

~~Technical~~ **Technical and Formal Legal Draft**

BEFORE THE PENNSYLVANIA PUBLIC SERVICE COMMISSION
(NOW THE PENNSYLVANIA PUBLIC UTILITY COMMISSION)

IN RE: Merger, Consolidation, and Transfer of Water Utility Assets in Derry and Swatara Townships

Docket Nos.: A-2025-3058927, A-2025-3058928, A-2025-3058929

**MOTION FOR SUMMARY EXCLUSION OF EVIDENCE,
ALLEGATION OF PROCEDURAL FRAUD, AND
OBJECTION FOR LACK OF MATERIAL IDENTITY OF
THE SUBJECT MATTER (DOCKET NO. A-91942)**

**TO THE HONORABLE ADMINISTRATIVE LAW JUDGE AND THE MEMBERS OF
THE COMMISSION:**

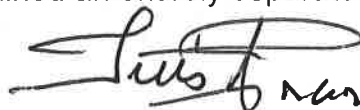
The Petitioner/Objector, appearing pro se and acting in his own right, respectfully appears before this Commission to formally submit this Motion for Summary Exclusion of Evidence and Allegation of Procedural Fraud. This motion is filed for the purpose of obtaining the complete dismissal of the civil and historical defense advanced by counsel for the applicant company, who seek to utilize archived Docket No. A-91942 (Consecutive No. 3905=1920) in order to perpetrate a procedural fraud based upon the confusion of corporate identities, allegedly taking advantage of this party's presumed technical inexperience before the Pennsylvania Public Utility Commission (PUC). In support thereof, the following facts and legal grounds are set forth:

I. INTRODUCTION AND NATURE OF THE OBJECTION

Counsel for the applicant company have introduced into the present record a certified forty-one (41) page file belonging to this Commission's historical Application Docket No. A-91942.

The opposing party falsely alleges that said file constitutes evidence of a "clean title" which allegedly purged, canceled, and extinguished in the year 1920 the First Mortgage Gold Bonds, real property liens, and infrastructure belonging to the Rutherford Heights Water Supply Company.

This assertion constitutes a clear case of factual and procedural misrepresentation. A comprehensive review of the entirety of Docket No. A-91942 demonstrates with mathematical, geographical, and documentary certainty that the mortgage foreclosure and regulatory reorganization proceedings were limited solely, exclusively, and specifically to THE HUMMELSTOWN CONSOLIDATED WATER COMPANY, while Rutherford Heights remained an entirely separate utility entity that was never subject to the judicial sale.


Luis F. Martinez

II. CHRONOLOGICAL AND DOCUMENTARY ANALYSIS OF THE PROCEDURAL DECEPTION

To avoid the procedural distraction intended by the opposing party, the actual chain of title and succession reflected in Docket No. A-91942 is set forth below, and fully refutes the arguments advanced by the applicant:

A. Limitation of the Subject Matter of the Application (Cover Sheet and Page 13)

The Commission's Master Face Sheet corresponding to Consecutive No. 3905=1920 and the petition for approval filed at page 13 define the material scope of the proceeding. The state indexing entry expressly and restrictively states:

"For the approval of the organization & creation of said company, it being the reorganization of the Hummelstown Consolidated Water Company."

The Rutherford Heights Water Supply Company is entirely absent from the control indexes and filing records associated with the August 27, 1920 filing.

B. Express Admission of Corporate Independence (Page 18 — THE CROWN JEWEL OF THE EVIDENCE)

In the very first line of page 18 of the petition introduced by the opposing party, the reorganizers expressly admitted under oath that the new Hummelstown entity was formed with the mere expectation:

"...in the future, to merge or consolidate with Rutherford Water Supply Company..."

This statement completely destroys the defense advanced by applicant's counsel. If, in August 1920, a merger with Rutherford remained merely a future objective, then it is a legal axiom that Rutherford's system was never foreclosed upon or sold during Hummelstown's prior insolvency proceedings.

C. Definition of a Wholesale Supply Relationship Rather Than a Merger (Page 15)

Page 15 of the file explicitly establishes that Hummelstown owned and operated its own local plant and additionally received water:

"by means of facilities provided, in part, by Rutherford Heights Water Supply Company."

