TYPE OF LOAN**  
 1.  FHA 2.  FmHA 3.  CONV. UNINS. 4.  VA 5.  CONV. INS.

6. FILE NUMBER: 6228 LIMEKLN PIKE 7. LOAN NUMBER  
 8. MORTGAGE INS CASE NUMBER:

**C NOTE:** This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "[POC]" were paid outside the closing, they are shown here for informational purposes and are not included in the totals.

**D NAME AND ADDRESS OF BORROWER:**  
 Mercury Group, Inc.  
 333 E. City Line Ave., Suite 300  
 Bala Cynwyd, PA 19004

**E NAME AND ADDRESS OF SELLER:**  
 Haneef Hasan a/k/a Robert L. Moore  
 Carolyn Moore  
 7212 N. 20th St  
 Philadelphia, PA 19138

**F NAME AND ADDRESS OF LENDER:**  
 American Dream Capital Corp  
 4852 Concord Drive  
 Easton, PA 18045

**G PROPERTY LOCATION:**  
 6228 Limekiln Pike  
 Philadelphia, PA  
 Philadelphia County, Pennsylvania

**H SETTLEMENT AGENT:** 20-2354707  
 Law Office of Razzano & Kreutzer

**I SETTLEMENT DATE:**  
 January 27, 2006

**PLACE OF SETTLEMENT:**  
 2 Bala Plaza, Suite 300  
 Bala Cynwyd, PA 19004

**J SUMMARY OF BORROWER'S TRANSACTION**

<b>100. GROSS AMOUNT DUE FROM BORROWER:</b>	
101. Contract Sales Price	35,800.00
102. Personal Property	
103. Settlement Charges to Borrower (Line 1400)	6,929.50
104.	
105.	
Adjustments For Items Paid By Seller In Advance	
106. City/Town Taxes 01/28/06 to 01/01/07	648.50
107. County Taxes to	
108. Assessments to	
109.	
110.	
111.	
112.	
<b>120. GROSS AMOUNT DUE FROM BORROWER</b>	<b>43,378.00</b>
<b>200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:</b>	
201. Deposit of earnest money	500.00
202. Principal Amount of New Loan(s)	52,000.00
203. Existing loan(s) taken subject to	
204.	
205.	
206.	
207.	
208.	
209.	
Adjustments For Items Unpaid By Seller	
210. City/Town Taxes to	
211. County Taxes to	
212. Assessments to	
213.	
214.	
215.	
216.	
217.	
218.	
219.	
<b>220. TOTAL PAID BY/FOR BORROWER</b>	<b>52,500.00</b>
<b>300. CASH AT SETTLEMENT FROM TO BORROWER:</b>	
301. Gross Amount Due From Borrower (Line 120)	43,378.00
302. Less Amount Paid By/Fo Borrower (Line 220)	( 52,500.00)
<b>303. CASH (FROM) (X TO) BORROWER</b>	<b>9,124.00</b>

**K SUMMARY OF SELLER'S TRANSACTION**

<b>400. GROSS AMOUNT DUE TO SELLER:</b>	
401. Contract Sales Price	35,800.00
402. Personal Property	
403.	
404.	
405.	
Adjustments For Items Paid By Seller In Advance	
406. City/Town Taxes 01/28/06 to 01/01/07	648.50
407. County Taxes to	
408. Assessments to	
409.	
410.	
411.	
412.	
<b>420. GROSS AMOUNT DUE TO SELLER</b>	<b>36,448.50</b>
<b>600. REDUCTIONS IN AMOUNT DUE TO SELLER:</b>	
601. Excess Deposit (See Instructions)	
602. Settlement Charges to Seller (Line 1400)	6,278.24
603. Existing loan(s) taken subject to	
604. Payoff of first Mortgage	
605. Payoff of second Mortgage	
606.	
607. (Deposit disb. as proceeds)	
608.	
609.	
Adjustments For Items Unpaid By Seller	
610. City/Town Taxes to	
611. County Taxes to	
612. Assessments to	
613.	
614.	
615.	
616.	
617.	
618.	
619.	
<b>620. TOTAL REDUCTION AMOUNT DUE SELLER</b>	<b>8,278.24</b>
<b>800. CASH AT SETTLEMENT TO/FROM SELLER:</b>	
801. Gross Amount Due To Seller (Line 420)	36,448.50
802. Less Reductions Due Seller (Line 620)	( 8,278.24)
<b>803. CASH (X TO) (FROM) SELLER</b>	<b>28,170.26</b>

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein.

