SBG Management Services,
Inc./ Simon Realty Co.,
L.P. et al v.

Philadelphia Gas Works
Evidentiary Hearing(s)
In Person
Docket Nos.:
C-2012-2304183
C-2012-2308454
C-2012-2308462
C-2012-2308465
C-2012-2304167
C-2012-2304215
C-2012-2304303
C-2012-2304324
C-2015-2486618
C-2015-2486677
C-2015-2486642
C-2015-2486670
C-2015-2486664
C-2015-2486655
C-2015-2486648
C-2015-2486674

Pages 1042 - 1257
Judge's Chambers State Office Building 801 Market Street Philadelphia, PA

April, 25, 2023
Commencing at 10:06 a.m.

## INDEX TO EXHIBITS

Docket Nos: C-2012-2304183, C-2012-2308454, C-2012-
2308462, C-2012-2308465, C-2012-2304167, C-2012-
2304215, C-2012-2304303, C-2012-2304324, C-2015-
2486618, C-2015-2486677, C-2015-2486642, C-20152486670, C-2015-2486664, C-2015-2486655, C-20152486648, C-2015-2486674

Hearing Date: April 25, 2023
NUMBER
FOR IDENTIFICATION IN EVIDENCE SBG Exhibit:

1 Remand Direct Testimony of
Christopher E. Hanson
1/20/2023 1091
1109

SBG Management Services,
Inc./ Simon Realty Co.,
L.P. et al v.

Philadelphia Gas Works
Evidentiary Hearing(s)
In Person
Docket Nos.:
C-2012-2304183
C-2012-2308454
C-2012-2308462
C-2012-2308465
C-2012-2304167
C-2012-2304215
C-2012-2304303
C-2012-2304324
C-2015-2486618
C-2015-2486677
C-2015-2486642
C-2015-2486670
C-2015-2486664
C-2015-2486655
C-2015-2486648
C-2015-2486674

```
Pages 1042 - 1257
```

Judge's Chambers State Office Building 801 Market Street Philadelphia, PA

April, 25, 2023
Commencing at 10:06 a.m.
INDEX TO EXHIBITS (Con't)
Docket Nos: C-2012-2304183, C-2012-2308454, C-2012-
2308462, C-2012-2308465, C-2012-2304167, C-2012-
2304215, C-2012-2304303, C-2012-2304324, C-2015-
2486618, C-2015-2486677, C-2015-2486642, C-2015-
2486670, C-2015-2486664, C-2015-2486655, C-20152486648, C-2015-2486674

Hearing Date: April 25, 2023
NUMBER
FOR IDENTIFICATION IN EVIDENCE SBG Exhibit:

1R Remand Rebuttal Testimony of
Christopher E. Hanson
2/16/2023 1091
1109

SBG Management Services,
Inc./ Simon Realty Co.,
L.P. et al V.

Philadelphia Gas Works
Evidentiary Hearing(s)
In Person
|

Docket Nos.:
C-2012-2304183
C-2012-2308454
C-2012-2308462
C-2012-2308465
C-2012-2304167
C-2012-2304215
C-2012-2304303
C-2012-2304324
C-2015-2486618
C-2015-2486677
C-2015-2486642
C-2015-2486670
C-2015-2486664
C-2015-2486655
C-2015-2486648
C-2015-2486674

```
Pages 1042 - 1257
```

Judge's Chambers State Office Building 801 Market Street Philadelphia, PA

April, 25, 2023 Commencing at 10:06 a.m.

## INDEX TO EXHIBITS (Con't)

Docket Nos: C-2012-2304183, C-2012-2308454, C-2012-
2308462, C-2012-2308465, C-2012-2304167, C-20122304215, C-2012-2304303, C-2012-2304324, C-20152486618, C-2015-2486677, C-2015-2486642, C-20152486670, C-2015-2486664, C-2015-2486655, C-20152486648, C-2015-2486674

Hearing Date: April 25, 2023

NUMBER
FOR IDENTIFICATION
IN EVIDENCE SBG Exhibit:

3 Responses to First Set
of Interrogatories 1124
1132

SBG Management Services,
Inc./ Simon Realty Co.,
L.P. et al V.

Philadelphia Gas Works
Evidentiary Hearing(s)
In Person
|

Docket Nos.:
C-2012-2304183
C-2012-2308454
C-2012-2308462
C-2012-2308465
C-2012-2304167
C-2012-2304215
C-2012-2304303
C-2012-2304324
C-2015-2486618
C-2015-2486677
C-2015-2486642
C-2015-2486670
C-2015-2486664
C-2015-2486655
C-2015-2486648
C-2015-2486674

```
Pages 1042 - 1257
```

Judge's Chambers State Office Building 801 Market Street Philadelphia, PA

April, 25, 2023 Commencing at 10:06 a.m.

## INDEX TO EXHIBITS (Con't)

Docket Nos: C-2012-2304183, C-2012-2308454, C-20122308462, C-2012-2308465, C-2012-2304167, C-20122304215, C-2012-2304303, C-2012-2304324, C-20152486618, C-2015-2486677, C-2015-2486642, C-20152486670, C-2015-2486664, C-2015-2486655, C-20152486648, C-2015-2486674

Hearing Date: April 25, 2023
NUMBER
FOR IDENTIFICATION IN EVIDENCE PGW Exhibit:

1 Remand Direct Testimony of
Bernard L. Cummings
10/31/2022
1178
1182

SBG Management Services,
Inc./ Simon Realty Co.,
L.P. et al V.

Philadelphia Gas Works
Evidentiary Hearing(s)
In Person
|

Docket Nos.:
C-2012-2304183
C-2012-2308454
C-2012-2308462
C-2012-2308465
C-2012-2304167
C-2012-2304215
C-2012-2304303
C-2012-2304324
C-2015-2486618
C-2015-2486677
C-2015-2486642
C-2015-2486670
C-2015-2486664
C-2015-2486655
C-2015-2486648
C-2015-2486674

Pages 1042 - 1257
Judge's Chambers State Office Building 801 Market Street Philadelphia, PA

April, 25, 2023 Commencing at 10:06 a.m.

## INDEX TO EXHIBITS (Con't)

Docket Nos: C-2012-2304183, C-2012-2308454, C-2012-
2308462, C-2012-2308465, C-2012-2304167, C-20122304215, C-2012-2304303, C-2012-2304324, C-20152486618, C-2015-2486677, C-2015-2486642, C-20152486670, C-2015-2486664, C-2015-2486655, C-20152486648, C-2015-2486674

Hearing Date: April 25, 2023

NUMBER
FOR IDENTIFICATION
IN EVIDENCE
PGW Exhibit:
1R Remand Rebuttal Testimony of
Bernard L. Cummings
2/7/2023
1178
1182

SBG Management Services,
Inc./ Simon Realty Co.,
L.P. et al v.

Philadelphia Gas Works
Evidentiary Hearing(s)
In Person
家

Docket Nos.:
C-2012-2304183
C-2012-2308454
C-2012-2308462
C-2012-2308465
C-2012-2304167
C-2012-2304215
C-2012-2304303
C-2012-2304324
C-2015-2486618
C-2015-2486677
C-2015-2486642
C-2015-2486670
C-2015-2486664
C-2015-2486655
C-2015-2486648
C-2015-2486674

```
Pages 1042 - 1257
```

Judge's Chambers State Office Building 801 Market Street Philadelphia, PA

April, 25, 2023 Commencing at 10:06 a.m.

## INDEX TO EXHIBITS (Con't)

Docket Nos: C-2012-2304183, C-2012-2308454, C-20122308462, C-2012-2308465, C-2012-2304167, C-20122304215, C-2012-2304303, C-2012-2304324, C-20152486618, C-2015-2486677, C-2015-2486642, C-20152486670, C-2015-2486664, C-2015-2486655, C-20152486648, C-2015-2486674

Hearing Date: April 25, 2023
NUMBER
FOR IDENTIFICATION IN EVIDENCE PGW Exhibit:

1SR Supplemental Remand Rebuttal
Testimony of Bernard L. Cummings
4/24/23
1178
1183

# BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION 

## REMAND DIRECT TESTIMONY OF

## CHRISTOPHER E. HANSON <br> ON BEHALF OF <br> All Complainants in the Matter of:

SBG Management Services, Inc. et al v. Philadelphia Gas Works
Docket No. C-2012-2304324 et al.
January 20, 2023

## I. INTRODUCTION

## Q. PLEASE STATE YOUR NAME AND CURRENT POSI'TION.

A. My name is Christopher E. Hanson and I am a Director in Grant Thornton, LLP's Forensic Advisory Services practice. References to " I ", "me" or "we" in this testimony refer to me personally or other Grant Thornton professionals working at my direction on this engagement. ${ }^{1}$
4.

## Q. PLEASE DESCRIBE YOUR EDUCATIONAL BACKGROUND AND WORK HISTORY.

A. I received a Bachelor of Arts in Economics from the University of Pennsylvania and a Master of Business Administration from the Wharton School at the University of Pennsylvania. Prior to my current position I have been employed at other international consulting firms in similar forensic investigation and litigation consulting practices.

## Q. HAVE YOU EVER PROVIDED TESTIMONY BEFORE THIS COMMISSION?

A. No.

## Q. WHO RETAINED YOU AND ON WHOSE BEHALF ARE YOU TESTIFYING IN THIS PROCEEDING?

A. Grant Thornton LLP was retained as an independent forensic expert by Goldstein Law Partners ("Counsel") in conjunction with their representation of SBG Management Services, Inc., and all Complainants (collectively "SBG"). As such, my testimony is submitted on behalf of SBG.

## Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY IN THIS PROCEEDING?

A. I was asked to examine calculations prepared by PGW and presented in the October 31, 2022 direct remand testimony of Bernard Cummings and provide revised calculations of (1) the credits due to SBG based upon partial payments made, and (2) the refund amounts due to SBG resulting from PGW's erroneous application of its eighteen percent (18\%) tariff rate to arrearages docketed as liens. The first category is as a result of the application of a first-in-first-out payment application of partial payments to past PGW billings and recalculating late payment charges ("LPCs"). Further, I was asked to calculate the sum of

[^0]pre-judgment interest due SBG on amounts owed to SBG in these two categories from the time of payment by SBG to December 31, 2022. ${ }^{2}$
Q. PLEASE IDENTIFY THE EXHIBIT'S THAT ACCOMPANY YOUR TESTIMONY.
A. I reference the following exhibits as part of my testimony:

| CEH-1 | Summary of Partial Payment FIFO Recalculations and Pre- <br> judgment Interest by Property Group and Property |
| :---: | :--- |
| CEH-2 | Summary of Refunds Due on Docketed Liens by Property <br> Group |
| CEH-3 | Details of Refunds Due on Docketed Liens by Property Group <br> and Docketed Lien |

Q. WERE THE CALCULATIONS YOU REFERENCED AND THESE EXHIBITS PREPARED BY YOU OR UNDER YOUR DIRECTION AND SUPERVISION?
A. Yes.
II. BACKGROUND
Q. WHAT DATA HAVE YOU USED TO PERFORM YOUR CALCULATIONS?
A. Generally, I used the same histories of gas billing by account PGW provided to SBG on October 4, 2022 and used by PGW in its analyses of partial payment application methods. This included all gas billings, LPC's, transfers, credits and other recorded transactions. I also referenced the same 2012 complaints PGW cited to determine the start dates for the recalculations and the same lien information PGW used in its interest rate refund calculations. Thus, in both cases this data is already familiar to PGW. I reviewed information provided by SBG regarding certain property sale and refinancing transactions and amounts set aside to address obligations to PGW, among others. Should additional information become available I reserve my right to supplement my testimony.

## III. PARTIAL PAYMENTS

## Q. PLEASE DESCRIBE PGW'S PAST METHOD OF APPLYING PARTIAL PAYMENTS AND 'THE CHANGE IN METHODOLOGY YOU APPLIED TO THE BILLING DATA.

A. Prior to 2020 and thus for most of the billing periods covered by the billing histories I

[^1]examined, PGW prioritized LPCs over original gas billing charges when it applied partial payments to account balances. That prioritization was made without regard to the aging of either balance. PGW has acknowledged this and described it in Mr. Cumming's testimony. As a result of court and Commission rulings, in January 2020 PGW changed its partial payment application methodology to be made on a first-in-first-out basis with a priority on aged balances rather than prioritizing either gas billing or LPC (a "FIFO" method)". PGW has not, however, applied this new FIFO methodology retroactively to all its customers' accounts. I understand from Counsel and the Commission 's orders that SBG is entitled to the resulting difference in late payment charges when the FIFO method is retroactively applied starting at the appropriate date.

## Q. WHAT DATES DID YOU USE FOR THE RECALCULATION START DATE?

A. There are seven groups of properties for which SBG filed three complaints on two dates in early 2012, spreading the property groups among the three complaints. Colonial Garden, Simon Garden, Elrae Garden, Fairmount Manor and Marshall Square property groups were included in two complaints both filled on May 11, 2012. Marchwood, Oak Lane and Fern Rock were included in a third complain filled on June 6, 2012. I understand from Counsel that appropriate start date for the partial payment recalculations is based on the four-year statute of limitations for each complaint. ${ }^{4}$ Accordingly, I used either May 11, 2008 or June 6, 2008 as the start date for the recalculations, respectively. For each property and billing account the change of payment application to the FIFO method is applied on the first payment that was made after the appropriate start date.

## Q. HOW ARE THE START DATES YOU USED DIFFERENT FROM THE STAR'T DATES USED BY PGW IN ITS RECALCULATIONS?

A. I understand that for the five property groups included in complaint filled on May 11, 2012, PGW used the start of 2012 (and the first payment thereafter) as their start date. ${ }^{5}$ For the three

[^2]property groups included in the June 6, 2012 complaint, PGW used the four-year statute of limitations and the same June 6, 2008 start date.

## Q. PLEASE EXPLAIN HOW YOUR RECALCULATIONS WERE PERFORMED USING THE STATUTE OF LIMITATIONS START DATES.

A. The first step in the recalculation process was to determine the account gas and LPC balances and their aging as of the period immediately prior to the first payment after the start date. To make these determinations, I applied PGW's historical payment application method (prioritizing LPC balances) to historical billing activity prior to the statt date. I began these calculations starting from the latest period where the combined account balance was zero (both gas and LPC). To determine these starting balances I made no changes to the LPC, using each LPC amount as originally determined by PGW at the time.

I applied the payments using the FIFO method, prioritizing aged balances from oldest to newest, either gas or LPC starting from the first payment made after the start date and running through the extent of the billing data for each account. I recalculated an updated LPC amount based of the immediately prior period's recalculated outstanding gas balance for each period where PGW had assessed an LPC in a period.

## Q. DID THE RECALCULATIONS DETERMINE ANY CREDITS ARE DUE SBG?

Yes. In many of the accounts the application of the FIFO method resulted in lower LPC chatges than those originally assessed by PGW. I summed the total of PGW's historical LPC charges and compared that amount to the sum of recalculated LPC charges to determine any difference and thus the corresponding credit due back to SBG. Those base credits amount to $\$ 87,192.77$ for all seven property groups, before consideration of pre-judgment interest as summarized in the below table.

|  | Historical <br> LPC Billed | Recalculated <br> LPC | Difference, <br> Credit Due |
| :--- | ---: | ---: | ---: |
| Colonial Garden | $\$ 106,827.15$ |  |  |
|  | $\$ 101,804.69$ | $\$ 5,022.46$ |  |
| Elrae Garden | $24,364.47$ | $32,822.93$ | $1,541.54$ |
| Fairmount Manor | $242,611.42$ | $223,825.31$ | $18,786.11$ |
| Fern Rock | $234,891.69$ | $205,005.45$ | $29,886.24$ |
| Marchwood | $15,955.68$ | $14,990.58$ | 965.10 |
| Marshall Square | $161,924.48$ | $145,264.84$ | $16,659.64$ |
| Oak Lane | $76,267.68$ | $72,697.96$ | $3,569.72$ |
| Simon Garden | $362,386.38$ | $229,154.13$ | $10,761.96$ |
|  | $\$ 1,235,228.95$ | $\$ 1,025,565.89$ | $\$ 87,192.77$ |

## Q. DID YOU CALCULATE PRE-JUDGMENT INTEREST FOR THE PARTIAL PAYMENT CREDITS?

A. Yes. I understand from Counsel that the credits due SBG where SBG has already paid the excess LPC amount are subject to pre-judgement interest. ${ }^{6}$ I used Pennsylvania's $6 \%$ simple interest statutory rate. I calculated simple interest from the date the recalculation identified that difference was paid, not incurred. I calculated simple interest through December 31, 2022. For example, if the recalculation identified that a LPC that was originally assessed in 2012 was paid in 2014, I calculated pre-judgment interest from 2014 to December 31, 2022, not from 2012.

## Q. PLEASE DESCRIBE WHAT IS PRESENTED IN EXHIBIT CEH-1.

A. This table summarizes by property and property group the total original amount of LPCs assessed by PGW and the recalculated LPC totals based on the FIFO method. Then the table shows the difference between the two payment methods which is the base credit owed SBG. Finally, this table also displays the corresponding pre-judgment interest and total credit and prejudgment interest amount by account. In addition to the $\$ 87,192.77$ in base credits I already described I calculated $\$ 24,210.31$ in prejudgment interest for a total of $\$ 111,403.08$.

| Property Group | Partial Payment Difference in LPCs, Credit Due | Prejudgment Interest on Credit to Dec 31, 2022 | Total Credit and Prejudgment Interest |
| :---: | :---: | :---: | :---: |
| Colonial Garden | \$ 5,022.46 | \$ 2,248.70 | \$7,271.16 |
| Elrae Garden | 1,541.54 | 734.53 | 2,276.07 |
| Fairmount Manor | 18,786.11 | 3,955.15 | 22,741.26 |
| Fern Rock | 29,886.24 | 5,901.65 | 35,787.89 |
| Marchwood | 965.10 | 43.59 | 1,008.69 |
| Marshall Square | 16,659.64 | 6,665.82 | 23,325.46 |
| Oak Lane | 3,569.72 | 389.32 | 3,959.04 |
| Simon Garden | 10,761.96 | 4,271.54 | 15,033.50 |
|  | \$87,192.77 | \$ 24,210.31 | \$ 111,403.08 |

## IV. LIENS

Q. PLEASE EXPLAIN THE CALCULATIONS YOU PEFORMED ON PERECTED LIENS AND INTEREST RATE ASSESSED ON LPCS.
A. I understand from Counsel that perfected liens are subject to the maximum Pennsylvania statutory interest rate of $6.0 \%$ (or in this case, $0.5 \%$ per billing period) whereas PGW previously assessed LPCs at an $18.0 \%$ rate (or $1.5 \%$ per billing period). PGW owes SBG a credit based on the difference in interest rates. For each lien I calculated the sum of LPCs at both the 18.0\%

[^3]and $6.0 \%$ rates and determined the difference to identify the base credit due SBG for that lien. I determined the number of billing periods for each lien based on the number of days between the lien date and the status (or resolution) date and dividing that amount by 30 days. I calculated simple interest for the total number of billing periods. I excluded liens for closed accounts and those where information was unavailable.

## Q. DID YOU PERFORM ANY ANALYSES OF VACATED LIENS?

A. Yes. I understand that PGW excluded all vacated liens. PGW interpreted liens identified as "vacated" being liens that were judged to be null and void. PGW, then for the purposes of its analysis, assumed the "vacated" lien to have never existed. However, I am unaware of any evidence provided by PGW that the vacated" liens were not paid. I understand from Counsel that, for SBG, the vacated liens were in fact frequently satisfied through payments made directly or indirectly by SBG contemporaneous with property sales or refinancings or at other times. I reviewed refinancing and sale transaction information provided by SBG, including Form HUD1s. I identified several cases where the transaction documentation itemized amounts to be paid to PGW that were contemporaneous to the status date of liens listed as "vacated"." On the basis of this information supporting that vacated liens were possibly satisfied as opposed to nullified, I included all vacated liens as a separate category in the recalculations at Counsel's request.

## Q. WHAT WAS THE TOTOTAL AMOUNT OF THE DIFFERENCE IN INTEREST RATES ASSESSED ON LIENS?

A. I calculated a total difference in interest tates on liens of $\$ 655,771$. These amounts are summarized by property group in the table below and in Exhibit CEH-2.

|  | Total Lien Amount | Difference in Interest Rates |  |  |
| :---: | :---: | :---: | :---: | :---: |
|  |  | Satisfied Liens, Excluding Vacated Liens | Vacated Liens | Combined Satisfied and Vacated Liens |
| Simon Garden | \$ 1,767,834 | \$ 216,278 | \$ 52,896 | \$ 269,174 |
| Fern Rock | 267,507 | 21,354 | 65,660 | 87,014 |
| Marshall Square | 447,247 | 65,061 | 275 | 65,336 |
| Oak Lane | 150,031 | 7,545 | 1,411 | 8,956 |
| Marchwood | 328,313 | 24,792 | - | 24,792 |
| Elrae Garden | 205,984 | 29,193 | 10,073 | 39,266 |
| Fairmount | 586,347 | 84,299 | 12,679 | 96,977 |
| Colonial Garden | 636,572 | 44,151 | 20,104 | 64,255 |
| Total All Property Groups | \$4,389,835 | \$ 492,673 | \$ 163,098 | \$655,771 |

[^4]'These amounts are summarized by lien in Exhibit CEH-3.

## Q. DID YOU CALCULATE PRE-JUDGMENT INTEREST' FOR THE LIENS?

A. Yes. I understand from Counsel that, like the credits due SBG on the difference in LPC's, the credits due SBG for excess interest on perfected liens are subject to pre-judgement interest. ${ }^{8}$ I again used Pennsylvania's $6 \%$ simple interest statutory rate. I calculated simple interest from the status date of the lien through December 31, 2022. For the seven property groups prejudgment interest totaled $\$ 385,313$ and the total amount due SBG is $\$ 1,041,084$. Both the base credit due for excess interest on liens and the pre-judgment interest are summarized in Exhibits CEH-2 and CEH-3.

## V. CONCLUSION

## Q. DOES THAT COMPLETE YOUR TESTIMONY?

A. Yes. However, should additional information become available I reserve my right to supplement my testimony.

[^5]
## VERIFICATION

I, Christopher Hanson, hereby verify that the facts set forth in my Remand Direct Testimony, are true and correct to the best of my knowledge, information and belief. I understand that the statements herein are made subject to the penalties of 18 Pa . C.S. $\$ 4904$ (relating to unsworn falsification to authorities).


