

**ORIGINAL**

COMMONWEALTH OF PENNSYLVANIA  
PUBLIC UTILITY COMMISSION

\* \* \*

DOLORES J. ROGERS BROWN :

vs. :

PHILADELPHIA GAS WORKS :

: No. Z-01108991

\* \* \*

Hearing Room Library  
1302 PHILADELPHIA STATE OFFICE BUILDING  
1400 WEST SPRING GARDEN STREET  
PHILADELPHIA, PA 19130

Wednesday, September 25, 2002  
Commencing at 10:00 a.m.

BEFORE: MARLANE R. CHESTNUT, Administrative  
Law Judge

**DOCUMENT  
FOLDER**

APPEARANCES:

LAURETO A. FARINAS, ESQUIRE  
PHILADELPHIA GAS WORKS  
800 West Montgomery Avenue  
Philadelphia, PA 19122

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SECRETARY OF PUBLIC UTILITIES

-- Representing the PGW

**DOCKETED**

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ALSO PRESENT:

Anthony Langford

\* \* \*

14

1 THE COURT: This is the hearing  
2 scheduled at docket Z-01108991. For  
3 the record let me state that I'm  
4 administrative law Judge Marlane  
5 Chestnut, let me note the following  
6 appearance, Dolores Brown representing  
7 herself. Let me state for the record  
8 that I received a phone call from  
9 Laureto Farinas, counsel for PGW,  
10 stating that they were stuck in  
11 traffic, they should be here within  
12 ten minutes, so we will adjourn until  
13 10, 15 minutes. If they are not here  
14 by then we will proceed, okay.

15 MS. ROGERS BROWN: Thank you.

16 \* \* \*

17 (Whereupon, a short recess was  
18 taken.)

19 \* \* \*

20 THE COURT: We can go back on  
21 the record. Let me note that Laureto  
22 Farinas, who is representing PGW, is  
23 now present and also let me apologize  
24 that I am holding the hearing in the

1 library. As you can see, we are very  
2 booked today. Ms. Brown or is it  
3 Rogers Brown?

4 MS. ROGERS BROWN: Rogers  
5 Brown.

6 THE COURT: The practice here  
7 is that I will let you and Mr. Farinas  
8 see if you can resolve this. I want  
9 to warn you that the company can be  
10 more generous in making adjustments to  
11 your account than I could be. So it's  
12 really to your own interest to see if  
13 you can work this out, okay. Is that  
14 okay with you, Mr. Farinas?

15 MR. FARINAS: That's fine. If  
16 I may add, I had one settlement  
17 conference last week at PGW, we are  
18 more than willing to try again.

19 MS. ROGERS BROWN: \$100 was  
20 offered, that wasn't enough for my  
21 bill.

22 THE COURT: Well, see what you  
23 can work out here. If you can't  
24 resolve it we will go ahead. Take as

1 much time as you need.

2 THE WITNESS: Thank you.

3 \* \* \*

4 (Whereupon, a short recess was  
5 taken.)

6 \* \* \*

7 THE COURT: We will go back on  
8 the record, I gave the parties a  
9 chance to resolve this, Mr. Farinas,  
10 can I have a report on the result of  
11 your --

12 MR. FARINAS: Yes, your Honor.  
13 The parties were not able to reach a  
14 settlement in terms of settlement  
15 figures, the parties could not get  
16 close at all.

17 THE COURT: Okay. You  
18 understand you have the burden of  
19 proof here?

20 MS. ROGERS BROWN: Yes.

21 THE COURT: Raise your right  
22 hand, please. Do you swear or affirm  
23 the testimony you are about to give  
24 will be the truth, the whole truth,

1 and nothing but the truth?

2 MS. ROGERS BROWN: Absolutely.

3 THE COURT: Would you give and  
4 spell your name for the record.

5 THE WITNESS: Dolores J. Rogers  
6 Brown.

7 THE COURT: Your address,  
8 please?

9 THE WITNESS: 1211 Masters  
10 Street.

11 THE COURT: The rest of your  
12 address, please.

13 THE WITNESS: 1211 Masters  
14 Street.

15 THE COURT: Yes. And?

16 THE WITNESS: Philadelphia,  
17 Pennsylvania.

18 THE COURT: Your zip code,  
19 please?

20 THE WITNESS: 19122.

21 THE COURT: And telephone  
22 number?

23 THE WITNESS: 215-235-3530.

24 THE COURT: Mr. Farinas?

1 MR. FARINAS: Laureto Farinas  
2 for Philadelphia Gas Works, 800 West  
3 Montgomery Avenue, Philadelphia,  
4 19122.

5 THE COURT: Okay.

6 \* \* \*

7 EXAMINATION

8 \* \* \*

9 BY THE COURT:

10 Q. Go ahead, Ms. Brown.

11 A. Well, I have been trying to get  
12 here for about five years, because it was  
13 questionable about my bill, because I do  
14 travel to different places, and so I was out  
15 of the country for six months.

16 Q. First off, why don't you state the  
17 period for which you believe the bills are  
18 incorrect.

19 A. Five years, you know, I have  
20 been trying to get to you to talk about my  
21 bills.

22 Q. Do you have specific months or periods  
23 of time which you think your bills were too  
24 high or generally over the five years?

1 A. Over the five years.

2 Q. Well -- okay, go ahead.

3 A. So since --

4 Q. What's the five years, when does it  
5 start, you have to really be specific. I  
6 need specific information upon which I base  
7 my decision. I hope you understand that.

8 A. Yes, I understand. Let's see,  
9 January about '98, '99, something like that.

10 Q. Well, what does that mean, "something  
11 like that", does it start in January '98,  
12 start in January '99?

13 A. About 2000.

14 Q. You have to tell me a starting time.

15 A. All right, January of 2000 to  
16 present.

17 Q. Okay.

18 A. And I had been trying to speak  
19 with someone at the Commission about my  
20 bills. I have a property --

21 Q. What do you mean by trying to speak to  
22 someone at the Commission, did you call the  
23 bureau?

24 A. I called.

1 Q. What happened?

2 A. It's wiped off.

3 Q. What do you mean "wiped off"?

4 A. I would call and say "When is my  
5 hearing date?" They would say, "Well, you  
6 don't have a hearing date."

7 Q. Right. Because at that point you had  
8 an informal complaint filed and there is no  
9 hearing. They investigate your allegations  
10 and investigate it with the company and then  
11 issue you a written decision.

12 A. And they said you had agreed --  
13 there's someone over -- they have to visit  
14 you. I said no one came to visit me, and  
15 they had discussed with -- the bill with  
16 you. I said no one came to discuss anything  
17 with me, no one was out at the house. So a  
18 few times, I don't have exact dates, like the  
19 meter had been taken out or it changed or  
20 something like that.

21 Q. You don't know when that was?

22 A. No.

23 Q. Ms. Brown.

24 A. I asked why in the world --

1 basically I didn't know it to be asked about  
2 way back then, but I mean, all of  
3 Philadelphia complained about the gas company  
4 and their bills. Somebody at my house is  
5 being charged \$5,000, this lady may not have  
6 heat in the winter.

7 Q. Ms. Brown, you know, it isn't magic  
8 here. If you have a meter that's not been  
9 shown to be broken then your bills are  
10 obviously --

11 A. They want to take the meter out  
12 now, why do they want to take it out now?

13 Q. Okay. I have to tell you, you are  
14 making this really hard for me. I'm trying  
15 to understand this, but you're so vague it's  
16 making it very difficult.

17 A. I'm sorry. I mean, if something  
18 was wrong with the meter why shouldn't it  
19 have been taken out earlier, why just a few  
20 days before the hearing do they want to take  
21 the meter out in exchange for another meter?

22 Q. Did you read the company's answer that  
23 they filed to your complaint? It's called  
24 Answer of Philadelphia Gas Works. You filed

1 your formal complaint in June, they filed the  
2 answer in July. Did you read it? Do you  
3 want to take a minute and read it now?

4 A. Yes.

5 Q. Do you have it?

6 A. No, I don't have it with me.

7 THE COURT: Do you have an  
8 account statement I can follow along?

9 MR. FARINAS: Yes.

10 THE COURT: Did you go over  
11 this with Ms. Brown? At the time they  
12 filed their answer.

13 MR. FARINAS: We went over her  
14 account information from the other  
15 listing, this was just prepared this  
16 morning to be updated, but, yes. The  
17 test was pending, in May you requested  
18 a meter test, you paid the money and  
19 Mr. Langford will testify --

20 THE WITNESS: I requested I had  
21 to pay \$25 for the meter test.

22 THE COURT: He said you paid  
23 for it.

24 THE WITNESS: I didn't

1 request --

2 THE COURT: Please let him  
3 finish, don't interrupt, it's  
4 difficult for the court reporter.

5 MR. FARINAS: And Mr. Langford  
6 will tell you the couple of times they  
7 have tried to call and schedule. Mr.  
8 Langford --

9 THE WITNESS: Schedule what?

10 MR. FARINAS: Schedule the  
11 removal of the meter.

12 THE WITNESS: Just last --

13 THE COURT: Don't interrupt.

14 THE WITNESS: It needs  
15 clarity.

16 THE COURT: You will have a  
17 chance to respond. Don't interrupt  
18 when somebody is speaking.

19 THE WITNESS: It's a lot.  
20 Okay.

21 MR. FARINAS: Mr. Langford will  
22 testify as to the occasions where the  
23 meter testing people tried to contact  
24 you to schedule the removal of the

1 meter for testing, and as you  
2 mentioned, just the other week, I had  
3 Mr. Langford himself call you to try  
4 to establish when a date he can come  
5 and test your meter. Quite frankly,  
6 the only other thing to test we do  
7 have actual meter reads, as I  
8 indicated, so the only other factor to  
9 see if there's an error would be to  
10 test your meter, attempting to do  
11 since you paid the \$25.

12 THE COURT: Let me ask you a  
13 clarifying question here, Mr.  
14 Farinas. R means read?

15 MR. FARINAS: Regular read.

16 THE COURT: What does W mean,  
17 like for July 12, 1999? I'm looking  
18 at page three you have circled under.

19 MR. FARINAS: You mean Y?

20 THE COURT: Yes.

21 MR. FARINAS: System read. You  
22 said W.

23 THE COURT: I'm sorry, Y, what  
24 does Y mean?

1 MR. FARINAS: System read.

2 THE COURT: What does that  
3 mean?

4 MR. FARINAS: System estimate.

5 THE COURT: I only see one,  
6 two, three, four -- one, two, three,  
7 four, five since January of 1996 all  
8 the rest are based on actual meter  
9 reads, right, do you understand that?

10 THE WITNESS: Yes, I  
11 understand, but I don't know if it's  
12 accurate actual -- how can it -- can I  
13 say something?

14 BY THE COURT:

15 Q. Of course.

16 A. I was wondering how can it be  
17 actual if they wanted to keep -- wanted to  
18 take my meter out? I said, I will come to  
19 the hearing, because everything should have  
20 been checked first ahead of time. Now, a  
21 week before I come to the hearing they want  
22 to take the meter out. I mean, do you have  
23 an alternative source, other than them  
24 checking behind themselves, that someone can

1 check my meter, because I'm just one person.  
2 I use incandescent lightbulbs, I use low  
3 economy stuff, I'm not there a lot, you know,  
4 I get big bills. In January and December  
5 they are going up to \$300, trying to in  
6 January.

7 Q. Do you use gas for heating?

8 A. I hardly heat.

9 Q. Yes or no? That's a yes or no  
10 question.

11 A. Yes, I do use gas, but I don't  
12 use it.

13 Q. You use it for heating, how about hot  
14 water?

15 A. Yes, but you have --

16 Q. How about cooking?

17 A. When I cook. You can't say yes  
18 because --

19 Q. Well, no, these are yes or no questions  
20 right now. I'm trying to get a feel for what  
21 appliances you have that use gas. Is there  
22 any use of gas that you have?

23 A. I don't wash clothes, I mean --

24 Q. You don't have a washer and dryer?

1           A.       Yes, I have a washer and dryer.  
2       I'm saying, I don't use -- I hang them over  
3       the --

4       Q.       You know, a lot of times, Ms. Brown,  
5       people don't really understand how much of a  
6       utility they use. They feel that it's not  
7       really accurate. If you have an actual meter  
8       read then that's what you use. Sometimes you  
9       just don't realize it. Because don't forget,  
10      the price of gas has been going up, even if  
11      your usage is the same or even less you will  
12      be paying more.

13           A.       I know my usage.

14      Q.       Do you?

15           A.       That's the thing. Yes, I have  
16      not dried clothes in years. I just hang them  
17      over overnight and then, you know what I'm  
18      saying?

19      Q.       Do you live by yourself?

20           A.       Yes.

21      Q.       What kind of house do you have -- I'm  
22      sorry, do you ever have anybody stay over?

23           A.       No.

24      Q.       Does anybody ever visit you?

1           A.       Yes, sometimes I visit them,  
2       three bedroom.

3       Q.       You have visitors. Any family members  
4       come and stay?

5           A.       Well, yes every now and then.

6       Q.       You just said family members come and  
7       stay every now and then. Anything else?

8           A.       That's it.

9       Q.       Can you describe where you live, is it  
10      a house or an apartment?

11      A.       It's a home, private home.

12      Q.       Is it a house?

13      A.       Yes.

14      Q.       Is it a single house?

15      A.       No.

16      Q.       And how many stories does it have?

17      A.       Three.

18      Q.       Does that include the basement?

19      A.       Yes.

20      Q.       Or is it three plus a basement?

21      A.       Including the basement.

22      Q.       And I assume you have a kitchen?

23      A.       Yes.

24      Q.       I assume you have a living room?

1 A. Mm-hmm.

2 Q. What else do you have on the first  
3 floor?

4 A. That's it on the first. Then  
5 the ground level is like a recreation room, I  
6 keep that door shut.

7 Q. Rec room. What do you have on the  
8 second floor? I assume a bathroom?

9 A. Three bedrooms, full bath, three  
10 bedrooms, full bath.

11 Q. Three bedrooms and a full bath on the  
12 second floor?

13 A. Yes.

14 Q. How about the third floor -- that  
15 includes the basement. Do you have an attic?

16 A. No.

17 Q. Not even unfinished?

18 A. What?

19 Q. Not even unfinished?

20 A. Crawl space, whatever.

21 Q. Is there anything else, then, you feel  
22 you want to discuss?

23 A. Well, I have lived there for 30  
24 years and the bills have like gone up four

1 times. I remember when it was under a  
2 thousand for the year and so I know this and  
3 I am just frugal.

