

COMMONWEALTH OF PENNSYLVANIA
PUBLIC UTILITY COMMISSION

LISA McDERMOTT-SEDA,
vs.
PHILADELPHIA GAS WORKS
TELEPHONIC

C-2006-7078
Docket No.: C-2006-7078

Pages: 1 - 65

State Office Building
13th Floor
1400 Spring Garden Street
Philadelphia, PA 19130

ORIGINAL

February 7, 2007
Commencing at 10:00 a.m.

BEFORE:
ANGELA T. JONES, Administrative Law Judge

APPEARANCES:

LISA McDERMOTT-SEDA, Pro Se
For the Complainant

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

DOCUMENT
FOLDER

DOCKETED
FEB 23 2007

REPORTER: SHARON M. MARSH

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FEB 21 2007

PA PUBLIC UTILITY COMMISSION
SECRETARY'S OFFICE

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<u>WITNESS</u>	<u>DIRECT</u>	<u>CROSS</u>	<u>REDIRECT</u>	<u>RECROSS</u>
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JUDGE:

All right. We are on the record. This is the time and the place for the matter of Lisa McDermott-Seda versus Philadelphia Gas Works at Docket Number C-20067078. I am Administrative Law Judge Angela T. Jones appointed by the Commission to preside over this matter. Have the parties spoken to each other?

MS. McDERMOTT-SEDA:

No.

JUDGE:

Do the parties wish time to -- to see if they can reach some type of agreement or settlement on this matter?

ATTORNEY FARINAS:

Your Honor, we --- as you know, we are always willing to do that.

JUDGE:

Ms. McDermott-Seda?

MS. McDERMOTT-SEDA:

What happened was I did go the gas company on three occasions and tried to resolve the matter and they wanted nothing to do with it.

1 JUDGE:

2 Okay. Mr. Farinas is saying that they'd
3 be happy to discuss with you at this time. Are you
4 willing to do that?

5 MS. McDERMOTT-SEDA:

6 Yes.

7 JUDGE:

8 Okay. What I will do is I will leave the
9 room. However, the court reporter is here. The court
10 reporter will let me know when you have finished
11 negotiating.

12 MS. McDERMOTT-SEDA:

13 Okay.

14 JUDGE:

15 Is that okay with you Ms. Seda?

16 MS. McDERMOTT-SEDA:

17 Yes.

18 JUDGE:

19 All right. I'm leaving the room.

20 OFF RECORD DISCUSSION

21 ATTORNEY FARINAS:

22 Judge, there was no agreement reached. I
23 did allow the parties time to negotiate a settlement
24 agreement and no agreement was reached. The parties
25 wish to proceed with the complaint on the record. Ms.

1 McDermott-Seda, I'm going to ask you to raise your
2 right hand to swear you in.

3 -----

4 LISA McDERMOTT-SEDA, HAVING FIRST BEEN DULY SWORN,
5 TESTIFIED AS FOLLOWS:

6 -----

7 JUDGE:

8 Very well. Ms. McDermott-Seda, where do
9 you currently reside?

10 A. 7042 Vandike Street.

11 JUDGE:

12 And do you happen to own the property at
13 1838 East Wishart Street?

14 A. It was sold October 31st of 2006.

15 JUDGE:

16 So as of the beginning of October 2006
17 you were the owner of the property at 1838 Wishart
18 Street?

19 A. Correct.

20 JUDGE:

21 Did you ever reside there?

22 A. Yes.

23 JUDGE:

24 From what time to time did you reside
25 there?

1 A. June of 1996 until around about November of 2003.

2 JUDGE:

3 November of 2003?

4 A. Yes.

5 JUDGE:

6 And after November of 2003 what, if
7 anything, did you do with the property?

8 A. The property was put up for sale. It didn't sell
9 within a couple of months. My cousin, who had nowhere
10 to live, I let him move into the property because he
11 had nowhere to go with the intent that any bills that
12 he incurred he would pay.

13 JUDGE:

14 Okay. And what is your cousin's name?

15 A. Michael George McDermott.

16 JUDGE:

17 And when did he move in?

18 A. December of 2006.

19 JUDGE:

20 And you said that your relation ---?

21 A. I'm sorry. November of 2002.

22 JUDGE:

23 November of 2002?

24 A. Yes.

25 ATTORNEY FARINAS:

1 I'm, sorry. I'm not hearing either one
2 of you.

3 JUDGE:

4 Yes. We are experiencing interference on
5 the line. I think what I am going to do is call both
6 parties back.

7 ATTORNEY FARINAS:

8 I think you just said that you're going
9 to call both parties back.

10 JUDGE:

11 Correct.

12 ATTORNEY FARINAS:

13 That's agreeable.

14 JUDGE:

15 Correct. Ms. McDermott?

16 A. Yes.

17 JUDGE:

18 Did you hear me?

19 A. Yes.

20 JUDGE:

21 Okay. I'm going to call you back.

22 A. Okay.

23 JUDGE:

24 Bye.

25 OFF RECORD DISCUSSION

1 JUDGE:

2 Okay. We're back on the record. We had
3 a little technical difficulty with our telephone
4 equipment. We are now proceeding to continue with Ms.
5 McDermott-Seda. I will caution you, you are still
6 under oath, Ms. McDermott-Seda.

7 A. Yes.

8 JUDGE:

9 I believe the last question I asked was
10 at what time did Mr. Michael G. McDermott move into
11 the property at 1838 East Wishart Street and I believe
12 you corrected yourself in saying November 2002; is
13 that correct?

14 A. Yes.

15 JUDGE:

16 Okay. And what was the --- you said the
17 relationship between you was that he was your cousin?

18 A. Yes.

19 JUDGE:

20 Was there any other relationship with you
21 and he concerning the property? For instance, were
22 you the landlord? Were you renting the property to
23 him?

24 A. I let him live there because he had nowhere to go.

25 JUDGE:

1 Okay. So this was a charitable
2 relationship?

3 A. I guess, yes.

4 JUDGE:

5 Okay. So he was not paying you for rent
6 for staying there?

7 A. He was paying the mortgage on the property.

8 JUDGE:

9 Okay. So he was --- he was paying for
10 the property?

11 A. Yes.

12 JUDGE:

13 Okay. And he was also responsible for
14 any utility bills accumulated at the property?

15 A. Yes, that's why they were in his name.

16 JUDGE:

17 Okay. All right. And so he was there
18 from November 2002 until when?

19 A. September 2004.

20 JUDGE:

21 So he was there after you vacated the
22 property in November 2003; is that correct?

23 A. No, I left the property November of 2002 ---

24 JUDGE:

25 Oh.

1 A. --- and he moved in.

2 JUDGE:

3 Okay. All right. So the correction is
4 November 2002. From June 1996 to November 2002 was
5 when you resided at the property?

6 A. Correct.

7 JUDGE:

8 Okay. All right. Was there any formal
9 document as far as him assuming the mortgage to the
10 property at 1838 East Wishart Street?

11 A. No.

12 JUDGE:

13 Okay. There was a verbal agreement
14 between you and Mr. McDermott

15 A. Yes.

16 JUDGE:

17 --- that was never reduced to writing?

18 A. No.

19 JUDGE:

20 Okay. Did there ever come a time where
21 you were provided with information in reference to a
22 lien on the property at 1838 East Wishart Street?

23 A. The week before settlement.

24 JUDGE:

25 And that time specifically when was that?

1 A. Settlement was October 31st of 2006. I was
2 notified that October 29th of 2006 two days before
3 settlement.

4 JUDGE:

5 Okay. You were notified that that was a
6 lien on 1838 East Wishart Street on October 29th,
7 2006?

8 A. Correct.

9 JUDGE:

10 And at that point, you were selling the
11 property as the owner of the property?

12 A. Correct.

13 JUDGE:

14 And what else occurred at settlement in
15 reference to this lien?

16 A. You mean what money was taken out from ---

17 JUDGE:

18 Yes.

19 A. --- the profit? I'm not positive, but about a
20 \$1,400 water bill that was through the settlement.

21 JUDGE:

22 \$1,400 water bill?