Borrower: Mercury Group, Inc.  
 BY: *[Signature]*  
 Maria J. ...  
 President

ATTEST:  
*[Signature]*  
 Secretary/Treasurer

Seller: *[Signature]* Haneef Hasan a/k/a Robert L. Moore  
 Power of Attorney for Carolyn Moore

*[Signature]*  
 Haneef Hasan a/k/a Robert L. Moore

**RECEIVED**  
 JUL 17 2006  
 PA PUBLIC UTILITY COMMISSION  
 SECRETARY'S BUREAU

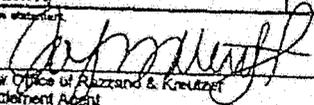
C-3

DOCUMENT  
 FOLDER

EXHIBIT  
 13  
 06-29-06

**L. SETTLEMENT CHARGES**

700. TOTAL COMMISSION Based on Price		\$	¢	%	PAID FROM	PAID FROM
Division of Commission (line 700) as Follows:					BORROWER'S	SELLER'S
701 \$	to				FINES AT	FUNDS AT
702 \$	to				SETTLEMENT	SETTLEMENT
703	Commission Paid at Settlement					
704						
<b>800. ITEMS PAYABLE IN CONNECTION WITH LOAN</b>						
801	Loan Origination Fee	%	to			
802	Loan Discount	%	to			
803	Appraisal Fee		to			
804	Credit Report		to			
805	Lender's Inspection Fee		to			
806	Mortgage Ins. App. Fee		to			
807	Assumption Fee		to			
808						
809						
810						
811						
<b>900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE</b>						
901	Interest From 01/27/06 to 02/01/06	¢	\$	day ( 5 days %)		
902	Mortgage Insurance Premium for		months to			
903	Hazard Insurance Premium for		1.0 years to National Insurance Agency			
904						327.00
905						
<b>1000. RESERVES DEPOSITED WITH LENDER</b>						
1001	Hazard Insurance	months @ \$		per month		
1002	Mortgage Insurance	months @ \$		per month		
1003	City/Town Taxes	months @ \$		per month		
1004	County Taxes	months @ \$		per month		
1005	Assessments	months @ \$		per month		
1006		months @ \$		per month		
1007		months @ \$		per month		
1008		months @ \$		per month		
<b>1100. TITLE CHARGES</b>						
1101	Settlement or Closing Fee		to Law Office of Razzano & Kreutzer			
1102	Abstract or Title Search		to Law Office of Razzano & Kreutzer		50.00	
1103	Title Examination		to		155.00	
1104	Title Insurance Binder		to			
1105	Document Preparation		to Law Office of Razzano & Kreutzer			
1106	Notary Fees		to		25.00	
1107	Attorney's Fees		to			
(includes above item numbers: _____)						
1109	Title Insurance		to Chicago Title Insurance Company			FOC: 80.00
(includes above item numbers: _____)						
1109	Lender's Coverage	\$	52,000.00			
1110	Owner's Coverage	\$	52,000.00	570.75		
1111						
1112						
1113						
<b>1200. GOVERNMENT RECORDING AND TRANSFER CHARGES</b>						
1201	Recording Fees Deed \$	156.50	Mortgage \$	Releases \$		
1202	City/County Tax/Stamp: Deed		1,074.00	Mortgage		158.50
1203	State Tax/Stamp: Deed		358.00	Mortgage		537.00
1204						179.00
1205						
<b>1300. ADDITIONAL SETTLEMENT CHARGES</b>						
1301	Survey		to			
1302	Peel Inspection		to			
1303	Nutbarick Lett		to City of Philadelphia			
1304	Octagon Conveyancing		to Octagon Conveyancing			125.00
1305	See add'l disc. exhibit		to			250.00
1400	<b>TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 402, Section K)</b>				5,900.00	7,185.24
By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 of the two page statement.					8,929.50	8,276.24

  
 Law Office of Razzano & Kreutzer  
 Settlement Agent

Certified to be a true copy

**ADDITIONAL DISBURSEMENTS EXHIBIT**

**Borrower:** Mercury Group, Inc.  
**Seller:** Carolyn Moore  
**Lender:** American Dream Capital Corp.  
**Settlement Agent:** Law Office of Razzano & Kreutzer  
 (215)331-4478  
**Place of Settlement:** 2 Bala Plaza, Suite 300  
 Bala Cynwyd, PA 19004  
**Settlement Date:** January 27, 2008  
**Property Location:** 8228 Limekiln Pike  
 Philadelphia, PA  
 Philadelphia County, Pennsylvania

PAYEE/DESCRIPTION	NOTE/REF NO	BORROWER	SELLER
City of Philadelphia Real Estate Taxes 2006			698.14
City of Philadelphia Real Estate Taxes 2005			0.75
Jesse Nash Finder's Fee		5,500.00	
PGW Gas Bill	021-1430-7385		5,123.84
PGW Gas Bill	031-1430-7373		1,382.71
<b>Total Additional Disbursements shown on Line 1305</b>		<b>\$ 6,500.00</b>	<b>\$ 7,185.24</b>