The same document further states that Rutherford:

"furnished daily a large supply of water to the reservoir"
of Hummelstown.

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The historical relationship was therefore nothing more than a wholesale water supply agreement. The foreclosed Hummelstown reservoir system was the customer, while Rutherford Heights' production infrastructure remained separate property secured by its own bond indenture.

The same page further admits that the original plan to operationally unify the systems:

"was never carried out"

prior to the financial collapse.

D. Origin and Statutory Limits of the Foreclosure (Pages 28, 29, and 36)

The Master's Decree issued by Judge C. V. Henry on May 31, 1919 (page 28), the Supplemental Decree of January 5, 1920 (page 29), and the Return of Sale (page 36) entered in Equity Docket No. 589 before the Court of Common Pleas of Dauphin County strictly limited the foreclosure proceedings to the assets described in the mortgage deed dated April 2, 1906 belonging exclusively to The Hummelstown Consolidated Water Company.

The liquidation orders directed the sale solely of fixed assets physically located within the Borough of Hummelstown, including dynamos and water wheels belonging to the Hummelstown parent facility.

E. Closing of the Financial Circuit and Deficiency Judgment (Pages 22, 31, 32, and 37)

The auction record dated May 11, 1920 (page 37) certifies that the Hummelstown plant was sold for \$60,250.00 to the law firm of Beidleman and Hull.

The distribution order found on page 32 confirms that this purchase price was insufficient to satisfy the total debt secured by Hummelstown's First Mortgage, which page 15 identifies as totaling \$125,000.00, thereby requiring the equity court to enter a deficiency judgment against Hummelstown.

The purchasers subsequently reorganized the bankruptcy estate under the corporate name Hummelstown Water & Power Company on August 6, 1920 (page 22), with an authorized capital stock of \$200,000.00 represented by 4,000 shares, all of which were issued to Messrs. Ross, Tracy, and Herman as consideration for the Hummelstown assets.

Not a single dollar of this capitalization was allocated toward the acquisition or absorption of Rutherford Heights.

III. LEGAL GROUNDS

Lack of Subject Matter Jurisdiction Over Non-Party Entities

Under fundamental principles of due process and the adjudicatory rules of the Pennsylvania Public Utility Commission, a judicial decree entered in Equity Docket

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No. 589 for the foreclosure of Hummelstown's 1906 mortgage lacked authority and jurisdiction to extinguish, purge, or modify the ownership rights, titles, or First Mortgage Gold Bonds of a corporation that was never made a party to the proceeding, namely Rutherford Heights Water Supply Company.

Inapplicability of the Barred Claims Provision

The claim-bar provisions contained on pages 31 and 32 of the file apply exclusively to the proceeds generated by the judicial sale of the Hummelstown plant.

Because Rutherford Heights infrastructure was never sold, the preferred gold bonds secured by that specific utility system were never subjected to the expiration periods or extinguishment provisions contained in this docket, and therefore retain their legal validity and enforceability against the present corporate merger proceedings.

Procedural Fraud Through Corporate Identity Substitution

The attempt by opposing counsel to portray the August 1920 state reorganization of Hummelstown (pages 25 and 26) as a "clean title" shield covering Rutherford Heights constitutes manipulation of documentary evidence for the purpose of misleading this Commission's proceedings, in violation of the parties' duties of candor, truthfulness, and procedural loyalty.

IV. RELIEF REQUESTED

WHEREFORE, for all of the foregoing reasons, the Petitioner/Objector respectfully requests that the Honorable Administrative Law Judge:

FIRST: Accept this objection as timely and properly filed and summarily reject the use of Docket No. A-91942 as evidence of any alleged cleansing, extinguishment, or discharge of the titles or bonds of Rutherford Heights Water Supply Company.

SECOND: Declare that the judicial sale conducted on May 11, 1920 was strictly limited to the assets and indentures of The Hummelstown Consolidated Water Company and that the liens and encumbrances associated with Rutherford Heights remained entirely outside its legal scope.

THIRD: Order the applicant company to cease its diversionary litigation strategies and require it to produce the true historical chain of title for Rutherford Heights, under penalty of law.

Respectfully submitted,

Luis Francisco
Petitioner/Objector Pro Se

July 5, 2026

A handwritten signature in black ink, appearing to read "Luis Francisco", written in a cursive style.