23 A. Yes. \$400 that I owed and a \$1,000 that
24 was in an account from when I first moved in the
25 property.

1 JUDGE:
2 \$400 that you owed and \$1,000 in an
3 account?

4 A. Yes.

5 JUDGE:
6 And that was for water?

7 A. Yes.

8 JUDGE:
9 Was there any other transactions other
10 than payment for the property that took place at
11 settlement?

12 A. The lien for \$1,833. \$1,800.

13 JUDGE:
14 1-8-3-3? \$1,833?

15 A. Correct.

16 JUDGE:
17 For gas?

18 A. Correct.

19 JUDGE:
20 And that gas service had accumulated at
21 1838 East Wishart Street?

22 A. Correct.

23 JUDGE:
24 Did you, in fact, notify the gas company
25 of your vacating the property at 1838 East Wishart

1 Street on November 2002?

2 A. It was probably around October of 2002.

3 JUDGE:

4 In October of 2002 you notified the gas
5 company of your vacating the property?

6 A. Yes.

7 JUDGE:

8 How did you do that?

9 A. I called on the phone and they said that the gas
10 --- I told them that my cousin would be moving in and
11 they said that the gas would be left on. It would be
12 transferred over when he came down to the gas company.

13 JUDGE:

14 So you were aware that the gas would be
15 left on and would not be shut off?

16 A. Right. Until it was transferred into his name the
17 next month.

18 JUDGE:

19 Okay. You were also told that it would
20 be transferred to his name and not yours?

21 A. Correct.

22 JUDGE:

23 Was there ever a final bill sent to you
24 in reference to the gas that you used at 1838 East
25 Wishart Street?

1 A. To be honest, not that I recall.

2 JUDGE:

3 So as far as you were concerned you had
4 paid all the gas that you had consumed at 1838 East
5 Wishart Street as of November 2002?

6 A. As I recall, I think I owed \$212 which was also
7 paid at settlement. \$212.

8 JUDGE:

9 \$212 is what you believe you owe?

10 A. Yes.

11 JUDGE:

12 And that's from when you resided over a
13 period of June 1996 through November of 2002?

14 A. Yes. Well, the gas was shut off in October of
15 2002. Yes.

16 JUDGE:

17 Okay. But the \$212 ---

18 A. Was incurred by me, yes.

19 JUDGE:

20 --- was incurred from you while you were
21 at the property from --- you told me you were there
22 through November of 2002?

23 A. Right.

24 JUDGE:

25 Okay. All right. Is there anything else

1 you wish to let me know about your complaint, Ms.
2 McDermott-Seda?

3 A. Yes, actually two things. I went to the gas
4 company on three occasions and I gave --- tried to
5 give all this information, his name, his address, his
6 telephone number, where he currently gets gas now, his
7 Social Security number and the gas company wanted
8 nothing to do with it. And I tried ---.

9 JUDGE:

10 Okay.

11 A. And I tried on three separate occasions.

12 JUDGE:

13 Okay. Can you give the dates that you
14 went to the company? You appeared to the company in
15 person?

16 A. Yes.

17 JUDGE:

18 And where was that?

19 A. I'm pretty sure it's 4400 Frankford Avenue.

20 JUDGE:

21 And when was that?

22 A. I went twice on October 31st. The first time I
23 went I couldn't get interest so they told to come back
24 when a manager was there. And I spoke to a manager
25 --- I went back ---.

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JUDGE:

October 31st of 2006?

A. Yes.

JUDGE:

Okay. You went to 4400 Frankford Street.
You went to speak to someone. They told you to come
back when a manager was available?

A. A supervisor, yes.

JUDGE:

Okay. You went twice and that's what you
were told?

A. Yes.

JUDGE:

Okay. And you said there was a third
occasion?

A. Actually the third occasion was a phone call.

JUDGE:

Okay. And when was the phone call
placed?

A. The phone call was placed --- I'm trying to think.
I think it was that Monday after October 31st.

JUDGE:

Okay. I don't have a 2006 calendar in
front of me either. Okay. Monday after October 31st.

A. October 31st. Yes.

1 JUDGE:

2 Okay. You placed a phone call. What
3 number did you dial?

4 A. 215-335-1000.

5 JUDGE:

6 And about what time did you call?

7 A. Morning hours.

8 JUDGE:

9 So a.m.?

10 A. Yes.

11 JUDGE:

12 Okay. And what did you try to
13 communicate on that phone call?

14 A. I just tried to get ahold of another supervisor
15 which they put me through to someone that basically
16 told me the same thing as the supervisor from
17 Frankford Avenue.

18 JUDGE:

19 Okay. And you were told that ---?

20 A. I was responsible for the bill because it was my
21 property. And they said I should --- I should have
22 known who I was putting in the property and I should
23 have made sure they were paying their bill. Also I'd
24 like to add that when he was in the property before he
25 moved out --- a few months before he moved out I said,

1 basically, and maybe January of '04, I did try to
2 contact the gas company and because the gas was not in
3 my name they would not give me no information.

4 JUDGE:

5 Okay. So there was a time before October
6 31st, 2006 that you tried to contact the company?

7 A. Yes.

8 JUDGE:

9 And that was approximately January of
10 2004?

11 A. January of 2004, yes.

12 JUDGE:

13 And the company refused to speak with you
14 because the gas was not in your name?

15 A. Correct. And the reason why I did contact the gas
16 company because my cousin stopped paying the mortgage
17 and he was in the property and he stopped paying the
18 mortgage so that's why I tried to contact the gas
19 company.

20 JUDGE:

21 Okay. So what happened with the property
22 from the time Mr. McDermott moved out which was
23 September 2004 through the time you sold the property
24 October 2006 in reference to the gas service? Was
25 there gas service still being provided?

1 A. Well, I see here on the ---.

2 JUDGE:

3 No. No. No. I'm asking you from your
4 personal ---

5 A. Oh, the ---

6 JUDGE:

7 knowledge?

8 A. --- the property was vacant for about four or five
9 months.

10 JUDGE:

11 Okay. That ---.

12 A. Approximately ---.

13 JUDGE:

14 Okay. Wait a minute. Listen to my
15 question, Ms. McDermott-Seda.

16 A. Okay.

17 JUDGE:

18 You have told me that your cousin, Mr.
19 Michael G. McDermott, occupied 1838 East Wishart
20 Street from November 2002 through September of 2004;
21 is that correct?

22 A. Basically, I think --- I'm pretty sure it was
23 about February of 2004.

24 JUDGE:

25 February now?

1 A. Yes. But the property was vacant until September
2 2004.

3 JUDGE:

4 Okay. So Mr. McDermott occupied the
5 property from November 2002 to February 2004?

6 A. Yes.

7 JUDGE:

8 Okay.

9 A. I'm sorry. I mean, the property was vacant up
10 until September.

11 JUDGE:

12 Okay. So from February 2004 to September
13 2004 was the property vacant?

14 A. Yes.

15 JUDGE:

16 Okay. And to your knowledge from
17 February 2004 to September 2004, was there gas service
18 provided to 1838 East Wishart Street?

19 A. I don't ---.

20 JUDGE:

21 You assume it was?

22 A. Yes.

23 JUDGE:

24 Who was paying that gas service?

25 A. Not me. I didn't know there was actually even gas

1 on the property.