HISTORY REQUEST REPORT FOR ACCOUNT # 2114307365 AND SA # 9961318535 AS OF 06/28/2006

*Shelton*

Account # 2114307365 SA #: 9961318535 Bill Cycle: 10 Rate Class: GS Phone #: 2760662(215)

Name: MOORE, RAYMOND D Address: 6226 LIMEKILN PIKE/PHILA PA

Pay Agreement Indicator: N Easyway Indicator: CRP Status:

Blocker Start Date: 0 Blocker End Date: 0 Meter #: 1845337

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P.C.M.I.  
06-24-06

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JUL 17 2006

PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU

Trans Date	Trans Type	Current Amt	Total Amt	Adjust Amt	Segment Start Date	Segment End Date	Read Code	End Rate	Current Balance	Usage	Meter #
01/01/1996	CONVRC	\$2,747.86	\$0.00	\$0.00							
09/14/1998	PAY	(\$385.00)	(\$385.00)	\$0.00							
10/15/1998	TREF	\$0.00	\$2,747.86	\$2,747.86							
11/09/1998	BILL	\$148.18	\$148.18	\$0.00	09/16/1998	11/09/1998	R	4379	\$148.18	164	1845337
11/12/1998	LPC	\$62.92	\$62.92	\$62.92							
12/10/1998	BILL	\$96.31	\$96.31	\$0.00	11/09/1998	12/10/1998	R	4487	\$96.31	108	1845337
12/14/1998	LPC	\$36.12	\$36.12	\$36.12							
01/13/1999	BILL	\$141.61	\$141.61	\$0.00	12/10/1998	01/13/1999	R	4848	\$141.61	161	1845337
01/15/1999	LPC	\$44.77	\$44.77	\$44.77							
02/11/1999	BILL	\$130.56	\$130.56	\$0.00	01/13/1999	02/11/1999	Y	4802	\$130.56	154	1845337
03/09/1999	BILL	\$59.30	\$59.30	\$0.00	02/11/1999	03/09/1999	R	4870	\$59.30	68	1845337
03/10/1999	LPC	\$36.05	\$36.05	\$36.05							
04/06/1999	LPC	\$40.63	\$40.63	\$40.63							
04/06/1999	BILL	\$56.85	\$56.85	\$0.00	03/09/1999	04/06/1999	R	4935	\$56.85	65	1845337
05/04/1999	BILL	\$38.15	\$38.15	\$0.00	04/06/1999	05/04/1999	R	4977	\$38.15	42	1845337
05/10/1999	LPC	\$41.45	\$41.45	\$41.45							
06/10/1999	BILL	\$37.05	\$37.05	\$0.00	05/04/1999	06/10/1999	Y	5017	\$37.05	40	1845337
06/10/1999	LPC	\$56.50	\$56.50	\$56.50							
07/15/1999	BILL	\$33.31	\$33.31	\$0.00	05/10/1999	07/15/1999	R	5003	\$4,548.14	28	1845337
07/15/1999	BILL	\$36.31	\$36.31	\$0.00	05/04/1999	07/15/1999	R	5003	\$3,434.72	20	1845337
07/20/1999	CANB	(\$37.05)	(\$37.05)	\$0.00							
07/20/1999	LPC	\$46.15	\$46.15	\$46.15							
07/20/1999	AUTOCN	\$0.00	\$0.00	(\$37.05)							
07/20/1999	AUTOCN	\$0.00	\$0.00	\$36.31							
08/11/1999	BILL	\$8.00	\$8.00	\$0.00	07/15/1999	08/11/1999	R	5003	\$3,489.71	0	1845337
08/18/1999	LPC	\$46.99	\$46.99	\$46.99							
09/13/1999	BILL	\$8.00	\$8.00	\$0.00	08/11/1999	09/13/1999	R	5003	\$3,544.82	0	1845337
09/17/1999	LPC	\$47.11	\$47.11	\$47.11							

Account # 2114307365 SA #: 9861318535 Bill Cycle: 10 Rate Class: GS Phone #: 2760662(215)  
 Name: MOORE, RAYMOND D Address: 6226 LIMEKILN PIKE/PHILA, PA  
 Pay Agreement Indicator: N Easyway Indicator: CRP Status:  
 Blocker Start Date: 0 Blocker End Date: 0 Meter #: 1845337