4 Q. Is there anything else? You just feel  
5 your bills are too high based on your  
6 lifestyle?

7 A. Yes, absolutely.

8 Q. Did you make any attempt to see how  
9 much usage your -- or how much usage you  
10 actually do consume, could you sit down  
11 perhaps with Mr. --

12 MR. FARINAS: Langford.

13 BY THE COURT:

14 Q. Mr. Langford -- did you two ever meet?

15 A. Yes, I met him.

16 THE COURT: Did you go over her  
17 appliance usage with her?

18 MR. LANGFORD: We had an  
19 analysis generally, you know, not  
20 specifically.

21 THE COURT: We will get to  
22 you. That sounds kind of odd to me.  
23 Usually you would sit down and go item  
24 by item, but, okay.

1 BY THE COURT:

2 Q. Anything further, Ms. Brown?

3 A. Well, I just have -- you mean  
4 what with the background of the house and  
5 stuff?

6 Q. Or with respect to your complaint. I  
7 have to tell you at this point it really, you  
8 know, its difficult for me here they did  
9 investigate and find bills correct as  
10 rendered. There are people who have had  
11 problems with billing, that's usually where  
12 for various reasons an actual reading has not  
13 been able to be obtained for a period of  
14 time, but that doesn't seem to be the case  
15 with you. You've had actual meter reads  
16 here.

17 A. Well, I didn't tell you, but I  
18 told him, one of their men told me that I was  
19 lucky that I should get some money back, one  
20 of the men from the gas company.

21 Q. Let's not talk about what other people  
22 told you.

23 A. He took my meter out, my battery  
24 out.

1 Q. Right. But you can't tell me what he  
2 said, he's not here to question you about  
3 it.

4 A. I said, why isn't he here?

5 Q. You could have called him as a  
6 witness.

7 A. I thought they would bring  
8 somebody who said that I didn't -- that I  
9 don't -- I will get a big amount because the  
10 gas company owes me the amount.

11 Q. Well, did you read my prehearing  
12 order? Did you read my prehearing order? I  
13 know you got it. It was sent in August and  
14 told you you had the burden of proof, told  
15 you how to subpoena witnesses if you thought  
16 it was necessary for them to be here.

17 A. But somebody that works for  
18 them, I thought they would bring them here,  
19 you know. They have not explained anything  
20 about the bill, they just said something  
21 about here's the bill, whatever. It's like  
22 one month --

23 Q. Didn't Mr. Farinas go over this this  
24 morning with you, go over your account

1 statement?

2 A. What's going over what?

3 Q. Didn't he give you this to look at?  
4 You have it right in front of you.

5 A. Yeah, but how can I go through  
6 it now in five minutes?

7 Q. Well, why don't you do that, this is  
8 the basis of your case.

9 A. Well, the main thing is, you  
10 know, after a while they know averaging, how  
11 can I say this is okay, that's okay, this is  
12 okay? I can't say that. I know what's high,  
13 it doesn't show each month that it's coming  
14 up gradually.

15 Q. Did you compare and make sure this  
16 information is accurate? Did you bring your  
17 bills with you?

18 A. Yeah, I brought my bills.

19 Q. Why don't you check the bills you  
20 brought.

21 A. I can see here 2000-something, I  
22 don't really use that.

23 Q. That's an --

24 A. I know that, yes. Gradually

1           it's getting to \$3,000. I remember when it  
2           was under \$1,000, and I'm using less. It's  
3           not like five people are in the house, it's  
4           just me, plus I travel a lot, and I turn the  
5           heat off.

6           Q.       Well, it looks to me like your balance  
7           hasn't taken a big jump, it's just gradually  
8           increased. I don't see on here where your  
9           payments are -- maybe that's someplace else.

10                   MR. FARINAS: Indicated by tran  
11                   type, which is second column.

12                   THE COURT: I see.

13                   MR. FARINAS: You will see and  
14                   then --

15                   THE COURT: Well, for example,  
16                   on June 28, 2002, she paid \$57.82.

17                   MR. FARINAS: That's correct.

18                   THE COURT: Okay. But you  
19                   don't have it broken out separately,  
20                   do you? \$25 in May, \$100 in June.

21                   MR. FARINAS: To figure out the  
22                   running balance compare this actual  
23                   listing of payments.

24           BY THE COURT:

1 Q. I mean, I'm not going to go through  
2 this, but have you been paying all your bills  
3 every month in full?

4 A. No.

5 Q. Well, then that's why you have a  
6 balance.

7 A. That's questionable. But I  
8 mean, even also the current amount.

9 Q. You are not paying the current amount?

10 A. Well, the current amount is  
11 high, that's why I wanted to come in and  
12 discuss --

13 Q. So you are not paying the current  
14 amount or all --

15 A. Not if it's very high, just  
16 question why is it so much, it's jumping up  
17 to this amount from what it was before.

18 Q. Jumping up, you have not made  
19 payments.

20 A. I mean, the bill is broken down.

21 Q. Usage?

22 A. The current amount, under plus,  
23 whatever that is.

24 Q. Right. You are looking at the billed

1 amount, the amount they want you to pay.

2 A. Yes.

3 Q. What you should be looking at is the  
4 usage.

5 A. Yes, I was looking at the  
6 usage. That's current amount, that's the  
7 usage.

8 Q. But you should be looking not at the  
9 dollar amount, because the rate changes every  
10 time they get a rate increase you have to pay  
11 more for the same amount of gas, do you  
12 understand that?

13 A. Yes.

14 Q. Okay.

15 A. But it's very high.

16 Q. Well, anything further you wish to  
17 say?

18 A. Like this is January 2000,  
19 and --

20 Q. 2000?

21 A. Yeah. And the current usage,  
22 139 cubic feet, 100 cubic feet or something.

23 Q. You don't have that on here, do you?

24 MR. FARINAS: January 2000 on

1 page three.

2 THE COURT: Page three. Okay.

3 MR. FARINAS: Very top.

4 THE COURT: Usage is 228.

5 Second from right-hand column?

6 MR. FARINAS: Yes, that's

7 correct.

8 BY THE COURT:

9 Q. That's what your bill shows.

10 A. I have usage 139, you have 228.

11 MR. FARINAS: Can we see the  
12 bill?

13 THE WITNESS: Yes.

14 MR. FARINAS: She's saying due  
15 date of the bill, billing period is  
16 from December 6, '99 to -- November  
17 4, '99 to December 6, '99, which was  
18 due in January of 2000.

19 THE COURT: That's the one  
20 before it, the 139, which is 255.

21 MR. FARINAS: 139 bill  
22 reflects.

23 THE COURT: I see that.

24 THE WITNESS: What they are

1           trying to do --

2           BY THE COURT:

3           Q.       Take a second look at page 3, make sure  
4           that is what your bill shows. Do you  
5           understand that?

6           A.       Yes.

7           Q.       Okay.

8           A.       Now, what they are doing, each  
9           January and around December they are  
10          gradually edging it up to \$300 a month.

11          Q.       What does that mean?

12          A.       After that if you see my bills  
13          -- for the usage.

14          Q.       What do you mean, you have to explain  
15          things. "They are gradually edging it up",  
16          what does that mean?

17          A.       Well, I told them a politician  
18          wants my house. I'm getting big bills,  
19          because --

20          Q.       Your bills are based on accurate meter  
21          reads.

22          A.       That's what they say, it's  
23          actual.

24          Q.       Do you have any evidence to indicate

1 they are not based on actual meter reads?

2 A. Just the man who works for them  
3 and told me that I should get some money back  
4 because since '94 the battery had not been  
5 working since '94, he removed the battery, he  
6 said I should get credit or I should get  
7 money. I don't know why they don't have him  
8 here.

9 Q. Well, that's really your problem, Mrs.  
10 Brown. If you thought it was appropriate to  
11 have him here you should've subpoenaed him.  
12 It's not the company's obligation to prove  
13 your case for you. Your position is that  
14 because the batteries were out since 1994?

15 A. Yes, that's what he said.

16 Q. And when were they changed?

17 A. They were just changed -- do you  
18 have the date when they were changed?

19 Q. No. You're talking, okay. Do you know  
20 when they were changed?

21 A. It was about a month ago.

22 Q. In August of this year?

23 A. Yes.

24 Q. Does that sound right?

1 A. Yes.

2 Q. So you're saying since 1994 the  
3 batteries have not been working?

4 A. That's what he said.

5 Q. Well, but you don't know that yourself?

6 A. I did not know, I was questioned  
7 one month it would jump up high, I have my  
8 heat down to 65, and then sometimes if it's a  
9 little warm I keep the windows shut, I turn  
10 it down more than that.

11 THE COURT: Do you have any  
12 questions for Ms. Brown, Mr. Farinas?  
13 I'm sorry, does that finish what you  
14 want to say?

15 THE WITNESS: Yes.

16 THE COURT: Okay.

17 \* \* \*

18 EXAMINATION

19 \* \* \*

20 BY MR. FARINAS:

21 Q. Just several minor questions to clear  
22 up. You had mentioned before that the bill  
23 is just too high and during previous  
24 discussion we had I was trying to really get

1 at what's the heart of your complaint. Are  
2 you complaining generally because the billing  
3 is inaccurate or are you objecting to the  
4 rates that are charged?

5 A. I don't know what to put it on.  
6 But I just know that I have been paying gas  
7 for 30 years in the area for other houses and  
8 my house. I don't know if it's the rates  
9 which are going up, and I don't know if it's  
10 the reading or what, but they are high.

11 THE COURT: Ms. Brown, you  
12 can't compare things to 30 years ago.

13 THE WITNESS: I know, I know.

14 THE COURT: I hope that's not  
15 what you are doing here. I'm sorry,  
16 Mr. Farinas, I didn't mean to  
17 interrupt.

18 MR. FARINAS: That's all  
19 right.

20 BY MR. FARINAS:

21 Q. There's a matter of a meter test that  
22 we still want to provide, because you did ask  
23 for it, Mr. Langford, will -- if you can give  
24 us dates on the record they will try to

1           comply with the date.

2           A.           Dates of what?

3           Q.           Dates where we can -- or let me start  
4 here, do you still want your meter tested for  
5 accuracy?

6           A.           Remember, I paid \$25 to have my  
7 meter tested.

8           Q.           Yes.

9           A.           Why does it have to be  
10 retested?

11          Q.           The meter was never tested. Do you  
12 still want it tested?

13          A.           A man came in. Not that one.

14                    THE COURT: Control yourself,  
15 you will have a chance.

16                    THE WITNESS: Before that to  
17 test the meter.

18                    THE COURT: Are you saying your  
19 meter was tested?

20                    THE WITNESS: A man came in to  
21 take it out.

22                    THE COURT: Did he test it?

23                    THE WITNESS: I don't know. He  
24 said he was from the gas company and

1           he was taking the meter out. Did he  
2           test it?

3           BY MR. FARINAS:

4           Q.       Did you ever receive results from the  
5           meter testing people, which is not my  
6           department?

7           A.       I don't know, no, I didn't.

8           Q.       Telling you if the meter passed or  
9           failed?

10          A.       No.

11          Q.       Well, if once we verify that your meter  
12          was not in fact tested do you still want it  
13          tested?

14          A.       Yes, I want it tested, there  
15          should be third party testing. I mean, how  
16          can people test their own stuff, you know?

17                    THE COURT: The Commission --

18                    THE WITNESS: You know what I  
19                    mean?

20                    THE COURT: You have to trust  
21                    them, the Commission ensures that the  
22                    meter tests are done accurately or I  
23                    mean, you have to accept that. Unless  
24                    you have somebody -- I guess they

1 can't, can they?

2 MR. FARINAS: I've heard of one  
3 at the customer's expense he did a --  
4 commercial customer went out and got  
5 an independent second opinion, so to  
6 speak.

7 THE COURT: It's calibrated by  
8 the Commission reader. You paid for  
9 it, don't you want them to test it?

10 THE WITNESS: I paid and  
11 somebody came, okay.

12 THE COURT: Do you  
13 understand -- from what I understand  
14 the person didn't test the meter.

15 THE WITNESS: I don't know.

16 THE COURT: They did test the  
17 meter?

18 MR. FARINAS: Our records  
19 reflect there was no meter test.

20 THE COURT: If they didn't test  
21 it don't you want them to test it and  
22 get your money's worth? It doesn't  
23 seem fair to you if you paid for it  
24 and not to get it --

1 THE WITNESS: Yeah, I wondered  
2 why it took so long. And someone came  
3 and have it removed and then have it  
4 tested, I don't know.

5 BY MR. FARINAS:

6 Q. If at the end of this hearing if you  
7 want to look at your calander to give us  
8 several dates that might be convenient for  
9 you.

