

CAPTION SHEET

CASE MANAGEMENT SYSTEM

1. REPORT DATE: 00/00/00 :
2. BUREAU: ALJ :
3. SECTION(S): : 4. PUBLIC MEETING DATE:
5. APPROVED BY: : 00/00/00
DIRECTOR: :
SUPERVISOR: :
6. PERSON IN CHARGE: : 7. DATE FILED: 02/17/06
8. DOCKET NO. C-20065887 : 9. EFFECTIVE DATE: 00/00/00

PARTY/COMPLAINANT: TOLENTINO, DARIA

RESPONDENT/APPLICANT: PHILADELPHIA GAS WORKS

COMP/APP COUNTY:

UTILITY CODE: 125042

ALLEGATION OR SUBJECT

COMPLAINANT STATES INITIAL COMPLAINT ON JULY 18, 2001 SHOWED INCORRECT CHARGE ON ACCOUNT. SHE WOULD LIKE THE PUC TO RECTIFY HER ACCOUNT FOR IT IS SHOWING DEROGATORY ACCOUNT ON CREDIT REPORTS.

DOCUMENT
FOLDER

DOCKETED
FEB 21 2006

PENNSYLVANIA PUBLIC UTILITY COMMISSION

Formal Complaint Form

PROGRAM

2005 FEB 17 AM 9:01

Please print or type.

1. CUSTOMER NAME (COMPLAINANT) C-20065887

SECRETARY'S BUREAU

Your name, mailing address, county, telephone number, utility account number and service address:

Name DARIA Tolentino
Street/P.O. Box 665 Santa Fe Drive Apt # ?
City Maritica State N.J. Zip 08051
County Gloucester
Area Code/HOME Phone 856-464-9978
Area Code/WORK Phone 267-426-5158
Utility Account Number 3119240336
(from your bill)

If your complaint involves utility service provided to a different address than your mailing address, please list this information below.

Name DARIA Tolentino
Street/P.O. Box 2609 S. 8th Street apt # 3
City Phila State Pa Zip 19148

2. UTILITY NAME (RESPONDENT)

Name of utility company your complaint concerns: PGW-

3. TYPE OF UTILITY (check one)

- | | |
|--|---|
| <input type="checkbox"/> ELECTRIC | <input type="checkbox"/> STEAM HEAT |
| <input checked="" type="checkbox"/> GAS | <input type="checkbox"/> WASTE WATER |
| <input type="checkbox"/> WATER | <input type="checkbox"/> MOTOR CARRIER
(taxi, moving company, limousine) |
| <input type="checkbox"/> TELEPHONE
(local, long distance) | |

ORIGINAL

4. COMPLAINT (check one)

A. In general, what is your complaint?

- I want to oppose the company's proposed rate increase.
- There are incorrect charges on my bill.
- There is a reliability, safety or quality problem with my utility service.
- I received a notice that my utility service is being terminated.
- I would like a payment agreement.

- Other. I want the PUC to facilitate a prorate to my account per an investigation conducted in September of 1999.

B. State the facts of your complaint.

Include any specific dates, times or places that are important. If the complaint is about a bill, tell us about any charges that you believe are not correct. Use additional paper if you need more space. Provide copies of all relevant documents you believe will support your complaint.

Initial Complaint July 18, 2001
Bcs completed an Investigation # 0865379
Total Charges that are incorrect \$7110.00

5. RELIEF

What do you want the Public Utility Commission to do about your complaint? Use additional paper if you need more space.

I would like the PUC to rectify my PGW account. It is now showing a derogatory account on my credit reports, which is hindering my credit rating/score.

6. PROTECTION FROM ABUSE

Answer the following question if your complaint is against a natural gas distribution company, an electric distribution company or a water company AND your complaint is about a billing problem, an application for service problem, a termination of service problem or a request for a payment agreement.

Has a court granted a "Protection from Abuse" order for your personal safety?

YES

NO

7. PRIOR UTILITY CONTACT

Answer the following question only if you are a residential customer and your complaint is against an electric distribution utility, natural gas distribution utility or a water distribution utility.

Have you spoken to a utility company representative about this complaint?

YES
(includes appeals of BCS determinations)

NO

If you tried to, but could not speak to a utility company representative about your complaint, please explain why.

8. VERIFICATION AND SIGNATURE

You must print or type your name below on the line provided for the verification paragraph, and you must sign and date (in ink) this form on the lines provided.

Verification:

I Dana Lentini hereby state that the facts above set forth are true and correct (or are true and correct to the best of my knowledge, information and belief) and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

Dana Lentini
(Signature)

1/20/04
(Date)

SHUT OFF NOTICE

TRADUCCIÓN EN ESPAÑOL AL OTRO LADO

Collection action has begun against your account! This action may lead to your gas service being shut off on or after 04/14/03

for one or both of the following reasons:

- 1) Past due gas bill. (Regulation 4.11 (b) (1) of gas tariff)
- 2) Broken Agreement (Regulation 4.11 (b) (3) of gas tariff)

Your current bill is 239.97

Your undisputed past-due bill is 3,894.26

Your total bill for service to 04/14/03 is 4,134.23

TO STOP THIS SHUT OFF YOU MUST:

- PAY YOUR UNDISPUTED PAST DUE BILL IN FULL;
OR
- CATCH UP ALL PAYMENTS DUE UNDER TERMS OF YOUR AGREEMENT;
OR
- IF ELIGIBLE, ENTER INTO A PAYMENT AGREEMENT, AND/OR
- INITIATE A DISPUTE WITH PGW,
OR
- GIVE A VALID REASON WHY SERVICE SHOULD NOT BE SHUT OFF

IF SERVICE IS SHUT OFF, YOU MAY HAVE TO PAY OTHER CHARGES. THEY ARE:

RECONNECTION CHARGE OF 45.00

SECURITY DEPOSIT OF 0.00

AN ADDITIONAL CHARGE IF PGW HAS TO DIG UP YOUR STREET TO SHUT OFF YOUR SERVICE 372.00

TOTAL ADDED COSTS MAY BE 417.00

FOR MORE INFORMATION, CALL OR VISIT ONE OF THE FOLLOWING LOCATIONS:

CREDIT/COLLECTION DEPARTMENT
TELEPHONE (215) 235-1777
MONDAY - FRIDAY 8 AM - 4:30 PM (Closed Holidays)

CUSTOMER SERVICE DEPARTMENT
TELEPHONE (215) 235-1000
MONDAY - FRIDAY 7 AM - 6 PM

CUSTOMER SERVICE CENTERS
CALL 215-235-1000 FOR THE NEW DAYS AND HOURS THE PGW SERVICE CENTERS ARE OPEN.