Tran Date	Tran Type	Current Amt	Total Amt	Advs Amt	Segment Start Date	Segment End Date	Read Code	End Read	Current Balance	Usage	Meter #
10/13/1999	BILL	\$8.00	\$8.00	\$0.00	09/13/1999	10/13/1999	R	5003	\$3,600.05	0	1845337
10/15/1999	LPC	\$47.23	\$47.23	\$47.23							
11/09/1999	BILL	\$8.00	\$8.00	\$0.00	10/13/1999	11/09/1999	R	5003	\$3,655.40	0	1845337
11/31/1999	LPC	\$47.35	\$47.35	\$47.35							
12/10/1999	BILL	\$8.00	\$8.00	\$0.00	11/09/1999	12/10/1999	R	5003	\$3,710.87	0	1845337
12/15/1999	LPC	\$47.47	\$47.47	\$47.47							
01/18/2000	BILL	\$8.00	\$8.00	\$0.00	12/10/1999	01/18/2000	R	5003	\$3,766.46	0	1845337
01/20/2000	LPC	\$47.59	\$47.59	\$47.59							
02/15/2000	BILL	\$8.00	\$8.00	\$0.00	01/18/2000	02/15/2000	Y	5003	\$3,774.48	0	1845337
03/17/2000	BILL	\$8.00	\$8.00	\$0.00	02/15/2000	03/17/2000	R	5003	\$3,782.48	0	1845337
04/13/2000	BILL	\$8.00	\$8.00	\$0.00	03/17/2000	04/13/2000	R	5003	\$3,790.48	0	1845337
05/12/2000	BILL	\$8.00	\$8.00	\$0.00	04/13/2000	05/12/2000	R	5003	\$3,856.53	0	1845337
05/13/2000	COLFEE	\$10.00	\$10.00	\$10.00							
05/16/2000	LPC	\$48.07	\$48.07	\$48.07							
06/09/2000	BILL	\$8.00	\$8.00	\$0.00	05/12/2000	06/09/2000	R	5003	\$3,912.87	0	1845337
06/14/2000	LPC	\$48.34	\$48.34	\$48.34							
07/13/2000	BILL	\$8.00	\$8.00	\$0.00	06/09/2000	07/13/2000	R	5003	\$3,969.33	0	1845337
07/18/2000	LPC	\$48.46	\$48.46	\$48.46							
07/20/2000	COLFEE	\$10.00	\$10.00	\$10.00							
07/20/2000	COLFEE	\$10.00	\$10.00	\$10.00							
08/11/2000	BILL	\$8.00	\$8.00	\$0.00	07/13/2000	08/11/2000	R	5003	\$4,045.91	0	1845337
08/15/2000	LPC	\$48.58	\$48.58	\$48.58							
09/12/2000	BILL	\$8.00	\$8.00	\$0.00	08/11/2000	09/12/2000	R	5003	\$4,102.91	0	1845337
09/14/2000	LPC	\$49.00	\$49.00	\$49.00							
10/12/2000	BILL	\$8.00	\$8.00	\$0.00	09/12/2000	10/12/2000	R	5003	\$4,160.03	0	1845337
10/15/2000	LPC	\$49.12	\$49.12	\$49.12							
11/10/2000	BILL	\$8.00	\$8.00	\$0.00	10/12/2000	11/10/2000	R	5003	\$4,217.27	0	1845337
11/14/2000	LPC	\$49.24	\$49.24	\$49.24							
12/12/2000	BILL	\$8.00	\$8.00	\$0.00	11/10/2000	12/12/2000	R	5003	\$4,274.63	0	1845337
12/14/2000	LPC	\$49.36	\$49.36	\$49.36							
01/12/2001	BILL	\$8.00	\$8.00	\$0.00	12/12/2000	01/12/2001	R	5003	\$4,332.11	0	1845337
01/17/2001	LPC	\$49.48	\$49.48	\$49.48							
02/12/2001	BILL	\$8.00	\$8.00	\$0.00	01/12/2001	02/12/2001	R	5003	\$4,389.71	0	1845337

Account # 2114307385 SA #: 9981318535 Bill Cycle: 10 Rate Class: GS Phone #: 2760662(215)

Name: MOORE, RAYMOND D Address: 6226 LIMEKILN PIKE/PHILA, PA

Pay Agreement Indicator N Easyway Indicator: CRP Status:

Blocker Start Date: 0 Blocker End Date: 0 Meter #: 1845337

Trans Date	Trans Type	Current Amt	Total Amt	Adjust Amt	Segment Start Date	Segment End Date	Read Code	End Read	Current Balance	Usage	Meter #
02/14/2001	LPC	\$49.60	\$49.60	\$49.60							
03/14/2001	BILL	\$11.66	\$11.66	\$0.00	02/12/2001	03/14/2001	R	5003	\$4,451.09	0	1845337
03/16/2001	LPC	\$49.72	\$49.72	\$49.72							
04/12/2001	BILL	\$11.66	\$11.66	\$0.00	03/14/2001	04/12/2001	R	5003	\$4,512.65	0	1845337
04/17/2001	LPC	\$49.90	\$49.90	\$49.90							
04/19/2001	COLFEE	\$10.00	\$10.00	\$10.00							
05/14/2001	BILL	\$11.66	\$11.66	\$0.00	04/12/2001	05/14/2001	R	5003	\$4,584.38	0	1845337
05/16/2001	LPC	\$50.07	\$50.07	\$50.07							
06/13/2001	BILL	\$11.66	\$11.66	\$0.00	05/14/2001	06/13/2001	R	5003	\$4,646.44	0	1845337
06/16/2001	LPC	\$50.40	\$50.40	\$50.40							
07/16/2001	BILL	\$11.66	\$11.66	\$0.00	06/13/2001	07/16/2001	R	5003	\$4,708.67	0	1845337
07/18/2001	LPC	\$50.57	\$50.57	\$50.57							
08/14/2001	BILL	\$11.66	\$11.66	\$0.00	07/16/2001	08/14/2001	R	5003	\$4,771.08	0	1845337
08/16/2001	LPC	\$50.75	\$50.75	\$50.75							
09/13/2001	BILL	\$11.66	\$11.66	\$0.00	08/14/2001	09/13/2001	R	5003	\$4,833.66	0	1845337
09/15/2001	LPC	\$50.92	\$50.92	\$50.92							
10/17/2001	LPC	\$51.10	\$51.10	\$51.10							
10/25/2001	AUTOCHN	\$0.00	\$0.00	(\$11.66)							
10/25/2001	AUTOCHN	\$0.00	\$0.00	(\$8.00)							
10/25/2001	BSEGCN	\$0.00	\$0.00	(\$8.00)							
10/25/2001	CANB	(\$8.00)	(\$8.00)	\$0.00							
10/25/2001	BSEGCN	\$0.00	\$0.00	(\$8.00)							
10/25/2001	CANB	(\$11.66)	(\$11.66)	\$0.00							
10/25/2001	AUTOCHN	\$0.00	\$0.00	(\$11.66)							
10/25/2001	CANB	(\$11.66)	(\$11.66)	\$0.00							
10/25/2001	AUTOCHN	\$0.00	\$0.00	(\$11.66)							
10/25/2001	CANB	(\$11.66)	(\$11.66)	\$0.00							
10/25/2001	CANB	(\$11.66)	(\$11.66)	\$0.00							
10/25/2001	CANB	(\$8.00)	(\$8.00)	\$0.00							
10/25/2001	BSEGCN	\$0.00	\$0.00	(\$8.00)							
10/25/2001	CANB	(\$11.66)	(\$11.66)	\$0.00							
10/25/2001	AUTOCHN	\$0.00	\$0.00	(\$11.66)							
10/25/2001	CANB	(\$11.66)	(\$11.66)	\$0.00							
10/25/2001	CANB	(\$11.66)	(\$11.66)	\$0.00							
10/25/2001	CANB	(\$8.00)	(\$8.00)	\$0.00							
10/25/2001	BSEGCN	\$0.00	\$0.00	(\$8.00)							

Account # 2114307365 SA # 9961318535 Bill Cycle: 10 Rate Class: GS Phone #: 2760662(215)  
 Name: MOORE, RAYMOND D Address: 6226 LIMEKILN PIKE/PHILA, PA  
 Pay Agreement Indicator: N Easyway Indicator: CRP Status:  
 Blocker Start Date: 0 Blocker End Date: 0 Meter #: 1845337

Tran Date	Tran Type	Current Amt	Total Amt	Adjust Amt	Segment Start Date	Segment End Date	Board Code	End Range	Current Balance	Usages	Meter #
10/25/2001	CANB	(\$8.00)	(\$8.00)	\$0.00							
10/25/2001	CANB	(\$8.00)	(\$8.00)	\$0.00							
10/25/2001	CANB	(\$11.66)	(\$11.66)	\$0.00							
10/25/2001	BSEGCN	\$0.00	\$0.00	(\$8.00)							
10/25/2001	AUTOCN	\$0.00	\$0.00	(\$8.00)							
10/25/2001	BSEGCN	\$0.00	\$0.00	(\$8.00)							
10/25/2001	CANB	(\$36.31)	(\$36.31)	\$0.00							
10/25/2001	CANB	(\$8.00)	(\$8.00)	\$0.00							
10/25/2001	CANB	(\$8.00)	(\$8.00)	\$0.00							
10/25/2001	CANB	(\$8.00)	(\$8.00)	\$0.00							
10/25/2001	AUTOCN	\$0.00	\$0.00	(\$8.00)							
10/25/2001	CANB	(\$8.00)	(\$8.00)	\$0.00							
10/25/2001	AUTOCN	\$0.00	\$0.00	(\$8.00)							
10/25/2001	CANB	(\$8.00)	(\$8.00)	\$0.00							
10/25/2001	AUTOCN	\$0.00	\$0.00	(\$8.00)							
10/25/2001	CANB	(\$11.66)	(\$11.66)	\$0.00							
10/25/2001	AUTOCN	\$0.00	\$0.00	(\$11.66)							
10/25/2001	CANB	(\$11.66)	(\$11.66)	\$0.00							
10/25/2001	AUTOCN	\$0.00	\$0.00	(\$11.66)							
10/25/2001	CANB	(\$8.00)	(\$8.00)	\$0.00							
10/25/2001	AUTOCN	\$0.00	\$0.00	(\$11.66)							
10/25/2001	AUTOCN	\$0.00	\$0.00	(\$8.00)							
10/25/2001	AUTOCN	\$0.00	\$0.00	(\$8.00)							
10/25/2001	CANB	(\$11.66)	(\$11.66)	\$0.00							
10/25/2001	CANB	(\$8.00)	(\$8.00)	\$0.00							
10/25/2001	CANB	(\$8.00)	(\$8.00)	\$0.00							
10/25/2001	CANB	(\$8.00)	(\$8.00)	\$0.00							