Christopher Hanson

January 20, 2023

SBG Management Services, Inc. et al v. Philadelphia Gas Works
Summary of Partial Payment FIFO Recalculations and Pre-judgment Interest by Property Group and Property

| Property Group | Property / Account | Historical LPC Billed | Recalculated LPC | Difference, Credit Due | Prejudgment Interest on Credit to Dec 31, 2022 | Total Credit and Prejudgment Interest |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Colonial Garden | 5425-7 Wayne Ave, M1 - Older | \$56,116.66 | \$53,482.31 | \$ 2,634.35 | \$ 1,210.90 | \$ 3,845.25 |
|  | 5425-7 Wayne Ave, M1 | 87.65 | 87.65 | - | - | - |
|  | 5425-7 Wayne Ave, M2 Older | 50,541.07 | 48,152.96 | 2,388.11 | 1,037.80 | 3,425.91 |
|  | 5425-7 Wayne Ave, M2 | 81.77 | 81.77 | - | - | - |
| Sub-total, Colonial Garden |  | 106,827.15 | 101,804.69 | 5,022.46 | 2,248.70 | 7,271.16 |
| Elrae Garden | 3608 Spring Garden St, M1 | 9,163.15 | 8,563.49 | 599.66 | 289.49 | 889.15 |
|  | 3610 Spring Garden St, M1 | 14,262.46 | 13,535.05 | 727.41 | 352.12 | 1,079.53 |
|  | 3610 Spring Garden St, M1 | 10,938.86 | 10,724.39 | 214.47 | 92.92 | 307.39 |
| Sub-total, Elrae Garden |  | 34,364.47 | 32,822.93 | 1,541.54 | 734.53 | 2,276.07 |
| Fairmount Manor | 606 Marshall St, BLDG A | 17,971.62 | 17,067.63 | 903.99 | 387.60 | 1,291.59 |
|  | 615 N 7th St, BLDG G | 14,981.39 | 14,046.21 | 935.18 | 433.86 | 1,369.04 |
|  | 620 N Marshall St, BLDG B | 15,213.14 | 13,903.11 | 1,310.03 | 188.04 | 1,498.07 |
|  | 625 N 7th St, BLDG F | 37,333.22 | 34,501.29 | 2,831.93 | 593.09 | 3,425.02 |
|  | 627 N Marshall St, BLDG J | 15,291.87 | 14,349.40 | 942.47 | 18.46 | 960.93 |
|  | 628 N Marshall St, BLDG C | 25,523.12 | 23,416.89 | 2,106.23 | 441.34 | 2,547.57 |
|  | 634 N Marshall St, Bldg H | 27,223.44 | 24,784.20 | 2,439.24 | 497.98 | 2,937.22 |
|  | 634 N Marshall St, H2 | 52.33 | 40.20 | 12.13 | . | 12.13 |
|  | 634 N Marshall St, H4 | 352.72 | 350.85 | 1.87 | - | 1.87 |
|  | 634 N Marshall St, H8 | 267.52 | 267.52 | - | - | - |
|  | 634 N Marshall St, H 12 | 409.51 | 386.39 | 23.12 | - | 23.12 |
|  | 639 N 7th St, BLDG E | 20,690.18 | 18,703.64 | 1,986.54 | 273.22 | 2,259.76 |
|  | 640 N Marshall St, BLDG D | 29,555.37 | 27,165.16 | 2,390.21 | 466.69 | 2,856.90 |
|  | 641 N. Marshall St, BLDG I | 29,175.42 | 26,880.62 | 2,294.80 | 471.02 | 2,765.82 |
|  | 641 N Marshall St,14 | 12.69 | 12.69 | - | - | - |
|  | 641 N Marshall St,111 | 593.33 | 462.41 | 130.92 | 1.13 | 132.05 |
|  | 641 N Marshall St,12 | 251.25 | 233.49 | 17.76 | . | 17.76 |
|  | 700 N Marshall St | 2.60 | 2.00 | 0.60 | 0.47 | 1.07 |
|  | 702 N Marshall St, BLDG J | 7,284.64 | 6,850.56 | 434.08 | 163.23 | 597.31 |
|  | 704 N Marshall | 426.06 | 401.05 | 25.01 | 19.01 | 44.02 |
| Sub-total, Fairmount Manor |  | 242,611.42 | 223,825.31 | 18,786.11 | 3,955.15 | 22,741.26 |
| Fern Rock | 920-932 W Godfrey Ave, HH | 126,349.66 | 109,196.24 | 17,153.42 | 2,841.94 | 19,995.36 |
|  | 920-932 W Godirey Ave, AWH | 53,934.02 | 49,256.70 | 4,677.32 | 785.36 | 5,462.68 |
|  | 924-938 W Godfrey Ave, HH | 21,042.93 | 17,567.56 | 3,475.37 | 1,340.42 | 4,815.79 |
|  | 934-938 W Godfrey Ave, AWH | 33,565.08 | 28,984.95 | 4,580.13 | 933.92 | 5,514.05 |
| Sub-total, Fern Rock |  | 234,891.69 | 205,005.45 | 29,886.24 | 5,901,65 | 35,787,89 |
| Marchwood | 5515 Wissahickon Ave, Prl A | 8,510.84 | 7,982.37 | 528.47 | 19.57 | 548.04 |
|  | 5515 Wissahickon Ave, Prl B | 7,444.84 | 7,008.21 | 436.63 | 24.02 | 460.65 |
| Sub-total, Marchwood |  | 15,955.68 | 14,990.58 | 965.10 | 43.59 | 1,008.69 |
| Marshall Square | 844 N 6th St, 46 | 102,877.28 | 93,570.55 | 9,306.73 | 2,857.59 | 12,164.32 |
|  | 845 N 7th St | 59,047.20 | 51,694.29 | 7,352.91 | 3,808.23 | 11,161.14 |
| Sub-total, Marshall Square |  | 161,924.48 | 145,264.84 | 16,659.64 | 6,665.82 | 23,325.46 |
| Oak Lane | 1623 Chelten Ave, A | 20,679.05 | 20,595.91 | 83.14 | (5.71) | $77.43{ }^{\text {B }}$ |
|  | 1623 Chelten Ave, B | 55,588.63 | 52,102.05 | 3,486.58 | 395.03 | 3,881.61 |
| Sub-total, Oak Lane |  | 76,267.68 | 72,697.96 | 3,569.72 | 389.32 | 3,959.04 |
| Simon Garden | 6731 Musgrave St, A Older | 116,743.08 | 116,413.84 | 329.24 | 66.95 | 396.19 |
|  | 6731 Musgrave St, A | 5,727.21 | 5,658.39 | 68.82 | - | 68.82 |
|  | 6731 Musgrave St, B | 148,082.18 | 137,565.54 | 10,516.64 | 4,224.56 | 14,741.20 |
|  | 6732 Chew Ave, M2 | 91,833.91 | 91,588.59 | 245.32 | 46.98 | 292.30 |
| Sub-total, Simon Garden |  | 362,386.38 | 229,154.13 | 10,761.96 | 4,271.54 | 15,033.50 |
|  |  | \$ 1,235,228.95 | 1,025,565.89 | \$87,192.77 | \$24,210.31 | \$111,403.08 |

[^6]SBG Management Services, Inc. et al v. Phlladelphia Gas Works
Summary of Refunds Due on Docketed Liens by Property Group

|  | Totaluen Amount | Satlsfied Uens, Excluding Vacated Liens |  |  | Vacated Uens |  |  | Combined Satisfied and Vacated Liens |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  | Difference in Interest Rates | Pre-judgment interest on Difference | Comblned | Difference In Interest Rates | Pre-judgment Interest on Difference | Comblned | Difference in Interest Rates | Pre-judgment Interest on Difference | Comblned |
| SImon Garden | \$ 1,767,834 | \$ 216,278 | \$ 195,812 | \$352,090 | \$52,896 | \$ 36,673 | \$89,569 | \$ 269,174 | \$ 172,485 | \$441,660 |
| Fern Rock | 267,507 | 21,354 | 11,063 | 32,417 | 65,660 | 22,343 | 88,003 | 87,014 | 33,406 | 120,420 |
| Marshall Square | 447,247 | 65,061 | 36,672 | 101,733 | 275 | 202 | 471 | 65,336 | 36,874 | 102,210 |
| Oak Lane | 150,031 | 7,545 | 4,442 | 11,986 | 1,411 | 732 | 2,144 | 8,956 | 5,174 | 14,130 |
| Marchwood | 328,313 | 24,792 | 15,142 | 39,934 | - | - | . | 24,792 | 15,142 | 39,934 |
| Elree Garden | 205,984 | 20,193 | 18,365 | 47,558 | 10,073 | 5,103 | 15,176 | 39,266 | 23,468 | 62,734 |
| Faimount | 586,347 | 84,299 | 54,026 | 138,324 | 12,679 | 3,929 | 16,607 | 96,977 | 57,955 | 154,932 |
| Colonlal Garden | 636,572 | 44,151 | 26,603 | 70,755 | 20,104 | 14,206 | 34,310 | 64,255 | 40,809 | 105,064 |
| Total All Property Groups | \$ 4,389,835 | \$ 492,673 | \$ 302,124 | \$794,797 | \$163,098 | \$83,188 | \$246,287 | \$655,771 | \$ 385,313 | \$1,041,084 |













# BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION 

## REMAND REBUTTAL TESTIMONY OF

## CHRISTOPHER E. HANSON

ON BEHALF OF
All Complainants in the Matter of:
SBG Management Services, Inc. et al v. Philadelphia Gas Works
Docket No. C-2012-2304324 et al.
February 16, 2023

## I. INTRODUCTION

## Q. PLEASE STATE YOUR NAME AND CURRENT POSITION.

A. My name is Christopher E. Hanson and I am a Director in Grant Thornton, LLP's Forensic Advisory Services practice. References to " T ", "me" or "we" in this testimony refer to me personally or other Grant Thornton professionals working at my direction on this engagement. ${ }^{1}$

## Q. WHO RETAINED YOU AND ON WHOSE BEHALF ARE YOU TESTIFYING IN THIS PROCEEDING?

A. Grant Thornton LLP was retained as an independent forensic expert by Goldstein Law Partners ("Counsel") in conjunction with their representation of SBG Management Services, Inc., and all Complainants (collectively "SBG"). As such, my testimony is submitted on behalf of SBG.

## WHAT IS THE PURPOSE OF YOUR REBUT'TAL TESTIMONY IN THIS PROCEEDING?

A. I was asked to examine calculations prepared by PGW and presented in the October 31, 2022 direct remand testimony and February 7, 2023 rebuttal remand testimony of Bernard Cummings and on January 20, 2023 provided revised calculations of (1) the credits due to SBG based upon partial payments made, and (2) the refund amounts due to SBG resulting from PGW's erroneous application of its eighteen percent ( $18 \%$ ) tariff rate to arrearages docketed as liens. Based on my understanding of the background of this matter and my review of Mr. Cummings' rebuttal testimony I have identified a limited number of factors that are the primary determinants of the amounts owed to SBG in these two categories.

## Q. WHAT DATA HAVE YOU AND PGW USED TO PERFORM THESE CALCULATIONS?

A. Generally, we have both used the same data that drive the calculations. This includes both the histories of gas billing by property/account and the listing of liens docketed on SBG properties. While there may be differences in other information relied-upon, I understand the billing and lien data to be the same. Should additional information become available I reserve my right to

[^7]supplement my testimony.

## III. PRIMARY FACTORS

Q. PLEASE DESCRIBE THE PRIMARY FACTORS THAT DETERMINE THE AMOUNTS DUE TO SBG.
A. The primary factors generally relate to the time period and populations of activity that are included in the partial payment and lien refunds calculations, respectively, and whether or not pre-judgement interest (meaning interest for the period before the Commission rules ort the amounts owed SBG) is allowed.

## Q. PLEASE DESCRIBE HOW THE ISSUE OF TIME PERIODS IMPACTS THE CALCULATION OF AMOUNTS OWED FOR PARTIAL PAYMENTS.

A. Mr. Cummings started the FIFO recalculation of partial payments from either 1) the time of the original complaints filed (for two complaints both field in 2012), or 2) the statutory period of four years before the complaint was filed (for one complaint also filed in 2012). In contrast, based on my understaniding from Counsel on the allowed period for the FIFO recalculations, I included the four-year statutory period before the complaint dates for all properties included in the three complaints. By including the longer period of FIFO recalculations, the unpaid gas balances are generally reduced when compared to PGW's prior payment application methodology, as well as the resulting late payment charges, depending on the exact history of billings and payments. The impact of this can carry forward all the way through to the present, even if PGXwchanged its systems to apply a FIFO methodology recently (again, depending on the exact billing history by property/account).
Q. PLEASE DESCRIBE HOW THE ISSUE OF TIME PERIODS IMPACTS THE CALCULATION OF AMOUNTS OWED FOR LIEN REFUNDS.
A. Mr. Cummings presented two calculations related to lien refunds based on the issue of retroactivity. On this issue I presented one calculation (holding aside additional calculations regarding vacated liens and pre-judgment interest) that included all of the liens under what Mr. Cummings termed full retroactivity. This was based on my understanding from Counsel that each of these liens were subject to the refund calculation. Mr. Cummings and my calculations for full retroactivity and excluding vacated liens and interest were nearly identical. Mr. Cummings second calculation for limited retroactivity excludes certain earlier liens which as a result lowers his calculation.

## Q. PLEASE DESCRIBE HOW THE ISSUE OF POPULATION IMPACTS THE CALCULATION OF AMOUNTS OWED FOR LIEN REFUNDS.

A. Mr: Cummings excluded vacated liens from his calculations regarding lien interest refunds due SBG in his direct testimony. Mr. Cummings argued that a vacated lien was a lien that never had effect. I included a separate calculation for refuinds due on vacated liens based on my understanding that the liens were filed on balances PGW deemed outstanding (and to which an 18\% LPC rate was applied) and that even if vacated, the $18 \%$ rate was not appropriate. Including the vacated liens results in a higher refund amount as both shown in my direct testimony and in the supplemental calculations M. Cummings included in his rebuttal testimony.

## Q. PLEASE DESCRIBE HOW THE ISSUE OF PRE-JUDGMENT INTEREST IMPACTS THE TOTAL AMOUNTS DUE SBG.

A. Mr. Cummings did not include any pre-judgement interest calculations in his direct testimony but did in his rebuttal testimony. I included a calculation of pre-judgement interest on each element of the total amount due to SBG including for partial payments, satisfied liens and vacated liens based on my understanding from Counsel that pre-judgement interest to the time of the Commission's ruling are allowed. I initially estimated such interest through December 31, 2022. Pre-judgement interest is an additional element of the total amount due SBG as both my direct testimony and Mr. Cummings' rebuttal testimony show.

## R. : : ARE THERE ANY OTHER FACTORS THAT HAVE A LARGE IMAPCT ON THE AMOUNTS DUE SBG.

A. These several factors I have described in this rebuttal are dimensions to the calculations that primarily drive the difference in calculations between Mr. Cummings and myself. These are also factors that I understand will be litigated between the parties. There are differences in the details of specific calculations, but they are small relative to the impact of the larger factors that I have described.

## V. CONCLUSION

Q. DOES THAT COMPLETE YOUR TESTIMONY?
A. Yes. However, should additional information become available I reserve my right to supplement my testimony.

## VERIFICATION

I, Christopher Hanson, hereby verify that the facts set forth in my Remand Rebuttal Testimony, are true and correct to the best of my knowledge, information and belief. I understand that the statements herein are made subject to the penalties of 18 Pa . C.S. § 4904 (relating to unsworn falsification to authorities).


Christopher Hanson

February 16, 2023

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

| SBG Management Services, Inc. et al. | $\vdots$ | $\mathrm{C}-2012-2304183$ |
| :--- | :---: | :---: |
|  | $\vdots$ | $\mathrm{C}-2012-2304324$ |
|  | $\vdots$ | $\mathrm{C}-2015-2486618$ |
|  | $\vdots$ | $\mathrm{C}-2015-2486677$ |
|  | $\vdots$ | $\mathrm{C}-2015-2486674$ |
| v. | $\vdots$ | $\mathrm{C}-2015-2486664$ |
|  |  |  |
| Philadelphia Gas Works |  | $\mathrm{C}-2015-2486655$ |
|  |  | $\mathrm{C}-2015-2486648$ |
|  |  |  |

## PLAINTIFF'S RESPONSES TO RESPONDENT'S FIRST SET OF INTERROGATORIES

AND NOW, by and through their attorneys, Complainants, SBG MANAGEMENT SERVICES, INC., et al., ("Complainants" or "SBG Parties"), Goldstein Law Partners, LLC, responds to the Set of Interrogatories from Respondent, Children's Literacy Initiative ("CLI" or "Respondent"), as of February 1, 2021.

## PRELIMINARY STATEMENT

1. Complainants' investigation and development of all facts and circumstances relating to this action is ongoing. These responses and objections are made without prejudice to, and are not a waiver of, Complainants' right to rely on other facts or documents at trial.
2. By making the accompanying responses and objections to the Respondent's requests for documents and interrogatories, Complainants do not waive, and hereby expressly reserves, the right to assert any and all objections as to the admissibility of such responses into evidence in this action, or in any other proceedings, on any and all grounds including, but not limited to, competency, relevancy, materiality, and privilege. Further, Complainants make the responses and objections herein without in any way implying that
he considers the requests and interrogatories, and responses to the requests and interrogatories, to be relevant or material to the subject matter of this action.
3. Complainants will produce responsive documents only to the extent that such documents are in the possession, custody, or control of the Complainants, as set forth in the Pennsylvania Rules of Civil Procedure. Complainants' possession, custody, or control does not include any constructive possession that may be conferred Complainants' right or power to compel the production of documents or information from third parties or to request their production from such third parties.
4. A response to a document request or interrogatory stating that objections and/or indicating that documents will be produced shall not be deemed or construed that there are, in fact, responsive documents, that Complainants performed any of the acts described in the document request, interrogatory, or definitions and/or instructions applicable to the document request or interrogatory, or that Complainants acquiesce in the characterization of the conduct or activities contained in the document request, interrogatory, or definitions and/or instructions applicable to the document request or interrogatory.
5. Complainants expressly reserve the right to supplement, clarify, revise, or correct any or all of the responses and objections herein, and to assert additional objections or privileges, in one or more subsequent supplemental response(s).
6. Complainants will make available for inspection responsive documents, or alternatively, Complainants will produce copies of the documents.
7. Publicly available documents including, but not limited to, newspaper clippings, court papers, and documents available on the Internet, will not be produced.

## GENERAL OBJECTIONS

1. Complainants object to each Interrogatory or Document Request to the extent that it seeks information protected from discovery by the attorney-client privilege, the attorney work product doctrine, and any other applicable privilege, where it would result in disclosure of the mental impressions, conclusions, opinions, memoranda, notes or summaries, legal research or legal theories of Complainants' attorneys.
2. Complainants object to each Interrogatory or Document Request to the extent that it seeks information that would result in disclosure of the mental impressions, conclusions or opinions of Complainants' non-attorney representatives respecting the value or merit of any claim or defense in this matter, or the strategies or tactics to be employed in the defense of this matter.
3. Complainants object to each Interrogatory or Document Request to the extent that it seeks to impose obligations or burdens beyond those set forth in the Pennsylvania Rules of Civil Procedure and the applicable statutes, regulations and case law. Complainants' responses are limited to those required by the applicable procedural rules and decisional authorities.
4. Complainants object to each Interrogatory or Document Request to the extent that it uses undefined terms and/or is vague, ambiguous, unintelligible, and unanswerable in its current form.
5. Complainants object to each Interrogatory or Document Request to the extent that it is overly broad, unduly burdensome or oppressive. Complainants also object to each Interrogatory or Document Request to the extent that it seeks information that is either irrelevant or not reasonably calculated to lead to the discovery of admissible evidence.
6. Complainants object to each Interrogatory or Document Request to the extent that it purports to require them to respond on behalf of any person or entity other than Complainants.
7. Complainants object to each Interrogatory or Document Request to the extent that it requires production of documents not within the present possession, custody, or control of Complainants.
8. Complainants object to each Interrogatory or Document Request to the extent that it refers to documents that are already in the possession of Respondent, or documents that equally available to Respondent.

The foregoing Objections apply to each of the Responses to the Interrogatories below and, where applicable, other objections are noted specifically.

## RESERVATION OF RIGHTS

All answers to the following Interrogatories are made without in any way waiving or intending to waive, but on the contrary, intending to preserve and preserving:

1. All questions as to competency, relevancy, materiality, privilege, and admissibility for the purpose in any subsequent proceeding, the trial of this action, or any other action.
2. The right to object on grounds of relevance, hearsay, or any other proper ground to the use of any of these responses, or the subject matter thereof, in any subsequent proceeding, the trial of this action, or any other action.
3. The right to object on any grounds at any time to a demand for further responses to these or any other Interrogatories, or other discovery proceedings involving or relating to the subject matter of these Interrogatories herein answered.
4. The right at any time to revise, correct, supplement, clarify and/or amend the responses to the Interrogatory or Document Request herein set forth.

## RESPONSES AND OBJECTIONS TO FIRST SET OF INTERROGATORIES

1. Refer to page 7, line 10 to 12: Please identify each lien listed as vacated that was paid directly or indirectly by SBG "contemporaneous with property sales." For each such lien, please state (1) the date the lien was filed (or perfected); (2) the date the lien was vacated; (3) the date of payment by SBG; and (4) the total amount paid by SBG regarding the lien.

## RESPONSE:

One page 7, lines 10 through 12, of his report dated January 20, 2023, Christopher Hanson testified as follows:

I am unaware of any evidence provided by PGW that the 'vacated" liens were not paid. I understand from Counsel that, for SBG, the vacated liens were in fact frequently satisfied through payments made directly or indirectly by SBG contemporaneous with property sales or refinancings or at other times.

The following vacated liens were paid, directly or indirectly, "contemporaneous with property sales." First, in connection with the sale of the property situated at Elrae Garden on or about September 7, 2015, PGW marked the following liens as "vacated" and removed them from the property.

| Docketed Lien | Date of Filing | Amount Owed/Paid | Date Vacated |
| :--- | :--- | :--- | :--- |
| 100230057 | February 2, 2010 | $\$ 6,179.57$ | September 10, 2015 |
| 100230789 | February 12,2010 | $\$ 226.11$ | September 10, 2015 |
| 100230799 | February 12,2010 | $\$ 587.55$ | September 10, 2015 |

For further details, please reference the summary spreadsheet. In each of these instances, the amount of the "satisfied" liens combined with the amount of the "vacated" liens is near the
amount paid to SBG at the particular refinancing. By way of further response, it is impossible to provide an exact answer to this interrogatory. In the analysis performed by Chris Hanson, he conducted an extensive review of the all sales, refinances and other payments made by SBG to PGW. He observed strong correlation between (a) the date that many vacated liens were removed from the docket and (b) payments made by SBG to PGW (through, refinances, the sale of particular property or direct payments). In other words, on numerous occasions, vacated liens had existed on a particular property for several years. Following a refinance, sale or direct payment, PGW removed these vacated liens. A clear pattern exists that demonstrates pattern indicative that PGW removed many or all vacated liens from SBG properties because SBG made payment to PGW.
2. Refer to page 7, line 10 to 12 : Please identify each lien listed as vacated that was paid directly or indirectly by SBG "contemporaneous with ... refinancings." For each such lien, please state (1) the date the lien was filed (or perfected); (2) the date the lien was vacated; (3) the date of payment by SBG; and (4) the total amount paid by SBG regarding the lien.