Residential Heat and Domestic

HOW CAN YOU STOP THE SHUTOFF?

If you can't pay the whole bill at once...

PGW offers payment agreements. Contact PGW at one of the locations listed for more information and to find out if you are eligible.

Also, call (215) 684-6100 for more information on programs that may be able to help you pay this bill.

If you need service for a sick resident...

PGW WILL DELAY SHUT OFF upon notification that loss of service will aggravate an existing severe medical condition of a resident of the premises

The medical condition must be verified in writing by a qualified health care provider within seven (7) days of the initial notification.

If your landlord pays your gas bill...

You have certain protection under the PA Utility Service Tenants Rights Act (USTRA). For information call PGW at (215) 684-6164 during Credit/Collection Department business hours.

Customer Rights...

If you have any questions or need more information, please call us. If you are not satisfied after you talk to us, you may file a complaint with the Public Utility Commission by calling (800)-692-7380 or by writing to the following address:

Bureau of Consumer Services
Public Utility Commission
P.O. Box 3265, Harrisburg, PA 17105-3265

If it is winter, and you need gas for heat...

PGW can shut off certain residential heating customers during the winter. To apply to be protected from a winter shut off, call the Credit/Collection Department for an application.

If your house is always cold!

There are neighborhood organizations which can give you information on how you can save money, conserve energy and make your home warmer during the winter months. Call or visit PGW for more information.



PHILADELPHIA GAS WORKS

Make checks or Money Orders Payable to PGW
P.O. Box 7789
Phila., PA 19101-7789

Customer Service Centers:

1337 West Erie Avenue
4410 Frankford Avenue
1137 Chestnut Street

1601 South Broad Street
5230 Chestnut Street
212 West Chelton Avenue

Philadelphia Gas Works



800 W. Montgomery Avenue, Philadelphia, PA 19122
Telephone: (215) 236-0500

July 18, 2001

Daria Tallentino
2723 S Fairhill Street
Philadelphia, PA 19148

Re: 2609 S 8th Street
BCS# 0865379

Tallentino

Dear Ms. Tallentino:

This letter is in response to a complaint you filed October 30, 2000 with the Pennsylvania Public Utility Commission. In order to complete my investigation, it is necessary for you to contact me to discuss the details of your complaint.

Please contact my office (215) 684-6697 by July 25, 2001

On behalf of PGW please accept my apology for any inconvenience this matter has caused you.

Sincerely,

Z. Santiago
Zayda Santiago
CRU Officer

Cc: Public Utility Commission
Laureto A. Farinas

*AS
787
1-510-1250
157-
1110*

*1900 782-1110
#3*

DOCUMENT
FOLDER

January 20, 2006

Pennsylvania Public Utilities Commission
Secretary
P. O. Box 3265
Harrisburg, PA 17105

C-20065887

Re. Daria Tolentino
BCS. 0865379
2609 South 8th Street, Apt. 3 (Lived in apartment from Sept 1, 98-Sept 1, 99)
Philadelphia, PA 19148

To Whom It May Concern:

I would like to whole-heartedly dispute the monetary charges of 7,110 that have been added to my PGW account and credit report. My account was paid up to date as of 9/99.

I have made over 15 phone calls to PGW and PUC combined over the last 7 years to rectify this problem. I had filed a non-formal in the past with no resolution. I have now filed a formal complaint. I have been in contact with PGW, Zayda Santiago a CRU Officer on 7-18-02 and PUC employee Derek Thomas Utility Complaint Investigator on 1-22-02 regarding inaccurate account charges to the above-mentioned address. (Please find copies of correspondence enclosed)

The gas meter at 2609 South 8th Street, Apt #3 was to be read for a final reading and account was to be closed in 1999. Since then, the charges have been building up and added to my account, due to inadequate access for past and current meter readings. The landlord could not be reached for access to apartment complex in the past 7 years. I have recently supplied the current address of apartment complex landlord to PWG to rectify my account.

BTL

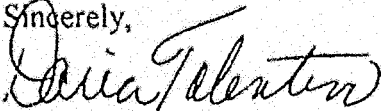
SECRETARY'S BUREAU
2006 FEB -6 PM 3:40

PGW has been reporting to the credit bureaus and I have derogatory entry on my credit report, which is hindering my credit rate/score.

Please feel free to contact me at
Home 856-464-9978
Work 267-426-5158

Thank you for your help in this matter.

Sincerely,



Daria Tolentino

Cc: PGW- Philadelphia Gas Works
1601 South Broad Street
Philadelphia, PA

Equifax
Experian
Transunion



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

January 22, 2002

BCS No: 0865379

Ms. Daria L. Tolentino
2723 S. Fairhill Street
Philadelphia, PA. 19148

Dear Tolentino:

The Bureau of Consumer Services (BCS) has completed its investigation into your informal complaint. Attached is the decision resulting from that investigation. A copy of this decision has also been sent to your utility company. This decision is binding on all parties, and unless it is appealed will become final 20 days after the date of this letter.


If you do not agree with any part of this decision you may appeal it by filing a formal complaint. You can do this by completing the attached Request for Formal Complaint Forms. Return this form to the Public Utility Commission, and the formal complaint forms will be mailed to you. If you wish to appeal, you must return this form to the Public Utility Commission by the date shown on the form. Your complaint will be assigned to an Administrative Law Judge, and a hearing date will be assigned.