10 THE COURT: Why don't you do  
11 that right now.

12 THE WITNESS: This Friday.

13 MR. FARINAS: This Friday?

14 THE WITNESS: Yes, 12th.

15 MR. FARINAS: Two days from  
16 now?

17 THE WITNESS: Yes.

18 MR. FARINAS: I don't know if I  
19 can accomplish that.

20 THE WITNESS: You just are  
21 going to take the meter out.

22 THE COURT: No, it involves  
23 more than that.

24 THE WITNESS: They take it out

1 to their place.

2 THE COURT: Do you? Don't you  
3 test it there?

4 MR. FARINAS: No.

5 THE COURT: You take it out?

6 MR. FARINAS: It's tested and  
7 removed and then there's an apparatus  
8 approved by the Commission.

9 THE COURT: I thought you did  
10 it on site, okay.

11 MR. FARINAS: That's what I'm  
12 saying, the day after tomorrow I don't  
13 know if we can get someone in there.

14 THE COURT: What about sometime  
15 next week?

16 THE WITNESS: Monday?

17 MR. FARINAS: I will call who I  
18 have to call in order to get someone.

19 THE COURT: Well, I mean, you  
20 have to be reasonable here, it seems  
21 like this thing's been pending, so I'd  
22 like you to do it. Her meter was  
23 removed.

24 MR. FARINAS: Do you know the

1 date they set up to go? They are  
2 waiting communication back from Ms.  
3 Brown, she's saying Monday.

4 THE WITNESS: Or Friday,  
5 because they are waiting for me.

6 MR. FARINAS: Monday.

7 THE COURT: Monday.

8 THE WITNESS: Okay, 12:00.

9 MR. FARINAS: A.m., p.m., is an  
10 estimate, we can't name a specific  
11 time. 8:00 to 12:00.

12 THE WITNESS: That means you  
13 have to wait around eight hours.

14 THE COURT: That's normal. I  
15 would expect you to try to be timely.

16 MR. FARINAS: Your Honor, if we  
17 may have a late filed exhibit that  
18 would be the test results.

19 THE COURT: Sure.

20 MR. FARINAS: Which would  
21 include correspondence to the customer  
22 as well as the meter test card which  
23 is filled out showing whether or not  
24 the meter is running fast or slow.

1 THE COURT: Did you understand  
2 what Mr. Farinas said?

3 THE WITNESS: Yes, I am  
4 questionable about the January \$300  
5 bill. Every January is going \$300,  
6 January specifically.

7 THE COURT: But isn't that  
8 normal for a seasonally adjusted  
9 usage?

10 THE WITNESS: Not when I have  
11 it down, it's gradually jumping up in  
12 January. Since this January here 114  
13 in 2000, just two years ago.

14 BY MR. FARINAS:

15 Q. You're referring to the money?

16 A. Mm-hmm.

17 Q. When you say "114" are you referring to  
18 dollars?

19 A. Yes, that has it there.

20 THE COURT: I didn't understand  
21 what you are talking about.

22 THE WITNESS: The current  
23 usage. Like around January they said  
24 it was a hundred.

1 THE COURT: January of what  
2 year?

3 THE WITNESS: I'm sorry, it's  
4 2000.

5 THE COURT: Is that the same  
6 bill you are talking about before?

7 THE WITNESS: It's here  
8 (indicating).

9 THE COURT: This is the one  
10 139, right? That just shows you used  
11 139, what is it, CCF?

12 MR. FARINAS: That's correct.

13 THE WITNESS: But the amount,  
14 current bill 114. Plus of course you  
15 add whatever the rate would be.

16 THE COURT: You understand the  
17 rate's been going up. Even if your  
18 usage is the same, your bill would be  
19 greater.

20 THE WITNESS: But not 300  
21 percent.

22 THE COURT: What are you  
23 comparing it to?

24 THE WITNESS: Every January I'm

1 getting a \$300 bill.

2 THE COURT: Why wouldn't you?

3 If you get it every January then  
4 that's what you use, Ms. Brown.

5 THE WITNESS: One year for  
6 \$100.

7 THE COURT: You know, Ms.  
8 Brown, the usual kind of high billing  
9 cases is where you get a bill at  
10 certain level and then say -- don't  
11 interrupt me. Say you normally get a  
12 bill for \$40, and then one month you  
13 get one for \$4,000, that's a high bill  
14 complaint. If it's just that, you  
15 know, generally -- like I said, it's  
16 usually because you just don't  
17 understand how much you're using.

18 THE WITNESS: I know my usage,  
19 I know I'm not turning it up, I'm  
20 turning it down.

21 THE COURT: You don't know your  
22 usage. Do you know how much your hot  
23 water heater draws?

24 THE WITNESS: It's never been

1 put in any understandable language  
2 which these bills should be in. It  
3 should be in the language for people  
4 to understand it. Only they  
5 understand it.

6 THE COURT: Obviously I think  
7 your bills are understandable,  
8 perhaps -- Mr. Farinas, I'm asking  
9 you, did you go over her appliance  
10 usage?

11 MR. FARINAS: I did not go over  
12 appliance usage when we had the  
13 settlement conference, we were  
14 speaking in general terms trying to  
15 address her issues. I'd be happy to  
16 do that.

17 THE COURT: Maybe that would  
18 have been a good idea. Can you  
19 explain to her --

20 THE WITNESS: He offered me  
21 \$100, that's it.

22 THE COURT: Well, I have to  
23 tell you, Ms. Brown, that's more  
24 than -- sounds like I'm going to be

1           able to give you. I mean, the way I  
2           have to decide this case is going to  
3           be very difficult to give you any kind  
4           of money at all. I can't see any  
5           evidence that the meter was  
6           inaccurate, assuming that the meter  
7           test shows it was. I mean, if the  
8           meter test is inaccurate then yes,  
9           they should give you some money, I'm  
10          sure they will. I found PGW to be  
11          very reasonable in trying to work  
12          things out with its customers, because  
13          they recognize you are a customer and  
14          I'm sure they want to keep you as a  
15          customer.

16                    But I'm afraid at this point I  
17                    just don't see that you have shown  
18                    anything. If your whole account  
19                    statement showed estimated readings  
20                    that would be one thing, yes, sure,  
21                    you would have some basis for  
22                    disputing it. If you start with an  
23                    actual and end with an actual then  
24                    that's just generally what you use.

1 THE WITNESS: I questioned the  
2 AMR meter being put in my house. What  
3 happened, a gentleman came over to the  
4 house, he wanted --

5 THE COURT: First of all, when  
6 was this, please?

7 THE WITNESS: When was the AMR,  
8 the date?

9 THE COURT: You have to  
10 testify, he can't testify for you.

11 THE WITNESS: '95, that's what  
12 they said, '95. He came to the house  
13 and asked if I wanted to have the AMR  
14 put in. I said "No." He said "Let me  
15 check your meter." He went downstairs  
16 and banged on the meter, bang bang, he  
17 says "It's not working now, I have to  
18 replace it." The next thing I know,  
19 he brought a meter in and the AMR  
20 thing and that's how it was done.

21 THE COURT: I don't understand  
22 this.

23 MR. FARINAS: Can I ask a  
24 question?

1 THE COURT: Sure.

2 BY MR. FARINAS:

3 Q. Are you sure, Ms. Brown, that the  
4 worker asked you if you wanted an AMR meter?

5 A. Attached, put on, yes.

6 Q. Weren't you informed it's not a choice  
7 for you?

8 THE COURT: They never give you  
9 a choice for that.

10 THE WITNESS: I said no.

11 THE COURT: No, I'm sorry, I  
12 reject that. I know that is  
13 required --

14 THE WITNESS: He asked me.  
15 Because I wouldn't open the door to a  
16 lot of people, then for him, I didn't  
17 even -- he said, "Let me check your  
18 meter." I said "Okay." He came in,  
19 and then I heard a lot of banging the  
20 downstairs, a lot of banging in  
21 recreation room on the side, and then  
22 he said "Well, I'm sorry, your meter  
23 has to be replaced." That's how it  
24 was installed. I'm just --

1 THE COURT: The fact is you  
2 have an AMR.

3 THE WITNESS: I was upset by  
4 some of the questionable tactics,  
5 that's all. I told the gentleman here  
6 I would just like to not have the gas,  
7 just to take the meter out.

8 THE COURT: I don't know if he  
9 can do that or not, frankly.

10 THE WITNESS: I would have  
11 alternative heat if I wanted.

12 THE COURT: Why don't you do  
13 that.

14 THE WITNESS: Wood burning  
15 fireplace, I have that. This way I  
16 will know exactly, you know, what I am  
17 using and what I am not using, which I  
18 am, it's too many variables, am I  
19 using this, that and the other. I go  
20 out to eat with people at lunch every  
21 day.

22 THE COURT: You can make  
23 whatever decisions about your life you  
24 feel appropriate.

1 THE WITNESS: Sure.

2 THE COURT: Okay. Mr. Farinas?

3 BY MR. FARINAS:

4 Q. One more to follow up. You mentioned a  
5 politician wants your house, can you tell me  
6 how you believe --

7 THE COURT: Let's not get into  
8 that. Let's just be concerned with  
9 the accuracy of the bills here. Of  
10 course, Ms. Brown, nobody wants you to  
11 pay a bill that's not based on an  
12 actual, actual usage or accurate  
13 information, but that seems to me  
14 again, that that's what the case is  
15 here, your bills are accurate and that  
16 you should be satisfied with that,  
17 okay. Mr. Farinas?

18 MR. FARINAS: No more  
19 questions. I'd like to call Anthony  
20 Langford.

21 THE COURT: This is a little  
22 awkward here, I know. Raise your  
23 right hand. Do you swear or affirm  
24 the testimony you are about to give

1 will be the truth, the whole truth,  
2 and nothing but the truth?

3 MR. LANGFORD: I do.

4 THE COURT: Ms. Brown, Mr.  
5 Langford is going to give his  
6 testimony. At the end of it if you  
7 have questions to ask him you will be  
8 free to do so, okay, so make sure you  
9 listen carefully, because he is,  
10 obviously, going to address your  
11 issues. What was your name, Anthony,  
12 A-n-t-h-o-n-y?

13 THE WITNESS: Yes.

14 THE COURT: L-a-n?

15 THE WITNESS: G-f-o-r-d.

16 THE COURT: Go ahead, Mr.

17 Farinas.

18 \* \* \*

19 EXAMINATION

20 \* \* \*

21 BY MR. FARINAS:

22 Q. Mr. Langford, can you tell me your  
23 title at PGW.

24 A. Customer review officer.

1 Q. What does that entail?

2 A. I investigate informal and  
3 formal complaints submitted by the PUC and  
4 written reports submitted with reports back  
5 to those agencies.

6 THE COURT: Submitted to the  
7 PUC, not by.

8 THE WITNESS: Submitted by the  
9 PUC.

10 BY MR. FARINAS:

11 Q. Did you do an investigation of the  
12 formal complaint that's filed by Ms. Brown?

13 A. Yes, I did.

14 Q. And could you please give us a brief  
15 overall report on your complaint.

16 MR. FARINAS: Your Honor, at  
17 this time the exhibit that I already  
18 provided for you and to the court  
19 reporter and to Ms. Brown I'd like  
20 marked as PGW Exhibit-1. It's a  
21 document that's entitled History  
22 Request Report for Account and gives  
23 the account number. It consists of  
24 five pages.

1 THE COURT: That's for the  
2 period 1-1-96 through September?

3 MR. FARINAS: 2002.

4 THE COURT: Be so marked.

5 MR. FARINAS: Thank you, your  
6 Honor.

7 BY MR. FARINAS:

8 Q. Mr. Langford, can you first of all give  
9 us the current balance owed by the  
10 complainant and then review her history of  
11 meter readings.

12 A. Current balance as of \$2,080.34.

13 THE COURT: As of 9-24-2000.

14 THE WITNESS: Yes.

15 THE COURT: It's \$2,000?

16 THE WITNESS: \$2080.34.

17 BY MR. FARINAS:

18 Q. Can you direct us on this exhibit where  
19 it shows the history of the meter readings.

20 A. There's a column that has read  
21 coding left to right and the read code you'll  
22 notice as R actual meter read, and in this  
23 case it's not differentiated between AMR or  
24 actual reading, someone go there reading or R

1 stands for read, being actual read, as  
2 opposed to E or Y, being estimated.

3 THE COURT: What's the  
4 difference between E and Y, if you  
5 know?

6 THE WITNESS: E -- well, I'm  
7 working --

8 THE COURT: There's no Es on  
9 here. I'm curious. Y is the system  
10 estimate, right?

11 THE WITNESS: Yes.

12 THE COURT: Let's not get into  
13 E, I'm curious. Are you going to ask  
14 him to explain what an AMR is?

15 MR. FARINAS: Yes.

16 BY MR. FARINAS:

17 Q. Can you tell us what an AMR is, Mr.  
18 Langford.

19 A. That's the automatic meter  
20 reading system that PGW uses. What it is is  
21 a transmitter fitted on the meter that  
22 submits or transfers a code when work is up,  
23 so to speak, then goes out read date and  
24 transmits a signal that fits the device that

1 allows the device on the meter to transmit a  
2 meter read that's actual on the meter back to  
3 the van and it's stored and used for  
4 billing.

5 Q. When did the complainant, Ms. Brown,  
6 receive an automatic meter reading device at  
7 her address?

8 A. 1994. I don't have exact date,  
9 it was in 1994.

10 MR. FARINAS: Your Honor, at  
11 this time I'd like to submit, since we  
12 seem to be going in that direction,  
13 PGW Exhibit-2.

14 THE COURT: Okay.

15 MR. FARINAS: Which is a  
16 combination -- copy to Ms. Brown and  
17 two copies to the court reporter.  
18 This is a combination of documents,  
19 account documents, the first one being  
20 a listing of payments that says  
21 payments from 1-1-96 to 9-24-2002.