## RESPONSE:

One page 7, lines 10 through 12, of his report dated January 20, 2023, Christopher Hanson testified as follows:

I am unaware of any evidence provided by PGW that the 'vacated" liens were not paid. I understand from Counsel that, for SBG, the vacated liens were in fact frequently satisfied through payments made directly or indirectly by SBG contemporaneous with property sales or refinancings or at other times.

The following vacated liens were paid, directly or indirectly, "contemporaneous with ... refinancings."

- For Colonial Garden, vacated lien for $\$ 66,062.14$, docketed at 091231033 on December 17, 2009 was vacated from the property on August 4, 2011 in close temporal proximity to
a refinancing that closed on August 31, 2011 for a total amount of $\$ 365,000$ paid to PGW.
- For Marshall Square, two vacated liens for $\$ 157.00$ and $\$ 11,408.93$, docketed at 111231525 and 120332031 on December 30, 2011 and March 24, 2012 were vacated from the property on March 23, 2012 and March 29, 2012 in close temporal proximity to a refinancing that closed on December 28,2011 for a total amount of $\$ 248,000.00$ paid to PGW.
- For Oak Lane, four vacated liens for $\$ 5,625.49, \$ 4,633.89, \$ 1,763.43$ and $\$ 7,494.07$, docketed at 130631730, 131031098, 131231368, and 140331377 on June, 18, 2013, October 19, 2013, December 30, 2013 and March 22, 2014 were vacated from the property on June 10, 2014 and June 11, 2014 in close temporal proximity to a refinancing that closed on June 6, 2014 for a total amount of $\$ 59,023.65$ paid to PGW.

In each of these instances, the amount of the "satisfied" liens combined with the amount of the "vacated" liens is near the amount paid to SBG at the particular refinancing. For further details, please reference the summary spread sheet.

By way of further response, it is impossible to provide an exact answer to this interrogatory. In the analysis performed by Chris Hanson, he conducted an extensive review of the all sales, refinances and other payments made by SBG to PGW. He observed strong correlation between (a) the date that many vacated liens were removed from the docket and (b) payments made by SBG to PGW (through, refinances, the sale of particular property or direct payments). In other words, on numerous occasions, vacated liens had existed on a particular property for several years. Following a refinance, sale or direct payment, PGW removed these
vacated liens. A clear pattern exists that demonstrates pattern indicative that PGW removed many or all vacated liens from SBG properties because SBG made payment to PGW.
3. Refer to page 7, line 10 to 12: Please identify each lien listed as vacated that was paid directly or indirectly by SBG "at other times." For each such lien, please state (1) the date the lien was filed (or perfected); (2) the date the lien was vacated; (3) the date of payment by SBG; and (4) the total amount paid by SBG regarding the lien.

## RESPONSE:

One page 7, lines 10 through 12, of his report dated January 20, 2023, Christopher Hanson testified as follows:

I am unaware of any evidence provided by PGW that the 'vacated" liens were not paid. I understand from Counsel that, for SBG, the vacated liens were in fact frequently satisfied through payments made directly or indirectly by SBG contemporaneous with property sales or refinancings or at other times.

The following vacated liens were paid by SBG, directly or indirectly, "at other times" that coincided with direct payments made to PGW. First, on or about May 14, 2014, SBG made various payments to PGW in regard to the Fern Rock property and/or received waivers or transfers reflected in PGW's billing summaries totaling $\$ 193,757$. These payments, transfers and waivers coincided with PGW marking the liens "vacated" and removing the liens from the property.

| Docketed Lien | Date of Filing | Amount Owed/Paid | Date Vacated |
| :--- | :--- | :--- | :--- |
| 110231082 | February 11, 2011 | $\$ 6773.19$ | May 14, 2014 |
| 110231079 | February 11, 2011 | $\$ 8,699.17$ | May 14, 2014 |
| 110231081 | February 22, 2011 | $\$ 28,891.52$ | May 24, 2014 |
| 110731728 | July 20, 2011 | $\$ 3,081.26$ | May 14, 2014 |


| 110731726 | July 20, 2011 | \$5,511.39 | May 14, 2014 |
| :---: | :---: | :---: | :---: |
| 110731727 | July 20, 2011 | \$8,229.43 | May 14, 2014 |
| 110731729 | July 20, 2011 | \$10,914.08 | May 14, 2014 |
| 110831149 | August 10, 2011 | \$512.54 | May 14, 2014 |
| 110831148 | August 10, 2011 | \$709.08 | May 14, 2014 |
| 110831147 | August 10, 2011 | \$1,185.86 | May 14, 2014 |
| 11031719 | October 22, 2011 | \$545.12 | May 14, 2014 |
| 11031763 | October 22, 2011 | \$770.81 | May 14, 2014 |
| 11031718 | October 22, 2011 | \$1,419.05 | May 14, 2014 |
| 11031897 | October 22, 2011 | \$3,245.83 | May 14, 2014 |
| 111230262 | December 6, 2011 | \$2,397.04 | May 14, 2014 |
| 120230543 | February 9, 2012 | \$3,086.87 | May 14, 2014 |
| 120230544 | February 9, 2012 | \$5,619.37 | May 14, 2014 |
| 120230545 | February 9, 2012 | \$12,122.74 | May 14, 2014 |
| 120532600 | May 23, 2012 | \$1,618.48 | May 14, 2014 |
| 120532625 | May 23, 2012 | \$3,897.91 | May 14, 2014 |
| 120532632 | May 23, 2012 | \$6,860.69 | May 14, 2014 |
| 120631620 | June 19, 2012 | \$469.12 | May 14, 2014 |
| 120631642 | June 19, 2012 | \$575.39 | May 14, 2014 |
| 120631639 | June 19, 2012 | \$2,427.95 | May 14, 2014 |
| 120731965 | July 21, 20212 | \$2,896.95 | May 14, 2014 |

Second, on or about August 21, 2013, SBG made various payments to PGW in regard to the Elrae Garden property. These payments coincided with PGW marking the liens "vacated" and removing the liens from the property.

| Docketed Lien | Date of Filing | Amount Owed/Paid | Date Vacated |
| :--- | :--- | :--- | :--- |
| 121030939 | October 17, 2012 | $\$ 1,303.76$ | August 30, 2013 |
| 121030938 | October 17, 2012 | $\$ 3,233.88$ | August 30, 2013 |
| 121031368 | October 23, 2012 | $\$ 648.64$ | August 30, 2013 |
| 130630431 | June 4, 2013 | $\$ 905.82$ | August 30, 2013 |

Finally, between April 10-17, 2012, the status of following liens was adjusted to "vacated" at the same time the status of a substantial number of liens were adjusted to "satisfied."

| Docketed Lien | Date of Filing | Amount Owed/Paid | Date Vacated |
| :--- | :--- | :--- | :--- |
| 110630494 | June 4, 2011 | $\$ 2,743.96$ | April 17, 2012 |
| 111230807 | December 15, 2011 | $\$ 1,200.70$ | April 17, 2012 |
| 111230877 | December 15, 2011 | $\$ 1,517.01$ | April 17, 2012 |
| 111231308 | December 23, 2011 | $\$ 62.90$ | April 17, 2012 |
| 111231305 | December 23, 2011 | $\$ 79.68$ | April 17, 2012 |
| 111231339 | December 23, 2011 | $\$ 203.28$ | April 17, 2012 |
| 111231309 | December 23, 2011 | $\$ 437.18$ | April 17, 2012 |
| 111231307 | December 23, 2011 | $\$ 649.02$ | April 17, 2012 |
| 111231349 | December 23, 2011 | $\$ 650.68$ | April 17, 2012 |
| 111231306 | December 23, 2011 | $\$ 1,874.05$ | April 17, 2012 |
| 111231341 | $\$ 344.49$ | April 17, 2012 |  |


| 111231353 | December 23, 2011 | \$1,903.95 | April 17, 2012 |
| :---: | :---: | :---: | :---: |
| 120130150 | January 6, 2012 | \$47.67 | April 17, 2012 |
| 120130151 | January 6, 2012 | \$58.96 | April 17, 2012 |
| 120130163 | January 6, 2012 | \$59.85 | April 17, 2012 |
| 120130194 | January 6, 2012 | \$61.65 | April 17, 2012 |
| 120130180 | January 6, 2012 | \$68.61 | April 17, 2012 |
| 120130160 | January 6, 2012 | \$183.39 | April 17, 2012 |
| 120130166 | January 6, 2012 | \$184.53 | April 17, 2012 |
| 120130143 | January 6, 2012 | \$198.64 | April 17, 2012 |
| 120130193 | January 6, 2012 | \$216.42 | April 17, 2012 |
| 120130200 | January 6, 2012 | \$222.55 | April 17, 2012 |
| 120130183 | January 6, 2012 | \$237.49 | April 17, 2012 |
| 120130216 | January 6, 2012 | \$295.55 | April 17, 2012 |
| 120130148 | January 6, 2012 | \$328.18 | April 17, 2012 |
| 120130201 | January 6, 2012 | \$352.22 | April 17, 2012 |
| 120130199 | January 6, 2012 | \$417.02 | April 17, 2012 |
| 120130196 | January 6, 2012 | \$419.88 | April 17, 2012 |
| 120130217 | January 6, 2012 | \$433.47 | April 17, 2012 |
| 120130171 | January 6, 2012 | \$526.14 | April 17, 2012 |
| 120130154 | January 6, 2012 | \$571.66 | April 17, 2012 |
| 120130144 | January 6, 2012 | \$609.08 | April 17, 2012 |
| 120130202 | January 6, 2012 | \$706.39 | April 17, 2012 |
| 120130170 | January 6, 2012 | \$800.59 | April 17, 2012 |


| 120130215 | January 6, 2012 | $\$ 823.51$ | April 17, 2012 |
| :--- | :--- | :--- | :--- |
| 120130162 | January 6, 2012 | $\$ 876.93$ | April 17, 2012 |
| 120130197 | January 6, 2012 | $\$ 878.98$ | April 17, 2012 |
| 120130198 | January 6, 2012 | $\$ 1,416.47$ | April 17, 2012 |

SBG incorporates the spreadsheet attached to this set of interrogatory responses, which (i) includes both vacated and satisfied liens regarding specified properties and (ii) demonstrates a strong correlation between SBG payments to PGW and PGW's decision to 'vacate' specified liens.

By way of further response, it is impossible to provide an exact answer to this interrogatory. In the analysis performed by Chris Hanson, he conducted an extensive review of the all sales, refinances and other payments made by SBG to PGW. He observed strong correlation between (a) the date that many vacated liens were removed from the docket and (b) payments made by SBG to PGW (through, refinances, the sale of particular property or direct payments). In other words, on numerous occasions, vacated liens had existed on a particular property for several years. Following a refinance, sale or direct payment, PGW removed these vacated liens. A clear pattern exists that demonstrates pattern indicative that PGW removed many or all vacated liens from SBG properties because SBG made payment to PGW.
4. Refer to page 7, line 14 to 15 and footnote 7: Please identify (and provide a copy of) all transaction documents, including HUD1s, provided by SBG to Mr. Hanson.

## RESPONSE:

SBG is providing a link to the transaction documents provided to Mr. Hanson for his analysis.
5. Refer to page 7, line 14: Please identify (and provide a copy of) all transaction documents, including HUD1s, where the "transaction documents itemized amounts to be paid to PGW and were contemporaneous to the status date of the liens listed as 'vacated"'.

## RESPONSE:

SBG incorporates by reference its response to interrogatory No. 4 as if set forth at length herein. SBG is providing a link to the transaction documents provided to Mr. Hanson for his analysis. The same documents are responsive to Interrogatories Nos. 4 and 5.
6. Refer to page 7, line 14: To the extent not provided in response to the foregoing Interrogatories, please identify (and provide a copy of) any and all transaction documents or "information supporting that vacated liens were possibly satisfied as opposed to nullified."

## RESPONSE:

SBG incorporates by reference its response to interrogatory No. 4 as if set forth at length herein. SBG is providing a link to the transaction documents provided to Mr. Hanson for his analysis. The same documents are responsive to Interrogatories Nos. 4, 5 and 6.

Goldstein Law Partners, LLC

By: /s/Shawn M. Rodgers
Michael Yanoff
Shawn M. Rodgers
Patricia Starner
11 Church Road, Suite 1A
Hatfield, PA 19440
(tel) 610.949.0444
(fax) 610.296.7730
myanoff@goldsteinlp.com srodgers@goldsteinlp.com pstarner@goldsteinlp.com

Counsel for Complainants $S B G$
Management Services, Inc., et al.

## CERTIFICATE OF SERVICE

I, Shawn M. Rodgers, Esquire, do hereby certify that on April 21, 2023, I caused a true and correct copy of Complainants' Response to PGW's Interrogatories to be served upon the following by e-filing and/or email:

Daniel Clearfield, Esquire
Carl R. Schultz, Esquire
Eckert Seamans Cherin \& Mellott, LLC
Two Liberty Place
50 South $16^{\text {th }}$ Street, $22^{\text {nd }}$ Floor
Philadelphia, PA 19102
Tel: (215) 851-8400
Fax: (215) 851-8383
dclearfield@eckertseamans.com
cschultz@eckertseamans.com
/s/Shawn M. Rodgers
MICHAEL YANOFF, ESQUIRE
SHAWN M. RODGERS, ESQUIRE

SBG Management Services, Inc. et al v. Philadelphia Gas Works
Examples of Liens Either Vacated or Satisfied Around Refinancings, Sales or Other Payments

| Number <br> by Owner | Owner | Docket | Lien Date | Amount | Lien Status |
| :---: | :---: | :---: | :---: | :---: | :---: | Lien Status Details | Lien |
| :---: |

Simon Garden
Liens were satisfied immediately the July 10,2012 property refinancing and payments to PGW included therein.

| 6 | Simon Garden | 100531542 | May 142010 | 82,896,78 | Salisfied | July | 12 | 2012 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 10 | Simon Garden | 100632367 | June 192010 | 202,746,97 | Salisfied | July | 12 | 2012 |
| 11 | Simon Garden | 100632426 | June 222010 | 147,576.01 | Salisfied | July | 12 | 2012 |
| 12 | Simon Garden | 110532638 | May 272011 | 140,489,15 | Salisfied | July | 12 | 2012 |
| 13 | Simon Garden | 110630243 | June 022011 | $40,714.25$ | Satisfied | July | 12 | 2012 |
| 14 | Simon Garden | 110630244 | June 022011 | 45,849.98 | Salisfied | July | 12 | 2012 |
| 15 | Simon Garden | 110731730 | July 202011 | 5,458,51 | Salisfied | July | 12 | 2012 |
| 16 | Simon Garden | 110731731 | July 202011 | 5,792,48 | Salisfied | July | 12 | 2012 |
| 17 | Simon Garden | 110831159 | August 102011 | 2,569.08 | Satisfied | July | 12 | 2012 |
| 18 | Simon Garden | 110831157 | August 102011 | 2,795,44 | Satisfied | July | 12 | 2012 |
| 19 | Simon Garden | 110831158 | August 102011 | 12,457.30 | Satisfied | July | 12 | 2012 |
| 20 | Simon Garden | 111030829 | October 122011 | 7,488,02 | Salisfied | July | 12 | 2012 |
| 21 | Simon Garden | 111030830 | Oclober 122011 | 43,254,05 | Salisfied | July | 12 | 2012 |
| 22 | Simon Garden | 111030879 | Oclober 122011 | 105,336.21 | Salisfied | July | 12 | 2012 |
| 23 | Simon Garden | 111231523 | December 302011 | 599.10 | Salisfied | July | 12 | 2012 |
| 24 | Simon Garden | 111231528 | December 302011 | 5,971.24 | Satisfied | July | 12 | 2012 |
| 25 | Simon Garden | 111231526 | December 302011 | 6,231.17 | Salisfied | July | 12 | 2012 |
| 26 | Simon Garden | 111231527 | December 302011 | 11,687,21 | Salisfied | July | 12 | 2012 |
| 27 | Simon Garden | 120532631 | May 232012 | 19,476.46 | Salisfied | July | 12 | 2012 |
| 28 | Simon Garden | 120532626 | May 232012 | 21,766,61 | Salisfied | July | 12 | 2012 |
| 29 | Simon Garden | 120532634 | May 232012 | 27,844.17 | Salisfied | July | 12 | 2012 |
| 30 | Simon Garden | 120631412 | June 142012 | 1,990.75 | Salisfied | July | 12 | 2012 |
| 31 | Simon Garden | 120631413 | June 142012 | 3,468.64 | Salisfied | July | 12 | 2012 |
| 32 | Simon Garden | 120730809 | July 102012 | 257.57 | Salisfied | July | 12 | 2012 |
| 33 | Simon Garden | 120730811 | July 102012 | 548.72 | Satisfied | July | 12 | 2012 |
| 34 | Simon Garden | 120730810 | July 102012 | 1,692,11 | Satisfied | July | 12 | 2012 |

Fern Rock
Liens were updated as either satisfied or vacated shortly after payments, waivers and transfers were reflected in PGW's billin!

| 7 | Fern Rock | 100731206 | July 102010 | 4,015.31 | Satisfied | March | 26 | 2014 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 8 | Fern Rock | 110231082 | February 112011 | 6,773,19 | Vacated | May | 14 | 2014 |
| 9 | Fern Rock | 110231079 | February 112011 | 8,600,17 | Vacaled | May | 14 | 2014 |
| 11 | Fern Rock | 110231081 | February 222011 | 28,891.52 | Vacated | May | 24 | 2014 |
| 12 | Fern Rock | 110731728 | July 202011 | 3,081,26 | Vacated | May | 14 | 2014 |
| 13 | Fern Rock | 110731726 | July 202011 | 5,511.39 | Vacaled | May | 14 | 2014 |
| 14 | Fern Rock | 110731727 | July 202011 | 8,229.43 | Vacated | May | 14 | 2014 |
| 15 | Fern Rock | 110731729 | July 202011 | 10,914.08 | Vacated | May | 14 | 2014 |
| 16 | Fern Rock | 110831150 | August 102011 | 275.83 | Vacated | May | 14 | 2014 |
| 17 | Fern Rock | 110831149 | August 102011 | 512.54 | Vacaled | May | 14 | 2014 |
| 18 | Fern Rock | 110831148 | August 102011 | 709.08 | Vacated | May | 14 | 2014 |
| 19 | Fem Rock | 110831147 | August 102011 | 1,185.86 | Vacated | May | 14 | 2014 |
| 20 | Ferm Rock | 111031719 | October 222011 | 545.12 | Vacated | May | 14 | 2014 |
| 21 | Fern Rock | 111031763 | October 222011 | 770.81 | Vacaled | May | 14 | 2014 |
| 22 | Fern Rock | 111031718 | Octaber 222011 | 1,419.05 | Vacated | May | 14 | 2014 |
| 23 | Fern Rock | 111031897 | October 222011 | 3,245,83 | Vacated | May | 14 | 2014 |
| 24 | Fern Rock | 111230262 | December 062011 | 2,397.04 | Vacated | May | 14 | 2014 |
| 25 | Fern Rock | 120230543 | February 092012 | 3,086.87 | Vacated | May | 14 | 2014 |
| 26 | Fern Rock | 120230544 | February 092012 | 5,619,37 | Vacated | May | 14 | 2014 |
| 27 | Fern Rock | 120230573 | February 092012 | 6,392,58 | Vacated | May | 14 | 2014 |
| 28 | Fern Rock | 120230545 | February 092012 | 12,122.74 | Vacated | May | 14 | 2014 |
| 29 | Fern Rock | 120532600 | May 232012 | 1,618.48 | Vacaled | May | 14 | 2014 |
| 30 | Fern Rock | 120532625 | May 232012 | 3,897.91 | Vacaled | May | 14 | 2014 |
| 31 | Fern Rock | 120532632 | May 232012 | 6,860.69 | Vacated | May | 14 | 2014 |
| 32 | Fern Rock | 120631620 | June 192012 | 469.12 | Vacated | May | 14 | 2014 |
| 33 | Fem Rock | 120631642 | June 192012 | 575.39 | Vacated | May | 14 | 2014 |
| 34 | Fern Rock | 120631639 | June 192012 | 2,427.95 | Vacated | May | 14 | 2014 |
| 35 | Fern Rock | 120731965 | July 212012 | 2,896.95 | Vacated | May | 14 | 2014 |

## Marshall Square

Liens were updated as either satisfied or vacated shortly after December 28, 2011 refinancing.

| 3 | Marshall Square | 100733829 | July 312010 | 121,108.37 | Satisfied | April |  | 2012 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 4 | Marshall Square | 111231525 | December 302011 | 157.00 | Vacated | March | 23 | 2012 |
| 5 | Marshall Square | 111231524 | December 302011 | 44,583.28 | Satisfied | April | 10 | 2012 |
| 6 | Marshall Square | 120332031 | March 242012 | 11,408.93 | Vacated | March | 29 | 2012 |
| 7 | Marshall Square | 120332040 | March 262012 | 3,593.32 | Satisfied | April | 10 | 2012 |
| 8 | Marshall Square | 120332042 | March 262012 | 69,302.81 | Salisfied | April | 10 | 2012 |

## Oak Lane

Liens were updated as either satisfied or vacated shortly after payments were reflected in billing history consistent with the $\mathrm{J}_{\mathrm{l}}$

| 23 | Oak Lane | 130431975 | April 232013 | 6,240.40 | Satisfied | June | 10 | 2014 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 24 | Oak Lane | 130631730 | June 182013 | 5,625.49 | Vacated | June | 10 | 2014 |
| 27 | Oak Lane | 131031098 | October 192013 | 4,633.89 | Vacaled | June | 11 | 2014 |
| 28 | Oak Lane | 131231368 | December 302013 | 1,763.43 | Vacated | June | 11 | 2014 |
| 29 | Oak Lane | 140331377 | March 222014 | 7,494.07 | Vacated | June | 11 | 2014 |