You do not need a lawyer to file an appeal.

You must make all of the payments required by this decision. If you do not make these payments the utility company is permitted to terminate your utility service.

If you have any questions about the terms and conditions of this decision or about the Public Utility Commission's appeal procedures you may call me directly at (215) 644-0692

Sincerely,


Mr. Derrick Thomas
Utility Complaint Investigator

Philadelphia Gas Works

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Ms Daria L. Tolentino
2723 S. Fairhill Street
Philadelphia, PA 19148

Philadelphia Gas Works
v. 800 W. Montgomery Avenue
Philadelphia, PA 19122

Case Number 0865379

Account Number 3119240336

Decision On Informal Complaint by the Bureau of Consumer Services:

Statement of Complaint:

The customer stated that she moved from 2609 S. 8th Street thirteen months ago and she requested that PGW shut off her gas service.

Investigation by Staff of the Bureau of Consumer Services Revealed:

- (1) The customer's gas service at 2609 S. 8th Street was established on October 10, 1998
- (2) All of the customer's bills from October 10, 1998 to the present were based on estimated usage.
- (3) According to information provided by the customer she requested that PGW shut off her gas service at 2609 S. 8th Street on September 1, 1999.
- (4) PGW sent two letters to Mr. Frank Del Borello, the customer's previous landlord. One letter was sent on July 17, 2001 and the other one on August 8, 2001. The letters requested access to the customer's old apartment at 2609 S. 8th Street for a final meter reading.
- (5) According to PGW's records, they have not gain access to the customer's old apartment at 2609 S. 8th Street and the gas service is still on in the customer's name.
- (6) According to PGW records, as of the date of this decision the customer's outstanding balance is \$2,079.47

Based On These Findings, The Bureau of Consumer Services Concludes:

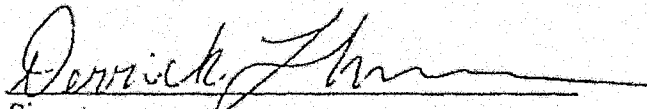
After PGW gain access to 2609 S. 8th Street and they obtain an actual meter reading, the customer's bills will be prorated to September 1, 1999.

Therefore It Is Decided:

- (1) That PGW shall waive \$10.00 in collection fees.
- (2) The customer's bills will be prorated to September 1, 1999 after PGW obtain actual meter readings from 2609 S. 8th Street Philadelphia, PA. 19148

(3) The informal complaint of Daria L. Tolentino is dismissed

January 22, 2002



Signature

Mr. Derrick Thomas
Utility Complaint Investigator
Bureau of Consumer Services
PA Public Utility Commission

NOTIFICATION OF INTENT TO APPEAL
(Request For Formal Complaint Forms)

Notice to Customer:

If you sign and return this form you are notifying the Public Utility Commission that you intend to appeal this informal complaint decision. Do not return this form unless you want to appeal this decision.

If you want to appeal this decision, you must return this Notification of Intent to Appeal form within twenty days of this date: January 22, 2002 The Commission will send you formal complaint forms

You must comply with the terms of this decision until the Public Utility Commission completes the formal complaint process. You must make all of the required payments, or the utility company may pursue the termination of your service.

Thank You
Pennsylvania Public Utility Commission

Yes, I want to appeal the decision of the Bureau of Consumer Services. Please send formal complaint forms to me at the following address:

Customer name and address: Ms Daria L. Tolentino
2723 S. Fairhill Street
Philadelphia, PA. 19148

(Please correct any mistakes.)

(Area Code) Telephone Number

Signature

Mail this completed form to: SECRETARY
PENNSYLVANIA PUBLIC UTILITY COMMISSION
P. O. BOX 3265
HARRISBURG, PA 17105-3265

FOR OFFICE USE ONLY

BCS Number: 0865379

Date of mailing: January 22, 2002

Company: Philadelphia Gas Works

This Agreement Witnesseth, THAT Frank Del Borrello, Realty (hereinafter called the lessor), doth hereby let unto Daria Tolentino (hereinafter called the lessee), 2609 S. 8th Street ALL THAT CERTAIN Philadelphia, PA 19148

for the term of 1 year from the 1st day of September A. D. 1998 , yielding and paying therefor unto the lessor the Monthly rent of Five Hundred Dollars, payable in Monthly payments of \$500.00 Dollars on the 1st day of each Month in advance, at 140 S. 11th St. Phila., PA 19107 or at such other place as said lessor may from time to time direct.

AND it is hereby covenanted between the lessor and lessee , for themselves, their respective heirs or successors and assigns as follows — 1st. The lessee will pay the rents hereby reserved according to the terms of this lease, and will also pay, if said premises are equipped with water meter, all charges in excess of the annual minimum water meter rates, and sewer rents, proportioned monthly otherwise for the same, if paid by the lessor, may be distrained for and recovered as rent.

2nd. The lessee shall not occupy the demised premises otherwise than as a Dwelling/Residence nor shall the lessee assign this lease, nor underlet the premises or any part thereof. Any transfer by process of law shall be deemed an assignment by the lessee, and the lessee shall not do or knowingly suffer to be done any act, matter or thing, whereby any policy of insurance on the demised premises shall, according to the conditions thereof become avoided or suspended. No sign or signs shall be painted upon any part of the demised premises, other than on glass in windows or doors.

3rd. The lessee shall keep the demised premises in good condition during the continuance of this lease; remove all ashes, rubbish and refuse therefrom; replace or repair any electric fixtures or wiring that may be damaged or broken and at the termination of this lease deliver up the said premises to the lessor in as good order and repair as the same now are, reasonable wear and tear and damage by accidental fire excepted. Any improvements or additions made by the lessee shall not be detached from the property, but shall remain for the benefit of the lessor.