2 JUDGE:

3 Okay. So you did not make any measures
4 to have the gas shut off during that time frame?

5 A. No.

6 JUDGE:

7 Okay. All right. All right. From
8 September 2004 was the property occupied?

9 A. Yes.

10 JUDGE:

11 By who was the property --- by whom was
12 the property occupied?

13 A. Wanda Colon.

14 JUDGE:

15 Could you spell the last name?

16 A. C-O-L-O-N.

17 JUDGE:

18 Okay. All right. Do you have any
19 dispute as far as after September 2004 ---

20 A. No.

21 JUDGE:

22 --- with the gas service?

23 A. No.

24 JUDGE:

25 Okay. So we don't have to worry about

1 Wanda Colon.

2 A. No.

3 JUDGE:

4 Okay. So your dispute is for gas service
5 from ---?

6 A. November of 2002.

7 JUDGE:

8 For the occupancy of your cousin?

9 A. Yes.

10 JUDGE:

11 Okay. Are you disputing through his
12 vacating of the property or through September 2004?

13 A. Through February of 2004.

14 JUDGE:

15 Okay. So vacating his property --- the
16 property?

17 A. Yes.

18 JUDGE:

19 Okay. You said there was several things
20 you wanted to tell me and you talked about contacting
21 PGW three times and speaking with them over the phone.
22 Is there anything else you wish to tell me?

23 A. I just wanted to add that I received a phone call
24 January about the 29th of 2007 from a representative
25 from PGW ---

1 JUDGE:

2 Right.

3 A. --- that Mr. Farinas father passed away and that
4 they could not have the hearing on February 7th due to
5 the father's funeral on that date. When I received
6 your copy of your letter for your motion for
7 continuance it says that the reason why he couldn't
8 show up there was that they were having testing of the
9 complaints data base.

10 JUDGE:

11 Correct.

12 A. I think it's really unprofessional that they're
13 going to lie and, you know they should probably get
14 their lies straight and tell both parties the same
15 thing.

16 ATTORNEY FARINAS:

17 If I may, --- if I may speak to that,
18 Your Honor. Ms. McDermott, my father did actually die
19 and I did actually have scheduled for today data base
20 testing. It just that when I left the office and left
21 the instructions for my paralegal staff they did get
22 their facts and dates confused. So whereas I did have
23 request for continuance is due to my father's death
24 last week, the request for reason for this continuance
25 of this hearing was for the reason mentioned.

1 A. Okay. Because they didn't say that to me when I
2 called.

3 ATTORNEY FARINAS:

4 I'm sorry for that mix-up. I was
5 involved in an emergency situation anyway.

6 JUDGE:

7 Ms. McDermott-Seda, I apologize if --- I
8 apologize for the miscommunication. You are correct
9 that there should be professionalism in providing you
10 the correct information. However, I would note that
11 we are having the hearing on this date ---

12 A. Right.

13 JUDGE:

14 because of my ruling.

15 A. Okay.

16 JUDGE:

17 Okay. Is there anything else you wish to
18 --- information you wish to provide to me?

19 A. No, that's it.

20 JUDGE:

21 Okay.

22 A. Actually, can I add one more thing?

23 JUDGE:

24 Go ahead.

25 A. When he did move in the property it was with the

1 understanding that he was responsible for the bills.
2 That's why the gas bill was in his name.

3 JUDGE:

4 You did say that, ---

5 A. Yes.

6 JUDGE:

7 --- Ms. McDermott-Seda.

8 A. Okay.

9 JUDGE:

10 And I'm assuming by he you're referring
11 to Michael McDermott?

12 A. Correct.

13 JUDGE:

14 Okay. All right. Mr. Farinas, this
15 witness is ready for your Cross, sir.

16 ATTORNEY FARINAS:

17 Thank you, Your Honor.

18 CROSS EXAMINATION

19 BY ATTORNEY FARINAS:

20 Q. I actually want to start where you just left off,
21 Ms. McDermott-Seda. When you allowed Michael
22 McDermott to live at the property, again, you stated
23 that you felt sorry for him. He was a family member
24 and you had a verbal agreement, did you mean --- that
25 he was going to pay the mortgage. Did you intend him

1 to have any ownership interest while he --- while in
2 the property? Were you giving part of the property to
3 him?

4 A. No.

5 Q. Okay. And so you were basically renting to him
6 without a lease; is that correct?

7 A. I let him pay the mortgage, yes.

8 Q. Okay. But that was payment of his rent; correct?

9 A. Yes.

10 Q. Okay. Did you have a license to rent --- let this
11 property out?

12 A. No, I didn't actually do that so it wasn't
13 profiting off the property.

14 Q. Okay. And when you --- well, when you allowed him
15 to live there according to your verbal lease, did you
16 notify PGW that he was your electee?

17 A. No.

18 Q. Okay. Oh, also you said that there was a \$1,400
19 remaining water department bill ---

20 A. Yes.

21 Q. --- for the property? A \$1,000 of which you
22 attributed to his usage at the property?

23 A. No, I did not say that. I said it was put into a
24 separate account when I first moved in the property.
25 I was on low income and I couldn't afford the water

1 bill. So what they did was they took a \$1,000 that my
2 account was up to after I moved in the property and
3 put it in a separate account.

4 Q. Okay. But what was --- I'm sorry, I misunderstood
5 then. There was a certain amount of the water bill
6 --- of the water bill that was due to Michael
7 McDermott's usage at the property?

8 A. No. It was incurred after that.

9 Q. So Michael McDermott paid the water bill?

10 A. Yes.

11 Q. And again, you had nothing in writing --- nothing
12 evidencing this --- your agreement to have him lease
13 your property; correct?

14 A. That's correct.

15 Q. Okay. When you --- when you went to PGW to
16 discuss these matters with PGW and they told you there
17 was nothing they could do?

18 A. Correct.

19 Q. Did they explain --- can you tell me what was
20 explained to you?

21 A. Basically, what they told me is that I own the
22 property and if I let him move in the property that I
23 was responsible for his bill because I should have
24 known who I had in the property.

25 Q. Okay. And the information regarding having a

1 written lease, do you think that had anything to
2 figure into it?

3 A. I'm not sure.

4 Q. Okay.

5 ATTORNEY FARINAS:

6 Your Honor, would you indulge me for a
7 moment?

8 JUDGE:

9 Sure.

10 BY ATTORNEY FARINAS:

11 Q. Are you --- when your cousin Michael left the
12 property, did he --- you consider that he owed you an
13 money for anything else at the property?

14 A. Just the two months that he didn't pay the
15 mortgage.

16 Q. Two months that he didn't pay the mortgage. Are
17 you --- are you taking legal action against him for
18 that or any other losses that you may have incurred?

19 A. Not for the mortgage, no. And that was the only
20 loss that I incurred.

21 Q. What about if you did not recover the money for
22 the gas bill? Would you be willing to take legal
23 action against him for that?

24 A. Yes.

25 Q. And so why not for the unpaid mortgage?

1 A. Because I paid that when it was due. But I never
2 paid my mortgage because I've already paid that.

3 Q. So I'm --- but I'm saying then he owed you this
4 money; correct?

5 A. Yes.

6 Q. But you're not going to take action against him
7 for it?

8 A. No.

9 JUDGE:

10 Your Honor, I have no further questions
11 at this time.

12 JUDGE:

13 Okay. Very well. Ms. McDermott, I have
14 a couple of questions based on the questions that Mr.
15 Farinas asked you. Please bear with me.