## Marchwood

SBG Management Services, Inc. et al v. Philadelphia Gas Works
Examples of Liens Elther Vacated or Satisfied Around Refinancings, Sales or Other Payments

| Number: by Owner | Owner | Docket | Lien Date | Amount | Lien Status | Lien Status Details |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 4 | Marchwood | 110130300 | January 072011 | 23,246.42 | Salisfied | November | 142012 |
| 7 | Marchwood | 110631507 | June 142011 | 46,085.69 | Salisfied | November | 142012 |
| 8 | Marchwood | 110831151 | August 102011 | 1,758.55 | Salisfied | November | 142012 |
| 9 | Marchwood | 110831152 | August 102011 | 341.00 | Salisfied | November | 142012 |
| 10 | Marchwood | 110831154 | August 102011 | 575.86 | Salisfied | November | 142012 |
| 11 | Marchwood | 111230561 | December 092011 | 13,585.98 | Salisfied | November | 142012 |
| 12 | Marchwood | 111230562 | December 092011 | 1,369.04 | Salisfied | November | 142012 |
| 13 | Marchwood | 111230563 | December 09 2011 | 745.06 | Satisfied | November | 142012 |
| 14 | Marchwood | 120532613 | May 232012 | 528.18 | Salisfied | November | 142012 |
| 15 | Marchwood | 120532614 | May 232012 | 1,133.62 | Satisfied | November | 142012 |
| 16 | Marchwood | 120532615 | May 232012 | 39,220.39 | Salisfied | November | 142012 |
| 17 | Marchwood | 120532633 | May 232012 | 11,282.01 | Satisfied | November | 142012 |
| 18 | Marchwood | 120631460 | June 192012 | 4,215.38 | Satisfied | November | 142012 |
| 19 | Marchwood | 120631461 | June 192012 | 661.97 | Satisfied | November | 142012 |
| 20 | Marchwood | 120631462 | June 192012 | 322.17 | Satisfied | November | 142012 |
| 21 | Marchwood | 120832175 | August 292012 | 326.77 | Satisfied | November | 142012 |
| 22 | Marchwood | 120832176 | August 292012 | 674.81 | Satisfied | November | 142012 |
| 23 | Marchwood | 120832204 | August 292012 | 4,007.60 | Satisfied | November | 142012 |
| 24 | Marchwood | 121130005 | November 022012 | 471.82 | Satisfied | November | 142012 |
| 25 | Marchwood | 121130006 | November 022012 | 968.63 | Satisfied | November | 142012 |

Elrae Garden
Liens were updated as either satisfied or vacated shortly after September 7, 2015 sale of the property.

| 30 | Elrae Garden | 100230057 | February 022010 | 6,179.57 | Vacated | September 102015 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 34 | Elrae Garden | 100230789 | February 122010 | 226.11 | Vacaled | September 102015 |
| 35 | Elrae Garden | 100230799 | February 122010 | 587.55 | Vacated | September 102015 |
| 94 | Elrae Garden | 140732929 | April 232014 | 4,036.56 | Salisfied | Oclober 072015 |
| 95 | Elrae Garden | 140732999 | April 232014 | 4,256.64 | Satisfied | Oclober 072015 |

Liens were updated as either satisfled or vacated shortly after several August 21, 2013 payments.

| 83 | Elrae Garden | 120532593 | May 222012 | 1,057,27 | Satisfied | August | 22 | 2013 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 84 | Elrae Garden | 121030939 | Oclober 172012 | 1,303.76 | Vacaled | Augusi | 30 | 2013 |
| 85 | Elrae Garden | 121030938 | Oclober 172012 | 3,233.88 | Vacated | Augusi | 30 | 2013 |
| 86 | Elrae Garden | 121031368 | October 232012 | 648.64 | Vacated | August | 30 | 2013 |
| 87 | Elrae Garden | 130630431 | June 042013 | 905.82 | Vacated | Augusi | 30 | 2013 |
| 88 | Elrae Garden | 130730632 | July 112013 | 1,154,00 | Satisfied | Augusi | 23 | 2013 |
| 89 | Elrae Garden | 130730633 | July 112013 | 1,549,00 | Satisfied | August | 23 | 2013 |

## Fairmount

Large group of both satisfied and vacated liens were all updated at approximately the same time.

| 2 | Fairmount | 100130273 | January | 12 | 2010 | 2.29 | Satisfied | April | 10 | 2012 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 3 | Fairmounl/SBG | 100130275 | January | 12 | 2010 | 3.88 | Salisfied | April | 10 | 2012 |
| 4 | Fairmounl/SBG | 100130276 | January | 12 | 2010 | 3.88 | Salisfied | April | 10 | 2012 |
| 5 | Fairmounl/SBG | 100130277 | January | 12 | 2010 | 22.58 | Salisfied | April | 10 | 2012 |
| 6 | FairmounUSBG | 100130274 | January | 12 | 2010 | 46.83 | Salisfied | April | 10 | 2012 |
| 7 | Fairmount/SBG | 100130286 | January | 12 | 2010 | 51.36 | Salisfied | April | 10 | 2012 |
| 8 | Fairmount/SBG | 100130289 | January | 12 | 2010 | 58.50 | Salisfied | April | 10 | 2012 |
| 9 | Fairmount/SBG | 100130284 | January | 12 | 2010 | 72.74 | Salisfied | April | 10 | 2012 |
| 10 | Fairmount/SBG | 100130280 | January | 12 | 2010 | 82.60 | Salisfied | April | 10 | 2012 |
| 11 | Fairmount/SBG | 100130293 | January | 12 | 2010 | 102.70 | Satisfied | April | 10 | 2012 |
| 12 | Fairmount/SBG | 100130282 | January | 12 | 2010 | 102.70 | Salisfied | April | 10 | 2012 |
| 13 | Fairmounl/SBG | 100130281 | January | 12 | 2010 | 126.39 | Satisfied | April | 10 | 2012 |
| 14 | Fairmounl/SBG | 100130271 | January | 12 | 2010 | 131.01 | Satisfied | April | 10 | 2012 |
| 15 | Fairmounl/SBG | 100130279 | January | 12 | 2010 | 176.15 | Satisfied | April | 10 | 2012 |
| 16 | Fairmounv/SBG | 100130288 | January | 12 | 2010 | 178.62 | Satisfied | April | 10 | 2012 |
| 17 | Fairmount/SBG | 100130272 | January | 12 | 2010 | 188.63 | Salisfied | April | 10 | 2012 |
| 18 | Fairmount/SBG | 100130290 | January | 12 | 2010 | 199.80 | Satisfied | April | 10 | 2012 |
| 19 | Fairmount/SBG | 100130292 | January | 12 | 2010 | 264.74 | Salisfied | April | 10 | 2012 |
| 20 | Fairmount/SBG | 100130270 | January | 12 | 2010 | 268.39 | Satisfied | April | 10 | 2012 |
| 21 | Fairmount/SBG | 100130267 | January | 12 | 2010 | 328.52 | Satisfied | April | 10 | 2012 |
| 22 | FairmounV/SBG | 100130269 | January | 12 | 2010 | 376.18 | Satisfied | April | 10 | 2012 |
| 23 | Fairmoun/SBG | 100130278 | January | 12 | 2010 | 628.98 | Salisfied | April | 10 | 2012 |
| 24 | FairmounUSBG | 100130291 | January | 12 | 2010 | 713.22 | Satisfied | April | 10 | 2012 |
| 25 | FairmounUSBG | 100130285 | January | 12 | 2010 | 762.02 | Salisfied | April | 10 | 2012 |
| 26 | FairmounUSBG | 100130283 | January | 12 | 2010 | 784.91 | Satisfied | April | 10 | 2012 |
| 27 | Fairmount/SBG | 100130287 | January | 12 | 2010 | 902.31 | Salisfied | April | 10 | 2012 |
| 28 | Fairmounl/SBG | 100130268 | January | 12 | 2010 | 1,413.69 | Salisfied | April | 10 | 2012 |
| 29 | Fairmounl/SBG | 100130297 | January | 12 | 2010 | 3,271.01 | Salisfied | April | 10 | 2012 |
| 30 | Fairmounl/SBG | 100130298 | January | 12 | 2010 | 11,326.43 | Salisfied | April | 10 | 2012 |
| 31 | FairmounUSBG | 100130301 | January | 12 | 2010 | 20,554.12 | Satisfied | April | 10 | 2012 |
| 32 | FairmounUSBG | 100130262 | January | 12 | 2010 | 23,536.31 | Salisfied | April | 10 | 2012 |
| 33 | FairmounU/SBG | 100130299 | January | 12 | 2010 | 25,140.32 | Salisfied | April | 10 | 2012 |
| 34 | Fairmount/SBG | 100130264 | January | 12 | 2010 | 26,154 21 | Salisfied | April | 10 | 2012 |
| 35 | Fairmount/SBG | 100130295 | January | 12 | 2010 | 27,295,35 | Salisfied | April | 10 | 2012 |
| 36 | Fairmount/SBG | 100130266 | January | 12 | 2010 | 28,990,64 | Salisfied | April | 10 | 2012 |
| 37 | Fairmount/SBG | 100130263 | January | 12 | 2010 | 29,173.30 | Salisfied | April | 10 | 2012 |
| 38 | FairmounVSBG | 100130296 | January | 12 | 2010 | 30,113.35 | Salisfied | April | 10 | 2012 |
| 39 | FairmounUSBG | 100130300 | January | 12 | 2010 | 53,548.81 | Satisfied | April | 10 | 2012 |
| 40 | FairmounUSBG | 100130277 | January | 12 | 2010 | 22.58 | Salisfied | April | 10 | 2012 |
| 41 | FairmounUSBG | 100130860 | January | 22 | 2010 | 15.61 | Salisfied | April | 10 | 2012 |
| 42 | FairmounUSBG | 100130858 | January | 22 | 2010 | 17.92 | Salisfied | April | 10 | 2012 |

SBG Management Services, Inc. et al v. Philadelphia Gas Works
Examples of Liens Either Vacated or Satisfied Around Refinancings, Sales or Other Payments

| Number by Owner | Owner | Docket | Lien Date | Amount | Lien Status | Lien Status Details |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 43 | FairmounUSBG | 100130857 | January 222010 | 129.31 | Satisfied | April | 10 | 2012 |
| 44 | Fairmount | 100830694 | Augus! 052010 | 102.49 | Satisfied | April | 10 | 2012 |
| 45 | Fairmount | 110236030 | February 262011 | 1,294.43 | Satisfied | April | 05 | 2011 |
| 46 | Fairmount | 110630494 | June 042011 | 2,743.96 | Vacated | April | 17 | 2012 |
| 47 | Fairmount | 111230808 | December 152011 | 345.33 | Satisfied | April | 10 | 2012 |
| 48 | Fairmount | 111230809 | December 152011 | 440.59 | Salisfied | April | 10 | 2012 |
| 49 | Fairmount | 111230807 | December 152011 | 1,200.70 | Vacated | April | 17 | 2012 |
| 50 | Fairmount | 111230877 | December 152011 | 1,517.01 | Vacated | April | 17 | 2012 |
| 51 | Fairmounl | 111230992 | December 162011 | 10,416.37 | Satisfied | April | 10 | 2012 |
| 52 | Fairmount | 111230983 | December 162011 | 12,538.01 | Satisfied | April | 10 | 2012 |
| 53 | Fairmount | 111230985 | December 162011 | 12,538.01 | Satisfied | April | 10 | 2012 |
| 54 | Fairmount | 111231308 | December 232011 | 62.90 | Vacated | April | 17 | 2012 |
| 55 | Fairmounl | 111231305 | December 232011 | 79.68 | Vacated | April | 17 | 2012 |
| 56 | Fairmount | 111231304 | December 232011 | 88.48 | Salisfied | April | 11 | 2012 |
| 57 | Fairmount | 111231339 | December 232011 | 203.28 | Vacaled | April | 17 | 2012 |
| 58 | Fairmount | 111231342 | December 232011 | 313.77 | Satisfied | April | 10 | 2012 |
| 59 | Fairmount | 111231301 | December 232011 | 336.01 | Salisfled | April | 10 | 2012 |
| 60 | Fairmount | 111231309 | December 232011 | 344.49 | Vacated | April | 17 | 2012 |
| 62 | Fairmount | 111231307 | December 232011 | 437.18 | Vacated | April | 17 | 2012 |
| 63 | Fairmount | 111231302 | December 232011 | 449.26 | Satisfied | April | 10 | 2012 |
| 64 | Fairmount | 111231349 | December 232011 | 649.02 | Vacated | April | 17 | 2012 |
| 65 | Fairmounl | 111231306 | December 232011 | 650.68 | Vacated | April | 17 | 2012 |
| 66 | Fairmount | 111231299 | December 232011 | 1,627.77 | Satisfied | April | 10 | 2012 |
| 67 | Fairmounl | 111231341 | December 232011 | 1,874.05 | Vacated | April | 17 | 2012 |
| 68 | Fairmounl | 111231353 | December 232011 | 1,903.95 | Vacated | April | 17 | 2012 |
| 69 | Fairmount | 111231337 | December 232011 | 5,298.08 | Satisfied | April | 10 | 2012 |
| 71 | Fairmount | 111231338 | December 232011 | 14,342.58 | Satisfied | April | 10 | 2012 |
| 72 | Fairmount | 111231575 | December 312011 | 3,188,25 | Satisfied | April | 10 | 2012 |
| 75 | Fairmount | 111231587 | December 312011 | 15,562,98 | Satisfied | April | 10 | 2012 |
| 76 | Fairmount | 120130159 | January 062012 | 46,36 | Vacated | April | 17 | 2012 |
| 77 | Fairmount | 120130150 | January 062012 | 47.67 | Vacated | April | 17 | 2012 |
| 78 | Fairmount | 120130151 | January 062012 | 58,96 | Vacated | April | 17 | 2012 |
| 79 | Fairmount | 120130163 | January 062012 | 59.85 | Vacated | April | 17 | 2012 |
| 80 | Fairmount | 120130194 | January 062012 | 61.65 | Vacated | April | 17 | 2012 |
| 81 | Fairmount | 120130180 | January 062012 | 68.61 | Vacated | April | 17 | 2012 |
| 82 | Fairmount | 120130174 | January 062012 | 94.99 | Satisfied | April | 10 | 2012 |
| 83 | Fairmount | 120130209 | January 062012 | 181.68 | Satisfied | April | 10 | 2012 |
| 84 | Fairmounl | 120130160 | January 062012 | 183.39 | Vacated | April | 17 | 2012 |
| 85 | Fairmount | 120130166 | January 062012 | 184.53 | Vacated | April | 17 | 2012 |
| 86 | Fairmount | 120130143 | January 062012 | 198.64 | Vacated | April | 17 | 2012 |
| 87 | Fairmount | 120130193 | January 062012 | 216.42 | Vacated | April | 17 | 2012 |
| 88 | Fairmount | 120130200 | January 062012 | 222.55 | Vacated | April | 17 | 2012 |
| 89 | Fairmount | 120130153 | January 062012 | 232.75 | Satisfied | April | 10 | 2012 |
| 90 | Fairmount | 120130183 | January 062012 | 237.49 | Vacated | April | 17 | 2012 |
| 91 | Fairmount | 120130149 | January 062012 | 255.75 | Salisfied | April | 10 | 2012 |
| 93 | Fairmount | 120130216 | January 062012 | 295.55 | Vacated | April | 17 | 2012 |
| 94 | Fairmount | 120130161 | January 062012 | 302.26 | Satisfied | April | 10 | 2012 |
| 95 | Fairmount | 120130148 | January 062012 | 328.18 | Vacated | April | 17 | 2012 |
| 96 | Fairmounl | 120130201 | January 062012 | 352.22 | Vacated | April | 17 | 2012 |
| 97 | Fairmount | 120130173 | January 062012 | 373.06 | Satisfied | April | 10 | 2012 |
| 98 | Fairmount | 120130208 | January 062012 | 382.05 | Satisfied | April | 10 | 2012 |
| 99 | Fairmounl | 120130199 | January 062012 | 417.02 | Vacated | April | 17 | 2012 |
| 100 | Fairmount | 120130196 | January 062012 | 419.88 | Vacated | April | 17 | 2012 |
| 101 | Fairmount | 120130217 | January 062012 | 433.47 | Vacated | April | 17 | 2012 |
| 102 | Fairmount | 120130171 | January 062012 | 526.14 | Vacated | April | 17 | 2012 |
| 103 | Fairmount | 120130154 | January 062012 | 571.66 | Vacaled | April | 17 | 2012 |
| 104 | Fairmount | 120130144 | January 062012 | 609.08 | Vacated | April | 17 | 2012 |
| 105 | Fairmount | 120130202 | January 062012 | 706.39 | Vacated | April | 17 | 2012 |
| 106 | Fairmount | 120130170 | January 062012 | 800.59 | Vacaled | April | 17 | 2012 |
| 107 | Fairmount | 120130215 | January 062012 | 823.51 | Vacated | April | 17 | 2012 |
| 108 | Fairmount | 120130175 | January 062012 | 845.63 | Salisfied | April | 10 | 2012 |
| 109 | Fairmount | 120130162 | January 062012 | 876.93 | Vacated | April | 17 | 2012 |
| 110 | Fairmount | 120130197 | January 062012 | 878.98 | Vacated | April | 17 | 2012 |
| 111 | Fairmount | 120130172 | January 062012 | 1,174.67 | Safisfied | April | 10 | 2012 |
| 112 | Fairmounl | 120130198 | January 062012 | 1,416.47 | Vacated | April | 17 | 2012 |
| 113 | Fairmount | 120130182 | January 062012 | 16,154,03 | Satisfied | April | 10 | 2012 |
| 114 | Fairmount | 120332033 | March 242012 | 606.96 | Satisfied | April | 10 | 2012 |
| 115 | Fairmount | 120332032 | March 242012 | 660.03 | Satisfied | April | 10 | 2012 |
| 116 | Fairmount | 120332034 | March 232012 | 800.45 | Satisfied | April | 10 | 2012 |
| 117 | Fairmount | 120332038 | March 242012 | 1,013.43 | Satisfied | April | 10 | 2012 |
| 118 | Fairmount | 120332035 | March 242012 | 9,383,68 | Satisfied | April | 10 | 2012 |
| 119 | Fairmount | 120332036 | March 242012 | 12,026,33 | Satisfied | April | 10 | 2012 |
| 120 | Fairmount | 120332037 | March 242012 | 22,792.87 | Satisfied | April | 10 | 2012 |
| 121 | Fairmount | 120332039 | March 262012 | 157.20 | Satisfied | April | 10 | 2012 |
| 122 | Fairmount | 120332041 | March 262012 | 245.92 | Satisfied | April | 10 | 2012 |
| 123 | Fairmount | 120332877 | March 302012 | 697.88 | Satisfied | April | 10 | 2012 |

## Colonial Gardon

Liens were updated as either satisfied or vacated around the time of the August 31, 2011 refinancing.

| 2 | Colonial Garden | 091231033 | December 17 | 2009 | 66,062.14 | Vacated | Augusi | 04 | 2011 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 3 | Colonial Garden | 091231034 | December 17 | 2009 | 85,104.42 | Salisfied | November | 05 | 2011 |
| 4 | Colonial Garden | 100131129 | January 27 | 2010 | 6,180.72 | Salisfied | November | 05 | 2011 |
| 7 | Colonial Garden | 101135002 | November 22 | 2010 | 44,238,50 | Salisfied | November | 05 | 2011 |
| 8 | Colonial Garden | 110232566 | February 18 | 2011 | 50,463.29 | Satisfied | November | 05 | 2011 |

SBG Management Services, Inc. et al v. Philadelphia Gas Works
Examples of Liens Either Vacated or Satisfied Around Refinancings, Sales or Other Payments

| Number <br> by Owner | Owner | Docket | Llen Date | Amount | Llen Status | Llen Status Details |
| :--- | :---: | :---: | :---: | :---: | :---: | :---: |
| 9 | Colonial Garden | 110831156 | August 102011 | $11,587.13$ | Sallsfied | November 05 |
| 10 | Colonial Garden | 110831155 | Augusi 102011 |  |  |  |

3 summaries totaling $\$ 193,757$.
une 6, 2014 refinancing.

## Exhibit CEH-3

SBG Management Services, Inc. et al v. Philadelphia Gas Works
Examples of Liens Elther Vacated or Satlsfled Around Reflnancings, Sales or Other Payments

| Number <br> by Owner | Owner | Docket | Llen Date | Amount | Llen Status | Lien Status Detalls |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |

## Simon Garden

Llens were satisfled Immedlately the July 10, 2012 property refinancIng and payments to PGW Included thereln.

| 6 | Simon Garden | 100531542 | May 142010 | 82,896.78 | Satisfied | July | 12 | 2012 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 10 | Simon Garden | 100632367 | June 192010 | 202,746.97 | Satisfied | July | 12 | 2012 |
| 11 | Simon Garden | 100632426 | June 222010 | 147,576.01 | Satisfied | July | 12 | 2012 |
| 12 | Simon Garden | 110532638 | May 272011 | 140,489.15 | Satisfied | July | 12 | 2012 |
| 13 | Simon Garden | 110630243 | June 022011 | 40,714.25 | Satisfied | July | 12 | 2012 |
| 14 | Simon Garden | 110630244 | June 022011 | 45,849,98 | Satisfied | July | 12 | 2012 |
| 15 | Simon Garden | 110731730 | July 202011 | 5,458,51 | Satisfied | July | 12 | 2012 |
| 16 | Simon Garden | 110731731 | July 202011 | 5,792.48 | Satisfied | July | 12 | 2012 |
| 17 | Simon Garden | 110831159 | August 102011 | 2,569.08 | Satisfied | July | 12 | 2012 |
| 18 | Simon Garden | 110831157 | August 102011 | 2,795.44 | Satisfied | July | 12 | 2012 |
| 19 | Simon Garden | 110831158 | August 102011 | 12,457.30 | Satisfied | July | 12 | 2012 |
| 20 | Simon Garden | 111030829 | Oclober 122011 | 7,488.02 | Satisfied | July | 12 | 2012 |
| 21 | Simon Garden | 111030830 | October 122011 | 43,254.05 | Satisfied | July | 12 | 2012 |
| 22 | Simon Garden | 111030879 | October 122011 | 105,336.21 | Satisfied | July | 12 | 2012 |
| 23 | Simon Garden | 111231523 | December 302011 | 599.10 | Satisfied | July | 12 | 2012 |
| 24 | Simon Garden | 111231528 | December 302011 | 5,971.24 | Satisfied | July | 12 | 2012 |
| 25 | Simon Garden | 111231526 | December 302011 | 6,231.17 | Satisfied | July | 12 | 2012 |
| 26 | Simon Garden | 111231527 | December 302011 | 11,687.21 | Satisfied | July | 12 | 2012 |
| 27 | Simon Garden | 120532631 | May 232012 | 19,476.46 | Satisfied | July | 12 | 2012 |
| 28 | Simon Garden | 120532626 | May 232012 | 21,766.61 | Satisfied | July | 12 | 2012 |
| 29 | Simon Garden | 120532634 | May 232012 | 27,844.17 | Satisfied | July | 12 | 2012 |
| 30 | Simon Garden | 120631412 | June 142012 | 1,990.75 | Satisfied | July | 12 | 2012 |
| 31 | Simon Garden | 120631413 | June 142012 | 3,468.64 | Satisfied | July | 12 | 2012 |
| 32 | Simon Garden | 120730809 | July 102012 | 257.57 | Satisfied | July | 12 | 2012 |
| 33 | Simon Garden | 120730811 | July 102012 | 548.72 | Satisfied | July | 12 | 2012 |
| 34 | Simon Garden | 120730810 | July 102012 | 1,692.11 | Satisfied | July | 12 | 2012 |