4th. Lessee agrees that all goods and property on the demised premises, unless specifically prohibited by law, shall be liable to distress for rent, unpaid water rent, repairs to or replacing electric fixtures and wiring, and for all costs and allowable commissions. Lessee waives the benefit of all laws made or to be made extending to distress and sale after removal, and also to executions issued on any judgment for possession or damages recovered upon this lease or entered or confessed distress and sale for 90 days after their removal (unless expressly prohibited by law) in the same manner and subject to the same conditions, provisions, agreements, and waivers as if they were on the premises.

5th. Either party may determine this lease at the expiration of the term hereby created, by giving to the other 90 days' written notice of intention so to do, but in default of such notice, this lease, with all the conditions and covenants thereof, shall continue for the additional term of Monthly and so on from Month to Month until terminated by either party giving to the other 90 days' written notice of intention to terminate said lease at the expiration of the then current term. Provided, however, that if the lessor shall have given 90 days' written notice prior to the end of any term of intention to change the conditions of this lease, and the lessee shall hold over after such notice, he shall be considered lessee under the terms and conditions mentioned in such notice, for such further period as he may occupy the demised premises. And until this lease is terminated by notice or otherwise, as herein provided, leaving notice upon the premises shall be a sufficient service.

6th. The lessor reserves the right at all times to visit and inspect the demised premises, personally or by agent, and to cause any repairs to be made which he may deem proper; also the right at any time to put up a "For Sale" sign in such place on the premises as he may elect, and a "For Rent" sign immediately, in case notice to quit is given. Prospective purchasers or tenants authorized by Lessor may inspect the premises at reasonable hours at any time.

as well as the right of appeal from, or writ of error or certiorari to any judgment, order, or decree that may be entered against Lessee by any court or magistrate for rent, damages, possession, or otherwise; and does further expressly waive the benefit of any said all stay of execution or exemption laws of every jurisdiction.

8th. If the rent and/or any charges reserved under this lease as rent shall remain unpaid on any day when the same is required to be paid, without other- wise limiting Lessor's remedies to collect by every available legal action all rent hereunder, accreted, Lessor, in Pennsylvania, may cause a complaint to be filed under Pennsylvania Rules of Civil Procedure No. 2950 et. seq. for the recovery from Lessee of all rent hereunder (including all accelerations of rent permissible under the provisions of this lease) and/or for all charges reserved hereunder as rent, as well as for interest and costs; and Lessee hereby authorizes and empowers Lessor's attorney to file with the said Complaint a confession of judgment against Lessee and to sign the said confession as attorney for Lessee. Such judgment shall be confessed against Lessee for the amount of rent in arrears (including all accelerations of rent permissible under the provisions of this lease) and/or for all charges reserved hereunder as rent, as well as for interest and costs; all together with an attorney's commission of 5% of the full amount of Lessor's claim against Lessee. Neither the right to file such Complaint nor the authority to confess judgment granted herein shall be exhausted by one or more exercises thereof, but successive complaints may be filed and successive judgments may be entered for the aforesaid sum when or after they become due. In every jurisdiction Lessor shall be entitled to reasonable attorney's fees in addition to all other amounts due.

9th. When this lease shall be terminated (either because of condition broken during the original term of this lease or any renewal or extension thereof and/or when and as soon as the term hereby created or any extension thereof shall have expired), without otherwise limiting Lessor's right to obtain possession by every available legal means, Lessor, in Pennsylvania, may cause an action in ejectment to be filed against Lessee pursuant to Pennsylvania Rules of Civil Procedure No. 2970 et. seq. and to cause the entry of a judgment by confession against Lessee, in such action of ejectment, for possession of the premises demised hereunder. Further, in such action, Lessee hereby authorizes and empowers Lessor's attorney to sign the confession of judgment in ejectment as attorney for Lessee; and a writ of possession may issue forthwith. If for any reason whatsoever after said action shall have commenced the said action shall be terminated and the possession of the premises demised hereunder shall remain in or be restored to Lessee, Lessor shall have the right upon any subsequent default or defaults, or upon the termination of this lease as above set forth, to file complaints to commence successive actions in ejectment and to enter successive judgments in ejectment for possession of the premises demised hereunder.

10th. In the event a Complaint shall be filed pursuant to either Paragraph 8th or 9th of this lease, the original or a photostatic copy or like reproduction of this lease showing Lessee's signature shall be attached to the said Complaint. If the original is not attached Lessor shall aver that the copy attached is a true and correct reproduction of the original. If neither the original lease nor a reproduction can be attached, Lessor shall explain in the Complaint why neither of the same is available.

Lessee shall pay a late charge of \$5.00 per day on any payment made three (3) days after the due date and any collection fees if applicable. Lessee shall pay \$1,000.00 to owner or agent as security rent and Lessee shall not be entitled to any interest. No pets of any kind will be permitted on the premises. Lessee shall maintain insurance to protect their interests. Lessee shall pay the following utilities: Gas and Electric. No subleasing will be permitted. Premises shall be occupied only

E R C O A	W H O B E	CREDITOR	DATE REPORTED	DATE OPENED	HIGH CREDIT	BALANCE	PAST DUE	30	60	90+	STATUS
				DLA	ACCT TYPE	TERMS					SOURCE

B B PGW 05/05 10/98 \$7110 \$7110 S7002 13 0 0 14 DELINQ 120
 311924 -/- INST
 Late Dates: 5/05-120, 4/05-120, 3/05-120, 2/05-120, 1/05-120, 12/04-120, 11/04-120, 10/04-120, 9/04-120, 8/04-120, 7/04-120,
 6/04-120, 5/04-120, 4/04-120
 UTILITY COMPANY
 TU

LEASE.

Frank Del Borriello, Realty

TO

Daria Tolentino

Premises 2609 S. 8th Street
Phila., Pa. 19148

Rent, \$ 500.00 per Month

Commenced September 1, 1998

Expires September 1, 1999

No. 14 Lease K
Tro & Jenkins Co., p. 51507

Philadelphia

I have inspected the
aforementioned premises and find
it to be in good condition and,
therefore, execute this Lease.