Account #: 2114307365 SA #: 9961318535 Bill Cycle: 10 Rate Class: GS Phone #: 2760662(215)  
 Name: MOORE, RAYMOND D Address: 6226 LIMEKILN PIKE/PHILA, PA  
 Pay Agreement Indicator: N Easyway Indicator: CRP Status:  
 Blocker Start Date: 0 Blocker End Date: 0 Meter #: 1845337

Tran Date	Tran Type	Current Amt	Total Amt	Adjust Amt	Segment Start Date	Segment End Date	Read Code	End Read	Current Balance	Usage	Meter #
10/25/2001	AUTOCN	\$0.00	\$0.00	(\$8.00)							
10/25/2001	CANB	(\$8.00)	(\$8.00)	\$0.00							
10/25/2001	AUTOCN	\$0.00	\$0.00	(\$8.00)							
10/25/2001	CANB	(\$8.00)	(\$8.00)	\$0.00							
10/25/2001	AUTOCN	\$0.00	\$0.00	(\$8.00)							
11/15/2001	LPC	\$47.55	\$47.55	\$47.55							
12/14/2001	LPC	\$47.55	\$47.55	\$47.55							
01/18/2002	LPC	\$47.55	\$47.55	\$47.55							
02/14/2002	LPC	\$47.55	\$47.55	\$47.55							
03/15/2002	LPC	\$47.55	\$47.55	\$47.55							
04/16/2002	LPC	\$47.55	\$47.55	\$47.55							
05/15/2002	LPC	\$47.55	\$47.55	\$47.55							
06/14/2002	LPC	\$47.55	\$47.55	\$47.55							
07/16/2002	LPC	\$47.55	\$47.55	\$47.55							
08/14/2002	LPC	\$47.55	\$47.55	\$47.55							
08/28/2002	WO	(\$5,123.64)	(\$5,123.64)	(\$5,123.64)							