22 THE COURT: On this the pay  
23 amount, is that the actual payment?

24 MR. FARINAS: Pay amount is the

1 amount that the customer paid.

2 THE COURT: Okay.

3 BY MR. FARINAS:

4 Q. Mr. Langford, you heard Ms. Brown's  
5 testimony concerning the changing of the  
6 battery regarding her AMR?

7 A. Yes.

8 Q. Could you tell us what your  
9 investigation revealed with respect to her  
10 averment that the battery was changed in --  
11 was removed because it was dead.

12 A. According to my investigation I  
13 found that we were getting actual reads for  
14 billing purposes as far as changing of that  
15 AMR battery --

16 THE COURT: You were getting  
17 actual reads for this whole period or  
18 when?

19 THE WITNESS: Yes.

20 THE COURT: Since 1994?

21 THE WITNESS: Yes.

22 THE COURT: Up until now?

23 THE WITNESS: Yes, including  
24 now.

1 THE COURT: Okay.

2 BY MR. FARINAS:

3 Q. Did your investigation reveal if there  
4 was a battery change?

5 A. Yes, there was a battery change.

6 Q. When did the battery change occur?

7 A. Took place on June 8th.

8 Q. If we were --

9 THE COURT: Of 2002?

10 THE WITNESS: 2002.

11 BY MR. FARINAS:

12 Q. If PGW were receiving actual meter  
13 reads why would they be changing the battery?

14 A. The life span on batteries  
15 devices is 10 to 15 years. PGW is initiating  
16 changing batteries before the life span  
17 concludes, so it's not interrupting the  
18 billing cycle or billing purposes.

19 THE COURT: Is it PGW -- what I  
20 hear you're saying, the life span of  
21 the battery is 10 to 15 years or of  
22 the AMR?

23 THE WITNESS: AMR.

24 THE COURT: When you change the

1 battery you are replacing the AMR?

2 THE WITNESS: It's like a  
3 device fits, it includes a battery in  
4 it.

5 THE COURT: You change the  
6 battery, you don't change the AMR?

7 THE WITNESS: They take the  
8 whole AMR.

9 MS. BROWN: The man showed me  
10 the AMR.

11 THE COURT: Changing the  
12 battery equals changing the AMR?

13 THE WITNESS: Right.

14 BY MR. FARINAS:

15 Q. In your investigation did you find any  
16 note screens that indicated that the reason  
17 the battery was changed was because it was  
18 dead, or that there was any money due back to  
19 the customer because there were estimated  
20 readings?

21 A. No. The note screen indicated  
22 it was a battery or AMR exchange, and it  
23 noted that the meter number -- because it's  
24 two different devices, ERT, AMR, using the

1 same number plates you put the same device in  
2 normal, as the service man. It's ERT, so  
3 that's --

4 THE COURT: What's it stand  
5 for?

6 THE WITNESS: Even coding radio  
7 transmitter. That's the only notation  
8 that I uncovered on her.

9 THE COURT: I'm sorry, what did  
10 you uncover?

11 THE WITNESS: That's the only  
12 notation.

13 THE COURT: What was it?

14 THE WITNESS: Service person  
15 notated that they had changed --

16 THE COURT: Changed it June  
17 8th?

18 THE WITNESS: Right. June  
19 8th.

20 THE COURT: Okay. Was that  
21 because she filed a formal complaint?

22 THE WITNESS: No, I believe  
23 that's because it was a routine  
24 changing of.

1 THE COURT: Just routine, they  
2 change it every eight years?

3 THE WITNESS: Every 10 to 15 --  
4 10 years when they want a change --  
5 every ten years, but life span is 10  
6 to 15 years.

7 THE COURT: Hers was changed at  
8 eight?

9 THE WITNESS: Right.

10 THE COURT: Why?

11 THE WITNESS: Before life span  
12 concluded.

13 THE COURT: Everything on her  
14 block was changed or everybody in the  
15 region was changed?

16 THE WITNESS: No.

17 THE COURT: To me it makes  
18 sense it would be done in response to  
19 her informal and formal complaints.

20 MR. FARINAS: I don't know why  
21 it was changed. Obviously I will  
22 check since being familiar with just  
23 general policy of these AMRs I think  
24 the first generation of AMRs and many

1 are reaching the end of their life  
2 span. I think they are what is the  
3 correct time to change before they  
4 actually run out of energy.

5 THE COURT: That's for the  
6 testimony.

7 MR. FARINAS: Sorry.

8 THE COURT: Nothing wrong with  
9 the AMR being replaced.

10 THE WITNESS: Not to my  
11 knowledge.

12 THE COURT: It was to prevent  
13 the battery from running down?

14 THE WITNESS: Yes.

15 THE COURT: Okay. Now, you  
16 would have known somebody with AMR  
17 series of estimated readings?

18 THE WITNESS: Correct.

19 THE COURT: System kicks in at  
20 any point to flag that from happening,  
21 if you understand what I'm saying?

22 THE WITNESS: Yes, the system  
23 setup is three estimated reads,  
24 generally to report.

1 THE COURT: Okay.

2 BY MR. FARINAS:

3 Q. Mr. Langford, if the AMR was not  
4 transmitting a meter reading how would a  
5 customer be billed?

6 A. Then that estimated system  
7 generated an estimate.

8 THE COURT: That would be a Y?

9 THE WITNESS: Yes. That would  
10 be a Y.

11 THE COURT: A report would  
12 generate to change or to send somebody  
13 out or to change the AMR or to get an  
14 actual meter read or what, all of  
15 those?

16 THE WITNESS: All of the above.

17 THE COURT: Okay. I'm sorry  
18 for interrupting, Mr. Farinas.

19 BY MR. FARINAS:

20 Q. Mr. Langford, what I'd like to do next  
21 is switch gears to usage.

22 THE COURT: Still on Exhibit-2  
23 or are we done with Exhibit-2? I'm  
24 confused, are you going to be

1 addressing the note screen?

2 MR. FARINAS: Yes, I will be  
3 addressing the note screen.

4 BY MR. FARINAS:

5 Q. Then I want to change to go over PGW  
6 records of the meter test just to add to the  
7 factual -- request for meter testing.

8 THE COURT: All right. Because  
9 I thought there was none. Exhibit-3  
10 is note screen, Ms. Brown requested a  
11 meter test.

12 MR. FARINAS: Correct.

13 BY MR. FARINAS:

14 Q. Mr. Langford, review the company's  
15 records regarding the request of Ms. Brown  
16 for a meter test?

17 MS. ROGERS BROWN: I didn't  
18 request it.

19 THE COURT: Please don't  
20 interrupt.

21 THE WITNESS: What I did put in  
22 chronological order when the meter  
23 test became on 5-17 she paid \$10.00 --

24 BY MR. FARINAS:

1 Q. What year?

2 A. 2002, customer made a \$10  
3 payment to PGW city meter test.

4 THE COURT: City test, why  
5 called city test? Aren't all your  
6 customers in the city?

7 MR. FARINAS: Yes, your Honor,  
8 back to earlier times when the city  
9 also regulated PGW and meter testing  
10 was placed.

11 THE COURT: I understand.

12 THE WITNESS: Also, the city  
13 used to do these tests, now it's done  
14 by PGW.

15 THE COURT: Then somebody left  
16 a message to schedule a meter test? I  
17 am going up from the bottom on the  
18 note screen, isn't that how you read  
19 this?

20 MR. FARINAS: That's correct,  
21 your Honor.

22 THE COURT: Are you following  
23 this, Ms. Brown?

24 MR. FARINAS: Referring to

1 Exhibit-2, page two of six.

2 THE COURT: On 5-17 she paid  
3 the \$10.00 for the test.

4 THE WITNESS: Correct.

5 THE COURT: 5-22 someone from  
6 PGW left a message on her answering  
7 machine to schedule it, is that what  
8 that means?

9 THE WITNESS: Yes.

10 THE COURT: I thought it was  
11 \$10.00.

12 MR. FARINAS: Your Honor,  
13 \$10.00, now the price is \$25.00, I  
14 believe what this paid at the time.

15 THE COURT: You owe her  
16 \$15.00.

17 THE WITNESS: She paid \$25.00  
18 and \$10.00, someone told her \$25.00 is  
19 for the same meter test that was the  
20 fee.

21 THE COURT: But don't you owe  
22 her \$25.00 at this point?

23 THE WITNESS: Posted to her  
24 account.

1 THE COURT: Where's that on  
2 here?

3 THE WITNESS: Under first page,  
4 your Honor.

5 THE COURT: Is that the city  
6 test, ten, ten, ten underneath that  
7 25, okay. Do you understand?

8 MS. ROGERS BROWN: Yes, I see  
9 it.

10 THE COURT: You paid \$35.00,  
11 but credit for \$25.00, leaving the  
12 \$10.00 fee for the meter test. Okay.  
13 All right. So that's taken care of.

14 MR. FARINAS: And yes, we have  
15 established dates for that, that's  
16 fine.

17 THE COURT: Okay. The next  
18 thing is on May 28th.

19 THE WITNESS: Receive a call  
20 from PGW to --

21 THE COURT: I have to say  
22 that's a kind of strange way to put,  
23 when you say PGW called.

24 MR. FARINAS: Your Honor, yes,

1 it is, I'm not -- I don't have an  
2 explanation for the passive voice.

3 THE COURT: I understand. Did  
4 you do that?

5 THE WITNESS: No.

6 THE COURT: Somebody from PGW  
7 called Ms. Brown.

8 THE WITNESS: Yes, and unable  
9 to contact her, and left a message on  
10 her machine.

11 THE COURT: This is still in  
12 regards to scheduling meter testing, I  
13 assume?

14 THE WITNESS: Yes. And June  
15 4th.

16 THE COURT: What about 5-31,  
17 what's that stand for?

18 THE WITNESS: Customer called  
19 schedule meter test and they scheduled  
20 for 6-4-02, June 4, 2002.

21 THE COURT: All right.

22 THE WITNESS: 6-4-02, I don't  
23 have my glasses on, I have to say, and  
24 reading -- I don't have my reading

1 glasses. Through M/R, I have trouble  
2 reading that word.

3 MS. ROGERS BROWN: Meter  
4 reading.

5 THE COURT: Meter test that  
6 must be.

7 THE WITNESS: Yes.

8 THE COURT: Okay. So she  
9 called back on the 31st to schedule  
10 for June 4th. On June 4th customer  
11 called they, I assume is PGW, twice  
12 and no answer?

13 THE WITNESS: Actually, yes,  
14 your Honor, they actually went out to  
15 the property.

16 THE COURT: Twice on that day?

17 THE WITNESS: Yes, trying to  
18 gain access.

19 THE COURT: Unable to gain  
20 access.

21 THE WITNESS: No.

22 THE COURT: Yes. Yes, they  
23 couldn't, but they told the  
24 customer -- did you refuse to let them

1 in your house?

2 THE WITNESS: No.

3 THE COURT: If the customer was  
4 there obviously told her, told  
5 customer they would call and  
6 reschedule, do you have any idea --

7 MS. ROGERS BROWN: Leave a note  
8 or something.

9 THE WITNESS: Normally leave a  
10 card stating that they were there.

11 THE COURT: This is confusing  
12 to me. They told the customer by card  
13 or told her in person? You don't know  
14 this, do you?

15 THE WITNESS: Yes, I do. They  
16 leave a card and called can't get in  
17 card, could not get in property.

18 THE COURT: You weren't there?

19 THE WITNESS: No, I wasn't  
20 there --

21 MR. FARINAS: He's commenting  
22 on the normal course of business.

23 THE COURT: But you don't know  
24 what happened that day at Ms. Brown's

1 house?

2 THE WITNESS: No, I'm going by  
3 what's notated on --

4 THE COURT: Off the business  
5 records?

6 THE WITNESS: Right. What's  
7 called note screen here.

8 THE COURT: Okay. Well, I know  
9 this is improper, let me just  
10 interrupt for a second and ask you,  
11 Ms. Brown, were you there when they  
12 came to test the meter?

13 MS. ROGERS BROWN: No, I  
14 would've opened the door, I expected  
15 them. I was there up until a certain  
16 time. I had to go -- and I came back  
17 I didn't see anything.

18 THE COURT: You weren't there  
19 when they came, but you found the card  
20 they left?

21 MS. ROGERS BROWN: I didn't see  
22 a card.

23 THE COURT: Okay.

24 BY MR. FARINAS:

1 Q. Referring to the next page, page three  
2 of six of PGW Exhibit-2.

3 THE COURT: This is more meter  
4 test stuff, can't be.

5 MR. FARINAS: Following --

6 THE COURT: I see, reiterates,  
7 okay.

8 BY MR. FARINAS:

9 Q. What happened then, Mr. Langford?

10 A. Okay. They're trying to reach  
11 her, 6-18 meter reading department tried to  
12 contact customer, the telephone number  
13 provided, and they replied it was out of  
14 service, it was on June 18, 2002.

15 THE COURT: Is that the right  
16 phone number?

17 MS. ROGERS BROWN: It's in  
18 service.

19 THE COURT: Okay.

20 THE WITNESS: Then again on  
21 June 27, 2002, meter reading  
22 department called customer to leave  
23 actual -- reschedule the service order  
24 for the meter --

1 THE COURT: Again, I want to  
2 establish the 6-18 notation, you don't  
3 have any personal knowledge of that,  
4 just reading a business record.

5 THE WITNESS: No.

6 THE COURT: You weren't the one  
7 who made the call?

8 THE WITNESS: No. On June 27,  
9 2002 we tried again and the meter  
10 reading department called and was  
11 unsuccessful and left a message on the  
12 voice mail to contact PGW.