Daria S. Tolentino

Repairs need to be
made to front &
SIDE WINDOWS

9/1/98

SEALED IN THE PRESENCE OF

WITNESSES hand and seal this day of A. D. 19

and all benefit and advantages to be derived therefrom.

Executors, Administrators and assigns, all right, title and interest in the within

FOR VALUE RECEIVED

hereby assign, transfer and set over unto

Rasides M. Owns property

SEALED AND DELIVERED
IN PRESENCE OF

WITNESSES hand and seal this day of A. D. 19

FOR VALUE RECEIVED, the undersigned hereby becomes surety to the lessor or assigns, for the true and faithful performance of the above contract, and every renewal thereof, on the part of the said lessee, without recourse to the said lessee being first required, and I do hereby waive the benefit of any and all exemption laws, on all executions issued to recover any judgment obtained against me in pursuance of the above contract.



of this lease showing Lessee's signature shall be attached to either Paragraph 8th or 9th of this lease, the original or a photostatic copy or like reproduction and correct reproduction of the original. If neither the original lease nor a reproduction can be attached, Lessor shall explain in the Complaint why neither of the same is available.

Lessee shall pay a late charge of \$5.00 per day on any payment made three (3) days after the due date and any collection fees if applicable. Lessee shall pay \$1,000.00 to owner or agent as security rent and Lessee shall not be entitled to any interest. No pets of any kind will be permitted on the premises. Lessee shall maintain insurance to protect their interests. Lessee shall pay the following utilities: Gas and Electric. No subleasing will be permitted. Premises shall be occupied only by Lessee. Any breach of the foregoing will result in Lessee's forfeiture of the security rent.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals. Dated the 14th day of August A. D. 1998

SEALED AND DELIVERED IN PRESENCE OF

Joseph C. [Signature]

[Signature]



This Agreement Witnesseth, THAT Frank Del Borrello, Realty
(hereinafter called the lessor),
doth hereby let unto Daria Tolentino
(hereinafter called the lessee),
2609 S. 8th Street
ALL THAT CERTAIN Philadelphia, PA 19148

for the term of 1 year from the 1st day of September
A. D. 1998, yielding and paying therefor unto the lessor the Monthly rent of Five Hundred
Dollars, payable in Monthly payments of \$500.00 Dollars
on the 1st day of each Month in advance, at 140 S. 11th St.
Phila., PA 19107
or at such other place as said lessor may from time to time direct.

AND it is hereby covenanted between the lessor and lessee, for themselves, their respective heirs or successors and assigns as follows:—
1st. The lessee will pay the rents hereby reserved according to the terms of this lease, and will also pay, if said premises are equipped with water meter, all charges in excess of the annual minimum water meter rates, and sewer rents, proportioned monthly, otherwise all charges for water and sewer rent other than for dwelling house purposes, accruing during the continuance of this lease. And all bills for the same, if paid by the lessor, may be distrained for and recovered as rent.

2nd. The lessee shall not occupy the demised premises otherwise than as Dwelling/Residence nor shall the lessee assign this lease, nor underlet the premises or any part thereof. Any transfer by process of law shall be deemed an assignment by the lessee, and the lessee shall not do or knowingly suffer to be done any act, matter or thing, whereby any policy of insurance on the demised premises shall, according to the conditions thereof become avoided or suspended. No sign or signs shall be painted upon any part of the demised premises, other than on glass in windows or doors.

3rd. The lessee shall keep the demised premises in good condition during the continuance of this lease, remove all ashes, rubbish and refuse matter therefrom, replace or repair any electric fixtures or wiring that may be damaged or broken, and at the termination of this lease deliver up the said premises to the lessor in as good order and repair as the same now are, reasonable wear and tear and damage by accidental fire excepted. Any improvements or additions made by the lessee shall not be detached from the property, but shall remain for the benefit of the lessor.

4th. Lessee agrees that all goods and property on the demised premises, unless specifically prohibited by law, shall be liable to distress for rent unpaid water rent, repairs to or replacing electric fixtures and wiring, and for all costs and allowable commissions. Lessee waives the benefit of all laws made or to be made exempting any property, rights, or demands on the demised premises or elsewhere, from levy, attachment, or sale on distress or execution, and such waiver is to extend to distress and sale after removal, and also to executions issued on any judgment for possession or damages recovered upon this lease or entered or confessed under the terms hereof. Lessee waives all right to stay of execution on any such judgment. All goods and chattels removed from the premises shall be liable to distress and sale for 90 days after their removal (unless expressly prohibited by law) in the same manner and subject to the same conditions, provisions, agreements, and waivers as if they were on the premises.

5th. Either party may determine this lease at the expiration of the term hereby created, by giving to the other 90 days' written notice of intention so to do, but in default of such notice, this lease, with all the conditions and covenants thereof, shall continue for the additional term of Monthly and so on from Month to Month until terminated by either party giving to the other 90 days' written notice of intention to terminate said lease at the expiration of the then current term. Provided, however, that if the lessor shall have given 90 days' written notice prior to the end of any term of intention to change the conditions of this lease, and the lessee shall hold over after such notice, he shall be considered lessee under the terms and conditions mentioned in such notice, for such further period as he may occupy the demised premises, and until this lease is terminated by notice or otherwise, as herein provided. Leaving notice upon the premises shall be a sufficient service.

6th. The lessor reserves the right at all times to visit and inspect the demised premises, personally or by agent, and to cause any repairs to be made which he may deem proper; also the right at any time to put up a "For Sale" sign in such place on the premises as he may elect, and a "For Rent" sign immediately, in case notice to quit is given. Prospective purchasers or tenants authorized by Lessor may inspect the premises at reasonable hours at any time.

7th. Lessee waives in favor of Lessor all of Lessee's rights under the provisions of this lease, as well as the provisions of the laws of the State of Pennsylvania, relating to the right of redemption of real estate.

for rent, damages, possession, or otherwise; and does further expressly waive the benefit of any and all stay of execution or exemption laws of every jurisdiction.