## Fern Rock

Llens were updated as elther satlsfled or vacated shortly after payments, walvers and transfers were reflected In PGW's blling summaries totalling \$193,757.

| 7 | Fern Rock | 100731206 | July 102010 | 4,015.31 | Satisfied | March | 26 | 2014 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 8 | Fem Rock | 110231082 | February 142011 | 6,773.19 | Vacated | May | 14 | 2014 |
| 9 | Fern Rock | 110231079 | February 112011 | 8,600.17 | Vacated | May | 14 | 2014 |
| 11 | Fern Rock | 110231081 | February 222011 | 28,891.52 | Vacated | May | 24 | 2014 |
| 12 | Fern Rock | 110731728 | July 202011 | 3,081.26 | Vacated | May | 14 | 2014 |
| 13 | Fern Rock | 110731726 | July 202011 | 5,511.39 | Vacated | May | 14 | 2014 |
| 14 | Fern Rock | 110731727 | July 202011 | 8,229.43 | Vacated | May | 14 | 2014 |
| 15 | Fem Rock | 110731729 | July 202011 | 10,914.0B | Vacated | May | 14 | 2014 |
| 16 | Fem Rock | 110831150 | August 102011 | 275.83 | Vacated | May | 14 | 2014 |
| 17 | Fem Rock | 110831149 | August 102011 | 512.54 | Vacated | May | 14 | 2014 |
| 18 | Fern Rock | 110831148 | August 102011 | 709.08 | Vacated | May | 14 | 2014 |
| 19 | Fem Rock | 110831147 | August 102011 | 1,185.86 | Vacated | May | 14 | 2014 |
| 20 | Fern Rock | 111031719 | October 222011 | 545.12 | Vacated | May | 14 | 2014 |
| 21 | Fern Rock | 111031763 | October 222011 | 770.81 | Vacated | May | 14 | 2014 |
| 22 | Fem Rock | 111031718 | October 222011 | 1,419.05 | Vacated | May | 14 | 2014 |
| 23 | Fem Rock | 111031897 | October 222011 | 3,245.83 | Vacated | May | 14 | 2014 |
| 24 | Fern Rock | 111230262 | December 062011 | 2,397.04 | Vacated | May | 14 | 2014 |
| 25 | Fem Rock | 120230543 | February 092012 | 3,086.87 | Vacated | May | 14 | 2014 |
| 26 | Fem Rock | 120230544 | February 092012 | 5,619.37 | Vacated | May | 14 | 2014 |
| 27 | Fern Rock | 120230573 | February 092012 | 6,392 58 | Vacated | May | 14 | 2014 |
| 28 | Fern Rock | 120230545 | February 092012 | 12,122.74 | Vacated | May | 14 | 2014 |
| 29 | Fern Rock | 120532600 | May 232012 | 1,618.48 | Vacated | May | 14 | 2014 |
| 30 | Fem Rock | 120532625 | May 232012 | 3,897.91 | Vacated | May | 14 | 2014 |
| 31 | Fern Rock | 120532632 | May 232012 | 6,860.69 | Vacated | May | 14 | 2014 |
| 32 | Fem Rock | 120631620 | June 192012 | 469.12 | Vacated | May | 14 | 2014 |
| 33 | Fern Rock | 120631642 | June 192012 | 575.39 | Vacated | May | 14 | 2014 |
| 34 | Fern Rock | 120631639 | June 192012 | 2,427.95 | Vacated | May | 14 | 2014 |
| 35 | Fern Rock | 120731965 | July 212012 | 2,896.95 | Vacated | May | 14 | 2014 |

## Marshall Square

Llens were updated as elther satisfled or vacated shortly after December 28, 2011 refinancing.

| 3 | Marshall Square | 100733829 | July 312010 | 121,108.37 | Satisfied | April 102012 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 4 | Marshall Square | 111231525 | December 302011 | 157.00 | Vacated | March 232012 |
| 5 | Marshall Square | 111231524 | December 302011 | 44,583.28 | Satisfied | April 102012 |
| 6 | Marshall Square | 120332031 | March 242012 | 11,408.93 | Vacated | March 292012 |
| 7 | Marshall Square | 120332040 | March 262012 | 3,593.32 | Satisfied | April 102012 |
| 8 | Marshall Square | 120332042 | March 262012 | 69,302.81 | Satisfied | April 102012 |

Oak Lane

SBG Management Services, Inc. et al v. Philadelphia Gas Works
Examples of Liens Elther Vacated or Satisfled Around RefinancIngs, Sales or Other Payments

| $\begin{array}{\|c\|} \text { Number } \\ \text { by Owner } \end{array}$ | Owner | Docket | Llen Date | Amount | Llen Status | Llen Status Details |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 23 | Oak Lane | 130431975 | April 232013 | 6,240,40 | Satisfied | June 102014 |
| 24 | Oak Lane | 130631730 | June 182013 | 5,625.49 | Vacated | June 102014 |
| 27 | Oak Lane | 131031098 | Oclober 192013 | 4,633.89 | Vacated | June 112014 |
| 28 | Oak Lane | 131231368 | December 302013 | 1,763.43 | Vacated | June 112014 |
| 29 | Oak Lane | 140331377 | March 222014 | 7,494.07 | Vacated | June 112014 |

## Marchwood

Liens were satlsfled Immediately after the November 8, 2012 property refinancing.

| 4 | Marchwood | 110130300 | January 072011 | 23,246.42 | Satisfied | November | 14 | 2012 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 7 | Marchwood | 110631507 | June 142011 | 46,085,69 | Satisfied | November | 14 | 2012 |
| 8 | Marchwood | 110831151 | August 102011 | 1,758.55 | Satisfied | November | 14 | 2012 |
| 9 | Marchwood | 110831152 | August 102011 | 341.00 | Satisfied | November | 14 | 2012 |
| 10 | Marchwood | 110831154 | August 102011 | 575.86 | Satisfied | November | 14 | 2012 |
| 11 | Marchwood | 111230561 | December 092011 | 13,585.98 | Satisfied | November | 14 | 2012 |
| 12 | Marchwood | 111230562 | December 092011 | 1,369.04 | Satisfied | November | 14 | 2012 |
| 13 | Marchwood | 111230563 | December 092011 | 745.06 | Satisfied | November | 14 | 2012 |
| 14 | Marchwood | 120532613 | May 232012 | 528,18 | Satisfied | November | 14 | 2012 |
| 15 | Marchwood | 120532614 | May 232012 | 1,133,62 | Satisfied | November | 14 | 2012 |
| 16 | Marchwood | 120532615 | May 232012 | 39,220 39 | Satisfied | November | 14 | 2012 |
| 17 | Marchwood | 120532633 | May 232012 | 11,282.01 | Satisfied | November | 14 | 2012 |
| 18 | Marchwood | 120631460 | June 192012 | 4,215,38 | Satisfied | November | 14 | 2012 |
| 19 | Marchwood | 120631461 | June 192012 | 661,97 | Satisfied | November | 14 | 2012 |
| 20 | Marchwood | 120631462 | June 192012 | 322.17 | Satisfied | November | 14 | 2012 |
| 21 | Marchwood | 120832175 | August 292012 | 326.77 | Satisfied | November | 14 | 2012 |
| 22 | Marchwood | 120832176 | August 292012 | 674.81 | Satisfied | November | 14 | 2012 |
| 23 | Marchwood | 120832204 | August 292012 | 4,007,60 | Satisfied | November | 14 | 2012 |
| 24 | Marchwood | 121130005 | November 022012 | 471.82 | Satisfied | November | 14 | 2012 |
| 25 | Marchwood | 121130006 | November 022012 | 968.63 | Satisfied | November | 14 | 2012 |

## Elrae Garden

Llens were updated as elther satisfied or vacated shortly after September 7, 2015 sale of the property.

| 30 | Elrae Garden | 100230057 | February 022010 | 6,179.57 | Vacated | September 102015 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 34 | Elrae Garden | 100230789 | February 122010 | 226.11 | Vacated | September 102015 |
| 35 | Elrae Garden | 100230799 | February 122010 | 587.55 | Vacated | September 102015 |
| 94 | Elrae Garden | 140732929 | April 232014 | 4,036.56 | Satisfied | October 072015 |
| 95 | Elrae Garden | 140732999 | April 232014 | 4,256.64 | Satisfied | October 072015 |

Llens were updated as either satisfled or vacated shortly after several August 21, 2013 payments.

| 83 | Elrae Garden | 120532593 | May 222012 | 1,057.27 | Satisfied | August | 22 | 2013 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 84 | Elrae Garden | 121030939 | October 172012 | 1,303.76 | Vacated | August | 30 | 2013 |
| 85 | Elrae Garden | 121030938 | October 172012 | 3,233.88 | Vacated | August | 30 | 2013 |
| 86 | Elrae Garden | 121031368 | October 232012 | 648.64 | Vacated | August | 30 | 2013 |
| 87 | Elrae Garden | 130630431 | June 042013 | 905.82 | Vacated | August | 30 | 2013 |
| 88 | Elrae Garden | 130730632 | July 112013 | 1,154.00 | Satisfied | August | 23 | 2013 |
| 89 | Elrae Garden | 130730633 | July 112013 | 1,549,00 | Satisfied | August | 23 | 2013 |

## Falrmount

Large group of both satisfied and vacated Ilens were all updated at approximately the same time.

| 2 | Fairmount | 100130273 | January | 12 | 2010 | 2.29 | Satisfied | April | 10 | 2012 |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- |
| 3 | Fairmount/SBG | 100130275 | January | 12 | 2010 | 3.88 | Satisfied | April | 10 | 2012 |
| 4 | Fairmount/SBG | 100130276 | January | 12 | 2010 | 3.88 | Satisfied | April | 10 | 2012 |
| 5 | Fairmount/SBG | 100130277 | January | 12 | 2010 | 22.58 | Satisfied | April | 10 | 2012 |
| 6 | Fairmount/SBG | 100130274 | January | 12 | 2010 | 46.83 | Satisfied | April | 10 | 2012 |
| 7 | FairmounUSBG | 100130286 | January | 12 | 2010 | 51.36 | Satisfied | April | 10 | 2012 |
| 8 | FairmounUSBG | 100130289 | January | 12 | 2010 | 58.50 | Satisfied | April | 10 | 2012 |
| 9 | Fairmount/SBG | 100130284 | January | 12 | 2010 | 72.74 | Satisfied | April | 10 | 2012 |
| 10 | Fairmount/SBG | 100130280 | January | 12 | 2010 | 82.60 | Satisfied | April 10 | 2012 |  |
| 11 | Fairmount/SBG | 100130293 | January | 12 | 2010 | 102.70 | Satisfied | April | 10 | 2012 |
| 12 | Fairmount/SBG | 100130282 | January | 12 | 2010 | 102.70 | Satisfied | April | 10 | 2012 |
| 13 | Fairmount/SBG | 100130281 | January | 12 | 2010 | 126.39 | Satisfied | April | 10 | 2012 |
| 14 | Fairmount/SBG | 100130271 | January | 12 | 2010 | 131.01 | Satisfied | April | 10 | 2012 |
| 15 | Fairmount/SBG | 100130279 | January | 12 | 2010 | 176.15 | Satisfied | April | 10 | 2012 |
| 16 | Fairmount/SBG | 100130288 | January | 12 | 2010 | 178.62 | Satisfied | April | 10 | 2012 |
| 17 | Fairmount/SBG | 100130272 | January | 12 | 2010 | 188.63 | Satisfied | April | 10 | 2012 |
| 18 | Fairmount/SBG | 100130290 | January | 12 | 2010 | 199.80 | Satisfied | April 10 | 2012 |  |
| 19 | Fairmount/SBG | 100130292 | January | 12 | 2010 | 264.74 | Satisfied | April | 10 | 2012 |
| 20 | Fairmount/SBG | 100130270 | January | 12 | 2010 | 268.39 | Satisfied | April | 10 | 2012 |
| 21 | Fairmount/SBG | 100430267 | January | 12 | 2010 | 328.52 | Satisfied | April | 10 | 2012 |
| 22 | Fairmount/SBG | 100130269 | January | 12 | 2010 | 376.18 | Satisfied | April | 10 | 2012 |

SBG Management Services, Inc. et al v. Philadelphia Gas Works
Examples of Llens Elther Vacated or Satisfled Around ReflnancIngs, Sales or Other Payments

| $\begin{array}{\|c\|} \text { Number } \\ \text { by Owner } \end{array}$ | Owner | Docket | Llen Date | Amount | Llen Status | Llen Status Details |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 23 | Fairmount/SBG | 100130278 | January 122010 | 628.98 | Satisfied | April 10 | 102012 |
| 24 | Fairmount/SBG | 100130291 | January 122010 | 713.22 | Satisfied | April | 102012 |
| 25 | Fairmount/SBG | 100130285 | January 122010 | 762.02 | Satisfied | April | 102012 |
| 26 | Fairmount/SBG | 100130283 | January 122010 | 784.91 | Satisfied | April | 102012 |
| 27 | Fairmount/SBG | 100130287 | January 122010 | 902.31 | Satisfied | April | 102012 |
| 28 | Fairmounl/SBG | 100130268 | January 122010 | 1,413.69 | Satisfied | April | 102012 |
| 29 | Fairmount/SBG | 100130297 | January 122010 | 3,271.01 | Satisfied | April | 102012 |
| 30 | FairmountSBG | 100130298 | January 122010 | 11,326.43 | Satisfied | April | 102012 |
| 31 | Fairmount/SBG | 100130301 | January 122010 | 20,554,12 | Satisfied | April | 102012 |
| 32 | Fairmount/SBG | 100130262 | January 122010 | 23,536.31 | Satisfied | April | 102012 |
| 33 | Fairmount/SBG | 100130299 | January 122010 | 25,140.32 | Satisfied | April | 102012 |
| 34 | Faimount/SBG | 100130264 | January 122010 | 26,154.21 | Satisfied | April | 102012 |
| 35 | Faimount/SBG | 100130295 | January 122010 | 27,295.35 | Satisfied | April | 102012 |
| 36 | Fairmount/SBG | 100130266 | January 122010 | 28,990.64 | Satisfied | April | 102012 |
| 37 | Fairmount/SBG | 100130263 | January 122010 | 29,173.30 | Satisfied | April | 102012 |
| 38 | FairmountSBG | 100130296 | January 122010 | 30,113.35 | Satisfied | April | 102012 |
| 39 | FairmountSBG | 100130300 | January 122010 | 53,548.81 | Satisfied | April | 102012 |
| 40 | Fairmount/SBG | 100130277 | January 122010 | 22.58 | Satisfied | April | 102012 |
| 41 | Fairmount/SBG | 100130860 | January 222010 | 15.61 | Satisfied | April | 102012 |
| 42 | Fairmount/SBG | 100130858 | January 222010 | 17.92 | Satisfied | April | 102012 |
| 43 | Fairmount/SBG | 100130857 | January 222010 | 129.31 | Satisfied | April | 102012 |
| 44 | Fairmount | 100830694 | August 052010 | 102.49 | Satisfied | April | 102012 |
| 45 | Faimount | 110236030 | February 262011 | 1,294.43 | Satisfied | April 0 | 052011 |
| 46 | Fairmount | 110630494 | June 042011 | 2,743.96 | Vacated | April | 172012 |
| 47 | Fairmount | 111230808 | December 152011 | 345.33 | Satisfied | April | 102012 |
| 48 | Fairmount | 111230809 | December 152011 | 440.59 | Satisfied | April | 102012 |
| 49 | Fairmount | 111230807 | December 152011 | 1,200.70 | Vacated | April | 172012 |
| 50 | Fairmount | 111230877 | December 152011 | 1,517.01 | Vacated | April | 172012 |
| 51 | Fairmount | 111230992 | December 162011 | 10,416.37 | Satisfied | April | 102012 |
| 52 | Fairmount | 111230983 | December 162011 | 12,538.01 | Satisfied | April | 102012 |
| 53 | Fairmount | 111230985 | December 162011 | 12,538.01 | Satisfied | April | 102012 |
| 54 | Fairmount | 111231308 | December 232011 | 62.90 | Vacated | April | 172012 |
| 55 | Fairmount | 111231305 | December 232011 | 79.68 | Vacated | April | 172012 |
| 56 | Faimount | 111231304 | December 232011 | 88.48 | Satisfied | April | 112012 |
| 57 | Fairmount | 111231339 | December 232011 | 203.28 | Vacated | April | 172012 |
| 58 | Fairmount | 111231342 | December 232011 | 313.77 | Satisfied | April | 102012 |
| 59 | Fairmount | 111231301 | December 232011 | 336.01 | Satisfied | April | 102012 |
| 60 | Fairmount | 111231309 | December 232011 | 344.49 | Vacated | April | 172012 |
| 62 | Fairmount | 111231307 | December 232011 | 437.18 | Vacated | April | 172012 |
| 63 | Fairmount | 111231302 | December 232011 | 449.26 | Satisfied | April | 102012 |
| 64 | Fairmount | 111231349 | December 232011 | 649.02 | Vacated | April | 172012 |
| 65 | Fairmount | 111231306 | December 232011 | 650.68 | Vacated | April | 172012 |
| 66 | Fairmount | 111231299 | December 232011 | 1,627.77 | Satisfied | April | 102012 |
| 67 | Fairmount | 111231341 | December 232011 | 1,874.05 | Vacated | April | 172012 |
| 68 | Fairmount | 111231353 | December 232011 | 1,903.95 | Vacated | April | 172012 |
| 69 | Fairmount | 111231337 | December 232011 | 5,298.08 | Satisfied | April | 102012 |
| 71 | Fairmount | 111231338 | December 232011 | 14,342.58 | Satisfied | April | 102012 |
| 72 | Fairmount | 111231575 | December 312011 | 3,188.25 | Satisfied | April | 102012 |
| 75 | Fairmount | 111231587 | December 312011 | 15,562.98 | Satisfied | April | 102012 |
| 76 | Fairmount | 120130159 | January 062012 | 46.36 | Vacated | April | 172012 |
| 77 | Fairmount | 120130150 | January 062012 | 47.67 | Vacated | April 1 | 172012 |
| 78 | Fairmount | 120130151 | January 062012 | 58.96 | Vacated | April 1 | 172012 |
| 79 | Fairmount | 120130163 | January 062012 | 59.85 | Vacated | April 1 | 172012 |
| 80 | Fairmount | 120130194 | January 062012 | 61.65 | Vacated | April 1 | 172012 |
| 81 | Fairmount | 120130180 | January 062012 | 68.61 | Vacated | April | 172012 |
| 82 | Fairmount | 120130174 | January 062012 | 94.99 | Satisfied | April | 102012 |
| 83 | Fairmount | 120130209 | January 062012 | 181.68 | Salisfied | April 1 | 102012 |
| 84 | Fairmount | 120130160 | January 062012 | 183.39 | Vacated | April 1 | 172012 |
| 85 | Fairmount | 120130166 | January 062012 | 184.53 | Vacated | April 17 | 172012 |
| 86 | Fairmount | 120130143 | January 062012 | 198.64 | Vacated | April 1 | 172012 |
| 87 | Faimount | 120130193 | January 062012 | 216.42 | Vacated | April 17 | 172012 |
| 88 | Fairmount | 120130200 | January 062012 | 222.55 | Vacated | April | 172012 |
| 89 | Fairmount | 120130153 | January 062012 | 232.75 | Satisfied | April 1 | 102012 |
| 90 | Fairmount | 120130183 | January 062012 | 237.49 | Vacated | April 1 | 172012 |
| 91 | Fairmount | 120130149 | January 062012 | 255.75 | Satisfied | April 1 | 102012 |
| 93 | Fairmount | 120130216 | January 062012 | 295.55 | Vacated | April 1 | 172012 |
| 94 | Fairmount | 120130161 | January 062012 | 302.26 | Satisfied | April 1 | 102012 |
| 95 | Fairmount | 120130148 | January 062012 | 328.18 | Vacated | April 1 | 172012 |
| 96 | Fairmount | 120130201 | January 062012 | 352.22 | Vacated | April 1 | 172012 |
| 97 | Fairmount | 120130173 | January 062012 | 373.06 | Satisfied | April | 102012 |
| 98 | Fairmount | 120130208 | January 062012 | 382.05 | Satisfied | April 1 | 102012 |
| 99 | Fairmount | 120130199 | January 062012 | 417.02 | Vacated | April | 172012 |
| 100 | Fairmount | 120130196 | January 062012 | 419.88 | Vacated | April 1 | 172012 |
| 101 | Fairmount | 120130217 | January 062012 | 433.47 | Vacated | April | 172012 |
| 102 | Fairmount | 120130171 | January 062012 | 526.14 | Vacated | April 1 | 172012 |
| 103 | Fairmount | 120130154 | January 062012 | 571.66 | Vacated | April 1 | 172012 |
| 104 | Fairmount | 120130144 | January 062012 | 609.08 | Vacated | April 1 | 172012 |

SBG Management Services, Inc. et al v. Philadelphia Gas Works
Examples of Llens Elther Vacated or Satlsfled Around RefinancIngs, Sales or Other Payments


## Colonial Garden

Llens were updated as either satisfled or vacated around the time of the August 31, 2011 reflnancing.

| 2 | Colonial Garden | 091231033 | December 172009 | 66,062.14 | Vacated | August 04 |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 3 | Colonial Garden | 091231034 | December 172009 | 85,104.42 | Satisfied | November 05 | 2011 |
| 4 | Colonial Garden | 100131129 | January 272010 | 6,180.72 | Satisfied | November 05 | 2011 |
| 7 | Colonial Garden | 101135002 | November 222010 | 44,238.50 | Satisfied | November 05 | 2011 |
| 8 | Colonial Garden | 110232566 | February 182011 | 50,463.29 | Satisfied | November 05 | 2011 |
| 9 | Colonial Garden | 110831156 | August 102011 | 11,587.13 | Satisfied | November 05 | 2011 |
| 10 | Colonial Garden | 110831155 | August 102011 | 47,171.25 | Satisfied | November 05 | 2011 |

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

|  | C-2012-2304183 |
| :---: | :---: |
| SBG Management Services, Inc., et al | C-2012-2304324 |
| v. | C-2015-2486618 |
| Philadelphia Gas Works | C-2015-2486642 |
|  | C-2015-2486677 |
|  | C-2015-2486674 |
| C-2015-248670 |  |
| C-2015-248665 |  |
| C-2015-2486648 |  |

Errata to the Remand Direct Testimony of BERNARD L. CUMMINGS on behalf of Philadelphia Gas Works

| Reference | Reads: | Should Read: |
| :--- | :--- | :--- |
| Page 20, line 8 | BCL-5 | BLC-5 |
| Page 22, line 6 | BCL-5 | BLC-5 |

PGW is attaching a clean copy of the Remand Direct Testimony of Bernard L. Cummings which will be submitted for the record in this proceeding.