APP4, 6226 LIMERILN PK 010/04/3630/71 RAYMOND D MOORE AMR TREF  
7/24 .00 RT C2 REG TAX% BUD 0000

\*\*\*\*\* APPLICATION INFORMATION \*\*\*\*\*

MAIL BILL ADDR ADDR  
ADDR ZIP PHONE

LANDLORD NAME ADDR  
CITY ST ZIP PHONE

AGENT NAME ADDR  
CITY ST ZIP PHONE

THIRD PARTY ADDR  
CITY ST ZIP PHONE

EMPLOYER JB HUNT ADDR 2914 N WOODSTOCK ST  
CITY PHILADELPHIA ST PA ZIP 19132-0000 PHONE 215-228-0703

DRIVERS LIC NO 00000000021840516 ST DRAFT REGIS NO

GOV'T REGIS NO EMPLOYER ID NO  
DPA IDENT NO SOC SEC NO 205542889

SPOUSE NAME SOC SEC NO  
APPPL DATE 08/13/91 PR NO 0905 EFFECTIVE DATE LEASE/DEED 08/10/91

STATUS ACTIVE PREVIOUS ADDR 501 W MANHEIM 17B

ACCT NO. PREV ADDR T.O. TYPE PART PAID

APP4-6226 LIMEKILN PK 010/04/3630/77 RAYMOND D MOORE AMR CURB  
6/10 3,389.31 RT 2 REG TAX% BUD 0000

\*\*\*\*\* APPLICATION INFORMATION \*\*\*\*\*

MAIL BILL ADDR ADDR  
ADDR ZIP PHONE

LANDLORD NAME MS MOORE ADDR COLLECTDS RENT  
CITY ST ZIP 19141-0000 PHONE

AGENT NAME ADDR  
CITY ST ZIP PHONE

THIRD PARTY ADDR  
CITY ST ZIP PHONE

EMPLOYER JB HUNT ADDR 2914 N WOODSTOCK ST  
CITY PHILADELPHIA ST PA ZIP 19132-0000 PHONE 215-228-0703

DRIVERS LIC NO 00000000021840516 ST DRAFT REGIS NO  
GOV'T REGIS NO EMPLOYER ID NO

DPA IDENT NO SOC SEC NO 205542889  
SPOUSE NAME SOC SEC NO

APPL DATE 09/12/98 PR NO 0804 EFFECTIVE DATE LEASE/DEED 09/12/98  
STATUS ACTIVE PREVIOUS ADDR

ACCT NO. PREV ADDR T.O. TYPE TRANSFER

HISTORY REQUEST REPORT FOR ACCOUNT # 3114307373 AND SA # 9961318534 AS OF 06/28/2006

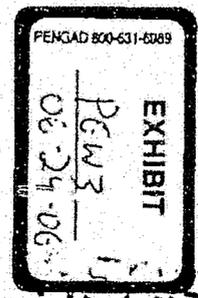
*Exhibit 3*

Account #: 3114307373 SA #: 9961318534 Bill Cycle: 10 Rate Class: GS Phone #: 3242024(215)

Name: MOORE, CATHERINE Address: 6226 LIMEKILN PIKE/PHILA.PA

Pay Agreement Indicator: N Easyway Indicator: CRP Status:

Blocker Start Date: 0 Blocker End Date: 0 Meter #: 1845337



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Transaction Date	Transaction Type	Current Amt	Total Amt	Adjust Amt	Segment Start Date	Segment End Date	Read Code	End Read	Current Balance	Usage	Meter #
01/01/1996	CONVRC	(\$941.07)	\$1,758.33	\$1,758.33							
06/16/1997	CRPCR	\$0.00	(\$543.08)	(\$543.08)							
06/16/1997	PAY	(\$59.00)	(\$59.00)	\$0.00							
06/17/1997	CRPDB	\$0.00	\$15.00	\$15.00							
07/02/1997	CRPDB	\$0.00	\$168.00	\$168.00							
07/14/1997	BILL	\$28.79	\$28.79	\$0.00	06/16/1997	07/14/1997	R	2310	\$28.79	29	1845337
07/16/1997	CRPDB	\$0.00	\$6.00	\$6.00							
08/13/1997	BILL	\$30.49	\$30.49	\$0.00	07/14/1997	08/13/1997	R	2341	\$30.49	31	1845337
08/14/1997	CRPDB	\$0.00	\$8.00	\$8.00							
08/20/1997	CRPCR	\$0.00	(\$198.77)	(\$198.77)							
08/20/1997	PAY	(\$71.00)	(\$71.00)	\$0.00							
09/10/1997	BILL	\$30.49	\$30.49	\$0.00	08/13/1997	09/10/1997	R	2372	\$30.49	31	1845337
09/12/1997	CRPDB	\$0.00	\$10.00	\$10.00							
09/24/1997	CRPCR	\$0.00	(\$641.15)	(\$641.15)							
09/24/1997	PAY	(\$100.00)	(\$100.00)	\$0.00							
09/24/1997	BILL	\$42.46	\$42.46	\$0.00	09/10/1997	10/09/1997	R	2417	\$42.46	45	1845337
10/14/1997	CRPDB	\$0.00	\$14.00	\$14.00							
10/23/1997	PAY	(\$74.00)	(\$74.00)	\$0.00							
10/23/1997	CRPCR	\$0.00	(\$114.16)	(\$114.16)							
11/08/1997	BILL	\$131.36	\$131.36	\$0.00	10/09/1997	11/08/1997	R	2566	\$131.36	149	1845337
11/12/1997	CRPDB	\$0.00	\$23.00	\$23.00							
12/10/1997	BILL	\$260.42	\$260.42	\$0.00	11/08/1997	12/10/1997	R	2866	\$260.42	300	1845337
12/12/1997	CRPDB	\$0.00	\$23.00	\$23.00							
01/13/1998	BILL	\$292.04	\$292.04	\$0.00	12/10/1997	01/13/1998	R	3203	\$292.04	337	1845337
01/15/1998	CRPCR	\$0.00	(\$56.89)	(\$56.89)							
01/15/1998	CRPDB	\$0.00	\$23.00	\$23.00							
01/16/1998	CRPCR	\$0.00	(\$6.56)	(\$6.56)							
01/16/1998	PAY	(\$200.00)	(\$200.00)	\$0.00							