8th. If the rent and/or any charges reserved under this lease or rent shall remain unpaid on any day when the same is required to be paid, without other than limiting Lessor's remedies to collect by every available legal action all rent hereunder, accelerated, Lessor, in Pennsylvania, may cause a complaint to be filed under Pennsylvania Rules of Civil Procedure No. 2950 et. seq. for the recovery from Lessee of all rent hereunder (including all accelerations of rent permissible under the provisions of this lease) and/or for all charges reserved hereunder as rent, as well as for interest and costs; and Lessee hereby authorizes and empowers Lessor's attorney to file with the said Complaint a confession of judgment against Lessee and to sign the said confession as attorney for Lessee. Such judgment shall be confessed against Lessee for the amount of rent in arrears (including all accelerations of rent permissible under the provisions of this lease) and/or for all charges reserved hereunder as rent, as well as for interest and costs; all together with an attorney's commission of 5% of the full amount of Lessor's claim against Lessee. Neither the right to file such Complaint nor the authority to confess judgment granted herein shall be exhausted by one or more executions thereof, but successive complaints may be filed and successive judgments may be entered for the aforesaid sums when or after they become due. In every jurisdiction Lessor shall be entitled to reasonable attorney's fees in addition to all other amounts due.

9th. When this lease shall be terminated (either because of condition broken during the original term of this lease or any renewal or extension thereof and/or when and as soon as the term hereby created or any extension thereof shall have expired), without otherwise limiting Lessor's right to obtain possession by every available legal means, Lessor, in Pennsylvania, may cause an action in ejectment to be filed against Lessee pursuant to Pennsylvania Rules of Civil Procedure No. 2970 et. seq. and to cause the entry of a judgment by confession against Lessee in such action of ejectment, for possession of the premises demised hereunder. Further, in such action, Lessee hereby authorizes and empowers Lessor's attorney to sign the confession of judgment in ejectment as attorney for Lessee; and a writ of possession may issue forthwith. If for any reason whatsoever after said action shall have commenced the said action shall be terminated and the possession of the premises demised hereunder shall remain in or be restored to Lessee, Lessor shall have the right upon any subsequent default or defaults, or upon the termination of this lease as above set forth, to file complaints to commence successive actions in ejectment and to enter successive judgments in ejectment for possession of the premises demised hereunder.

10th. In the event a Complaint shall be filed pursuant to either Paragraph 8th or 9th of this lease, the original or a photostatic copy or like reproduction of this lease showing Lessee's signature shall be attached to the said Complaint. If the original is not attached Lessor shall aver that the copy attached is a true and correct reproduction of the original. If neither the original lease nor a reproduction can be attached, Lessor shall explain in the Complaint why neither of the same is available.

Lessee shall pay a late charge of \$5.00 per day on any payment made three (3) days after the due date and any collection fees if applicable. Lessee shall pay \$1,000.00 to owner or agent as security rent and Lessee shall not be entitled to any interest. No pets of any kind will be permitted on the premises. Lessee shall maintain insurance to protect their interests. Lessee shall pay the following utilities: Gas and Electric. No subleasing will be permitted. Premises shall be occupied only by Lessee. Any breach of the foregoing will result in Lessee's forfeiture of the security rent.

14th

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals. Dated the _____ day of _____ August _____ A. D. 1998

SEALED AND DELIVERED IN PRESENCE OF

[Handwritten signature]

[Handwritten signature]



LEASE.

Frank Del Borrello, Realty

TO :

Daria Tolentino

Premises 2609 S. 8th Street
Phila., Pa. 19148

Rent, \$ 500.00 per Month

Commence September 1, 1998

Expires September 1, 1999

No. 14 Lease K
Fro A. Lukens Co., P 51507

Philadelphia

I have inspected the
aforementioned premises and find
it to be in good condition and,
therefore, execute this lease.

*
Daria S. Tolentino

Repairs need to be
made to front &
SIDE WINDOWS

9/1/98

WITNESS hand and seal this

day of _____ A. D. 19

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

DATE SERVED: FEBRUARY 21, 2006

DARIA TOLENTINO
Complainant

v.

PHILADELPHIA GAS WORKS
Respondent

Complaint Docket
No: C-20065887

CKETE
FEB 21 2006

FORMAL COMPLAINT NOTICE TO RESPONDENT TO ANSWER OR SATISFY

TO: PHILADELPHIA GAS WORKS

**DOCUMENT
FOLDER**

TAKE NOTICE:

That a complaint in the above entitled matter, of which the attached is a true and correct copy, has been presented and filed of record with the Pennsylvania Public Utility Commission. Section 702 of the Public Utility Code, 66 Pa. C.S. Section 702, requires the Commission to serve on each party named in a complaint a copy of the complaint and notice calling upon each party to satisfy the complaint, or to answer the same in writing within a specified time; THEREFORE,

1. You have twenty (20) days from the date on which this complaint is served to either satisfy this complaint or to file with the **Secretary of the Pennsylvania Public Utility Commission, P. O. Box 3265, Harrisburg, PA 17105-3265**, an answer (original and three copies), in writing, under oath, which, as required by Section 5.61 of the Commission's Rules of Practice and Procedure, 52 Pa. Code Section 5.61, either affirms or specifically denies the allegations in this complaint. You must also serve a copy of the answer upon the complainant. The date of service is the mailing date as indicated by the date at the top of this Notice. Section 1.56(a) of the Commission's Rules of Practice and Procedure, 52 Pa. Code Section 1.56(a).