# BEFORE THE PENNSYLVANIA PUBLIC UTII,ITY COMMISSION 

## REMAND DIRECT TESTIMONY OF

## BERNARD L. CUMMINGS

ON BEHALF OF PHILADELPHIA GAS WORKS

SBG Management Services, Inc. el al v. Philadelphia Gas Works Docket No. C-2012-2304324 et al.

October 31, 2022

## TABLE OF CONTENTS

I. INTRODUCTION ..... 1
II. BACKGROUND ..... 3
III. PARTIAL PAYMENTS ..... 5
IV. PERFECTED LIENS ..... 14
V. CONCLUSION ..... 22

List of Exhibits

| BLC-1 | Background: Summary of Names, Addresses and Accounts |
| :--- | :--- |
| BLC-2 | Partial Payment: Rejected Example |
| BLC-3 | Partial Payment: Summary of Recalculated Amounts of LPCs and <br> Gas Service Charges and October 2022 Account Balances |
| BLC-4 | Partial Payment: Balance Comparisons |
| BLC-5 | Perfected Lien Information |

## I. INTRODUCTIUN

Q. PLEASE STATE YOUR NAME AND CURRENT POSITION WITH PGW.
A. My name is Bernard Cummings and I am the Vice President, Customer Service and Collections, at Philadelphia Gas Works ("PGW" or "Company").
Q. PLEASE DESCRIBE YOUR EDUCATIONAL BACKGROUND AND WORK HISTORY.
A. I received a Bachelor of Science degree in Business Administration from American University in Washington, D.C. and a Masters of Business Administration degree from the University of Michigan in Ann Arbor, Michigan. Prior to my current position, I was the Treasurer of PGW.
Q. HAVE YOU EVER PROVIDED TESTIMONY BEFORE THIS COMMISSION?
A. Yes. I previously testificd in the hearings held in the Pennsylvania Public Utility Commission ("PUC" or "Commission") complaints brought by SBG Management Services, Inc., and the various co-complainants property owners including: Colonial Garden Realty Co., LP; Elrae Garden Reaity Co., LP; Fairmount Manor Realty Cu., LP; Fern Rock Realty Co., LP; Marchwood Realty Co., LP; Marshall Square Realty Co., LP; Oak Lane Court Realty Co., LP; and Simon Garden Realty Co., LP. (collectively "SBG," the "SBG Entities," or "Complainants"). I have also submitted testimony before the Commission in PGW's recent base rate proceedings at Docket Nos. R-2017-2586783 and R-2020-3017206.

## Q. ON WHOSE BEHALF ARE YOU TESTIFYING IN THIS PROCEEDING?

A. My testimony is submitted on behalf of PGW.

## Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY IN THIS PROCEEDING?

A. The purpose of my testimony is to present the data that PGW has compiled regarding the two issues that PGW understands are to be resolved in this proceeding as a result of the Commonwealth Court's decision (PGW III) remanding the complaints to the Commission ${ }^{1}: 1$ ) the recalculation of SBG's partial payments as directed in prior Commission Orders; and 2) to present data for the relevant historic periods, on the amounts that the Complainants paid in Late Payment Charges ("LPC") when, in accordance with the Supreme Court's decision in this case, SBG should have been charged at the post judgment interest rate because the arrearages were the subject of perfected liens.

## Q. PLEASE IDENTIFY THE EXHIBITS THAT ACCOMPANY YOUR

 TESTIMONY.A. The following exhibits accompany my testimony:

| BLC-1 | Background: Summary of Names, Addresses and Accounts |
| :--- | :--- |
| BLC-2 | Partial Payment: Rejected Example |
| BLC-3 | Partial Payment: Summary of Recalculated Amounts of LPCs and <br> Gas Service Charges and October 2022 Account Balances |
| BLC-4 | Partial Payment: Balance Comparisons |
| BLC-5 | Perfected Lien Information |

## Q. WERE THOSE EXHIBITS PREPARED BY YOU OR UNDER YOUR DIRECTION AND SUPERVISION?

A. Yes.

## 1 I

## II. BACKGROUND

## Q. HAVE YOU PREPARED A SUMMARY OF THE COMPLAINANTS' ACCOUNTS AT ISSUE IN THESE COMPLAINTS?

A. Yes, to help organize the data on the numerous accounts, PGW prepared a summary exhibit with pertinent information labeled as Exhibit BLC-1. The exhibit is a ligh-level summary of all of the SBG entities involved in the complaints. For ease of reference, the exhibit divides the information into 30 lines or categories (as noted in Column A).

Exhibit BLC-1 is color coded by each SBG entity, and includes the SBG entity name (Column B), address (Column C), PGW account number (Column D), service agreement numbers (Column E), any Old PGW account numbers and service agreements associated with each customer (Columns I' \& (i), the associated data file names provided to SBG on February 28,2022 and October 4, 2022 (Column I), and the associated Office of Property Assessment account number to help identify spccitic parcels owned by the SBG entities (Columns $\mathrm{K} \& \mathrm{~L}$ ). The exhibit also includes other relevant information including whether and when certain properties were sold based on the Philadelphia Office of Property Assessment searches and the proper corporate names of the various SBG entities along with their Corporation Bureau Entity Numbers.

## Q. PLEASE DESCRIBE THE RESEARCH PROCESS THAT PGW ENGAGED IN

 TO COMPILE THE DATA.A. In an attempt to confirm the universe of accounts and matters in these complaints, and to comply with the Commonwealth Court's order, PGW first compiled a list of all the accounts of the SBG entities listed on Exhibit BLC-1 and confirmed all of the relevant information and status of accounts in its system. The account and service agreement information was checked against the account and service agreement information in the

2012 PUC Complaints in order to prevent confusion - if the account and/or service agreement numbers had changed over time.

For information such as if properties were sold, that information was pulled from the specific property's public records from the Philadelphia Office of Property Assessment (OPA). The OPA's website ${ }^{2}$ contains information about a property's ownership, sales history, value, and physical characteristics. That website also shows the unique tax parcel number for each land parcel or other interest in real estate.

For information regarding the proper names of the SBG entities listed on Exhibit BLC-1, information was pulled from the public records of the Pennsylvania Corporation Bureau. The Corporation Bureau's website ${ }^{3}$ allows searches of records submitted to them, such as names changes and registrations to do business. That website also shows the proper name and unique entity number assigned to each business.

## Q. WHY DO SOME ACCOUNTS HAVE MULTIPLE SERVICE AGREEMENTS, OR OLD ACCOUNTS/SERVICE AGREEMENTS LISTED?

A. In PGW's systems, every time a new service is initiated, a new service agreement is put in place. This could occur for multiple reasons such as customers entering into new service agreements, customers choosing to consolidate accounts, if the service is disconnected for any reasons (customer request or nonpayment) or for other administrative reasons. A new service agreement does not indicate that a physical shut-

[^8]off of gas service occurred, and is most often caused by administrative requests from the customer and simply tracks periods of time when service was initiated.

## Q. YOU MENTIONED DATA FILES. WERE THEY PROVIDED TO THE COMPLAINANTS?

A. Yes. PGW first provided the data files to Counsel for SBG February 28, 2022 and again on October 1, 2022. The data provided contained the original billing information and recalculated information. Counsel for PGW noted that the data was provided in letters served upon the Complainants and filed with the PUC Secretary. The letter of February $28,2022,{ }^{4}$ and the letter of October $4,2022^{5}$ can be found on the Commission's dockets. Information regarding perfected liens and their status was also provided on October 4, 2022.

## PARTIAL PAYMENTS

## Q. PLEASE EXPLAIN WHAT ISSUES REMAIN IN THESE PROCEEDINGS REGARDING THE PARTIAL PAYMENTS?

A. As part of the prior Commission Orders in these matters, and as a result of the settlement of $P A P U C, P G W$, Docket No. R-2017-2586783, Opinion and Order (Order entered June 28, 2019) ${ }^{6}$ (Order approving, among other things a Joint Petition for Settlement datcd April $\left.17,2019^{7}\right)($ "2019 Settlement"), PGW recalculated the application of the partial payments on a first-in-first-out basis, and implemented the ordered payment application enhancement on January 24, 2020. That implementation date was reported to the Commission in a letter dated February $5,2020 .{ }^{8}$ Parenthetically, I would note that in accordance with the 2019 Settlement with OCA and the Commission Order approving

[^9]that Settlement, PGW modified its partial payment application formula for all customers including SBG on that date.

## Q. PLEASE DESCRIBE PGW'S PREVIOUS METHOD OF APPLYING PARTIAL PAYMENTS?

A. Previously, PGW applied all partial payments made to the late payment charge portion of the basic charges, with any remainder then being applied to outstanding unpaid gas service charge portion of the basic charges. PGW followed this method because it believed in good faith that it was consistent with the partial payment application rule set forth in the PUC's Regulations.
Q. PLEASE DESCRIBE PGW'S CURRENT METHOD OF APPLYING PARTIAL PAYMENTS, AND HOW THE CHANGE WAS IMPLEMENTED.
A. In compliance with the Commission approved 2019 Settlement, PGW implemented its payment application enhancement as of January 24, 2020, which modified PGW's customer information system to apply partial payments in a manner that applies payments on a first-in-first-out, bill by bill methodology, whereby a partial payment is applied to the earliest unpaid gas charges (including late payment charges, if any), then the next earliest of each chronologically.

## Q. IS THIS THE METHODOLOGY PGW HAS EMPLOYED IN THIS CASE?

A. Yes. PGW recalculated the outstanding balances using the methodology from the 2019 Settlement.
Q. FOR EACH GAS ACCOUNT AT ISSUE IN THIS PROCEEDING, DID PGW RECALCULATE THE APPLICATION OF PARTIAL PAYMENT CONSISTENT WITH ITS CURRENT PRACTICE UNDER THE 2019 SETTLEMENT?
A. Yes, PGW implemented the payment application enhancement in its computer systems, effective January 24, 2020. Since then, PGW has calculated the application of all partial
payments consistent with the Commission's Order, and any payments made by SBG after January 24, 2020 are not at issue.

## Q. PLEASE EXPLAIN THE GENERAL PROCEDURE PGW UNDERTOOK TO RECALCULATE THE APPLICATION OF THE PARTIAL PAYMENTS?

A. PGW first collected all billing data for each account and service agreement chronologically starting in approximately 2008 and through September 2021. PGW chose September 2021 as a stopping point for the raw data to provide the Complainants with over 20 months of additional data under the new system. and all data after January 24 , 2020 was calculated in PGW's systems under the Commission Order methodology. The billing data contained a chronology of all bills, late payment charges, payments made by (or on behalf of) the SBG entities listed on Exhibit BLC-1, and other relevant data associated with each account's billing history. PGW first provided the data to Counsel for SBG Fehruary 28. 2022 and again on October 4. 2022. The data provided contained the original billing information and recalculated information.

## Q. WHAT DATES DID PGW USE FOR THE RECALCULATION START DATE?

A. The start date for recalculations is based on the Commission's Orders in the 2012 Complaints. Unless otherwise directed by the PUC, the recalculation start dates begin on the date of partial payment used by the PUC to recalculate the unpaid LPC and gas balances and the PUC's ordered credits, where applicable. For Group 1 (Colonial Garden and Simon Garden), the recalculation begins after December 2, 2011. ${ }^{9}$ For Group 2 (Elrea Garden, Fairmount Manor, and Marshall Square), the recalculation begins after

May 3, 2012. ${ }^{10}$ For Group 3 (Marchwood, Oak Lane, and Fern Rock), the recalculation starts at the statute of limitation period for the complaint as the Commission did not previously order any refund or credit to those accounts. ${ }^{11}$

## Q. PLEASE EXPLAIN HOW THE RECALCULATION WAS DONE.

A. The amounts of recalculated late payment charges and unpaid gas balance from the PUC calculation were done in relation to prior bills to enable PGW to determine the amount of the oldest unpaid gas balances including LPCs. PGW then recalculated the late payment charges and unpaid gas balances by applying new payments to the oldest late payment and oldest unpaid gas balance, and then to the next oldest late payment charges and next oldest unpaid gas balance and so on. This applied the Commission's ordered first-in-firstout, bill by bill methodology from the 2019 Settlement.

PGW recalculated partial payments applications for this proceeding consistent with the payment application approach agreed to in the 2019 Settlement for all of the SBG entities listed on Exhibit BLC-1. In doing so, PGW applied the prior Commission ordered credits to the accounts Group 1 (Colonial Garden, Simon Garden), Group 2 (Elrea Garden, Fairmount Manor, and Marshal Square). No credits were applied regarding Group 3 (Marchwood Realty, Oak Lane Court, and Fern Rock Realty) because the Commission

10 SBG Management Services, Inc./EIrea Garden Realty Co., L.P., SBG Management Services, Inc./ Fairmount Manor Realty Co., L.P., and SBG Management Services, Inc./Marshall Square Realty Co., L.P., Docket Nos. C-2012-2304167, C-2012-2304215 \& C-2012-2304303, Opinion and Order (Order dated September 20, 2018)(Link: https://www.puc.pa.gov/pcdocs/1586418.docx).
${ }^{11}$ SBG Management Services, Inc./Marchwood Realty Co., L.P., SBG Management Services, Inc./ Oak Lane Court Realty Co., L.P., and SBG Management Services, Inc./Fern Rock Realty Co., L.P., Docket Nos. C-20122308454, C-2012-2308462 \& C-2012-2308465, Opinion and Order (Order dated October 4, 2018)(Link: https://www.puc.pa.gov/pedocs/1588477.docx).
did not order any credits for Group 3. The Commission only directed recalculations for Group 3 in the 2012 PUC Complaints.

## Q. PLEASE RFFFER TO FXHIBIT BLC.-3. WHAT IS THIS DOCUMENT?

A. This document is the summary of all the partial payments for the relevant time periods for each SBG Entity listed on Exhibit BLC-1 and how they were recalculated and reapplied for all of the accounts shown in Exhibit BLC-1.

## Q. IS THIS DOCUMENT SOMETHING KEPT IN THE NORMAL COURSE OF BUSINESS BY PGW?

A. This document is a summary of the recaiculations. The recalculations are based on pertinent information in the original billing account data from PGW's system. In short, every partial payment made by (or on behalf of) the SBG entities listed on Exhibit BLC-1 is clearly identified and the method by which cach payment was applied to outstanding LPC vs. unpaid service balances is shown on Exhibit BLC-3.

## Q. WAS THIS DOCUMENT PREPARED BY YOU OR AT YOUR DIRECTION?

A. It was prepared at my direction and I have reviewed it to confirm its accuracy.

## Q. PLEASE EXPLAIN HOW EXHIBIT BLC-3 IS PRESENTED.

A. First, pages 2-24 of the exhibit are labeled by the related property name, account number, and service agreement number. Second, each partial payment is listed for each account and how each payment was applied unpaid gas balances (including LPCs, if any) is provided as calculated using the 2019 Settlement methodology. Finally, the exhibit describes the current status of each account and any outstanding LPC or unpaid gas charges as of January 24, 2020, the date of PGW's system wide changes implemented in accordance with the 2019 Settlement.
Q. BASED ON THE SUMMARIZED PARTIAL PAYMENTS REPRESENTED IN EXHIBIT BLC-3, DOES THE RECALCULATION ON A FIRST-IN-FIRST-OUT BASIS FOR PARTIAL PAYMENTS WARRANT ANY REFUNDS OR CREDITS TO THE COMPLAINANTS?
A. Yes, as summarized in Exhibit BLC-4, when recalculating the application of partial payments, PGW has determined that account credits totaling \$50,494.79 across all accounts are to be applied. This is the total difference between the application methodologies through the date of the date of PGW's system change on January 24, 2020. As shown more fully in Exhibit BLC-4, the SBG entities listed in Exhibit BLC-1 are owed account credits for each property owner as follows:

| SBG Entity | Account Credit from Partial Payment <br> recalculation through January 24, <br> $\mathbf{2 0 2 0}$ for each entity |
| :--- | :--- |
| Colonial Garden Realty Co., LP | $\$ 2,293.38$ |
| Elrae Garden Realty Co., LP | $\$ 1,543.79$ |
| Fairmount Manor Realty Co., LP | $\$ 10,688.97$ |
| Fern Rock Realty Co., LP | $\$ 25,998.53$ |
| Marchwood Realty Co., LP | $\$ 1,003.62$ |
| Marshall Square Realty Co., LP | $\$ 5,491.68$ |
| Oak Lane Court Realty Co., LP | $\$ 3,055.78$ |
| Simon Garden Realty Co., LP | $\$ 419.04$ |
| TOTAL CREDIT PGW OWES TO SBG | $\$ 50,494.79$ |

## Q. WHAT ARE THE COMPLAINANTS' CURRENT BALANCES ON THEIR PGW ACCOUNTS?

A. As shown in Exhibit BLC-3, Page 1 - Master Account Balance, the Complaints have outstanding balances of $\$ 1,405,216.51$ owed to PGW on their accounts as of the submission of this testimony. Below is a tabulation of the outstanding account balance by property owner:

| SBG Entity | Balance owed on PGW accounts |
| :--- | :--- |
| Colonial Garden Realty Co., LP | $\$ 0.00$ |
| Elrae Garden Realty Co., LP | $\$ 179.54$ |
| Fairmount Manor Realty Co., LP | $\$ 258,185.15$ |
| Fern Rock Realty Co., LP | $\$ 954,786.36$ |
| Marchwood Realty Co., L.P | $\$ 40,160.23$ |
| Marshall Square Realty Co., LP | $\$ 72,605.09$ |
| Oak Lane Court Realty Co., LP | $\$ 39,529.96$ |
| Simon Garden Realty Co., LP | $\$ 39,949.72$ |
| TOTAL BALANCE SBG OWES TO <br> PGW AS OF OCT. 2022 | $\mathbf{\$ 1 , 4 0 5 , 2 1 6 . 5 1}$ |

## Q. HOW DO THE CREDITS FROM THE RECALCULATION IMPACT THE COMPLAINAN'S' CURRENT BALANCES AS OF OCTOBER 2022?

A. The total credit of $\$ 50,494.79$ owed to the Complainants based on the partial payment recalculation results in an approximately $3.6 \%$ reduction to the total outstanding balances the Complainants owe for utility service to PGW as of the time of this testimony, or a reduction to a total outstanding balance from $\$ 1,405,216.51$ to $\$ 1,354,901.26$. Below is a tabulation of the Complainants' account balances as of this testimony when applying the credits stated above:

| SBG Entity | Balance owed on PGW accounts after <br> application of account credit |
| :--- | :--- |
| Colonial Garden Realty Co., LP | $(\$ 2,293.38)$ |
| Elrae Garden Realty Co., LP | $(\$ 1,364.25)$ |
| Fairmount Manor Realty Co., LP | $\$ 247,496.18$ |
| Fern Rock Realty Co., LP | $\$ 928,787.83$ |
| Marchwood Realty Co., LP | $\$ 39,156.61$ |
| Marshall Square Realty Co., LP | $\$ 67,113.41$ |
| Oak Lane Court Realty Co., LP | $\$ 36,474.18$ |
| Simon Garden Realty Co., LP | $\$ 39,530.68$ |
| TOTAL OUTSTANDING BALANCE <br> OWED TO PGW AS OF OCT. 2022 | $\mathbf{\$ 1 , 3 5 4 , 9 0 1 . 2 6}$ |

Q. HOW DOES PGW PROPOSE THE CREDITS BE APPLIED?
A. Upon a final Commission order in these proceedings, PGW will apply the credits to the various accounts on their next bill. If no balance is owed by the SBG Entity listed on BLC-1 as of the next bill, PGW will either credit the account for future gas service charges or in the case of Elrae Garden Realty, which is no longer owned by an SBG entity, issue a refund for the difference provided above.
Q. IN MAKING THESE CALCULATIONS YOU STATED YOU USED THE FIRST IN FIRST OUT METHOD APPROVED BY THE COMMISSION. IS THAT THE METHOD THAT THE COMMISSION USED IN THE PRIOR COMMISSION DECISION IN THESE MATTERS?
A. No.
Q. WHY DIDN'T PGW USE THE FORMULA PREVIOUSLY EMPLOYED IN THIS PROCEEDING TO RECALCULATE PARTIAL PAYMENT APPLICATIONS IN THIS PROCEEDING?
A. First, as of January 24, 2020, PGW's billing system has implemented the formula from the Commission's Order approving the 2019 Settlement for all customers regarding the application of partial payments, and this formula as determined by the Commission is just
and reasonable. Therefore, the Commission approved settlement and billing system changes regarding the application of partial payments supersedes the prior orders in these proceedings. Second, the initial method used a simplifying assumption to split payments between LPCs and the remainder of basic charges. Now that PGW has compiled all the actual payment data for these accounts, using this simplifying assumption is neither reasonable nor necessary, and as discussed below produces unreasonable results.

Third, in reviewing the data and preparing the partial payment recalculation, it became apparent to PGW that the formula previously created in these proceedings prior to the overall change in PGW's billing systems simply did not work when recalculating partial payments over an extended period of time. The formula previously used in these proceedings looked simply at the ratio between the amounts on prior bills and is not based on the appication of the aciual payment made. This creates a significant and critical error when there is a long period of time between partial payments, which was often the case for the SBG entities during the periods at issue. One example is shown on Exhibit BLC-2. That Exhibit shows the recalculation of the partial payment application for the Simon Garden Account No. 539547187 (SA\# 8569221065) for a May 2019 payment of $\$ 1,481.52$. The next most recent prior payment was made by or on behalf of Simon Garden in September of 2014, and 56 months hād elapsed. Using the previous formula employed in these proceedings, the payment of only $\$ 1,481.52$ in May 2019 would trigger a refund/credit of $\$ 663.06$ per month for the 56 -month period, totaling $\$ 37,131.53$. This is not reasonable and is just one of many examples that shows that the prior formula used in this proceeding does not work on the larger data set and creates arbitrary refunds disproportionate to the payment actually made. Therefore, PGW chose

5IV. PERFECTED LIENS
to recalculate the application of partial payments under the Commission's approved methodology from the 2019 Settlement. As shown above, this previously approved method employed by PGW is reasonable and does not create any refunds disproportionate to the payments made unlike the prior formula from these proceedings.

## Q. PLEASE EXPLAIN WHAT ISSUES REMAIN FOR THE APPLICATION OF LPCS ON PERFECTED LIENS IN THIS PROCEEDING.

A. I am informed by counsel that the Pennsylvania Commonwealth Court remanded this proceeding to the PUC in order to calculate how much, if anything, was owed to Complainants because they paid PGW bills that included LPCs at $18 \%$ when, according to the Pennsylvania Supreme Court, they should have been charged 6\% because the arrearages were the subject of a perfected lien. I am also informed that the Pennsylvania Supreme Court ruled that a perfected PGW lien was the same as a final money judgment in terms of the PUC jurisdiction over the arrearage amounts (and, therefore, PGW's Tariff no longer applied to those amounts). Finally, I note that PGW has filed a Partial Motion to Dismiss this portion of the remand, in part because, in PGW's view, the PUC does not have jurisdiction under the Public Utility Code to resolve disputes or to modify money judgments such as those created by perfected liens under the Pennsylvania Municipal Claim and Tax Lien Law. I am presenting this calculation data without waiver of PGW's position that the Commission no longer has subject matter jurisdiction over disputes about the proper amount of charges in a judgment created by a perfected lien.