16 A. Okay.

17 JUDGE:

18 Some of it I think you have already
19 spoken to.

20 A. Okay.

21 JUDGE:

22 You did say that in about January of 2004
23 you spoke to the company, but because the --- you
24 spoke to PGW.

25 A. Correct.

1 JUDGE:

2 But because the gas was not in your name
3 they did not want to speak with you?

4 A. Correct.

5 JUDGE:

6 Okay. Was there any --- did there ever
7 come a time while Mr. McDermott was occupying the
8 property prior to that January 2004 contact with PGW
9 that you spoke with PGW and told them that you had
10 someone living in your property with a verbal
11 agreement to live there?

12 A. In November --- the October the month before we
13 moved in.

14 JUDGE:

15 October 2002?

16 A. Yes. Correct.

17 JUDGE:

18 And what did you tell the company in
19 October 2002?

20 A. That my cousin was moving in the property and that
21 the gas would be in his name. They said that they
22 would transfer it over when he came in in November.

23 JUDGE:

24 Okay. But you did not tell them that you
25 were the landlord?

1 A. No.

2 JUDGE:

3 Okay. Mr. Farinas, are there any
4 questions based on the questions that I asked?

5 ATTORNEY FARINAS:

6 No, Your Honor. I believe you made ---.
7 Everything was good.

8 JUDGE:

9 Okay. Ms. McDermott, at this time the
10 company --- let me ask you this. Do you have anyone
11 else that you wish to present as a witness for your
12 complaint?

13 A. I'm sorry. I didn't hear you.

14 JUDGE:

15 Do you have any one else that you wish to
16 present as a witness for your complaint?

17 A. No.

18 JUDGE:

19 Okay.

20 A. Could I add one more thing, though?

21 JUDGE:

22 Go ahead, Ms. McDermott.

23 A. Okay. From November of 2002 when the gas was put
24 in his name until February of 2004, the gas company
25 left the gas on in his name with only two payments.

1 So for that whole time he was at the residence and the
2 gas was in his name and the gas company knew the gas
3 was in his name they only let him make two payments,
4 one of \$88 and one of \$100.

5 JUDGE:

6 Okay.

7 A. But I just want the record to state that they left
8 the gas on that whole time with just two minimal
9 payments.

10 JUDGE:

11 Okay.

12 A. Okay.

13 JUDGE:

14 The company is now going to present their
15 side of the case. And just as they did not interrupt
16 when I was asking you questions I'm going to ask you
17 not to interrupt them when they are --- have a
18 question and answer session.

19 A. Okay.

20 JUDGE:

21 However, if you should --- if there is
22 something that you disagree with you might want to
23 write that down so that when it is your turn to ask
24 questions that you cover that.

25 A. Okay.

1 JUDGE:

2 All right. Mr. Farinas? I'm ready for
3 your presentation, sir.

4 ATTORNEY FARINAS:

5 Thank you, Your Honor. At this time, I'd
6 like call Ms. Anne Marie Cromley.

7 JUDGE:

8 Very well. Ms. Cromley, please raise
9 your right hand so I may swear you in.

10 -----
11 ANNE MARIE CROMLEY, HAVING FIRST BEEN DULY SWORN,

12 TESTIFIED AS FOLLOWS:
13 -----

14 JUDGE:

15 Ms. Cromley, please state your full name,
16 spelling your last name for the record.

17 A. Anne Marie, that's two words, Anne with an E, last
18 name is Cromley, C-R-O-M-L-E-Y.

19 JUDGE:

20 And are you employed by PGW?

21 A. Yes, I am. And my title is Senior Customer Review
22 Unit Officer.

23 JUDGE:

24 Mr. Farinas, you may continue with your
25 witness, sir.

1 ATTORNEY FARINAS:

2 Thank you, Your Honor.

3 DIRECT EXAMINATION

4 BY ATTORNEY FARINAS:

5 Q. Ms. Cromley, what is your business address?

6 A. 800 North 9th Street, Philadelphia, PA, 19122.

7 Q. And as a senior customer review officer, what do
8 your duties entail?

9 A. My duties are to investigate and resolve
10 complaints from the Bureau of Consumers Services and
11 from customers.

12 Q. And did you investigate the complaint filed by Ms.
13 McDermott-Seda we're discussing today?

14 A. Yes, I did.

15 Q. Can you give us a brief overview of the result of
16 your investigation?

17 A. Yes, I can. The gas account of 1838 East Wishart
18 Street was put in the name of Michael G. McDermott on
19 11/02 of 2002. Mr. McDermott was billed monthly based
20 on actual readings. PGW finalized this account on
21 02/01 of 2004 for Mr. McDermott. Mr. McDermott
22 received a final bill in the amount of \$1,677.70.
23 After that late payment charges accrued and Mr.
24 McDermott's bill finally went into write-off status as
25 of September of 2004 for a total amount of \$1,833.04.

1 PGW also wants you take note that a lien was issued to
2 the property. I believe the lien date is listed on
3 the lien and judgement document for the exhibit.

4 Q. What is that date?

5 A. The 1st of February 200 --- that was the last
6 date. Bear with me a minute. Okay. The claim date
7 which is listed on the document is .

8 JUDGE:

9 Okay. Wait a minute.

10 ATTORNEY FARINAS:

11 We haven't introduced the document yet.
12 I was about to get to that.

13 JUDGE:

14 But at least identify the document.

15 ATTORNEY FARINAS:

16 Surely.

17 BY ATTORNEY FARINAS:

18 Q. Ms. Cromley, are you referring to the documents
19 which we have previously circulated and marked as PGW
20 Exhibit Two?

21 (PGW Exhibit Number Two marked for
22 identification.)

23 A. Yes, that is correct.

24 BY ATTORNEY FARINAS:

25 Q. Okay. Can you tell us --- can you look to the

1 lower right-hand corner of that document? Of the
2 printed material on the document and tell us the lien
3 date?

4 A. Yes. The lien date is July 12th, 2004.

5 Q. Ms. Cromley, what I'd like you to do now is to
6 discuss the account for the gas usage for the period
7 we've been talking about for the Wishart Street
8 address.

9 ATTORNEY FARINAS:

10 Your Honor, I've previously circulated
11 another document that which I'd like to have marked as
12 PGW Exhibit One.

13 (PGW Exhibit Number One marked for
14 identification.)

15 JUDGE:

16 Very well, it is so identified.

17 ATTORNEY FARINAS:

18 Thank you, Your Honor.

19 BY ATTORNEY FARINAS:

20 Q. Ms. Cromley, do you have that document in front of
21 you?

22 A. Yes, I do.

23 Q. Can you tell us what this is?

24 A. Yes. This is history request report for the
25 account for Michael McDermott.

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JUDGE:

Just a moment. Ms. McDermott-Seda?

MS. McDERMOTT-SEDA:

Yes.

JUDGE:

Do you have that document ---?

MS. McDERMOTT-SEDA:

I don't.

JUDGE:

Okay. Thank you. Go ahead.

BY ATTORNEY FARINAS:

Q. Ms. Cromley, first if I can ask you a few brief questions about this document. Where does the information on this document come from?

A. From PGW computer system.

Q. And does PGW keep this information in the normal course of its business?

A. Yes, we do.

Q. And who put the information on the document?

A. Okay. That would be in putted by costumer service representative.

Q. Any other kind of PGW employee?

A. Yes.

Q. I see on this document there are individual dates describing things that happened on there. The

1 information that is contained on here, does it occur
2 at or near the time that the PGW employee puts the
3 information into the computer system?

4 A. Yes, it does.

5 Q. And is it that employee's job to input that
6 information into the computer system?

7 A. Yes.

8 Q. Can I ask you to again take quick overview so we
9 can all read the document? What do the various
10 columns tell us?