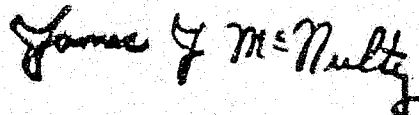
2. If you fail to either satisfy this complaint or to file answer or other responsive pleading within twenty (20) days, you will be deemed to have admitted all the allegations in this complaint in accordance with Section 5.61 of the Commission's Rules of Administrative Practice and Procedure, 52 Pa. Code Section 5.61. In that event, the Commission may, without hearing, enter an order which either revokes or suspends any certificate or permit held by you or which imposes a fine or any other appropriate penalty or remedy authorized by the Public Utility Code, 66 Pa. C.S. Section 101, et seq.; and, if

you are a customer of a utility, an order may be entered which prescribes a payment schedule or which authorizes termination of utility services. The Commission is not limited to the relief sought by the complainant in paragraph 4 of the attached complaint.

3. If you elect to satisfy this complaint you must file, within twenty (20) days from the date on which this complaint is served, affidavits executed by each complainant that this complaint has been satisfied. Such affidavits must describe the basis on which this complaint was satisfied; any settlement agreement between the parties must be reduced to writing and attached to the affidavit. Such affidavits are to be filed with the Secretary of the Commission at the address set forth in paragraph 1. Upon receipt of affidavits of satisfaction from all complainants, this complaint may be dismissed by the Commission in accordance with Section 703(a) of the Public Utility Code, 66 Pa. C.S. Section 703(a), unless the Commission determines that such dismissal would be contrary to the public interest, in which event the Commission may direct that hearings be held upon the complaint.

4. If you file an answer which admits the allegations in this complaint, or which fails to specifically deny the allegations in this complaint, the Commission may, without hearing, enter an order which either revokes or suspends any certificate held by you or which imposes a fine or any other appropriate penalty or remedy authorized by the Public Utility Code, 66 Pa. C. S. Section 101, et seq.; and, if you are a customer of a utility, an order may be entered which prescribes a payment schedule or which authorizes termination of utility services. The Commission is not limited to the relief sought by the complainant in paragraph 4 of the attached complaint.

5. If you file a timely answer which specifically denies the allegations in this complaint, or which raises material questions of law or fact, this matter shall be referred to the Office of Administrative Law Judge for hearing and decision. If, after hearing on the issues raised by that answer, you are found to have committed any of the violations alleged in the complaint, the Administrative Law Judge may render a decision which either revokes or suspends any certificate or permit held by you or which imposes a fine or any other appropriate penalty or remedy authorized by the Public Utility Code, 66 Pa. C. S. Section 101, et seq.; and, if you are a customer of a utility, an order may be entered which prescribes a payment schedule or which authorizes termination of utility services. In the imposition of a penalty after a hearing the Administrative Law Judge is not bound by the relief sought by the complainant in paragraph 4 of the attached complaint.



James J. McNulty
Secretary

(SEAL)

Certified Mail
Return Receipt Requested



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

IN REPLY PLEASE
REFER TO OUR FILE

DATE SERVED: FEBRUARY 21, 2006

C-20065887

LAURETO FARINAS ESQUIRE
PHILADELPHIA GAS WORKS
800 W MONTGOMERY AVE
PHILADELPHIA PA 19122-2898

DOCUMENT FOLDER

Dear Mr. Farinas:

A complaint has been filed against you before the Pennsylvania Public Utility Commission by DARIA TOLENTINO. To defend yourself against the claims stated in the following pages, you must act within twenty (20) days by filing in writing with the Commission, either personally or through your attorney, your defenses or objections to the claims stated against you. Or, you may satisfy the complaint by settling the matter with the Complainant and submitting proof of settlement to the Commission within twenty (20) days.

IF YOU FAIL TO RESPOND WITHIN TWENTY (20) DAYS, THE CASE MAY GO FORWARD IN YOUR ABSENCE AND A JUDGEMENT MAY BE ENTERED AGAINST YOU BY THE COMMISSION WITHOUT FURTHER NOTICE.

CUSTOMER OF A UTILITY

A payment schedule may be prescribed or a termination of utility services may be authorized. You may lose money or property or other rights important to you.

COMPANY/UTILITY

An Administrative Law Judge may revoke or suspend any certificate or permit held by you, or impose a fine, or any other appropriate penalty or remedy authorized by the Public Utility Code. You may lose money or property or other rights important to you.

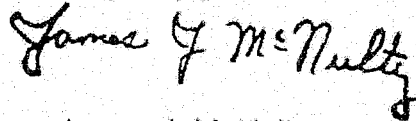
Detailed instructions on how to proceed are contained in the attached pages. You are advised to read them carefully.

FEBRUARY 21, 2006

Unless you are a corporation or other organization, you may proceed without a lawyer. However, if you want a lawyer and do not have one or cannot afford one, the office listed below can tell you where you can get legal help:

Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association
P.O. Box 186
Harrisburg, PA 17108
(800) 692-7375

Very truly yours,

A handwritten signature in cursive script that reads "James J. McNulty". The signature is written in black ink and is positioned above the typed name and title.

James J. McNulty
Secretary

SS



March 8, 2006

ORIGINAL

James McNulty, Secretary
Pennsylvania Public Utility Commission
Room B-20, North Office Building
Harrisburg, PA 17105-3265

RE: Daria Tolentino vs. PGW, Docket No.: G-20065887

Dear Secretary McNulty:

Pursuant to 52 Pa. Code §5.61, the Philadelphia Gas Works ("PGW") hereby files the original and three (3) copies of its Answer to the Complaint in the above captioned matter.

If additional information is needed about this matter, please do not hesitate to contact me at my direct-dial number above. Thank you for your assistance in this matter.

DOCUMENT
FOLDER

Sincerely,


Mary M. Chan

Enclosure

cc: Daria Tolentino
Jennifer Raksnis

RECEIVED
MAR 8 2006
PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

70

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

ORIGINAL

Daria Tolentino

DOCUMENT
FOLDER :

Docket No.: C-20065887

v.

Philadelphia Gas Works

Answer of the Philadelphia Gas Works

Pursuant to 52 Pa. Code §5.61, the Philadelphia Gas Works ("PGW") hereby answers the Complaint filed in the above captioned matter. PGW hereby avers the following:

RECEIVED

- 1. Admitted.
- 2. Admitted.
- 3. Admitted.