Account #: 3114307373

SA #: 9961318534

Bill Cycle: 10

Rate Class: GS

Phone #: 3242024215

Name: MOORE, CATHERINE

Address: 6226 LIMEKILN PIKE/PHILA, PA

Pay Agreement Indicator: N

Easyway Indicator:

CRP Status:

Blocker Start Date: 0

Blocker End Date: 0

Meter #: 1845337

Tran Date	Tran Type	Current Amt	Total Amt	Adj'd Amt	Segment Start Date	Segment End Date	Read Code	End Read	Current Balance	Usage	Meter #
02/12/1998	BILL	\$296.31	\$296.31	\$0.00	01/13/1998	02/12/1998	R	3545	\$296.31	342	1845337
02/17/1998	PAY	(\$59.00)	(\$59.00)	\$0.00							
02/17/1998	CRPDB	\$0.00	\$5.51	\$5.51							
02/17/1998	CRPDB	\$0.00	\$23.00	\$23.00							
02/17/1998	PAY	(\$133.00)	(\$133.00)	\$0.00							
03/13/1998	CRPCR	\$0.00	(\$101.82)	(\$101.82)							
03/16/1998	BILL	\$285.20	\$285.20	\$0.00	02/12/1998	03/16/1998	R	3874	\$285.20	329	1845337
03/16/1998	CRPDB	\$0.00	\$23.00	\$23.00							
04/16/1998	BILL	\$154.43	\$154.43	\$0.00	03/16/1998	04/16/1998	R	4050	\$154.43	178	1845337
04/17/1998	CRPDB	\$0.00	\$23.00	\$23.00							
05/14/1998	BILL	\$49.30	\$49.30	\$0.00	04/16/1998	05/14/1998	R	4103	\$49.30	53	1845337
05/15/1998	PAY	(\$118.00)	(\$118.00)	\$0.00							
05/15/1998	CRPCR	\$0.00	(\$224.42)	(\$224.42)							
06/16/1998	BILL	\$32.21	\$32.21	\$0.00	05/14/1998	06/16/1998	R	4136	\$32.21	33	1845337
06/17/1998	CRPDB	\$0.00	\$3.00	\$3.00							
07/15/1998	BILL	\$27.94	\$27.94	\$0.00	06/16/1998	07/15/1998	R	4164	\$27.94	28	1845337
07/16/1998	CRPDB	\$0.00	\$3.00	\$3.00							
08/04/1998	CRPDB	\$0.00	\$192.00	\$192.00							
08/12/1998	BILL	\$26.22	\$26.22	\$0.00	07/15/1998	08/12/1998	R	4190	\$26.22	26	1845337
08/14/1998	CRPDB	\$0.00	\$7.00	\$7.00							
09/14/1998	LPC	\$19.35	\$19.35	\$19.35							
09/16/1998	BILL	\$25.37	\$25.37	\$0.00	08/12/1998	09/16/1998	R	4215	\$25.37	25	1845337
10/14/1998	LPC	\$22.89	\$22.89	\$22.89							
10/14/1998	LPCWVE	\$0.00	(\$19.35)	(\$19.35)							
02/02/1999	WO	\$0.00	(\$1,362.71)	(\$1,362.71)							

APP4 6226 LIMEKILN PK 010/04/3630/73 CATHERINE MOORE AMR P+L  
9/16 1,382.71 RT 2 REG TAX% BUD 0000

\*\*\*\*\* APPLICATION INFORMATION \*\*\*\*\*

MAIL BILL ADDR ADDR 6586 WALNUT PARK DR  
ADDR 19120-1032 PHONE 1215-324-2024

LANDLORD NAME JULLIA SCOTT  
CITY ST ADDR 2912 N WOODSTOCK ST

AGENT NAME  
CITY ST ZIP 19132-1545 PHONE  
ADDR

THIRD PARTY  
CITY ST ZIP PHONE  
ADDR

EMPLOYER  
CITY ST ZIP PHONE  
ADDR

DRIVERS LIC NO ST DRAFT REGIS NO  
GOV'T REGIS NO EMPLOYER ID NO

DPA IDENT NO SOC SEC NO 172589581  
SPOUSE NAME SOC SEC NO

APPL DATE 07/22/96 PR NO 0857 EFFECTIVE DATE LEASE/DEED 02/01/91  
STATUS ACTIVE PREVIOUS ADDR

ACCT NO. PREV ADDR T.O. TYPE NEW ACCT

Exhibit 6

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- <Customer>
  <CustomerFirstName>CAROLYN</CustomerFirstName>
  <CustomerLastName>MOORE</CustomerLastName>
  <AccountNumber>02114303365</AccountNumber>
- <CustomerServAddress>
  <ServAddress1>6226 LIMEKILN PIKE</ServAddress1>
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  <BCSInvestigatorLName>JENKINS</BCSInvestigatorLName>
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