11 A. Yes. If we start with column one it has a
12 transaction date that's PRAN. Transaction date is
13 11/29 of '02. The transaction type next column says
14 it's a bill. The current amount of that bill \$90 is
15 the total amount. Any adjustments that would have
16 occurred on the account. Segment start date is the
17 start date of the particular bill. Segment end date
18 is the end date of the bill. We have the reading
19 prior to the meter that it was a regular reading.

20 Q. How do you know it was a regular reading?

21 A. By the indication of the R.

22 Q. And R --- what other information does it tell us?
23 Did he have a meter reader go out to the property?

24 A. No, we have an automatic meter reader device that
25 reads it.

1 Q. Okay.

2 A. Then we have the actual end read for that
3 particular date. The current balance, what was used,
4 that's the usage and the meter number at the property.

5 Q. Can you comment on whether all of the meter
6 readings for the bill that were generated here are
7 actual reads?

8 A. They were all actual reads until we get to August
9 29th of 2003, we have one estimated read.

10 Q. What was --- do you know the reason for that, if
11 you know?

12 A. It's a possibility that the truck not being able
13 to ere ad that day for some particular reason.

14 Q. Okay.

15 A. On the next month it does adjust when we get
16 another actual reading.

17 Q. Can I ask you to comment on the usage pattern of
18 --- at the Wishart Street address? Do they --- do
19 they seem accurate to you?

20 A. Yes, they do. It starts in the winter months and
21 we see the usages goes up monthly. As the summer
22 months draw near the usage drops down. And at the end
23 of the documents you see we start with the winter
24 months again and the usage goes back up.

25 Q. May I ask you to comment on the payment patterns

1 of the customer record at this address?

2 A. Yes. The customer did not have a good payment
3 record. However, he did make two payments. He made a
4 payment in April of '03 and he made a payment in July
5 of '03.

6 Q. Is there any reason why customers could make few
7 so payments and still have their gas on?

8 A. Yes, because PGW does have a moratorium during the
9 winter months and we can't shut off.

10 Q. And any other reason where a shut-off would be
11 postponed?

12 A. Possibility we could not get into the property and
13 we have no access and no way to shut the gas off.
14 Also of if a customer enters into a payment
15 arrangement they usually have a couple of months
16 before that payment arrangement breaks so it does give
17 continuous service during that time period.

18 Q. Just out of --- for the sake of information, on
19 the very second transaction date, that's 12/28/2002,
20 it says WNA 2 and 5?

21 A. Yes.

22 Q. The amount is only 49 cents. Do you know that
23 means?

24 A. Yes. The WNA is the weather normalization
25 adjustment and that could either be a credit or a

1 debit based on the information from our system, the
2 computer system.

3 Q. Is this apart of PGWs rate structure?

4 A. Yes, it is.

5 Q. I also see on the transaction date of August 8th
6 of 2003, COLFEE can you tell us what that is?

7 A. Yes. That's a \$10 fee for collection trying to
8 get into shut the gas off or to collect money.

9 Q. And so would PGW have been other than this ---
10 other on this occasion attempting to make collection
11 of this money?

12 A. Yes.

13 Q. How?

14 A. Tried to contact the customer by phone and also
15 make numerous attempts with notices. Regular
16 collection notices.

17 Q. Okay. Can you verify the amount that would pay as
18 a result of PGWs collection on --- at --- on the
19 Wishart Street property pursuant to the Lien Act ---?

20 A. Yes. The total amount collected for the lien was
21 in the amount of \$1,833.04.

22 Q. And what does that amount represent?

23 A. That amount represents the total account balance
24 from Mr. McDermott's account.

25 Q. When was gas terminated at the Wishart Street

1 under Mr. McDermott's account?

2 A. February 1st of 2004.

3 Q. And next to this column, I'd like to move to the
4 second documents which we have previously identified
5 as PGW Exhibit Two. Ms. Cromley, can you describe
6 what this document is?

7 A. Yes. This document is a record of a lien being
8 filed against the property.

9 Q. Where ---.

10 JUDGE:

11 Just a moment. Ms. McDermott-Seda, do
12 you have the Exhibit Two?

13 MS. McDERMOTT-SEDA:

14 Exhibit Two, yes.

15 JUDGE:

16 Thank you. You may continue, Mr.
17 Farinas.

18 ATTORNEY FARINAS:

19 Thank you, Your Honor.

20 BY ATTORNEY FARINAS:

21 Q. Ms. Cromley, can you tell us where this
22 information comes from?

23 A. This information comes from PGW from the account
24 financial history for the final balances of the
25 property.

1 Q. And as with PGW Exhibit One, does PGW keep this
2 record in the normal course of its business?

3 A. Yes, we do.

4 Q. And is --- do the people that enter this
5 information on PGW record, do they --- is it their job
6 to enter this information on the record?

7 A. Yes, it is.

8 Q. And again, I assume they are PGW employees;
9 correct?

10 A. Yes.

11 Q. And in --- when they enter the information on the
12 record, do they do it at or near the time the event
13 they're describing occurred?

14 A. Yes, they do.

15 Q. Again, could you review very quickly what --- what
16 information is contained on the lien and judgement
17 record?

18 A. The information is the current amount at the time
19 the lien is filed, the account that was filed which
20 would be in the customer's name, the amount at that
21 time that was owed.

22 Q. Now, you said that the amount that was collected
23 pursuant to the Municipal Lien Act was \$1,800 figure;
24 correct?

25 A. That is correct.

1 Q. Can you explain the difference that is shown on
2 PGW Exhibit Two?

3 A. Yes. PGW Exhibit Two on the right-hand column,
4 the last line says last bill date and they're using a
5 date of February 1st of 2004. At that time, the
6 account read the amount of \$1,789.23. That was the
7 current amount due at that time.

8 Q. In your investigations did you research any other
9 information regarding the relationship between Michael
10 McDermott and the Complainant here today?

11 A. Yes.

12 Q. What did --- what did you find out in your
13 investigation? What was the relationship between
14 them?

15 A. Basically, that he was her cousin or a could have
16 been her husband. It was some family member, Mr.
17 McDermott.

18 Q. Did your investigation show if there was ever any
19 lease presented --- paper lease or even discussed?

20 A. No, it does not.

21 ATTORNEY FARINAS:

22 Your Honor, I have no further questions
23 at this time. My witness is available for Cross
24 Examination.

25 JUDGE:

1 Very well. Ms. McDermott-Seda?

2 MS. McDERMOTT-SEDA:

3 Yes.

4 JUDGE:

5 You may ask questions of this witness.

6 MS. McDERMOTT-SEDA:

7 Okay.

8 CROSS EXAMINATION

9 BY MS. McDERMOTT-SEDA:

10 Q. Okay. You stated on Exhibit One that the
11 initials COLFEE was the collection fee? I just wanted
12 to make sure I only see it on there one time that
13 someone was sent out the house one time during that
14 whole period he was living there?

15 A. In the interim, there are notices sent.

16 Q. So you have somebody go out to the property one
17 time?

18 A. That is correct.

19 Q. Okay. Another thing you said there could be a
20 couple of reason why he only made two payments and
21 they left the gas on that long.

22 A. Okay.

23 Q. You said that you don't turn off the gas in the
24 winter months?

25 A. That's correct.

1 Q. Okay. So you shut his gas off February 2004
2 that's a winter month. I'm just curious.

3 A. Okay. That would be based on information we
4 obtained.

5 Q. Okay. Another thing you said you had no access to
6 shut the gas off at this property, at my property? If
7 you had to shut the gas off how would shut the gas
8 off? Do you have to get into the property to shut the
9 gas off?

10 A. There are three scenarios to shut the gas off.
11 One is to get into the property. The second scenario
12 is there's a curb box we can shut it off at the curb.
13 The third scenario is we can dig it up in the street.