13 THE COURT: Yes. Next looks  
14 like a payment Ms. Brown made?

15 THE WITNESS: Yes, by credit  
16 card.

17 THE COURT: It has nothing to  
18 do with the meter test?

19 THE WITNESS: No.

20 THE COURT: Just normal  
21 payment?

22 THE WITNESS: Yes.

23 THE COURT: Okay.

24 THE WITNESS: And on September

1 19th of 2002 I myself --

2 THE COURT: Wait.

3 MR. FARINAS: He's testifying.

4 THE COURT: This is more?

5 MR. FARINAS: Yes.

6 THE COURT: You are updating?

7 THE WITNESS: Yes.

8 BY MR. FARINAS:

9 Q. What had occurred?

10 A. On September 19, 2002 I myself  
11 tried to contact the customer and was not  
12 successful, I left a message for Ms. Brown to  
13 contact me so we can schedule the meter --

14 THE COURT: This is purely  
15 about the meter?

16 THE WITNESS: Yes, all  
17 pertaining to the meter.

18 THE COURT: Okay.

19 BY MR. FARINAS:

20 Q. Mr. Langford, what I want to do is  
21 review the usage. Did you conduct any  
22 analysis of Ms. Brown's usage as a complaint  
23 that primarily deals with excessive winter  
24 bills did you do any -- conduct any analysis

1 on the usage generally?

2 A. Yes, I did.

3 Q. Mr. Langford, I direct your attention  
4 to PGW Exhibit-2 page four of six. This is a  
5 document entitled gas usage analysis of  
6 account, did you prepare this?

7 A. Yes, I did.

8 Q. Would you like to review it?

9 THE COURT: Do you see where he  
10 is?

11 MS. ROGERS BROWN: Yes.

12 BY MR. FARINAS:

13 Q. Can you tell us what the overall  
14 purpose of this usage analysis is.

15 A. Compare usage for one period to  
16 the other, from one period to another period.

17 THE COURT: Let me make sure I  
18 understand this, you did this in your  
19 office?

20 THE WITNESS: Yes.

21 THE COURT: Comparing prior  
22 periods' bills, you didn't go out to  
23 the house and do a usage analysis?

24 MS. ROGERS BROWN: I never saw

1 a note.

2 THE COURT: You really should,  
3 PECO would be glad to tell you how.  
4 They have a form and it has appliance  
5 listed, expected usage, and then  
6 customize it, you know, how many tvs  
7 there are, you know, that kind of  
8 thing. You might want to suggest,  
9 that to your bosses to make everybodys  
10 life easier, I think. That way the  
11 customer can actually see a hot water  
12 tank uses this much, washer and dryer  
13 uses this much, based on using it  
14 twice a month.

15 MS. ROGERS BROWN: They came  
16 out and saw everything, wrote down  
17 using this, that and the other.

18 THE COURT: Exactly. I think  
19 that might help the customers  
20 understand better and avoid the  
21 necessity for these kinds of  
22 hearings.

23 MR. FARINAS: I will make that  
24 recommendation to the operations

1 department.

2 THE COURT: Like I said, PECO  
3 I'm sure would be happy to give you a  
4 copy of the analysis form they use.  
5 If not, I'm sure I can provide one  
6 from other cases.

7 MR. FARINAS: I appreciate that  
8 and I will investigate that.

9 THE COURT: I mean, this is  
10 about analysis in terms of comparing  
11 usage over time. That's a snapshot in  
12 terms of usage. But anyway, I'm sorry  
13 to interrupt you. You did this  
14 comparing prior periods' usage to see  
15 if they were substantially similar?

16 THE WITNESS: Right.

17 THE COURT: Of a seasonal  
18 pattern?

19 THE WITNESS: Year to year,  
20 from one summer date to the other  
21 summer date. And I found that they  
22 were consistent in a large part. And  
23 one year, from 7-7-2000 to 7-7-2001,  
24 the usage actually dropped and it was

1 reflected in the usage analysis, so  
2 that period for that year, from July 7  
3 of 2000 until July 7 --

4 THE COURT: How did you  
5 separate heating from non heating, is  
6 it just a factor you use?

7 THE WITNESS: It's a built --  
8 in factor in the program.

9 BY MR. FARINAS:

10 Q. What's it intended to do?

11 A. Non heating for your hot water  
12 and your cooking and separates that from your  
13 actual heating. So broken down on a graph,  
14 on analysis domestic usage in cubic feet,  
15 broken down in cubic feet per --

16 Q. Mr. Langford, just so we get the gist  
17 of your analysis, can you take the period you  
18 compared from 7-8-97 to 7-9-98 and just walk  
19 us through quickly what it means and what the  
20 column --

21 THE COURT: Hit the high point  
22 really at the end column, isn't it?

23 MR. FARINAS: Yes.

24 THE COURT: The average usage

1 per day for each annual period.

2 MR. FARINAS: That's correct.

3 Go from period to period July.

4 THE COURT: Wait, do you  
5 understand so far?

6 THE WITNESS: Yes. July 8,  
7 1997 to July 9, 1998 average usage per  
8 degree day was 22.3 cubic feet. Now  
9 degree day is any day that attempts to  
10 drop below 65 degrees.

11 MS. ROGERS BROWN: In July?

12 THE WITNESS: For any day. So  
13 that's considered a degree day.

14 THE COURT: That's standard  
15 industry practice.

16 BY MR. FARINAS:

17 Q. I believe the definition of degree day  
18 also --

19 THE COURT: Yes.

20 THE WITNESS: July 9, 1998 to  
21 July 29, 1999, 25.1 cubic feet per  
22 degree day was the average. July 29,  
23 1999 to July 7, 2000, the average  
24 degree day was 25.3, that's cubic feet

1 per degree day. July 7, 2000 to July  
2 7, 2001, it was 17 cubic feet per  
3 degree day.

4 BY MR. FARINAS:

5 Q. That amount dropped, can you offer any  
6 explanation as to why during that period from  
7 July 2000 to July 2001 there was a drop in  
8 her usage per degree day?

9 A. Usage actually had dropped. If  
10 you notice in usage in CCF cubic feet -- CCF  
11 is --

12 THE COURT: You are talking  
13 about the map, aren't you? Wasn't he  
14 asking you for your reasons?

15 THE WITNESS: That's one of the  
16 reasons why.

17 BY MR. FARINAS:

18 Q. Mathematically I know that's why.

19 A. Mathematically, but, no air  
20 consumption.

21 Q. Consistent with anything you found out  
22 about Mrs. Brown's testimony earlier or  
23 information that she provided about her being  
24 in the apartment or not being in the

1 apartment?

2 THE COURT: Isn't it a house or  
3 not an apartment?

4 BY MR. FARINAS:

5 Q. House, excuse me.

6 MS. ROGERS BROWN: I was out of  
7 the country six months.

8 MR. FARINAS: Thank you.

9 THE COURT: Thank you for  
10 answering.

11 THE WITNESS: June to September  
12 2001.

13 THE COURT: From June to  
14 September 2001.

15 THE WITNESS: Yes.

16 THE COURT: That would explain  
17 the usage is lower.

18 THE WITNESS: And then from  
19 July 7, 2001 to June 8, 2002 her usage  
20 cubic feet per degree day is 28 --

21 BY MR. FARINAS:

22 Q. Mr. Langford, in terms of usage  
23 generally Ms. Brown indicated that she turns  
24 her thermostat all the way down. Will that

1 mean the heater will cut off or that the  
2 heater will cease to function?

3 A. If you turn the thermostat  
4 completely to off then the heater will cease  
5 to function.

6 Q. She turned it down to its lowest  
7 setting could be, do you know what the  
8 average lowest setting on the thermostat is?

9 MS. BROWN: I turned it off.  
10 Can I explain?

11 THE COURT: No, please wait.

12 THE WITNESS: I know zero  
13 setting and the highest setting would  
14 be about a hundred, so if you turn it  
15 towards zero --

16 BY MR. FARINAS:

17 Q. Mr. Langford, in your opinion the usage  
18 patterns that showed in there, do the usage  
19 patterns that are shown from the actual meter  
20 reads, do they indicate that the person  
21 turned their heating equipment off?

22 A. No.

23 THE COURT: Let's not bother  
24 with that, the document says what the

1 document says.

2 MR. FARINAS: All right.

3 MS. ROGERS BROWN: Can I  
4 explain something?

5 THE COURT: No. You will have  
6 your chance. Write it down.

7 BY MR. FARINAS:

8 Q. Finally, Mr. Langford, was there a  
9 informal complaint filed in this matter?

10 A. Yes, there was.

11 MR. FARINAS: Your Honor, page  
12 five of six and page six of six, PGW  
13 Exhibit-2 is the decision of the  
14 Bureau of Consumer Services.

15 THE COURT: Does this show when  
16 it was opened? I see decision date,  
17 April 29th. Usually I think --

18 BY MR. FARINAS:

19 Q. The decision doesn't -- does not,  
20 however, PGW received an informal complaint  
21 on --

22 THE COURT: You know, I can get  
23 that. That's a matter of public  
24 record at this point.

1 BY MR. FARINAS:

2 Q. Mr. Langford, it does have that  
3 information.

4 A. March 28, 2002.

5 THE COURT: The decision was  
6 April 29th of '02?

7 THE WITNESS: Right.

8 THE COURT: Okay.

9 BY MR. FARINAS:

10 Q. Mr. Langford, the decision itself  
11 provides a payment arrangement for the  
12 customer, has the customer kept up with  
13 payment arrangement as prescribed by the  
14 Bureau of Consumer Services?

15 A. No.

16 MS. ROGERS BROWN: Didn't I pay  
17 every month?

18 BY MR. FARINAS:

19 Q. The last few payments since then, can  
20 you review the payments that have been made.

21 THE COURT: Are we looking at  
22 what is this point, payment you paid  
23 one?

24 BY MR. FARINAS:

1 Q. PGW Exhibit-2.

2 THE COURT: Page one.

3 MR. FARINAS: Page one.

4 THE COURT: Doesn't it direct  
5 her to pay current plus \$19.25? It's  
6 current bills plus \$25.00 each month.  
7 And that has not been complied with,  
8 obviously.

9 THE WITNESS: The last three  
10 payments, she was put on the agreement  
11 May, I believe. She put on payment in  
12 May, made payment May, June, July.

13 THE COURT: I'm looking at May,  
14 I see \$25.00 payment for May 17th.

15 THE WITNESS: Missed the last  
16 three payments for September, August  
17 and --

18 THE COURT: I see a payment on  
19 September 9th, isn't there a \$51.23  
20 payment? She obviously  
21 missed --

22 THE WITNESS: Payments going  
23 toward the payment --

24 THE COURT: Are you talking

1                   only about \$25.00?

2                   MS. ROGERS BROWN:   It's all  
3                   added together.

4                   THE WITNESS:   Right.   Current  
5                   bill plus \$25.00.

6                   THE COURT:   Wait.   Let me check  
7                   this out.   I understand this, but I am  
8                   not sure I understand this.   Let's  
9                   look at the one dated 9-9-02, right?  
10                  That shows she paid \$51.23, I don't  
11                  see the actual bill is for that, is  
12                  that the current amount listed on  
13                  here, on page one of Exhibit-1?

14                  MR. FARINAS:   Page one of  
15                  exhibit-1?

16                  THE COURT:   Yes, I'm looking at  
17                  9-9-2002.

18                  MR. FARINAS:   Right.   That  
19                  would be amount paid.

20                  THE COURT:   What's on here  
21                  shows the amount billed or doesn't  
22                  it?

23                  MR. FARINAS:   9-5-2002 billing  
24                  amount of \$26.23.

1 THE COURT: That's the current  
2 bill. Then the next one why isn't  
3 there \$25.00 attached to it, or is  
4 that current --

5 MR. FARINAS: Current usage  
6 balance.

7 THE COURT: Payments are not  
8 shown on this.

9 MR. FARINAS: Payments are  
10 shown indicated by pay and  
11 transactions type may appear as debit  
12 in account.

13 THE COURT: I'm used to looking  
14 at PECO statements. You are right, I  
15 beg your pardon. The bill for 9-5 was  
16 for 26 and if you add 25 that looks  
17 like 51 to me, she's current. She  
18 paid, it looks like to me. Was there  
19 any that she missed?

20 BY MR. FARINAS:

21 Q. It's your testimony, Mr. Langford, that  
22 Ms. Brown kept up her payment arrangements?

23 A. Yes.

24 MR. FARINAS: Thank you.

1 THE COURT: Because that's  
2 good, MS. Brown. If you hadn't I'd  
3 have to order you to pay the lump  
4 sum. I'm looking at 4-08, there's a  
5 bill for \$151.00, right, which I  
6 assume is the current charge for that  
7 period. And that wasn't paid. That  
8 wasn't -- in fact, there's a May bill  
9 \$48.00, that wasn't paid. I see a  
10 payment for \$25.00, which obviously is  
11 not a current bill plus \$25.00. Then  
12 I see \$100.00 payment, that obviously  
13 did not wipe out the balance, because  
14 it's in the thousands at that point.  
15 And then \$32.00 plus \$25.00, does look  
16 like \$57.82.

17 MR. FARINAS: It appears in  
18 June Ms. Brown began paying on her  
19 payment arrangement, \$32.00 plus  
20 \$25.00 would be \$57.00.

21 THE COURT: Why are there two  
22 for July 8th, two bills, I should say,  
23 for the same amount? It doesn't  
24 affect the balance, it doesn't add it

1 in twice, it's just listed twice.

2 MR. FARINAS: Right.

3 BY MR. FARINAS:

4 Q. Is it your testimony, Mr. Langford, you  
5 don't know why, but you can find out?

6 A. Well, I can investigate that.

7 THE COURT: Then I don't see  
8 any payment for that, I don't see that  
9 that was paid at all, right? So she  
10 has not complied.