## Q. DID YOU REVIEW THE LIENS AS INITIALLY RAISED BY THE COMPLAINANTS IN THIS PROCEEDING?

A. Yes, I did. The review was based at least initially on the exhibits that were presented by the Complainants' in prior evidentiary proceedings in the matters.
Q. DID YOU OR SOMEONE AT YOUR DIRECTION COMPILE A DESCRIPTION OF ALL THE LIENS ASSOCIATED WITH THE COMPLAINTS?
A. Yes, at my direstion all the perfected or docketed liens for the Complainants were reviewed through their docket numbers before the Philadelphia Courts.

## Q. PLEASE EXPLAIN HOW THE PHILADELPHIA COURT DOCKE'S'S WERE REVIEWED AND HOW DATA WAS COLLECTED.

A. For each docket number, a docket sheet is available from the Philadelphia Courts which provides the filing/lien data, the amount subject to the lien known as the disposition amount, the status of the lien, and the dates of actions related to the lien which include whether the lien was satistied or vacated. To identify the universe of the perfected/docketed liens, PGW searched the Civil Court's Dockets for the SBG entities on listed on Exhibit BLC-1 and those docket searches were compared to the hearing exhibits from the 2012 PUC complaints where they were available.

## Q. UNDER WHOSE NAMES ARE THE LIENS DOCKETED?

A. The liens are perfceted/docketed under the eight property owners, all of which SBG is the entity in care of for purposes of PGW's billing and are each named on the complaint

## Q. WHAT WAS DONE NEXT?

A. Based on the searches, the data was compiled in excel worksheets identified by property owner with each Court Docket listed and the relevant information collected displayed including date, amount, status, status details, and the billing periods between the lien date and the final disposition.

## Q. REFER TO EXHIBIT BLC-5. WHAT IS THAT DOCUMENT?

A. It is the excel sheets prepared by PGW identifying the various liens associated with each SBG entity listed on Exhibit BLC-1. It includes all liens identifiable through October 4, 2022. The exhibit also includes two summary sheets.

## Q. WAS THE PREPARED BY YOU OR AT YOUR DIRECTION?

A. Yes.
Q. THE UNDERLYING DATA WAS COLLECTED IN THE MANNER DISCUSSED ABOVE?
A. It was.
Q. IS THERE ANYTHING SPECIAL ABOUT THE LIENS?
A. In total, PGW have identified 439 liens against the various properties. Of the total, 297 of the liens subject to the complaints were satisfied, 128 of the liens were vacated, 7 of the liens identified are for closed-accounts, and 5 liens are unknown, and 2 are labeled as N/A.

## Q. WHAT DOES IT MEAN IF A LIEN IS MARKED AS SATISFIED?

A. For a lien that is marked as satisfied, that means that the Complainant paid off the original judgment amount or in an amount agreed upon with PGW. Based on these satisfied judgments, PGW then calculated the hypothetical application of the interest to the lien amounts during the period with which they were active.

## Q. PLEASE EXPLAIN THAT CALCULATION.

A. We determined the number of monthly billing periods (column I) by calculating the number of days between the filing date (column D ) and the lien status date (column G ) and then dividing that number by 30 . PGW used 30 since that is the average number of days in a calendar month.

To calculate the late payment charge (column J), PGW first multiplied the amount (column E) by the number of billing periods (column I). PGW then multiplied that number by $1.5 \%(0.015)$ interest per month. PGW used $1.5 \%$ per month or $18 \%$ per
annum, since PGW's Commission-approved tariff sets the late payment charge at $1.5 \%$ per month.

To be clear, PGW used a simple interest calculation. Simple interest is based on the principal amount of unpaid bill or perfected/docketed lien (judgment). In contrast, compound interest would apply the interest rate to the principal amount and the interest that accumulates on it in every period. The use of simple interest is consistent with PGW's late payment charge practices: Before assessing late payment charges, PGW removes outstanding late payment fees from the unpaid gas service balance, and therefore does not impose late fees on late fees. During the entire time at issue PGW calculated the LPCs by applying them only to the amount of the nutstanding arrearage - not to the arrearage and the prior LPCs. an approach that continues today.

To calculate the post-judgment interest (column K), PGW first multiplied the amount (column E) by the number of billing periods (column I). PGW then multiplied that number by $0.5 \%(0.005)$ interest per month. PGW used $0.5 \%$ per month or $6 \%$ per annum, since the Pennsylvania Supreme Court said that only the statutory post-judgment rate of $6 \%$ per annum could apply to perfected/docketed liens (judgments).

We calculated the difference (column L) between the late payment charge (column J) and the post-judgment interest (column K) by subtracting the post-judgment interest from the late payment charge.

The sums for the late payment charge (column J), the post-judgment interest (column K), and the difference (column L ) are shown in a row after the last lien.

The next row shows the late payment charge, the post-judgment interest, and the difference, as shown on the SBG Hearing Exhibits from the 2012 PUC Complaints, if available.

## Q. WHAT DOES IT MEAN IF A LIEN WAS VACATED?

A. I am informed by counsel that when a lien or judgment is vacated, the effect is to nullify or cancel, make void, or invalidate the judgment, and the rights of the parties are left as though no judgment had ever been entered. Simply, it is as if the judgment never existed. Vacated liens are not paid by the customer. Vacated liens are withdrawn or negated for reasons other than payment, such as discussions between PGW and the customer, to rectify mistakes or administrative errors, or for other reasons. The arrearage on a vacated lien is not the subject of a perfected lien/judgment and, therefore, PGW's Tariffed LPCs continue to apply.

## Q. PLEASE EXPLAIN ANY CALCULATIONS MADE FOR VACATED LIENS IN THE EXHIBIT.

A. For each lien that was that vacated, PGW did not calculate the number of billing periods (column H). This results in zeros for late payment charge (column I), the post-judgment interest (column J), and the difference (column K).

## Q. WHAT DOES IT MEAN IF A LIEN WAS LABELED AS A CLOSED ACCOUNT?

A. When a lien was labeled as a closed account, that means that the liens associated with an account that has since been closed, and PGW removed the debt associated with the perfected/docketed liens (judgments) from the regulated-monthly bill. PGW also
removed the late payments charges, if any, that were imposed on the perfected/docketed liens (judgments).

## Q. PLEASE EXPLAIN ANY CALCULATIONS MADE FOR CLOSED ACCOINTS?

A. For each lien with status closed account, PGW did not calculate the number of billing periods (column H). This results in zeros for late payment charge (column I), the postjudgment interest (column J), and the difference (column K).

## Q. WHAT DOES IT MEAN IF A LIEN WAS LABELED AS "UNKNOWN?"

A. The liens marked as "unknown" were shown on SBG's hearing exhibits from the 2012 PUC complaints. But, PGW was unable to locate any information related to these (alleged) liens in the Court Dockets or in PGW's systems. So, PGW does not know the actual status of the (alleged) lien. Therefore, PGW did not calculate the number of billing periods (column H). This results in zeros for late payment charge (column I). the postjudgment interest (column J ), and the difference (column K ).
Q. WHAT DOES IT MEAN IF A LIEN WAS LABELED AS "N/A"?
A. I understand that the two liens marked with not applicable (N/A) were identified in the prior complainants' exhibits but are beyond the applicable statute of limitation period. The 2012 PUC Complaints by Colonial Garden, Simon Garden, Elrea Garden, Fairmount Manor and Marshall Square were filed on May 11, 2012 so, I am informed by counsel that claims which predate May 11,2009 are beyond the Commission's statute of limitations, 66 Pa.C.S. § 3314(a) (threc ycars). The 2012 PUC complaints by Marchwood, Oak Lane and Fern Rock were filed on June 6, 2012 so I have been informed by counsel that claims which predate Junc 6,2009 are beyond the Commission's statute of limitations, 66 Pa.C.S. § 3314(a) (three years). The 2015 PUC Complaints were filed on June 9, 2015, so I have been informed that claims which
predate June 9, 2012 are beyond the Commission's statute of limitations, 66 Pa.C.S. § 3314(a) (three years). Only two liens previously identified by the Complainants, one for Fairmount Manor and one for Elrae Garden are not covered under the Commission's statute of limitations. I do not see where relief was granted on these "N/A" liens in the decisions in the 2012 PUC Complaint proceedings, so it did not seem reasonable to include them in the calculations in Exhibit BLC-4.

## Q. WHAT ELSE IS CONTAINED IN EXHIBIT BLC-5?

A. BLC-5 contains two summary worksheets. The first at page 1, "Summary-Liens," contains a total of counts, status, and other general information for the Liens. These are also identified by for date comparisons due to the Commonwealth Court's holding on the limited retroactivity of the recent Supreme Court decision.

## Q. PLEASE SUMMARIZE THE SECOND SHEET, "SUMMARY - LIEN AMOUNTS?"

A. The second at page 4, "Summary - Lien Amounts," contains a compilation of the total, hypothetical application of interest to the Lien Amounts. It is important to note that it is unclear whether or not the complainants actually paid any interest on the lien amounts, as PGW's system only tracks the lien amount and if that amount was paid. The system does not track if the customer paid the lien amount and post-judgment interest.

Regardless, PGW calculated the hypothetical maximum potential refund/credit by SBG Entity assuming that, in fact, the Complainants paid the full amount of the interest. ${ }^{12}$ Page 4 of BLC- 5 presents the information in two ways. As more thoroughly discussed in

PGW's Partial Motion to Dismiss, as Counsel has informed me, the Commonwealth Court's ruling in $P G W$ III applied the Supreme Court's ruling in $P G W$ II in a limited fashion - that is, retroactivity applied only to those entities that appealed to the Supreme Court (Colonial Gardens and Simon Garden) as well as any pending proceedings at the time $P G \bar{W} I \bar{I}$ was decided. Therefore, the exhibit provides a break down of "Fuli Retroactivity of PGW II" and "Limited Retroactivity of PGW II." It is PGW's position that, consistent with the Commonwealth Court's Order in PGW III, only "limited retroactivity" applies, and therefore only the hypothetical application of interest applies to Colonial Garden and Simon Garden for all liens at issue, and also only to the "proceedings pending" or "additional liens" of Colonial Garden, Fern Rock, and Oak Lane.
Q. BASED ON YOUR REVIEW OF THE PERFECTED LIEN ISSUES RAISED BY THE COMPI AINANTS AND PRESENTED ABOVE, WHAT IS THE HYPOTHETICAL MAXIMUM POTENTIAL REFUND OR CREDIT OWED TO THE COMPLAINANTS WHEN RECALCULATING THE INTEREST RATE CHARGED ON THE JUDGEMENTS AGAINST PROPERTY?
A. First, I would note that I have been advised by Counsel that any monetary damages and awards regarding any difference owed from interest rates charged on judgements against the Complainants' properties (perfected liens) is nut within the Commission's jurisdiction as the Commission cannot award damages. Further, the Commission cannot grant relicf on judgments against a property (perfected lien) as such relief falls squarely under the Pennsyivania Mínnicipal Claim and Tax Lien Law under the purview of the Courts of Common Pleas. Second, I have also been advised by Counsel that the Commonwealth Court in its remand order foreclosed certain of the Complainants' lien related relief due to the limited retroactivity ruling on the Supreme Court's holding as more fully discussed in PGW's Partial Motion to Dismiss. Lastly, I would also note that the Complainants are

11 V CONCLUSION million as of October 2022.
actively pursuing the monetary damages owed regarding the interest rate charged on perfected liens before the Philadelphia Court of Common Pleas.

Notwithstanding, the hypothetical maximum potential refund or credit due to the Complainants regarding the difference of interest rate charged on the judgements against all of the Complainants' properties is shown in BLC-5 page 4 "Summary of Lien Amounts" which provides a total for "limited retroactivity" to be $\$ 266,082.07$, or in the alternative with "full retroactivity" to be $\$ 492,737.43$. I would also note that the current total amount owed to PGW by the Complainants for unpaid gas service is over $\$ 1.4$

## Q. DOES THAT COMPLETE YOUR TESTIMONY?

A. Yes. However, I reserve the right to offer further testimony. Thank you.

## VERIFICATION

I, Bernard Cummings, hereby state that I am the Vice President, Customer Service and Collection of Philadelphia Gas Works. I hereby verify that the facts set forth in my Remand Direct Testimony, PGW Remand St. No. I, are true and correct to the best of my knowledge, information and belief. I understand that the statements herein are made subject to the penalties of 18 Pa . C.S. § 4904 (relating to unsworn falsification to authorities).

October 31, 2022
Dated


## Exhibit BLC-1

Buthgruanid


## Exhibit BLC-2



## Exhibit BLC-3

Master Account Balance as of October 31, 2022

| SBG Entity | Service Address | Account Number | Balance |
| :---: | :---: | :---: | :---: |
| Colonial Garden Realty Co, LP | 5425-7 WAYNE AVE Apt M1 PHIL, PA 19144 | 6128000245 | \$0.00 |
| Codenial Gardenfeity Co..tP | 5425-7 WAYNE AVE Apt M1 PHIL, PA 19144 | 102885772 | \$0.00 |
| Elrae Garden Realty Co., LP | 3608 SPRING GARDEN ST Apt M1 PHIL, PA 191042361 | 227745786 | \$0.00 |
| Elrae Garden Realty Co., LP | 3610 SPRING GARDEN ST Apt M1 PHIL, PA 191042391 | 608367105 | \$179.54 |
| Fairmount Manor Realty Co., LP | 606 MARSHALL 5T Apt BLDG A PHIL, PA 191233500 | 736586029 | \$18.688.69 |
| Fairmount Manor Realty Co., LP | 615 N 7TH ST Apt BLDG G PHIL, PA 191233455 | 25088422 | \$18,849.91 |
| Fairmount Manor Realty Co., LP | 620 N MARSHALL ST Apt BLDG B PHIL, PA 191233445 | 664719425 | \$20,377.68 |
| Fairmount Manor Realty CO., LP | 625 N 7TH ST Apt BLDG F PHIL, PA 191233456 | 612167092 | \$18,593.10 |
| Fairmount Manor Realty Co., LP | 627 N MARSHALL ST Apt BLDG J PHIL, PA 191232805 | 333870431 | \$27,309.19 |
| Fairmount Manor Realty Co., LP | 628 N MARSHALL ST Apt BLDG C PHIL, PA 191233446 | 75710850 | \$27,014.47 |
| Fairmount Manor Realty CO., LP | 634 N MARSHALL ST Apt BLOG H PHIL, PA 191233411 | 89533358 | \$19,071.80 |
| Fairmount Manor Realty Co., LP | 634 N MARSHALL ST Apt H2 PHIL, PA 191233411 | 736586029 | \$18,688.69 |
| Fairmount Manor Realty Co., LP | 639 N 7TH ST Apt BLDG E PHIL, PA 191233400 | 973122001 | \$19,956.48 |
| Fairmount Manor Realty Co., LP | 640 N MARSHALL ST Apt BLDG D PHIL, PA 191232710 | 355139832 | \$31,320.37 |
| Fairmaunt Manor Realty Co., LP | 641 N MARSHALL ST Apt BLDG I PHIL, PA 191232709 | 677180766 | \$28,593.36 |
| Fairmount Manor Realty CO., LP | 641 N MARSHALI ST Apt I2 PHIL, PA 191232709 | 736586029 | \$18,688.69 |
| Fairmount Manor Realty CO., LP | 704 N MARSHALL ST PHIL, PA 191232710 | 156030558 | \$9,721.35 |
| Fern Rock Realty Co. IP | 920-932 W GODFREY AVE Apt AWH PHIL, PA 191410000 | 719354604 | \$295,447.53 |
| Fern Rock Realty Co., LP | 920-932 W GODFREY AVE Apt HH PHIL, PA 191413805 | 253720512 | \$308,184.13 |
| Fern Rock Realty Co., LP | 934-938 W GODFREY AVE Ápl AWH PHIL, PA 191410000 | 719354604 | \$295,447.53 |
| Fern Rock Realty Co., LP | 934-938 W GODFREY AVE Apt HH PHIL, PA 191410000 | 23444792 | \$55,707.17 |
| Marchwood Realty Co., LP | 5515 WISSAHICKON AVE Apt PRL A PHIL, PA 19144 | 5128000237 | \$40,160.23 |
| Marshall Square Realty Co LP | 844 N 6TH ST Apt 46 PHIL, PA 191232125 | 373007503 | \$35,395.90 |
| Mmantin Stwatw omatw Ce., tp | 845 N 7TH ST PHIL, P^ 191232008 | 323900622 | \$37,209.19 |
| Oak Lane Court Realty Co., LP | 1623 W CHELTEN AVE Apl A PHIL, PA 191263519 | 101551535 | \$10,822,92 |
| Oak Lane Court Reatty CO., LP | 1623 W CHELTEN AVE Apt B PHIL, PA 191263519 | 981038702 | \$28,707.04 |
| Simon Garden Realty Co., LP | 6731 MUSGRAVE ST Apt A PHIL. PA 191192168 | 539547187 | \$39,94972 |
|  | TOTAL BALANCE OWED TO PGW AS OF OCTOBER 2022 |  | \$1,405,216.51 |



| Total Payments made on account Feb. 6, 2018 - Jan. 7, 2020 | Cumulative Late Payment Charge as of Jan. 7, 2020 | Cumulative Unpaid Bill as of Jan. 7, 2020 |
| :---: | :---: | :---: |
| 0 |  | 51 |

[^10]

| Total Payments made on account Feb. 6, 2018-Jan. 7, 2020 | Cumulative Late Payment Charge as of Jan. 7, 2020 | Cumulative Unpaid Bill as of Jan. 7, 2020 |
| :---: | :---: | :---: |
| $\square 0$ | \$0.00 | \$1,196.19 |

Summary of Appllcotlon of Poyments to Account
Payment Uate Amount pald Late Payment Charge Prior Late Payment Charge after Unpaid Bill Prior Unipaid Bill After
No Partial Payments applicaplé before PGW's January 24, 2020 system change.


| Service Address | Account Number | SA Number | Metar | Rate/Class |
| :---: | :---: | :---: | :---: | :---: |
| 3610 SPGING GARDEN 5 T Apt M2 PHIL, PA 191042391 | 608367105 | 3022438905 |  |  |


| Total Payments made on account May 3, 2012-Sept. 21, 2015 | Cumulative Late Payment Charge as of Sept. 21, 2015 | Cumulative Unpald Bill as of Sept. 21, 2015 |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 2 | \$0.00 | (\$218.28) |  |  |  |
|  |  | Summary of Application of | Payments to Account |  |  |
| Payment Date | Amount paid | Late Payment Charge Prior | Late Payment Charge after | Unpaild Bill Prior | Unpaid Brif After |
| 8/21/2013 | S 261.38 | 1,212.B4 | \$ 951.46 | \$ | 5 . |
| 9/21/2015 | 1,169.74 | 951.46 | 5 | $\$$. | (218.28) |





| Summary of Appilcatlon of Payments to Account |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Pument Dite: | Anbuint piaid: |  | Late Payment Charee Pitor |  | Lite Payment chatige afty |  | Unpate Bull Pfor |  | Unipald |  |
| 8/21/2013 | \$ | 2,134.45 |  |  | \$ | 38033 | \$ | 3,432 35 | \$ | 1,731,60 |
| 1/12/2018 | \$ | 55000 | \$ | 5,172 09 | \$ | 5,086.99 | \$ | 10,30199 | \$ | 9,837 09 |



| Service Address |  |  |  |  | Account Number | 5 A Number | Meter | Rate/Class |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 634 N MARSIIALL ST Apt Ha Pril. PA 191233411 |  |  |  |  | 736586029 | 1481609259 |  |  |
| Total Payments made <br> on account May 3, N/A see above (ALL N/A see above (All M6029 <br> 2012 Jan. 7,2020 \#6079 ACCTS) ACCTS) |  |  |  |  |  |  |  |  |
| Summary of Application of Payments to Account |  |  |  |  |  |  |  |  |
| Pavment Oate | Amount paid | Late Payment Cobree Prior | late Pavment Charge after | Unpaid Bill Petor | Unpaid Bill After |  |  |  |
| 8/21/2013 | \$ 8.19 | § 17.99 | 5 | S | \$ |  |  |  |
| Service Address |  |  |  |  | Account Number | SANumber | Meter | Rate/Class |
| 534 N MAANSHALI ST Apl | LHB PTili, PA 191233s |  |  |  | 735585029 | 6236505476 |  |  |
| Total Paỳments madeon account May 3,N/A see above (ALL2012 - Jan. 7,2020 $\quad$ N/A see above (ALL \#6029 |  |  |  |  |  |  |  |  |
| Summary of Application of Payments to Account |  |  |  |  |  |  |  |  |
| Faveruibuter | Amount pald <br> \$ . . . . . | Late Pa, ment Charge Prat 5 | late Paymant Charge after s | Unpated bill Prior $\$$ | Unpald Bill After 5 $\qquad$ $=$ |  |  |  |
| Service Address |  |  |  |  | Account Number | SANumber | Meter | Rate/Class |
| 634 N MARSHALI SI Ap | tH12 PHil, PA 191233 | 3411 |  |  | 736586029 | 5513685947 |  |  |
| Totàl Payments made <br> on account May 3, N/A see above (ALL N/A see above (All *6029 2012-Jan. 7,2020 $\quad$ AC029 ACCTS) |  |  |  |  |  |  |  |  |
| Summary of Apptication of Payments to Accounk |  |  |  |  |  |  |  |  |
| Payment Date | Amount pald | Late Payment Charge Prior | Late Payment Charge after | Unpaid Bill frior | Unpsid Eill After |  |  |  |
| 8/21/2013 | \$ 10.41 | \$ 19.77 | \$ 9.36 | \$ | 5 . |  |  |  |

$$
\begin{aligned}
& \text { Partial Payments: } \\
& \text { Summary of Recalculated Amounts }
\end{aligned}
$$



| Total Payments made on account May 3, 2012 - Jan. 7, 2020 | Cumulative Late Payment Charge as of Jan. 7, 2020 | Cumulative Unpaid Bill as of Jan. 7, 2020 |
| :---: | :---: | :---: |
| 3 | \$8,680 27 | \$14,992 55 |


| Summary of Application of Payments to Account |  |  |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Payment Date | Amount paid |  | Late Papment Charge Prior |  | Late Payment Charge after |  | Unpaid Bill Prior |  | Unpald BIII After |  |  |  |  |
| 8/21/2013 | \$ | 3,906 26 | \$ | 1,995 47 | \$ | 54735 | \$ | 5,640 31 | \$ | 3,182 17 |  |  |  |
| 7/30/2014 | \$ | 3,825 15 | \$ | 822.47 | \$ | 81876 | \$ | 4,675.30 | S | 85386 |  |  |  |
| 1/12/2018 | \$ | 550.00 | \$ | 3,936 30 | \$ | 3,851.31 | \$ | 10,456 99 | \$ | 9,991.98 |  |  |  |
| Service Address |  |  |  |  |  |  |  |  | Acc | Number | SA Number | Meter | Rate/Class |
| 641 N MARSHALL ST Apt | BL | II, PA 1912 | 327 |  |  |  |  |  | 677 |  | 7054389359 | 1780400 | GS |