14 Q. Okay. So there was two other ways for you to shut
15 the gas off?

16 A. That is correct.

17 Q. Okay. And one other thing you said that sometimes
18 also that the reason why he only made two payment is
19 because sometimes they'll make payment arrangements?

20 A. That is correct.

21 Q. So he did make payment arrangements with you guys,
22 but still only made two payments the whole time he was
23 in the property?

24 A. It's a possibility. I'm not familiar at all who
25 he contacted.

1 Q. Okay. That's all.

2 JUDGE:

3 I have a couple of questions, Ms.
4 Cromley.

5 A. Yes, Your Honor.

6 JUDGE:

7 If Mr. McDermott was on a payment
8 arrangement would that show in the history report at
9 PGW Exhibit Number One?

10 A. No, it would not, Your Honor.

11 JUDGE:

12 Okay. Focusing your attention on PGW
13 Exhibit Number Two. I think because we have all these
14 numbers here that don't jive I have questions.
15 There is on PGW Exhibit Number Two a box on the left-
16 hand side of the document under account information at
17 the time of the claim. Total amount due of \$1,789.29;
18 do you see that?

19 A. Yes, I do.

20 JUDGE:

21 Then there is another box under lien
22 details further down on the same side of the document,
23 current claim amount \$1,769.29; do you see that
24 figure?

25 A. \$1,769.29 is ---.

1 JUDGE:

2 Under current claim amount?

3 A. Yes.

4 JUDGE:

5 Do you see that figure?

6 A. Yes.

7 JUDGE:

8 Then there is another figure under the
9 lien details but in the next column to the right
10 saying USAARS 0-30 and that figure is \$91.59; do you
11 see that figure?

12 A. Yes, that ---.

13 JUDGE:

14 Just a moment.

15 A. Yes.

16 JUDGE:

17 Then there is another figure to the right
18 --- in the right column to that column saying USAARS
19 91-up and that figure is \$1,677.70; do you see that
20 figure?

21 A. Yes, Your Honor.

22 JUDGE:

23 Okay. Now, I have --- I'm assuming that
24 the USAARS 91-up figure and the USAARS 0-30 figure add
25 up to the current claim amount of \$1,769.29; is that

1 correct?

2 A. That is correct, Your Honor.

3 JUDGE:

4 Okay. However, the \$1,769.29 and the
5 other figure under account claim, \$1,789.29 are not
6 the same. Also we have another figure that you have
7 said in your testimony the total collected was
8 \$1,833.04; is that correct?

9 A. That is correct, Your Honor.

10 JUDGE:

11 Okay. My question is how do I get from
12 the PGW Exhibit Number Two to the total collected of
13 \$1,833.04?

14 A. If I could call your attention to PGW Exhibit One.

15 JUDGE:

16 Okay.

17 A. The second page of that document.

18 JUDGE:

19 Yes.

20 A. If you look at the third column from the left
21 where it says current balance ---

22 JUDGE:

23 Yes.

24 A. --- is an amount of \$1,677.70.

25 JUDGE:

1 Yes.

2 A. If you follow that over to the left of that
3 document you'll see the segment end date 02/01 of
4 2004.

5 JUDGE:

6 Yes.

7 A. Okay. If we go all the way to the second column,
8 transaction type, ---

9 JUDGE:

10 Yes.

11 A. --- and follow that down, you'll see that late
12 payment charges ---

13 JUDGE:

14 Yes.

15 A. --- accrued on this account ---

16 JUDGE:

17 Yes.

18 A. --- as of the final bill date.

19 JUDGE:

20 Right.

21 A. Late payment charges accrued until we actually put
22 the account into a write-off status, Your Honor.

23 JUDGE:

24 Okay. So the difference is the late
25 payment charge is added after the February 1st, 2004

1 date?

2 A. That is correct.

3 JUDGE:

4 Okay. However, there is a \$20
5 differences between the transaction date figure at
6 September 4th, 2004 and what you said --- that your
7 testimony said that PGW collected. What is --- what
8 represents that \$20 figure?

9 A. Your Honor, there's about a good possibility that
10 it's another late payment charge.

11 JUDGE:

12 Okay. All right. So the \$1,813 ---
13 \$1,813.04 is attributed through September 4th, 2004
14 where the lien was actually collected on October 2006;
15 is that correct?

16 A. Yes, Your Honor.

17 JUDGE:

18 Okay. So there is approximately a little
19 less than 60 days between the time the lien was
20 collected and the transaction date of Sept 4th, 2004
21 which attributes \$1,813.04; is that correct?

22 A. Your Honor, I'm a little confused by your
23 question.

24 JUDGE:

25 Okay. The lien was collected in October

1 of 2006; correct?

2 A. That's correct.

3 JUDGE:

4 And it was the end of October; correct?

5 A. Of 2006, yes.

6 JUDGE:

7 And the figure for --- on PGW Exhibit
8 Number One corresponding to transaction date September
9 4th, 2004 of \$1,813.04 is almost two months prior to
10 the collection date; is that correct? Oh, two years,
11 I'm sorry. Correct?

12 A. Yes, it's two years, Your Honor.

13 JUDGE:

14 So you're saying \$20 is over two years?

15 A. No, what I'm saying is --- okay. The history
16 request sheet report. The information that goes over
17 when it goes into write-off is not actually the same
18 as the account financial history which is on the
19 system so in the interim I was going to write off
20 apparently another \$20 accrued so that when the
21 account balance was looked at and the write-off amount
22 was adjusted it was actually \$1,833.04.

23 JUDGE:

24 Okay.

25 A. That's the only way I can explain it.

1 JUDGE:

2 Okay. Okay. Did PGW ever contact Mr.
3 McDermott?

4 A. I believe through the collection process he would
5 have been contacted a number of times, Your Honor.
6 Did you hear my response?

7 JUDGE:

8 I did hear your response. I'm sorry.

9 A. That's all right.

10 JUDGE:

11 Is there a reason PGW has decided not to
12 go after Mr. McDermott as he is the person on the
13 account that accrued the balance?

14 A. Your Honor, the final bill would have went through
15 our process of collections and we would have made
16 numerous attempts to collect that money and then we
17 could have even been placed with a collection agency.

18 JUDGE:

19 If it was placed with a collection agency
20 then did PGW sell this uncollectible?

21 A. No, not to my knowledge.

22 JUDGE:

23 So is there a possibility to have
24 actions against Mr. McDermott as well as Ms.
25 McDermott-Seda for the same bill?

1 A. Your Honor, the lien is different. The lien was
2 placed on the property for that particular bill.

3 JUDGE:

4 I understand that, Ms. Crowley. I guess
5 my question is could the company recoup something from
6 Mr. McDermott as well as something from Ms. McDermott-
7 -Seda?

8 ATTORNEY FARINAS:

9 And I'm not sure we understand the nature
10 of your question. Mr. McDermott was the customer of
11 record and had he responded to collection activity we
12 would have recouped something.

13 JUDGE:

14 Okay. I guess the reason I'm here at
15 this point is because Ms. Cromley said that the debt
16 would have gone through a collection agency and my
17 question was did they sell uncollectible and she said
18 no. So there still is action to be taken under Mr.
19 McDermott; is that correct?

20 ATTORNEY FARINAS:

21 Your Honor, if I may. The debtor has
22 been satisfied. And so I'm sure there are sort of
23 accounting processes we would probably no longer go
24 after Mr. McDermott because the debt has been
25 satisfied.

1 JUDGE:

2 Okay. All right. Bear with me, Mr.
3 Farinas. If we were back in October 1st, 2006, the
4 debt would not have been satisfied; correct?