11 MR. FARINAS: That's correct.

12 THE COURT: You are going to  
13 have to make that lump sum payment,  
14 then.

15 MS. ROGERS BROWN: I called  
16 about that big bill, you know --

17 THE COURT: You are going to  
18 have to figure out --

19 MR. FARINAS: Yes, your Honor.  
20 What I'd like to do is figure out what  
21 has been paid since the entry of the  
22 BCS decision, see if what's been  
23 lacking what would have been paid has  
24 she complied completely.

1 THE WITNESS: When I reviewed  
2 the agreement before I came to court  
3 this morning, she had three payments  
4 of \$25.00, which wasn't shown on the  
5 agreement history payment.

6 THE COURT: Which is why there  
7 is a balance of \$2080 as opposed --

8 THE WITNESS: Three payments of  
9 \$25.00.

10 THE COURT: When were they, do  
11 you know?

12 THE WITNESS: Not the exact  
13 date, but September, August, and July  
14 were not paid.

15 THE COURT: Were not paid?

16 THE WITNESS: Yes. \$25.00  
17 towards that payment arrangement.

18 THE COURT: That's not right at  
19 all.

20 MS. ROGERS BROWN: September is  
21 right there, I called on the phone.

22 THE COURT: I see August  
23 payment of \$50.11, that has to be  
24 \$25.00 plus the \$25.00.

1 THE WITNESS: What I have to do  
2 is look at that to see why I have not  
3 posted to her payment arrangement.

4 MR. FARINAS: Your Honor, give  
5 us a moment.

6 THE COURT: Are you pretty much  
7 done with your testimony at this  
8 point?

9 MR. FARINAS: Yes, your Honor.

10 THE COURT: Do you have any  
11 questions for Mr. Langford concerning  
12 his testimony?

13 MS. ROGERS BROWN: I just want  
14 this, I wasn't in the country and I  
15 turned my -- in the house I turned on  
16 and off, on my wall the meter, and I  
17 turned it off. And the bills that I  
18 was getting were big bills.

19 THE COURT: You were out of the  
20 country, according to this BCS  
21 decision, June 2001 to September?

22 MS. ROGERS BROWN: Until  
23 January.

24 THE COURT: June to September

1 and then October to January; is that  
2 right?

3 MS. ROGERS BROWN: Yes. I was  
4 getting bills like I was in the house  
5 from some higher, that's what I was  
6 questioning about.

7 THE COURT: Well, I don't know  
8 how much you are expecting to get out  
9 of this, Ms. Brown. You said \$100 is  
10 not enough. You have to be realistic  
11 here. Maybe the company after hearing  
12 your testimony, hearing their  
13 testimony might be willing to be a  
14 little more generous.

15 MR. FARINAS: I was more  
16 generous.

17 THE COURT: Okay.

18 MR. FARINAS: It's still not  
19 acceptable.

20 THE COURT: It seems to me you  
21 are much better off accepting what  
22 they offered you.

23 MS. ROGERS BROWN: What is the  
24 amount now?

1 THE COURT: I can't --

2 MS. ROGERS BROWN: Do you  
3 know?

4 THE COURT: I will let you  
5 discuss that. Now that you've heard  
6 their story and they've heard your  
7 story I have to tell you, and I've  
8 heard both of your stories, I am  
9 sorry, but I don't think you've met  
10 the burden of proof that shows there's  
11 any problem with your billing, pending  
12 the result of the meter test. If the  
13 meter test does show the meter is  
14 inaccurate then obviously I would  
15 expect the company to address that.  
16 But assuming that the meter is  
17 accurate I don't think you have shown  
18 anything here, I'm sorry.

19 MS. ROGERS BROWN: One thing I  
20 am questioning is \$300 automatically  
21 get a \$300 bill in January, and I am  
22 very careful turning it down.

23 THE COURT: Again, it's not  
24 magic, if that's what the meter shows

1 then your meter is accurate --

2 MS. ROGERS BROWN: That's what  
3 they say it shows, I wish there was  
4 another source I can have it checked.

5 THE COURT: It is certified by  
6 the Commission.

7 MS. ROGERS BROWN: They have to  
8 check themselves, that's what I  
9 question.

10 THE COURT: I think you can  
11 rely on them to do it accurately. Can  
12 she be there?

13 MR. FARINAS: I believe there  
14 is an -- or there used to be a  
15 witnesses, provision for witnesses.

16 THE COURT: If you want to  
17 watch them do it I am sure they will  
18 let you watch them test your meter.  
19 The calibration is certified by the  
20 Commission every year, isn't it?

21 MR. FARINAS: Yes, your Honor.

22 MS. ROGERS BROWN: Well, I  
23 think these bills I have not been in  
24 the house they should be taken off,

1 because I wasn't in the house.

2 THE COURT: But it shows, the  
3 usage shows you were not there.

4 MS. ROGERS BROWN: I called and  
5 I said I was not there, I brought this  
6 here to show my ticket.

7 THE COURT: Nobody is disputing  
8 your testimony you were not in the  
9 house.

10 MS. ROGERS BROWN: Why should I  
11 get -- that's what I'm saying, why  
12 should I be billed when I wasn't  
13 there? Look at the amounts I am being  
14 billed.

15 THE COURT: Let's look at the  
16 amounts you are being billed. Your  
17 bills are low period -- \$32.00, that's  
18 a low bill.

19 MS. ROGERS BROWN: But I  
20 shouldn't even have that, that's what  
21 I'm saying, because I told them I  
22 wasn't there. They said whatever you  
23 have you pay. I have --

24 THE COURT: I don't know what

1                   you are talking about.

2                   MS. ROGERS BROWN: See from  
3                   January the 1st, the 8th, rather, to  
4                   June the 6th?

5                   THE COURT: But that's  
6                   January 9, 2001?

7                   MS. ROGERS BROWN: Yes.

8                   THE COURT: You were there.

9                   MS. ROGERS BROWN: 2002.

10                  THE COURT: Your testimony is  
11                  you were out in January.

12                  MS. ROGERS BROWN: I got a \$300  
13                  bill, I came back for two days,  
14                  January 8th I had a bill, 300-some  
15                  dollars, so from going down from the  
16                  6th to -- January the 1st. I wasn't  
17                  in the country. \$300 bill and you are  
18                  not in the country.

19                  THE COURT: Your house was  
20                  closed off, nobody was there?

21                  MS. ROGERS BROWN: Yes.

22                  THE COURT: Well, do you have a  
23                  response?

24                  MR. FARINAS: We have actual

1 meter reads, I am not questioning -- I  
2 am not sure about the, you know, we  
3 are not there to see if she actually  
4 turns the apparatus off or just simply  
5 turns to the lowest setting.

6 MS. ROGERS BROWN: Here's my  
7 ticket and my passport.

8 THE COURT: You may not be  
9 there, did you turn everything off?

10 MS. ROGERS BROWN: Yes, I did.

11 MR. FARINAS: You turned the  
12 water heater off?

13 MS. ROGERS BROWN: Would that  
14 be \$300? What would the water heater  
15 be a month, \$10, not \$300. That's  
16 what I'm saying. Take that amount  
17 off, what's that?

18 MR. FARINAS: What are you  
19 talking about?

20 MS. ROGERS BROWN: Add this up  
21 from January the 8th to the 6-7,  
22 that's like --

23 MR. FARINAS: To 6-7?

24 MS. ROGERS BROWN: Yeah, going

1 down.

2 MR. FARINAS: You mean for the  
3 rest of the page?

4 MS. ROGERS BROWN: Yes. Here's  
5 my --

6 THE COURT: But you weren't out  
7 of the country for that period of  
8 time.

9 MS. ROGERS BROWN: I was.

10 THE COURT: You said June 2001  
11 to September 2001.

12 MS. ROGERS BROWN: I was here  
13 one month, I didn't have heat that  
14 month.

15 THE COURT: What month were you  
16 there?

17 MS. ROGERS BROWN: September I  
18 came back and I went back in October  
19 again, to do research.

20 THE COURT: So began January  
21 until?

22 MS. ROGERS BROWN: Yes. No  
23 heat in September.

24 MR. FARINAS: What I offered

1                   you this is not substantial?

2                   MS. ROGERS BROWN: You add this  
3 up, how much does it come to?

4                   MR. FARINAS: Again, you are  
5 talking about 310, 191, 112, is that  
6 what you are talking about?

7                   THE COURT: January 8, 2002?

8                   MR. FARINAS: January 8, 2002,  
9 how many bills below that? Right,  
10 that's a \$310 bill --

11                   MS. ROGERS BROWN: Go all the  
12 way down to the end of the page.

13                   MR. FARINAS: 191, what I am  
14 saying is, I made an offer that's very  
15 much like the first two bills, 310,  
16 and 191. The other bills, although  
17 they are not significant heat bills,  
18 they are not significant bills to  
19 begin with.

20                   THE COURT: Off the record.

21                                   \* \* \*

22                                   (Whereupon, a discussion was  
23 held off the record.)

24                                   \* \* \*

1 THE COURT: Why don't we go  
2 back on the record. I gave the  
3 parties a chance to discuss this since  
4 they had a chance to evaluate  
5 everybody's testimony. Do you have  
6 something to report, Mr. Farinas?

7 MR. FARINAS: Yes, your Honor.  
8 We have reached a settlement, which I  
9 request on the record, do you want me  
10 to recite it?

11 THE COURT: Sure.

12 MR. FARINAS: The customer's  
13 current balance, rounding off the  
14 dollar amount, is \$2080. We will  
15 remove several of the bills which are  
16 disputed, which total to \$779.

17 THE COURT: \$779?

18 MR. FARINAS: Yes, which will  
19 leave her with a balance of \$1,301,  
20 which Ms. Brown has agreed to pay her  
21 current bill plus \$40 a month, which  
22 will be for approximately 33 months.

23 THE COURT: That's your  
24 understanding?

1 MS. ROGERS BROWN: Yes, I  
2 agree.

3 THE COURT: You agree to that?

4 MS. ROGERS BROWN: Yes, I do.

5 THE COURT: Explain the process  
6 for closing out the case.

7 MR. FARINAS: We didn't get  
8 that far.

9 THE COURT: What will happen,  
10 he will send a letter to the  
11 Commission stating that you were able  
12 to resolve this. The Commission's  
13 secretary will send him a letter  
14 stating that and giving you ten days  
15 if you disagree with this, obviously,  
16 you have agreed, then just closed out  
17 by letter. I won't have to write a  
18 decision. You don't have to do  
19 anything further.

20 MR. FARINAS: There's one more  
21 term, that question of the meter test,  
22 we will go ahead with the meter test,  
23 if the meter test shows it is  
24 inaccurate PGW owes Ms. Brown some

1 money, it's operating too fast, \$779,  
2 which will be credited to the bill and  
3 will be deducted from -- adjusted to  
4 the amount -- will be attributed to  
5 the amount that will be refunded, if  
6 that's the case. If in fact the  
7 meter --

8 MS. ROGERS BROWN: The overage.

9 MR. FARINAS: Yes. If the  
10 meter is in fact working accurately we  
11 will not expect any money in return,  
12 any more money back from the \$779.

13 MS. ROGERS BROWN: And \$7000  
14 taken off today.

15 MR. FARINAS: Taken off in due  
16 course, I would say estimated by  
17 Friday.

18 THE COURT: Sounds good.  
19 Anything further?

20 MR. FARINAS: Nothing further.

21 THE COURT: Thank you. This  
22 hearing is adjourned. I am glad you  
23 are able to resolve it.

24 MR. FARINAS: Your Honor, at

1                   this time I have admitted PGW  
2                   Exhibit-1 and 2.

3                   THE COURT:    So admitted.

4                   MR. FARINAS:    Thank you.

5                   THE COURT:    Hearing adjourned.

6                               \* \* \*

7                               (Whereupon, the deposition was  
8                   concluded at approximately 12:00 p.m.)

9                               \* \* \*

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WITNESS: DOLORES ROGERS BROWN

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QUESTIONED BY:

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THE COURT

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MR. FARINAS

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WITNESS: ANTHONY LANGFORD

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QUESTIONED BY:

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MR. FARINAS

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## E X H I B I T S

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19

NAME

DESCRIPTION

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✓ PGW-1

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PGW-2

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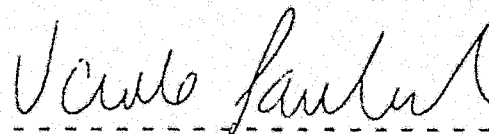
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## C E R T I F I C A T I O N

1  
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5 I, NICOLE PAVLOVICH  
6 hereby certify that the foregoing is a  
7 true and correct transcript of the  
8 proceedings held in this matter, as  
9 transcribed from the stenographic notes  
10 taken by me.



