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COMMONWEALTH OF PENNSYLVANIA  
PUBLIC UTILITY COMMISSION

\* \* \*

MARTHA L. BAYSMORE,

: F-01029955

vs.

PHILADELPHIA GAS WORKS,

\* \* \*

Hearing Room 2  
1302 Philadelphia State Office Building  
1400 West Spring Garden Street  
Philadelphia, PA 19130

Wednesday, February 4, 2004  
Commencing at 10:00 a.m.

BEFORE:

HERBERT SMOLEN, Administrative Law Judge

APPEARANCES:

SCOTT A. LISGAR, ESQUIRE  
KELLER, LISGAR & WILLIAMS, LLP  
7600 West Chester Pike  
2nd Floor- West  
Upper Darby, PA 19082

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

ALSO PRESENT: Ann Marie Nagle

\* \* \*

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1                   THE COURT: Let's go on the  
2 record. This is the matter of Martha  
3 Baysmore versus Philadelphia Gas Works  
4 in docket F-01029955. My name is  
5 Herbert Smolen, administrative law  
6 judge assigned by the Commission to  
7 hear the evidence in this case and to  
8 render an initial decision in writing  
9 in due course. I note for the record  
10 that the following appearances have  
11 been entered. Scott A. Lisgar,  
12 Esquire, on behalf of the complainant,  
13 and Martha L. Baysmore. And Laureto  
14 Farinas, Esquire, on behalf of the  
15 respondent, Philadelphia Gas Works.

16                   I understand that prior to the  
17 opening of the record in this  
18 proceeding that the parties were  
19 engaged in some discussions with a  
20 view toward possible amicable  
21 resolution. Do the parties desire to  
22 continue that discussion before we  
23 take testimony?

24                   MR. LISGAR: With your Honor's

1 indulging, good morning, I appreciate  
2 the opportunity.

3 MR. FARINAS: Yes, your Honor.

4 THE COURT: All right. Then in  
5 accordance with the Commission's  
6 general policy I encourage you  
7 settlement discussions, declare a  
8 brief recess to allow the parties to  
9 continue their negotiations. We will  
10 stand a brief recess and I will ask  
11 the court reporter or one of the  
12 counsel to come down to my office when  
13 the discussion has concluded and then  
14 we can go on the record to determine  
15 whether this case has been settled or  
16 we have to go forward.

17 MR. FARINAS: Thank you.

18 MR. LISGAR: Thank you.

19 \* \* \*

20 (Whereupon, a short recess was  
21 taken.)

22 \* \* \*

23 THE COURT: Counsel, does anyone  
24 want to report to me the results of

1 your conference?

2 MR. FARINAS: Yes, your Honor.  
3 Ms. Baysmore through her counsel has  
4 very graciously agreed to a  
5 settlement, and the terms of  
6 settlement are as follows. Currently  
7 Ms. Baysmore's balance is \$5,478.49.

8 THE COURT: \$5,4 --

9 MR. FARINAS: \$5,478.49.

10 THE COURT: All right.

11 MR. FARINAS: From that amount  
12 PGW has agreed to remove \$1,139.06  
13 from the disputed amount, which was  
14 \$2,265.86.

15 THE COURT: What will the new  
16 balance be?

17 MR. FARINAS: PGW will also  
18 remove \$300.53 in late payment charges  
19 that have accumulated --

20 THE COURT: \$350 and how much?

21 MR. FARINAS: \$300.53 in  
22 late --

23 THE COURT: \$300.53.

24 MR. FARINAS: Which have

1 accumulated -- the late payment  
2 charges which have accumulated since  
3 the last time PGW waived late payment  
4 charges. The balance with the removal  
5 and waiver, the balance will now be  
6 \$4,038.90.

7 THE COURT: \$4,038.90.

8 MR. FARINAS: That's correct,  
9 your Honor. That amount will be paid  
10 under a payment arrangement which  
11 consists of the payment of a budget --  
12 PGW budget plan of \$250 per month for  
13 gas prospectively, plus \$50 a month on  
14 arrears for 82 months. I have been  
15 asked by Ms. Baysmore's counsel to  
16 mention that there is under PGW  
17 authorized to file liens on debt owed  
18 to it under the municipal lien act.  
19 The lien that's currently on the  
20 property will be adjusted to reflect  
21 the \$4038.90.

22 THE COURT: So the current PGW  
23 lien will be as you use it, adjusted,  
24 so the balance shows the \$4038.90?

1 MR. FARINAS: That's correct,  
2 your Honor.

3 THE COURT: Counsel, is that  
4 agreeable to you and your client?

5 MR. LISGAR: It is, your  
6 Honor.

7 THE COURT: Now --

8 MR. FARINAS: I do have some  
9 more terms.

10 THE COURT: I'm sorry, go  
11 ahead.

12 MR. FARINAS: Ms. Baysmore has  
13 agreed to cooperate with PGW in  
14 providing us access with the property,  
15 as PGW has noticed that she has had  
16 five months of estimated reads, we  
17 believe due to the fact the AMR  
18 battery has gone out.

19 THE COURT: You are going to --  
20 PGW is going to change the battery and  
21 make necessary repairs to the  
22 automatic meter reader?

23 MR. FARINAS: That's correct,  
24 your Honor.

1 THE COURT: All right.

2 MR. FARINAS: Ms. Baysmore has  
3 graciously agreed to -- we will be in  
4 contact after this hearing to  
5 establish a date where we can get an  
6 appointment. And I believe that's it.

7 MR. LISGAR: No waiver as to  
8 contest the readings on the  
9 adjustment.

10 MR. FARINAS: Once we get an  
11 actual read as a result of having been  
12 estimated for five months that her  
13 rights are preserved to pursue any  
14 kind of dispute on the resulting -- or  
15 bill resulting therefrom.

16 THE COURT: All right. Now is  
17 that correct?

18 MR. LISGAR: Yes, sir.

19 THE COURT: How do you want to  
20 handle the disposition of this case?

21 MR. FARINAS: I believe this is  
22 settled and I would like to file a  
23 certificate of satisfaction with  
24 the --

1 THE COURT: Do you understand  
2 the procedure?

3 MR. LISGAR: That will be  
4 satisfactory.

5 THE COURT: Then you will  
6 exchange whatever correspondence  
7 between counsel --

8 MR. FARINAS: Reducing this  
9 agreement in writing.

10 THE COURT: Or get a copy of  
11 the transcript from the court  
12 reporter, either way. But you will  
13 file the appropriate documents?

14 MR. FARINAS: Yes, I will.

15 THE COURT: Anything further  
16 you want to add or your client?

17 MR. LISGAR: No.

18 THE COURT: Do you have any  
19 questions?

20 MR. LISGAR: No.

21 THE COURT: Thank you very much  
22 for appearing and resolving the case.  
23 Hearing is adjourned and I will look  
24 forward to getting the certificate of

1 satisfaction. Thank you.

2 \* \* \*

3 (Whereupon, the hearing was  
4 concluded at approximately 10:40 a.m.)

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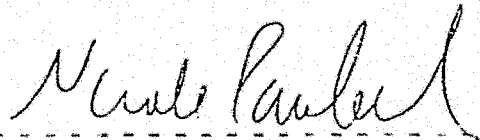
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I, NICOLE PAVLOVICH  
hereby certify that the foregoing is a  
true and correct transcript of the  
proceedings held in this matter, as  
transcribed from the stenographic notes  
taken by me.



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NICOLE PAVLOVICH  
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