DOCKETED
MAR 17 2006

MAR 8 2006

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

4. (a) Admitted. PGW admits that on January 22, 2002, the Bureau of Consumer Services ("BCS") decision ordered PGW to pro-rate the Complainant's account to September 1, 1999 after PGW obtains actual meter readings from 2609 S. 8th Street, Philadelphia, PA (Service Address). A copy of the BCS decision is attached hereto as Exhibit "A." By way of further averment, on several occasions, PGW attempted to gain access to the Service Address, to obtain an actual meter reading. PGW could not gain access.

PGW records indicate that on July 17, 2001 and on August 1, 2001, PGW sent a correspondence to the owner at the Service Address requesting access to obtain an actual meter reading. Again, PGW could not gain access.

(b) Admitted in part and denied in part. PGW admits that the initial Complaint filed by the Complainant was on October 30, 2000.

Therefore, PGW denies the averments contained in this paragraph regarding the initial Complaint of July 18, 2001.

By way of further averment, as indicated in paragraph 4(a) of this Complaint, PGW admits that the BCS completed an investigation, and that the BCS # was 0865379.

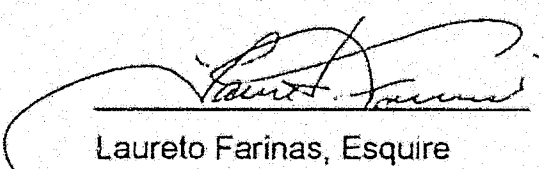
PGW admits that the total charges of \$7,110 are incorrect. PGW is still in the process of attempting to gain access to correct the charges on the Complainant's account.

5. Denied. The averments in Paragraph 5 of the Complaint are requests for relief to which no response is required. PGW therefore denies the averments in this paragraph. By way of further averment, PGW has removed the Complainant's account from the Collection Agency.
6. Admitted.
7. Admitted.

Wherefore, PGW respectfully requests that this Commission find against the Complainant, and affirm the decision of the BCS in this matter.

Respectfully submitted,

Dated: March 8, 2006



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

EXHIBIT A

RECEIVED

MAR 8 2006

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Ms Daria L Tolentino
2723 S. Fairhill Street
Philadelphia, PA 19148

Philadelphia Gas Works
v. 800 W Montgomery Avenue
Philadelphia, PA 19122

Case Number: 0865379

Account Number: 3119240336

Decision On Informal Complaint by the Bureau of Consumer Services:

Statement of Complaint:

The customer stated that she moved from 2609 S. 8th Street thirteen months ago and she requested that PGW shut off her gas service.

Investigation by Staff of the Bureau of Consumer Services Revealed:

- (1) The customer's gas service at 2609 S. 8th Street was established on October 10, 1998.
- (2) All of the customer's bills from October 10, 1998 to the present were based on estimated usage.
- (3) According to information provided by the customer she requested that PGW shut off her gas service at 2609 S. 8th Street on September 1, 1999.
- (4) PGW sent two letters to Mr. Frank Del Borello, the customer's previous landlord. One letter was sent on July 17, 2001 and the other one on August 8, 2001. The letters requested access to the customer's old apartment at 2609 S. 8th Street for a final meter reading.
- (5) According to PGW's records, they have not gain access to the customer's old apartment at 2609 S. 8th Street and the gas service is still on in the customer's name.
- (6) According to PGW records, as of the date of this decision the customer's outstanding balance is \$2,079.47.

Based On These Findings, The Bureau of Consumer Services Concludes:

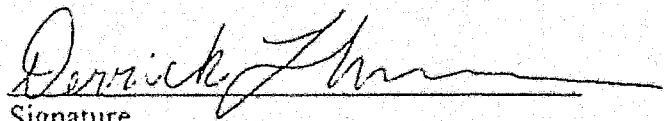
After PGW gain access to 2609 S. 8th Street and they obtain an actual meter reading, the customer's bills will be prorated to September 1, 1999.

Therefore It Is Decided:

- (1) That PGW shall waive \$10.00 in collection fees.
- (2) The customer's bills will be prorated to September 1, 1999 after PGW obtain actual meter readings from 2609 S. 8th Street Philadelphia, PA. 19148

(3) The informal complaint of Daria L. Tolentino is dismissed

January 22, 2002

A handwritten signature in cursive script, appearing to read "Derrick Thomas", written over a horizontal line.

Signature

Mr. Derrick Thomas

Utility Complaint Investigator

Bureau of Consumer Services

PA Public Utility Commission

VERIFICATION

I, Laureto Farinas, hereby declare that I am counsel for the Philadelphia Gas Works. I am authorized to make this verification on its behalf.

The facts set forth in the foregoing Answer are true and correct to the best of my knowledge, information and belief. I expect to be able to prove these facts at a hearing held in this matter. This verification is made subject to the penalties of 18 Pa. C.S. §4904, concerning false statements to authorities.

Dated: March 8, 2006



Laureto Farinas, Esquire

CERTIFICATE OF SERVICE

I HEREBY CERTIFY THAT I HAVE THIS DAY SERVED A TRUE COPY OF THE FOREGOING DOCUMENT UPON THE PARTICIPANTS LISTED BELOW, IN ACCORDANCE WITH THE REQUIREMENTS OF 52 PA CODE §1.54 (RELATING TO SERVICE BY A PARTICIPANT)

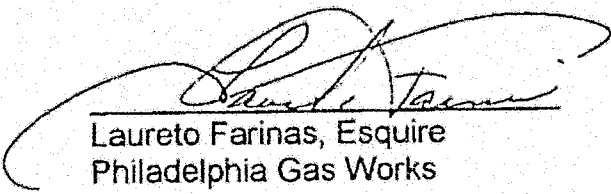
Service List:

For Complainant:

Daria L. Tolentino
665 Santa Fe Drive
Mantua, NJ 08051

Dated: March 8, 2006

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MAR 8 2006
PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU


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