5 ATTORNEY FARINAS:

6 That's correct.

7 JUDGE:

8 Okay. My question is the company would
9 still be going after Mr. McDermott; is that correct?

10 ATTORNEY FARINAS:

11 As it was in light of the subject of
12 whatever process PGW would go to and write-off and
13 that is, I guess, we had the choice to sell the debt
14 or I'm actually not sure whether or not we have
15 collection agencies that do not purchase but any
16 collection available that would be --- that we would
17 normally have with debt that are written off, that's
18 what would occur.

19 JUDGE:

20 Okay. Okay. Let's just go with what did
21 occur. Focusing your attention on PGW Exhibit Number
22 Two. There is a claim executed date of July 12th,
23 2004. As of July 12th, 2004 does that mean that this
24 debt that's accrued through Mr. McDermott is now
25 placed on the property and does not go after Mr.

1 McDermott as of that date?

2 A. The lien has been satisfied, Your Honor.

3 JUDGE:

4 No. No. No. No. I'm talking about
5 this date, July 12th, 2004 that's on your exhibit.

6 A. Okay. No, we will not go after Mr. McDermott.

7 JUDGE:

8 Okay.

9 A. The lien has been satisfied.

10 JUDGE:

11 Okay. Wait. No. Okay. Perhaps this is
12 a legal question.

13 ATTORNEY FARINAS:

14 Yes, Your Honor. I mean, the way this
15 whole thing --- the way this whole thing works is that
16 there's Municipal Lien Acts as one of their collection
17 tools that we have because we're in a unique position
18 of being owned by the City of Philadelphia.

19 JUDGE:

20 I understand that, Mr. Farinas. I guess
21 my problem --- my dilemma is I want to make sure
22 that ---.

23 ATTORNEY FARINAS:

24 Just because we file a lien there's also
25 another --- there's also an unsatisfied account that's

1 out there that has a customer of record that we can
2 collect against. Just because we file a lien we do
3 not cease all other collection activities because we
4 don't know when that lien is going to be satisfied.

5 JUDGE:

6 Okay. All right.

7 ATTORNEY FARINAS:

8 Thank you.

9 JUDGE:

10 You're welcome. Okay. Bear with me for
11 a moment. I'm sorry.

12 MS. McDERMOTT-SEDA:

13 Okay. Can I ask a question?

14 JUDGE:

15 Not yet. I'm not sure I'm finished ---

16 MS. McDERMOTT-SEDA:

17 Okay.

18 JUDGE:

19 --- Ms. McDermott-Seda. Okay. I believe
20 I'm finished. Ms. McDermott-Seda.

21 RE CROSS EXAMINATION

22 BY MS. McDERMOTT-SEDA:

23 Q. I just have a question for Ms. Cromley. She said
24 that they did try to collect the debt off of Michael
25 McDermott before they placed a lien on the property. I

1 would just like to know how they contacted him to try
2 to get the money that he owed the gas company. Was
3 that in writing letters what address? Like, I don't
4 understand.

5 A. Yes. That would have been phone calls. That
6 would have been collection notices.

7 Q. Sent to where?

8 A. Excuse me?

9 Q. Sent to where?

10 A. To Wishart Street where the account was.

11 Q. Okay. And the phone you said would also be the
12 last number he gave you?

13 A. If there was a phone number there they would have
14 attempted to contact him.

15 Q. Okay.

16 JUDGE:

17 All right. I have nothing further for
18 this witness. Ms. Cromley, you are excused.

19 A. Thank you, Your Honor.

20 ATTORNEY FARINAS:

21 Thank you, Your Honor. At this time I
22 would move that PGW Exhibits One and Two be admitted
23 into the record.

24 JUDGE:

25 Very well. Ms. McDermott-Seda do you

1 have any objection to these exhibits?

2 MS. McDERMOTT-SEDA:

3 No.

4 JUDGE:

5 Very well. They are accepted into the
6 record. Mr. Farinas, what is PGW requesting in
7 reference to this complaint?

8 ATTORNEY FARINAS:

9 I simply request that the Commission
10 dismiss the complaint. The debt has been satisfied.
11 However, under the Municipal Lien Act I ask that the
12 Commission find that it does not have, as it has done
13 in the past, does not have jurisdiction over PGW
14 actions with respect to collection of liens through
15 the Municipal Lien Act. I believe I did forward a
16 case which was somewhat on point, at least, to this
17 matter that even the Public Utility Code itself says
18 it --- it's not intended that the Public Utility Code
19 interfere with PGWs ability to collect under the
20 Municipal Lien Act.

21 JUDGE:

22 Very well. Ms. McDermott-Seda?

23 MS. McDERMOTT-SEDA:

24 Yes.

25 JUDGE:

1 Is there any closing concluding remarks
2 that you wish to provide?

3 MS. McDERMOTT-SEDA:

4 No, just that I'd like to recover the
5 money that was taken off of me for Mr. McDermott's
6 bill. And I just think that they should have went
7 after him, you know ---.

8 JUDGE:

9 More rigorously?

10 MS. McDERMOTT-SEDA:

11 Yes. And actually when I went down on
12 October 31st I tried to give them all his information,
13 his Social Security number, his address, his telephone
14 number, they wanted nothing --- they didn't want hear
15 it. They just said it was my problem now.

16 JUDGE:

17 Okay.

18 MS. McDERMOTT-SEDA:

19 And that's it.

20 JUDGE:

21 Very well. We have come to the
22 conclusion of this hearing. I'm going to tell you,
23 Ms. Seda, what you should expect. I am given 90 days
24 to prepare a decision in reference to your complaint.
25 The court reporter has been taking the testimony that

1 we have provided over this telephone conversation and
2 she will provide me with a transcript so to aid me in
3 writing my decision.

4 MS. McDERMOTT-SEDA:

5 Okay.

6 JUDGE:

7 Once you receive the decision there will
8 be a cover page expressing to you what you can do if
9 you should disagree with my decision.

10 MS. McDERMOTT-SEDA:

11 Okay.

12 JUDGE:

13 The cover page will state that you have
14 20 days to file a what is known as a exceptions.
15 Those exceptions are to be filed with the Commission
16 and the company would then have 10 days to respond to
17 your exceptions. Likewise, if the company does not
18 like my decision they have 20 days to file exceptions
19 and then you would have 10 days to respond to their
20 exceptions.

21 MS. McDERMOTT-SEDA:

22 Okay.

23 JUDGE:

24 After the exceptions and reply exceptions
25 are filed then the Commission would make the final

1 decision.

2 MS. McDERMOTT-SEDA:

3 Okay.

4 JUDGE:

5 Let's go off the record.

6 MS. McDERMOTT-SEDA:

7 Okay.

8 OFF RECORD DISCUSSION

9 JUDGE:

10 I did allow the parties another chance to
11 see if they could come to an agreement. Ms. McDermott
12 expressed that she wishes for this Judge to make a
13 decision as opposed to coming to agreement. We will
14 abide by her wishes since she did submit the complaint
15 in the first place. Is there anything further that
16 the parties wish for me to hear at this time?

17 ATTORNEY FARINAS:

18 Nothing further, Your Honor.

19 MS. McDERMOTT-SEDA:

20 No, Your Honor.

21 JUDGE:

22 Thank you. You will be hearing from me
23 in my written decision. Thank you for your patience.
24 Have a good day.

25 MS. McDERMOTT-SEDA:

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Thank you. You, too.

MS. CROWLEY:

Thank you, Your Honor.

* * * * *

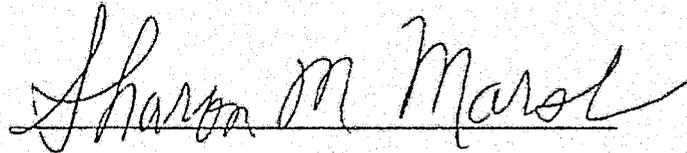
HEARING CONCLUDED AT 11:24 A.M..