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NICOLE PAVLOVICH  
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2-01108991

HISTORY REQUEST REPORT FOR ACCOUNT # 4113199213 AND SA # 9961391183 AS OF 09/19/2002

PGW EXHIBIT - 1

Account # 4113199213 SA #: 9961391183 Bill Cycle: 06 Rate Class: GS Phone #: 2353530(215) Utility SA Count: Page 1 of 5  
 Name: BROWN, DOLORES R Address: 1211 W MASTER ST/PHILA,PA Non Utility SA Count: 0  
 Pay Agreement Indicator: Y Credit Rating Indicator: 3 Disputed Amount Indicator: Easyway Indicator: CRP Status:  
 Blocker Code: HOLD Blocker Start Date: 20020701 Blocker End Date: 20030730 Low Income Indicator: N  
 Meter # 1717471 Meter Manufacturer: EQUIMETER Meter Model: L250 Meter Installed Date: 19941012 AMR Installed Date: 19940901

Tran Date	Tran Type	Current Amt.	Total Amt.	Adjst Amt.	Segment Start Date	Segment End Date	Read Code	End Read	Current Balance	Usage	Meter #
09/09/2002	PAY	(\$51.23)	(\$51.23)	\$0.00	08/06/2002	09/05/2002	R	41	\$2,131.57	40	1717471
09/05/2002	BILL	\$26.23	\$26.23	\$0.00	07/08/2002	08/06/2002	R	27	\$2,155.45	22	1717471
08/19/2002	PAY	(\$50.11)	(\$50.11)	\$0.00	06/06/2002	07/08/2002	R	5163	\$2,130.34	15	1717471
08/06/2002	BILL	\$25.11	\$25.11	\$0.00	06/06/2002	07/08/2002	R	14	\$2,130.34	15	1717471
07/08/2002	BILL	\$27.13	\$27.13	\$0.00	05/07/2002	06/06/2002	R	5162	\$2,161.03	22	1717471
07/08/2002	BILL	\$27.13	\$27.13	\$0.00	04/08/2002	05/07/2002	R	5140	\$2,243.21	40	1717471
06/28/2002	PAY	(\$57.82)	(\$57.82)	\$0.00	03/07/2002	04/08/2002	R	5100	\$2,194.25	162	1717471
06/06/2002	BILL	\$32.82	\$32.82	\$0.00	02/06/2002	03/07/2002	R	4938	\$2,142.73	187	1717471
06/03/2002	PAY	(\$100.00)	(\$100.00)	\$0.00	01/08/2002	02/06/2002	R	4754	\$1,949.40	227	1717471
05/17/2002	CTYST	\$10.00	\$10.00	\$10.00	12/06/2001	01/08/2002	R	4227	\$1,709.43	297	1717471
05/07/2002	PAY	(\$25.00)	(\$25.00)	\$0.00	11/06/2001	12/06/2001	R	4054	\$1,399.17	163	1717471
04/08/2002	BILL	\$48.96	\$48.96	\$0.00	10/09/2001	11/06/2001	R	3975	\$1,207.28	89	1717471
04/08/2002	PAY	(\$151.52)	(\$151.52)	\$0.00	09/07/2001	10/09/2001	R	3944	\$1,039.42	13	1717471
03/07/2002	BILL	\$193.33	\$193.33	\$0.00	08/08/2001	09/07/2001	R	1931	\$1,010.46	12	1717471
02/06/2002	BILL	\$239.97	\$239.97	\$0.00	07/10/2001	08/08/2001	R	1834	\$982.82	14	1717471
01/08/2002	BILL	\$310.26	\$310.26	\$0.00	05/09/2001	06/07/2001	R	3905	\$952.53	16	1717471
12/06/2001	BILL	\$191.89	\$191.89	\$0.00							
11/06/2001	BILL	\$112.15	\$112.15	\$0.00							
10/09/2001	BILL	\$45.71	\$45.71	\$0.00							
09/19/2001	COLFEE	\$10.00	\$10.00	\$10.00							
09/07/2001	BILL	\$28.96	\$28.96	\$0.00							
08/08/2001	BILL	\$27.64	\$27.64	\$0.00							
07/10/2001	BILL	\$30.29	\$30.29	\$0.00							
06/07/2001	BILL	\$32.95	\$32.95	\$0.00							

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Account # 4113199213 SA # 9961391183 Bill Cycle: 06 Rate Class: GS Phone #: 2353530(215) Utility SA Count: 2  
 Name: BROWN, DOLORES R Address: 1211 W MASTER ST/PHILA, PA Non Utility SA Count: 0  
 Pay Agreement Indicator: Y Credit Rating Indicator: 3 Disputed Amount Indicator: Easyway Indicator: CRP Status:  
 Blocker Code: HOLD Blocker Start Date: 20020701 Blocker End Date: 20030730 Low Income Indicator: N  
 Meter #: 1717471 Meter Manufacturer: EQUIMTER Meter Model: L250 Meter Installed Date: 19941012 AMR Installed Date: 19940901

Tran Date	Tran Type	Current Amt.	Total Amt.	Adjust Amt.	Segment Start Date	Segment End Date	Read Code	End Read	Current Balance	Usage	Meter #
05/08/2001	BILL	\$55.58	\$55.58	\$0.00	04/06/2001	05/08/2001	R	3889	\$919.58	33	1717471
04/06/2001	BILL	\$207.30	\$207.30	\$0.00	03/08/2001	04/06/2001	R	3856	\$864.00	147	1717471
04/03/2001	PAY	(\$100.00)	(\$100.00)	\$0.00							
03/08/2001	BILL	\$296.34	\$296.34	\$0.00	02/06/2001	03/08/2001	R	3709	\$756.70	222	1717471
02/06/2001	BILL	\$300.11	\$300.11	\$0.00	01/08/2001	02/06/2001	R	3487	\$460.36	228	1717471
01/03/2001	PAY	(\$150.00)	(\$150.00)	\$0.00							
01/08/2001	BILL	\$310.25	\$310.25	\$0.00	12/06/2000	01/08/2001	R	3259	\$310.25	290	1717471
01/08/2001	PAY	(\$156.46)	(\$156.46)	\$0.00							
12/06/2000	BILL	\$152.17	\$152.17	\$0.00	11/06/2000	12/06/2000	R	2969	\$156.46	166	1717471
12/04/2000	PAY	(\$60.00)	(\$60.00)	\$0.00							
11/06/2000	BILL	\$64.29	\$64.29	\$0.00	10/05/2000	11/06/2000	R	2803	\$64.29	73	1717471
11/03/2000	PAY	(\$10.71)	(\$10.71)	\$0.00							
10/05/2000	BILL	\$20.34	\$20.34	\$0.00	09/06/2000	10/05/2000	R	2730	\$10.71	18	1717471
10/02/2000	PAY	(\$100.00)	(\$100.00)	\$0.00							
09/06/2000	BILL	\$19.57	\$19.57	\$0.00	08/07/2000	09/06/2000	R	2714	\$90.37	55	1717471
09/05/2000	PAY	(\$100.00)	(\$100.00)	\$0.00							
08/07/2000	BILL	\$20.34	\$20.34	\$0.00	07/07/2000	08/07/2000	R	2699	\$170.80	56	1717471
08/01/2000	PAY	(\$100.00)	(\$100.00)	\$0.00							
07/27/2000	COLFEE	\$10.00	\$10.00	\$10.00							
07/07/2000	BILL	\$21.11	\$21.11	\$0.00	06/06/2000	07/07/2000	R	2683	\$340.46	17	1717471
07/04/2000	PAY	(\$100.00)	(\$100.00)	\$0.00							
06/06/2000	BILL	\$28.05	\$28.05	\$0.00	05/08/2000	06/06/2000	R	2666	\$319.35	26	1717471
05/30/2000	PAY	(\$100.00)	(\$100.00)	\$0.00							
05/08/2000	BILL	\$72.77	\$72.77	\$0.00	04/07/2000	05/08/2000	R	2640	\$391.30	84	1717471
04/07/2000	BILL	\$93.59	\$93.59	\$0.00	03/09/2000	04/07/2000	R	2556	\$318.53	111	1717471
04/05/2000	PAY	(\$100.00)	(\$100.00)	\$0.00							
04/05/2000	PAY	(\$100.00)	(\$100.00)	\$0.00							
03/09/2000	BILL	\$132.92	\$132.92	\$0.00	02/08/2000	03/09/2000	R	2445	\$424.94	162	1717471
02/08/2000	BILL	\$250.90	\$250.90	\$0.00	01/10/2000	02/08/2000	R	2283	\$292.02	315	1717471
02/04/2000	PAY	(\$200.00)	(\$200.00)	\$0.00							

Account #: 411319213      SA # 9961391183      Bill Cycle 06      Rate Class: GS      Phone #: 2353530(215)      Utility SA Count: 2  
 Name: BROWN, DOLORES R      Address: 1211 W MASTER ST/PHILA, PA      Non Utility SA Count: 0  
 Pay Agreement Indicator: Y      Credit Rating Indicator: 3      Disputed Amount Indicator:      Easyway Indicator:      CRP Status:  
 Blocker Code: HOLD      Blocker Start Date: 20020701      Blocker End Date: 20030730      Low Income Indicator: N  
 Meter #: 1717471      Meter Manufacturer: EQUIMETER      Meter Model: 1250      Meter Installed Date: 19941012      AMR Installed Date: 19940901

Tran Date	Tran Type	Current Amt.	Total Amt.	Adjust Amt.	Segment Start Date	Segment End Date	Read Code	End Read	Current Balance	Usage	Meter #
07/10/1999	BILL	\$186.12	\$186.12	\$0.00	12/06/1999	01/10/2000	R	1968	\$241.12	228	1717471
12/28/1999	PAY	(\$200.00)	(\$200.00)	\$0.00							
12/06/1999	BILL	\$114.57	\$114.57	\$0.00	11/04/1999	12/06/1999	R	1740	\$255.00	139	1717471
11/04/1999	BILL	\$61.37	\$61.37	\$0.00	10/05/1999	11/04/1999	R	1601	\$140.43	70	1717471
10/29/1999	PAY	(\$100.00)	(\$100.00)	\$0.00							
10/05/1999	BILL	\$74.33	\$74.33	\$0.00	09/07/1999	10/05/1999	R	1531	\$179.06	87	1717471
09/30/1999	PAY	(\$100.00)	(\$100.00)	\$0.00							
09/13/1999	PAY	(\$100.00)	(\$100.00)	\$0.00							
09/10/1999	CANB	(\$14.10)	(\$14.10)	\$0.00							
09/07/1999	BILL	\$11.05	\$11.05	\$0.00	07/29/1999	09/07/1999	Y	1444	\$304.73	4	1717471
09/07/1999	BILL	\$14.10	\$14.10	\$0.00	07/29/1999	09/07/1999	Y	1448	\$307.78	8	1717471
07/30/1999	PAY	(\$100.00)	(\$100.00)	\$0.00							
07/29/1999	BSEGCN	\$0.00	\$0.00	(\$114.86)							
07/29/1999	BILL	\$131.58	\$131.58	\$0.00	06/03/1999	07/29/1999	R	1609	\$499.66	153	1717471
07/29/1999	BSEGCN	\$0.00	\$0.00	(\$131.58)							
07/29/1999	BILL	\$0.27	\$0.27	\$0.00	07/29/1999	07/29/1999	R	1440	\$393.68	0	1717471
07/29/1999	CANB	(\$37.67)	(\$37.67)	\$0.00							
07/29/1999	CANB	(\$131.58)	(\$131.58)	\$0.00							
07/29/1999	CANB	(\$114.86)	(\$114.86)	\$0.00							
07/29/1999	BILL	\$46.28	\$46.28	\$0.00	04/27/1999	07/29/1999	R	1440	\$393.41	34	1717471
07/29/1999	BSEGCN	\$0.00	\$0.00	(\$37.67)							
07/12/1999	BILL	\$114.86	\$114.86	\$0.00	06/03/1999	07/12/1999	Y	1584	\$499.66	137	1717471
06/30/1999	PAY	(\$103.02)	(\$103.02)	\$0.00							
06/30/1999	PAY	(\$96.98)	(\$96.98)	\$0.00							
06/14/1999	USERCR	\$0.00	(\$0.16)	(\$0.16)							
06/03/1999	BILL	\$37.67	\$37.67	\$0.00	04/27/1999	06/03/1999	Y	1447	\$393.41	41	1717471
06/03/1999	PAY	(\$200.00)	(\$200.00)	\$0.00							
04/27/1999	BILL	\$61.73	\$61.73	\$0.00	03/31/1999	04/27/1999	R	1405	\$61.73	71	1717471
03/31/1999	BILL	\$133.29	\$133.29	\$0.00	03/03/1999	03/31/1999	R	1335	\$133.29	59	1717471
03/30/1999	PAY	(\$50.00)	(\$50.00)	\$0.00							

Account # 4113199213      SA # 9961391183      Bill Cycle 06      Rate Classe GS      Phone # 2353530(215)      Utility SA Count 2  
 Name: BROWN, DOLORES R      Address: 1211 W MASTER ST/PHILA,PA      Non Utility SA Count 0  
 Pay Agreement Indicator Y      Credit Rating Indicator 3      Disputed Amount Indicator      Easyway Indicator      CRP Status:  
 Blocker Code: HOLD      Blocker Start Date: 20020701      Blocker End Date: 20030730      Low Income Indicator N  
 Meter #: 1717471      Meter Manufacturer: EQUIMETER      Meter Model 1.250      Meter Installed Date: 19941012      AMR Installed Date: 19940901