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C E R T I F I C A T E

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



Court Reporter

HISTORIC RECORDS FOR ACCOUNT # 417944933 AND SA # 8053526882 AS OF
FEB 23 2007
02/01/2007

RECEIVED
FEB 21 2007
PG&E PUBLIC UTILITY COMMISSION
EXHIBIT
C-2006-7078
860-1
3-7-07
SM

Account # 417944933 SA # 8053526882 Bill Cycle: 02 Rate Class: GS Phone #: 2573475(267)
 Name: MODERNMOTT, MICHAEL G Address: 1838 E WISHART ST/PHILA,PA
 Pay Agreement Indicator N Easyway Indicator CRP Status:
 Blocker Start Date: 0 Blocker End Date: 0 Meter #: 1627946

Tran Date	Tran Type	Current Amt.	Total Amt.	Adjust Amt.	Segment Start Date	Segment End Date	Read Code	End Read	Current Balance	Usage	Meter #
11/29/2002	BILL	\$90.00	\$90.00	\$0.00	11/02/2002	11/29/2002	R	1416	\$90.00	75	1391000
12/28/2002	WNA285	\$0.49	\$0.49	\$0.49							
12/31/2002	BILL	\$191.76	\$191.76	\$0.00	11/29/2002	12/31/2002	F	1581	\$283.37	165	1391000
01/03/2003	LPC	\$1.12	\$1.12	\$1.12							
01/30/2003	BILL	\$178.57	\$178.57	\$0.00	12/31/2002	01/30/2003	R	1735	\$465.46	155	1391000
02/01/2003	LPC	\$3.52	\$3.52	\$3.52							
03/03/2003	BILL	\$216.59	\$216.59	\$0.00	01/30/2003	03/03/2003	R	1928	\$688.96	192	1391000
03/05/2003	LPC	\$6.91	\$6.91	\$6.91							
04/01/2003	BILL	\$104.97	\$104.97	\$0.00	03/03/2003	04/01/2003	R	2005	\$804.09	77	1391000
04/03/2003	LPC	\$10.16	\$10.16	\$10.16							
04/11/2003	PAY	(\$88.00)	(\$88.00)	\$0.00							
05/01/2003	BILL	\$47.62	\$47.62	\$0.00	04/01/2003	05/01/2003	R	2034	\$774.45	29	1391000
05/03/2003	LPC	\$10.74	\$10.74	\$10.74							
05/30/2003	BILL	\$34.57	\$34.57	\$0.00	05/01/2003	05/30/2003	R	2052	\$820.47	18	1391000
06/03/2003	LPC	\$11.45	\$11.45	\$11.45							
06/30/2003	BILL	\$30.52	\$30.52	\$0.00	05/30/2003	06/30/2003	R	2065	\$862.96	14	1391000
07/02/2003	LPC	\$11.97	\$11.97	\$11.97							
07/15/2003	PAY	(\$100.00)	(\$100.00)	\$0.00							
07/30/2003	BILL	\$26.58	\$26.58	\$0.00	06/30/2003	07/30/2003	R	2077	\$800.98	11	1391000
08/01/2003	LPC	\$11.44	\$11.44	\$11.44							
08/08/2003	COLFEE	\$10.00	\$10.00	\$10.00							
08/29/2003	BILL	\$27.89	\$27.89	\$0.00	07/30/2003	08/29/2003	Y	2089	\$850.71	12	1391000
09/03/2003	LPC	\$11.84	\$11.84	\$11.84							
09/30/2003	BILL	\$30.75	\$30.75	\$0.00	08/29/2003	09/30/2003	R	2103	\$893.87	14	1391000
10/02/2003	LPC	\$12.41	\$12.41	\$12.41							
10/29/2003	BILL	\$72.55	\$72.55	\$0.00	09/30/2003	10/29/2003	R	2149	\$979.29	46	1391000
10/31/2003	LPC	\$12.87	\$12.87	\$12.87							
12/01/2003	BILL	\$154.48	\$154.48	\$0.00	10/29/2003	12/01/2003	R	2249	\$1,147.73	100	1391000

Account # 417944933 SA # 8053526882 Bill Cycle: 02 Rate Class: GS Phone #: 2573475(267)
 Name: MCDERMOTT, MICHAEL G Address: 1838 E WISHART ST/PHILA,PA
 Pay Agreement Indicator: N Easyway Indicator: CRP Status:
 Blocker Start Date: 0 Blocker End Date: 0 Meter #: 1627946

Tran Date	Tran Type	Current Amt.	Total Amt.	Adjust Amt.	Segment Start Date	Segment End Date	Read Code	End Read	Current Balance	Usage	Meter #
12/03/2003	LPC	\$13.96	\$13.96	\$13.96	12/01/2003	12/31/2003	R	2371	\$1,334.22	122	1391000
12/31/2003	BILL	\$170.22	\$170.22	\$0.00							
01/03/2004	LPC	\$16.27	\$16.27	\$16.27							
02/01/2004	BILL	\$306.11	\$306.11	\$0.00	12/31/2003	02/01/2004	R	2608	\$1,677.70	237	1391000
02/04/2004	LPC	\$18.83	\$18.83	\$18.83							
03/05/2004	LPC	\$18.54	\$18.54	\$18.54							
04/03/2004	LPC	\$23.42	\$23.42	\$23.42							
05/05/2004	LPC	\$23.07	\$23.07	\$23.07							
06/04/2004	LPC	\$22.72	\$22.72	\$22.72							
07/03/2004	LPC	\$22.38	\$22.38	\$22.38							
08/04/2004	LPC	\$22.04	\$22.04	\$22.04							
09/03/2004	LPC	\$21.71	\$21.71	\$21.71							
09/04/2004	WO	(\$1,813.04)	(\$1,813.04)	(\$1,813.04)							
12/01/2006	PAY	\$0.00	\$0.00	\$0.00							

PCW Exhibit - 1

Page 2 of 2

Department of Credit and Collections

LIENS AND JUDGMENTS

Claim Details

Account Information at the time of Claim

Account Id:	17894988	USA Id:	8053526882	Old Account Id:	
Person Name:	MCDERMOTT MICHAEL G	SSN Id:	173-58-5579	Budget Ind:	
Process Address:	1830 E WISHART ST/PHILA, PA 19134	Bud. Checks:	0	CRP AGR Status:	
Current Amt Due:	\$1,789.29	Write Off:	\$0.00	Last Bill Date:	01-FEB-2004
Total Amt Due:	\$1,789.29	CRP AGR Type:		Last CC Date:	29-JAN-2004
Last CC Date:	29-JAN-2004	Last LPC Date:		Last Mtr. Recd Date:	30-JUN-2004
Last Pay. Hist Date:	02-JUL-2004				

Claim Details

Original Claim Amt:	\$1,789.29	USA ARS 0% 30:	\$91.59	USA ARS 5% 90:	\$0.00
Current Claim Amt:	\$1,789.29	USA ARS 3% 60:	\$0.00	USA ARS 9% Up:	\$1,677.70
Docket Number:	040800394	Selected Date:	12-JUL-2004	Claim Status:	A Active
Parcel Number:	252250000	Filed Date:	02-AUG-2004	Status Date:	02-AUG-2004
Prst Received Date:		Pre Notice Date:	12-JUL-2004	Claim Exec Type:	
Amt Received Date:		Post Notice Date:	12-JUL-2004	Claim Exec Date:	12-JUL-2004

Begin at the highlighted field

Record 1/1

DOCUMENT FOLDER

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FEB 21 2007

PA PUBLIC UTILITY COMMISSION

DOCKETED

FEB 23 2007

EXHIBIT
C-2004-1078
PG 10-2
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