Tran Date	Tran Type	Current Amt	Total Amt	Adjust Amt	Segment Start Date	Segment End Date	Read Code	End Read	Current Balance	Usage	Meter #
03/03/1999	BILL	\$137.36	\$137.36	\$0.00	02/06/1999	03/03/1999	R	1176	\$137.36	164	1717471
02/06/1999	BILL	\$149.90	\$149.90	\$0.00	01/08/1999	02/06/1999	R	1012	\$149.90	176	1717471
01/29/1999	PAY	(\$79.00)	(\$79.00)	\$0.00	12/04/1998	01/02/1999	R	836	\$221.10	254	1717471
01/08/1999	BILL	\$221.10	\$221.10	\$0.00	11/03/1998	12/04/1998	R	582	\$113.41	128	1717471
12/04/1998	BILL	\$113.41	\$113.41	\$0.00	10/06/1998	11/03/1998	R	454	\$57.85	63	1717471
11/03/1998	BILL	\$57.85	\$57.85	\$0.00							
10/08/1998	PAY	(\$75.00)	(\$75.00)	\$0.00	09/03/1998	10/06/1998	R	391	\$27.07	27	1717471
10/06/1998	BILL	\$27.07	\$27.07	\$0.00	08/07/1998	09/03/1998	R	364	\$20.24	19	1717471
09/03/1998	BILL	\$20.24	\$20.24	\$0.00							
09/02/1998	MISDCB	\$0.00	\$100.00	\$100.00							
09/02/1998	MISDCB	\$0.00	\$100.00	\$100.00							
09/02/1998	MISDCB	\$0.00	\$100.00	\$100.00							
09/01/1998	PAY	(\$100.00)	(\$100.00)	\$0.00							
09/01/1998	PAY	(\$100.00)	(\$100.00)	\$0.00							
09/01/1998	PAY	(\$100.00)	(\$100.00)	\$0.00							
09/01/1998	PAY	(\$100.00)	(\$100.00)	\$0.00							
08/07/1998	BILL	\$18.53	\$18.53	\$0.00	07/09/1998	08/07/1998	R	345	\$18.53	17	1717471
07/10/1998	PAY	(\$200.00)	(\$200.00)	\$0.00							
07/09/1998	BILL	\$21.95	\$21.95	\$0.00	06/08/1998	07/09/1998	R	328	\$21.95	21	1717471
06/08/1998	BILL	\$28.79	\$28.79	\$0.00	05/07/1998	06/08/1998	R	307	\$28.79	29	1717471
06/08/1998	PAY	(\$159.11)	(\$159.11)	\$0.00							
05/07/1998	BILL	\$41.61	\$41.61	\$0.00	04/08/1998	05/07/1998	R	278	\$41.61	44	1717471
04/08/1998	BILL	\$115.11	\$115.11	\$0.00	03/11/1998	04/08/1998	R	234	\$115.11	130	1717471
04/06/1998	PAY	(\$65.00)	(\$65.00)	\$0.00							
03/12/1998	LPC	\$2.35	\$2.35	\$2.35							
03/11/1998	BILL	\$151.87	\$151.87	\$0.00	02/06/1998	03/11/1998	R	104	\$151.87	173	1717471
02/06/1998	BILL	\$173.24	\$173.24	\$0.00	01/07/1998	02/06/1998	R	9931	\$173.24	198	1717471
02/03/1998	PAY	(\$202.29)	(\$202.29)	\$0.00							
01/07/1998	BILL	\$202.29	\$202.29	\$0.00	12/03/1997	01/07/1998	R	9733	\$202.29	232	1717471
12/26/1997	PAY	(\$159.87)	(\$159.87)	\$0.00							

Account #: 4113199213      SA #: 9961391183      Bill Cycle: 06      Rate Class: GS      Phone #: 253530(215)      Utility SA Count: 2  
 Name: BROWN, DOLORES R      Address: 1211 W MASTER ST/PHILA, PA      Non Utility SA Count: 0  
 Pay Agreement Ind. color: Y      Credit Rating Indicator: 3      Disputed Amount Indicator:      Easyway Indicator:      CRP Status:        
 Blocker Code: HOLD      Blocker Start Date: 20020701      Blocker End Date: 20030730      Low Income Indicator: N  
 Meter #: 1717471      Meter Manufacturer: EQUINTER      Meter Model: L250      Meter Installed Date: 19941012      AMR Installed Date: 19940901

Tran Date	Tran Type	Current Amt.	Total Amt.	Adjust Amt.	Segment Start Date	Segment End Date	Read Code	End Read	Current Balance	Usage	Meter #
12/04/1997	PAY	(\$73.00)	(\$73.00)	\$0.00							
12/03/1997	BILL	\$161.27	\$161.27	\$0.00	11/03/1997	12/03/1997	R	9501	\$161.27	184	1717471
11/05/1997	PAY	(\$33.00)	(\$33.00)	\$0.00							
11/05/1997	LPC	\$0.01	\$0.01	\$0.01							
11/03/1997	BILL	\$70.67	\$70.67	\$0.00	10/03/1997	11/03/1997	R	9317	\$70.67	78	1717471
10/06/1997	PAY	(\$27.07)	(\$27.07)	\$0.00							
10/03/1997	BILL	\$33.92	\$33.92	\$0.00	09/04/1997	10/03/1997	R	9239	\$33.92	35	1717471
09/04/1997	BILL	\$27.07	\$27.07	\$0.00	08/07/1997	09/04/1997	R	9204	\$27.07	27	1717471
08/13/1997	PAY	(\$18.53)	(\$18.53)	\$0.00							
08/07/1997	BILL	\$18.53	\$18.53	\$0.00	07/08/1997	08/07/1997	Y	9177	\$18.53	17	1717471
07/30/1997	PAY	(\$1,460.75)	(\$1,460.75)	\$0.00							
07/10/1997	LPC	\$19.00	\$19.00	\$19.00							
07/08/1997	BILL	\$19.39	\$19.39	\$0.00	06/06/1997	07/08/1997	R	9160	\$19.39	18	1717471
07/03/1997	PAY	(\$300.00)	(\$300.00)	\$0.00							
06/10/1997	LPC	\$19.03	\$19.03	\$19.03							
06/06/1997	PAY	(\$100.00)	(\$100.00)	\$0.00							
01/01/1996	CONVRC	\$2,103.17	\$1,803.33	\$1,803.33							

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Account #. 4113199213

Customer Name: BROWN, DOLORES R

Customer Address: 1211 W MASTER ST/PHILA,PA

Bill Cycle: 06

**PAYMENTS**

Service Agreement	Pay Amount	Pay Date	Pay Status	Late Pay Charge	Utility Type	Grant Type	Pay Source Code
9961391183	\$51.23	09/09/2002	F	\$0.00	G		REM
9961391183	\$50.11	08/19/2002	F	\$0.00	G		REM
9961391183	\$57.82	06/28/2002	F	\$0.00	G		REM
9961391183	\$100.00	06/03/2002	F	\$0.00	G		REM
9961391183	\$25.00	05/17/2002	F	\$0.00	G		PPC
9961391183	\$100.00	04/08/2002	F	\$0.00	G		REM
9961391183	\$100.00	04/03/2001	F	\$0.00	G		REM
9961391183	\$150.00	01/31/2001	F	\$0.00	G		PPC
9961391183	\$156.46	01/08/2001	F	\$0.00	G		REM
9961391183	\$60.00	12/04/2000	F	\$0.00	G		PPC
9961391183	\$10.71	11/03/2000	F	\$0.00	G		REM
9961391183	\$100.00	10/02/2000	F	\$0.00	G		REM
9961391183	\$100.00	09/05/2000	F	\$0.00	G		REM
9961391183	\$100.00	08/01/2000	F	\$0.00	G		REM
9961391183	\$100.00	07/04/2000	F	\$0.00	G		REM
9961391183	\$100.00	05/30/2000	F	\$0.00	G		PPC
9961391183	\$100.00	04/05/2000	F	\$0.00	G		REM
9961391183	\$100.00	04/05/2000	F	\$0.00	G		PPC
9961391183	\$200.00	02/04/2000	F	\$0.00	G		REM
9961391183	\$200.00	12/28/1999	F	\$0.00	G		PPC
9961391183	\$100.00	10/29/1999	F	\$0.00	G		PPC
9961391183	\$100.00	09/30/1999	F	\$0.00	G		REM
9961391183	\$100.00	09/13/1999	F	\$0.00	G		PPC
9961391183	\$100.00	07/30/1999	F	\$0.00	G		PPC
9961391183	\$96.98	06/30/1999	F	\$0.00	G		REM
9961391183	\$103.02	06/30/1999	F	\$0.00	G		REM
9961391183	\$200.00	06/01/1999	F	\$0.00	G		REM
9961391183	\$50.00	03/30/1999	F	\$0.00	G		REM
9961391183	\$79.00	01/29/1999	F	\$0.00	G		REM
9961391183	\$75.00	10/08/1998	F	\$0.00	G		REM
9961391183	\$100.00	09/01/1998	F	\$0.00	G		REM
9961391183	\$100.00	09/01/1998	F	\$0.00	G		REM
9961391183	\$100.00	09/01/1998	F	\$0.00	G		REM
9961391183	\$200.00	07/10/1998	F	\$0.00	G		REM
9961391183	\$159.11	06/08/1998	F	\$0.00	G		REM
9961391183	\$65.00	04/06/1998	F	\$0.00	G		REM
9961391183	\$202.29	02/03/1998	F	\$0.00	G		REM
9961391183	\$159.87	12/26/1997	F	\$0.00	G		REM
9961391183	\$73.00	12/04/1997	F	\$0.00	G		REM
9961391183	\$33.00	11/05/1997	F	\$0.00	G		REM
9961391183	\$27.07	10/06/1997	F	\$0.00	G		REM
9961391183	\$19.53	09/13/1997	F	\$0.00	G		REM
9961391183	\$1,460.75	07/30/1997	F	\$0.00	G		REM
9961391183	\$300.00	07/03/1997	F	\$0.00	G		REM
9961391183	\$100.00	06/06/1997	F	\$0.00	G		REM

DOCUMENT FOLDER

DOCKETED

NOV 13 2002

SECURITY'S RECORD

277 OCT 25 AM 9:10

2-01108991



**Contacts for Account: Brown, Dolores R.**

Account: 0041 1319 9213      Brown, Dolores R

Transaction History  
 Full Comments

Date	Type	Comment	Person
06/28/2002	PAYM	Pay Amount 57.82 Authorization Code 0286017147 Credit Card Number *****9882E	Brown, Dolores R
06/27/2002	MTRD	left message on tape for meter test	Brown, Dolores R
06/18/2002	MTRD	cant make customer contact 215 235 3530 is out of service	Brown, Dolores R
06/04/2002	SERV	customer called about apt for meter test--they went 2X's and no answer--told customer they wil call and reschedule	Brown, Dolores R
05/31/2002	MISC	ic/c to sch mtr test, sch 6/4/02 thru m/t	Brown, Dolores R
05/28/2002	METR	CUSTOMER RECEIVED CALL FROM PGW IN REF TO METER TEST LEFT MESSAGE FOR MARK VALENTINO TO RETURN MY CALL	Brown, Dolores R
05/22/2002	MTRD	left message on tape for meter tes:	Brown, Dolores R

Change Customer Contact...      Launch Related Transaction...

Heat & Domestic

NAME		ADDRESS		PHILA. PA.		DELORES BROWN 1211 W. MASTER ST. 19122		GAS USAGE ANALYSIS OF ACCOUNT		NON-HEATING DAILY USAGE 0.75		ACCOUNT # 4113199213		(non heating usage / number of days in period)	
DATES	FROM	TO	METER READINGS FROM	TO	NUMBER OF DAYS	USAGE IN CCF*	DOMESTIC USAGE CCF *	HEAT USAGE	NUMBER DEG.DAYS**	C.F.D.D ***					
7/8/97	9160	7/9/98	10328	366	1168	275	894	4011	22.3						
7/9/98	328	7/29/99	1600	385	1272	289	983	3920	25.1						
7/29/99	1600	7/7/00	2863	344	1263	258	1005	3977	25.3						
7/7/00	2863	7/7/01	3905	368	1042	276	766	4511	17.0						
7/7/01	3905	6/8/02	5163	336	1258	288	970	3464	28.0						

\* CCF = hundred Cubic feet

\*\* DEGREE DAYS AN INDEX OF ENERGY CONSUMPTION FOR HEATING.

IT INDICATES THE NUMBER OF DEGREES THE AVERAGE TEMPERATURE DROPS BELOW 65° F

\*\*\*CFDD EQUALS CUBIC FEET OF GAS USED PER DEGREE DAY

Ms Dolores Brown  
1211 Master Street  
Philadelphia, PA 19122

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

Case Number: 1108991

Account Number: 4113199213

**Decision On Informal Complaint by the Bureau of Consumer Services:**

**Statement of Complaint:**

- (1) The customer states her bills are excessively high and she was out of the country on the following months: ~~June 5, 2001~~ to September 5, 2001 and October 5, 2001 to ~~January 5, 2002~~.

**Investigation by Staff of the Bureau of Consumer Services Revealed:**

- (1) The customer's gas service at 1211 Master Street was established on October 12, 1994
- (2) All of the customer's bills were based on actual meter readings each month
- (3) The customer's residence is equipped with an AMR automatic meter reading device.
- (4) PGW performed a usage analysis on the customer's property and the analysis shows that the customer's consumption is in line with previous years. See attached usage analysis.
- (5) As of the date of this decision the customer's outstanding balance is \$2,194.25

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

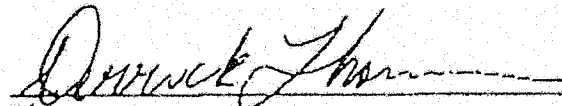
- (1) The customer's bills are correct as rendered
- (2) The customer may have her meter tested by contacting Philadelphia City Meter Test at 800 W Montgomery Avenue second floor Philadelphia, PA 19122. There is a \$25.00 fee to the customer for this test.

**Therefore It Is Decided:**

- (1) The customer is responsible for the outstanding balance of \$2,194.25, which accrued in her name at 1211 Master Street Philadelphia, PA 19122
- (2) The customer shall pay the outstanding balance of \$2,194.25 in installments of \$25.00 per month for 87 months and \$19.25 for one month toward the arrears, plus the current bills by each month's due date beginning in May 2002.
- (3) PGW shall not assess any late payment charges on this outstanding balance, so long as the customer complies with the terms of this decision

(4) The informal complaint of Dolores Brown is dismissed

Date April 29, 2002



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

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