|  | Cumulative Late |  |
| :---: | :---: | :---: |
| Total Payments made on account May 3, | Payment Charge as of Jan. 7, 2020 <br> (Building 1 Account5) | Cumulative Unpaid Bill as of Jan. 7, 2020 (Building I |
| 2012 - Jan. 7, 2020 | (Building 1 Account5) | Accounts) |
| 1 | \$8,141 62 | \$13,757.39 |


| Summary of Application of Payments to Account |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Payment Date | Amount pald |  | Late Payment Charge Prior |  | Late Payment Charge after |  | Unpald Bill Prior |  | Unpaid Bill After |  |
| 8/21/2013 | \$ | 3,062.55 | \$ | 1,905 02 | \$ | 54339 | \$ | 4,604 81 | \$ | 2,903.89 |
| 7/30/2014 | \$ | 2,75641 | \$ | 727.31 | \$ | 17054 | \$ | 3,553 22 | \$ | 1,353 58 |
| 1/12/2018 | \$ | 530,00 | \$ | 3,906.88 | \$ | 3,85676 | \$ | 10,500,63 | \$ | 10,020 75 |





| Service Address | Account Number | S A Number | Meter | Rate/Class |
| :---: | :---: | :---: | :---: | :---: |
| 920-932 W GODFREY AVE Apt HH PHIL, PA 191413805 | 253720512 | 9935030987 | 1989388 | G5 |


| Total Payments made | Cumulative Late |  |
| :--- | :--- | :--- |
| on account May 3, | Payment Charge as | Cumulative Unpald BIII as of |
| 2012- Jan. 8, 2020 | of Jan. 8, 2020 | Jan. 8, 2020 |


| Summary of Application of Payments to Account |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Payment Date | Amount paid |  | Late Payment Charge Prior |  | Late Payment Charge after |  | Unpaid Bill Prior |  | Unpaid Bill After |  |
| 7/16/2008 | \$ | 1,003.83 | \$ | 444.96 | \$ | 364.80 | \$ | 5,444.24 | \$ | 4,520 57 |
| 7/28/2008 | \$ | 19.26 | S | 364.80 | \$ | 364.80 | \$ | 4,520.57 | \$ | 4,501.31 |
| 8/18/2008 | \$ | 800.00 | \$ | 432.31 | \$ | 432.31 | \$ | 4,520.57 | \$ | 3,720.57 |
| 9/11/2008 | \$ | 1,883.71 | \$ | 488.11 | \$ | 488.11 | \$ | 3,739.83 | \$ | 1,856.12 |
| 10/16/2008 | \$ | 19.26 | \$ | 515.95 | \$ | 515.95 | \$ | 1,875.38 | \$ | 1,856.12 |
| 11/20/2008 | \$ | 19.26 | \$ | 543.79 | \$ | 543.76 | \$ | 2,415.84 | \$ | 2,396.58 |
| 12/10/2008 | \$ | 2,992.74 | \$ | 579.73 | \$ | $=$ | \$ | 5,868.83 | \$ | 3,455.82 |
| 1/27/2009 | S | 6,651.03 | \$ | 51.83 | \$ | * | \$ | 10,374.57 | \$ | 3,775.37 |
| 3/18/2009 | \$ | 6,638.35 | \$ | 156.20 | \$ | 156.20 | \$ | 15,948.52 | \$ | 9,310,17 |
| 4/22/2009 | \$ | 5,534.80 | \$ | 295.85 | \$ | 139.65 | \$ | 13,855.92 | \$ | 8,477.32 |
| 7/20/2009 | \$ | 1,371.08 | S | 562.53 | \$ | 56253 | \$ | 9,886.92 | \$ | 8,515.84 |
| 10/27/2009 | S | 19.26 | S | 946.59 | \$ | 946.59 | \$ | 8,573.62 | \$ | 8,554.36 |
| 11/18/2009 | \$ | 19.26 | S | 1,074.90 | \$ | 1,074.90 | \$ | 8,581.13 | \$ | 8,561.87 |
| 1/22/2010 | S | 26.77 | \$ | 1,359.43 | \$ | 1,359,43 | \$ | 14,751.51 | \$ | 14,724.74 |
| 3/22/2010 | S | 1,846 09 | \$ | 1,875.51 | \$ | 1,875.51 | \$ | 24,662.29 | \$ | 22,816.20 |
| 9/27/2010 | S | 38.88 | \$ | 4,227.96 | \$ | 4,227.96 | \$ | 26,898.04 | \$ | 26,859.16 |
| 12/17/2010 | S | 725.03 | S | 3,428.34 | \$ | 3,288.69 | \$ | 30,001.85 | \$ | 29,416.47 |
| 1/13-1/18/2011 | S | 3,605.44 | 5 | 3,729.93 | \$ | 3,729.93 | \$ | 33,588.99 | \$ | 29,983.55 |
| 6/17/2011 | \$ | 3,118.68 | \$ | 6,495.98 | \$ | 5,790.58 | \$ | 41,985.29 | \$ | 39,572.01 |
| 8/17/2011 | S | 1,347.42 | \$ | 6,978.03 | \$ | 6,619.76 | \$ | 39,610.89 | \$ | 38,621.74 |
| 10/28/2011 | S | 19.44 | \$ | 7,778.69 | \$ | 7,778.69 | \$ | 38,660.62 | \$ | 38,641.18 |
| 11/23/2011 | \$ | 38.88 | \$ | 8,358.30 | \$ | 8,358.30 | \$ | 38,712.34 | \$ | 38,673.46 |
| 8/21/2013 | \$ | 15,585.79 | \$ | 25,584.00 | \$ | 24,911.81 | \$ | 68,237.33 | \$ | 53,323.73 |
| 9/10/2014 | \$ | 4,186.77 | \$ | 2,981.25 | \$ | 2,088.68 | \$ | 17,259.92 | \$ | 13,965.72 |
| 1/11/2018 | \$ | 500.00 | \$ | 28,563.07 | \$ | 28,092.85 | \$ | 69,609.40 | \$ | 69,479.62 |
| 5/10/2019 | \$ | 2,811.95 | \$ | 48,311 32 | \$ | 48,311.32 | \$ | 99,182.76 | \$ | 96,370.81 |
| 715-7/18/2019 | \$ | 173.00 | \$ | 51,204 62 | \$ | 51,204.62 | \$ | 96,543.81 | \$ | 96,370.81 |


| Service Address | Account Number | SANumber | Meter | Rate/Class |
| :---: | :---: | :---: | :---: | :---: |
| 934-938 W GODFRET AVE Apt AWH PHil PA 191410000 | 719354604 | 5109692157 | 2035335 | GS |

Total Payments made Cumulathe Late
on eiecount May 3, Payment Charge at Gumulatheóvniald rill ie of $2012 \cdot \operatorname{Jan}, 8,2020$ of $\operatorname{lon} 8,2020$ Jan, 8,2020

| Summary of Application of Payments to Account |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Paymant Date | Am |  |  | ge Prior | lato | ge after | Unp | Bail Prior | Unp | Bill After |
| 7/16-7/28/2008 | 5 | 1,467.97 | 5 | 69.58 | \$ | 21.95 | 5 | 1,956.18 | \$ | 535.84 |
| 8/12/2008 | 5 | 1,076.93 | \$ | 29.98 | 5 | - | \$ | 1,056.01 | \$ | 9.06 |
| 9/11/2008 | S | 413.82 | \$ | 0.13 | \$ | - | \$ | 434.35 | \$ | 20.66 |
| 10/16/2008 | 3 | 440.23 | \$ | 0.90 | \$ | - | 3 | 670.74 | \% | 230.70 |
| 11/20/2008 | S | 670.01 | \$ | 3.45 | \$ | - | \$ | 849.89 | \$ | 177.34 |
| 12/10/2008 | 3 | 798.75 | 3 | 2.06 | \$ | - | \$ | 86306 | \$ | 66.97 |
| 1/77/2009 | 3 | 1,028 03 | \$ | 1.00 | \$ | - | \$ | 1,02612 | \$ | (091) |
| 1/10/2009 | 3 | 91784 | 5 | 1375 | \$ | 1284 | \$ | 1,979 55 | \$ | 1,062 62 |
| 4/22/2003 | 3 | 1,060.77 | 5 | 2877 | \$ | 15.93 | \$ | 1.771 .26 | \$ | 723.33 |
| 7/20/2009 | \$ | 59872 | \$ | 73.81 | \$ | 57.88 | \$ | 2,205.87 | \$ | 1,623 08 |
| 10/27/2009 | \$ | 286.04 | \$ | 149.33 | \$ | 138.49 | \$ | 2,885.06 | \$ | 2,609.86 |
| 11/18/2003 | 5 | 37408 | \$ | 177.63 | 5 | 177.63 | \$ | 3,127.50 | \$ | 2,753.42 |
| 1/22/2010 | \$ | 428.48 | \$ | 269.53 | \$ | 249.84 | \$ | 4,080.13 | 5 | 3,671,34 |
| 3/22/2010 | \$ | 544.56 | 5 | 370.25 | 5 | 342.90 | \$ | 4,485,93 | § | 4,366./4 |
| 9/27/2010 | \$ | 368.79 | \$ | 857.49 | \$ | 833.15 | \$ | 7,128.65 | 5 | 6,784.20 |
| 12/17/2010 | \$ | 579.83 | \$ | 1,157.67 | \$ | 1,090.56 | \$ | 8,252.82 | 5 | 7,740.10 |
| 1/3/2011 | \$ | 701.62 | \$ | 1,206.66 | \$ | 1,167,52 | \$ | 7,740.10 | 3 | 7,077.62 |
| -1/7/2011 | \$ | 1,094,46 | \$ | -1,167.52 | \$ | 1,075.62 | \$ | 7,661.96 | 5 | -6,659.40. |
| 6/17/2011 | \$ | 655.78 | \$ | 1,673.59 | \$ | 1,649.73 | \$ | 9,832.50 | \$ | 9,200.58 |
| 8/17/2011 | 5 | 577.68 | \$ | 1,932.87 | \$ | 1,901.66 | \$ | 10,016.26 | 5 | 9,469.79 |
| 10/28/2011 | \$ | 500.47 | \$ | 2,192.33 | \$ | 2,126.99 | \$ | 10,463.21 | S | 10,028.08 |
| 11/23/2011 | \$ | 767.00 | \$ | 2,277.41 | \$ | 2,211.91 | \$ | 10,753.56 | S | 10,052.06 |
| 8/31/2013 | \$ | 4,293.98 | \$ | 6,757,01 | \$ | 5,983.40 | \$ | 22,475.66 | \$ | 18,955.29 |
| 9/10/2014 | \$ | 2,974.48 | \$ | 1,203.40 | \$ | 228.27 | 5 | 4,189.99 | 5 | 2,190.64 |
| 1/11/2018 | \$ | 179.52 | \$ | 6,863.59 | \$ | 6,863.59 | \$ | 19,974.44 | \$ | 19,794.92 |
| 5/10/2019 | \$ | 644.63 | 5 | 17.197.98 | \$ | 12,320.07 | \$ | 26,835,95 | \% | 26.264.18 |
| 7/18/2019 | \$ | 1,027.19 | 5 | 13,118 58 | \$ | 13,020.88 | \$ | 27,484 42 | \$ | 26,554.93 |


| Service Address |  |  |  |  | Account Number | SA Number | Meter | Rate/Class |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 934-938 W GODFREY AVE Apt HH PHIL, PA 191410000 |  |  |  |  | 23444792 | 6679618097 | 1989360 | GS |
| Total Payments made on account May 3, 2012 - Jan. 8, 2020 | Cumulative Late Payment Charge as of Jan. 8, 2020 | Cumulative Unpald Bill as of Jan. 8, 2020 |  |  |  |  |  |  |
| 33. | \$2,990.74 | \$46,264.32 |  |  |  |  |  |  |
| Summary of Application of Payments to Account |  |  |  |  |  |  |  |  |
| Payment Date | Amount paid | Late Payment Charge Prior | Late Payment Charge after | Unpaid Bill Prior | Unpaid 8ill After |  |  |  |
| 7/16/2008 | \$ 19.26 | \$ 8.17 | \$ 817 | \$ 155.98 | \$ 136.72 |  |  |  |
| 7/28/2008 | \$ 19.26 | \$ 8.17 | \$ 789 | \$ 136.72 | \$ 117.74 |  |  |  |
| 8/18/2008 | \$ 10109 | \$ 9.65 | \$ 381 | \$ 137.00 | \$ 41.75 |  |  |  |
| 9/11/2008 | \$ 19.26 | \$ 443 | \$ 238 | \$ 61.01 | \$ 43.80 |  |  |  |
| 10/16/2008 | \$ 19.26 | \$ 3.03 | \$ 127 | \$ 63.06 | \$ 45.56 |  |  |  |
| 11/20/2008 | \$ 19.26 | \$ 1.95 | \$ 133 | \$ 64.82 | \$ 46.18 |  |  |  |
| 12/10/2008 | \$ 67.01 | \$ 202 | \$ | \$ 65.44 | \$ 0.45 |  |  |  |
| 1/27/2009 | \$ 19.98 | \$ | \$ | \$ 19.71 | \$ (0.27) |  |  |  |
| 3/18/2009 | \$ 21.23 | \$ 0.31 | \$ 0.04 | \$ 40.22 | \$ 19.26 |  |  |  |
| 4/22/2009 | \$ 19.26 | \$ 0.32 | \$ 0.28 | \$ 777.61 | \$ 758.39 |  |  |  |
| 7/20/2009 | \$ 586,61 | 5 5 52.28 | \$ 52.00 | \$ 1,383.52 | \$ 797.19 |  |  |  |
| 10/27/2009 | \$ 19.26 | \$ 88.72 | \$ 88.72 | \$ 854.97 | \$ 835.71 |  |  |  |
| 11/18/2009 | \$ 19.26 | \$ 101.25 | \$ 101.25 | \$ 1,078.03 | \$ 1,058.77 |  |  |  |
| 1/22/2010 | \$ 242.32 | S 146.27 | \$ 134.90 | S 3,513.25 | \$ 3,282.30 |  |  |  |
| 3/22/2010 | S $\quad 884.42$ | 5 262.24 | \$ 172,36 | \$ 7,393.17 | \$ 6,598.63 |  |  |  |
| 9/27/2010 | S 38.88 | 5 887.01 | \$ 881.41 | \$ 8,280.05 | \$ 8,246.77 |  |  |  |
| 12/17/2010 | \$ 287.39 | 5 1,255.49 | \$ 1,245,21 | \$ 9,755.78 | \$ 9,478.67 |  |  |  |
| 1/13-1/18/2011 | \$ 1,517.37 | 5 1,387.39 | \$ 1,358.25 | \$ 11,416.62 | \$ 9,928.39 |  |  | - |
| 6/17/2011 | \$ 1,636.08 | \$ 2,368.05 | \$ 2,318.82 | \$ 16,258.47 | \$ 14,671.62 |  |  |  |
| 8/17/2011 | \$ 828.06 | \$ 2,759.25 | \$ 2,759.25 | \$ 14,710.50 | \$ 13,882.44 |  |  |  |
| 10/28/2011 | \$ 19.44 | \$ 3,176.00 | \$ 3,176.00 | \$ 13,921.32 | \$ 13,901.88 |  |  |  |
| 11/23/2011 | \$ $\quad 38.88$ | \$ 3,384.52 | \$ 3,384.52 | \$ 13,954.70 | \$ 13,915.82 |  |  |  |
| 8/21/2013 | \$ 9,987.32 | \$ 10,851.59 | \$ 9,393.65 | \$ 32,317.98 | \$ 23,788.60 |  |  |  |
| 9/10/2014 | \$ 2,893.52 | \$ 1,616.87 | \$ 835.77 | \$ 8,974.48 | \$ 6,862.06 |  |  |  |
| 1/11/2018 | \$ 500.00 | \$ 2,309.70 | \$ 2,309.70 | \$ 34,152.02 | \$ 33,652.02 |  |  |  |
| 4/22/2019 | S 794.71 | S 2,309.70 | \$ 2,309.70 | \$ 45,397.34 | \$ 44,602.63 |  |  |  |
| 7/12-7/18/2019 | S 54.34 | \$ 2,309.70 | \$ 2,309.70 | \$ 44,685.73 | \$ 44,631.39 |  |  |  |


| Partial Payments: Summary of Recalculated Amounts |  |  |  |  |  |  |  | PGW Exhibit blc-3 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Customer Name |  |  |  |  | From Date | To Date |  |  |
| Marchwood Realty Co., LP c/o SBG Management |  |  |  |  | 6/8/2009 | 1/8/2020 |  |  |
|  | Total Payments |  |  |  |  |  |  |  |
| Total Number Acconuts, Marchwood Realty Co., LP c/o SBG Management | made on all | Total Cumulative Late | Total Cumulative Unpaid Bill |  |  |  |  |  |
|  | accounts June 8, | Payment Charges owed All | owed All Accounts as of Jan. |  |  |  |  |  |
|  | 2008 - Jan. 8, 2020 | Accounts as of Jan. 8, 2020 | B, 2020 |  |  |  |  |  |
|  | 270 | \$ 9,49850 | \$ 17,318,95 |  |  |  |  |  |
| Senvice Address |  |  |  |  |  |  |  |  |
|  |  |  |  |  | Accuunt Nurder | SANumber | Meter | Rote/ciass |
|  |  |  |  |  | 5128000379 | 6430067219 | 147008 | fis |
| Total Payments made on Cumulative tate Cumulative Unpald Bill as of accoumt June 8, 2008- Payment Charge as Jan. 8, 2020 <br> Jan. 8, 2020 of Jan. 8,2020 |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
| 134 \$4,622 61 \$8,878 38 |  |  |  |  |  |  |  |  |
| Summary of Appllcation of Payments to Account |  |  |  |  |  |  |  |  |
| Payment Date | Amount pald | Late Payment Charge Prior | Late Payment Charge after | Unpald Bill Prior | Unpald Bill After |  |  |  |
| 6/17/2008 | 1,174 25 | 2104 | 21.04 | \$ 1,846.54 | 67229 |  |  |  |
| 7/16/2008 | 49831 | 3112 | 1008 | 1,239 41 | 76214 |  |  |  |
| 9/12/2008 | 775.95 | 21.51 | 1143 | S 1,45724 | 69510 |  |  |  |
| 9711/2008 | 31816 | 2185 | \$ | 1,48353 | 68349 |  |  |  |
| 10/16/2009 | 79970 | 1025 | \$ | 1,41403 | 53458 |  |  |  |
| 11/19/2008 | 71000 | 951 | S | 1,35658 | 62609 |  |  |  |
| 12/17/2008 | 3,603 45 | 939 | \$ | 1,290 42 | (2,303 64) |  |  |  |
| 5/4/2009 | 7470 | 5 - | 5 - | $5 \quad 35453$ | 10733 |  |  |  |
| 7/20/2009 | $31 / 8$ | 7.95 | 635 | \$ 84993 | 53375 |  |  |  |
| 7/28/2009 | 41020 | 635 | \$ | \$ 53375 | 129.90 |  |  |  |
| 8/24/2009 | 55908 | 194 | S | \$ 683.26 | 12612 |  |  |  |
| 12/17/2009 | 67018 | 2308 | \$ | \$ (167 48) | \$ (814 58) |  |  |  |
| 4/29/2010 | 39281 | 5.88 | 5.04 | \$ 80794 | \$ 41575 |  |  |  |
| 5/20/2010 | 724.28 | 12.11 | \$ | \$ 72319 | \$ 10.39 |  |  |  |
| 1/21/2010 | 41384 | 4.44 | 374 | C2607 | 331391 |  |  |  |
| 8/31/2010 | 55746 | 844 | \$ | \$ 55707 | \$ 8.27 |  |  |  |
| 10/13/2010 | 27966 | 443 | 4.31 | \$ $\quad 57161$ | \$ 29207 |  |  |  |
| 1/6/2011 | 63115 | 3141 | 13.80 | \$ 1,243.03 | \$ 629.46 |  |  |  |
| 1/12/2011 | \$ 29367 | 1380 | \$ 13.80 | \$ 62946 | \$ 33582 |  |  |  |
| 4/4/2011 | 677.02 | 4334 | \$ 24.51 | \$ 963.18 | \$ 30475 |  |  |  |
| 6/17/2011 | 30609 | $4 / 64$ | \$ 37.57 | \$ 1,19370 | 89792 |  |  |  |
| 7/15/2011 | \$ 99802 | 5103 | \$ 10.93 | $5 \quad 1,185.34$ | 28742 |  |  |  |
| 11/13/2012 | \$ b,4bb.23 | $64 \leq 14$ | \$ | S $\quad 5.12724$ | \$ 313.23 |  |  |  |
| 8/21/2013 | 1,850.66 | 186.43 | \$ 98.34 | \$ 2,54660 | 78409 |  |  |  |
| 7/30/2014 | \$ 1,390.60 | 39094 | \$ 248.82 | \$ 2,933 83 | \$ 1,685 35 |  |  |  |
| 9/10/2014 | 1,376 73 | 30234 | \$ 231.86 | $5 \quad 2,05276$ | \$ 12952 |  |  |  |
| 1/11/2018 | 24819 | 2,037 57 | \$ 1,900 59 | \$ 5,884 62 | 5,773 41 |  |  |  |
| 6/27/2019 | \$ 12839 | 3,79882 | \$ 3,762 42 | \$ 8,555 92 | \$ 8,46393 |  |  |  |
| 7/18/2019 | $5 \quad 34582$ | 3,889 37 | 3,857 13 | $5 \quad 8,55191$ | 8,238 33 |  |  |  |
| Summary of Recalculated Amounts for Marchwood Realty Co, LPPage 17 of 24 |  |  |  |  |  |  |  |  |



Summary of Recalculated Amounts for Marchwood Realty Co., LP



| Summary of Application of Payments to Account |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Payment Date | Amount pald |  | Late Poymmet Charse Poior |  | Late Payment Charge after |  | Unpaid Bill Prior |  | Unpaid Eill After |  |
| 8/21/2013 | \$ | 20,385.58 | \$ | 5,253.98 | \$ | - | \$ | 29,983.51 | S | 14,851.91 |
| 7/30/2014 | \$ | 9,781.03 | \$ | 845.40 | \$ | 845.40 | \$ | 20,322.53 | \$ | 10,541.50 |
| 9/10/2014 | \$ | 9,781.03 | \$ | 1,1/1.12 | S | 620 B7 | \$ | 11,755.64 | \$ | 2,524.86 |
| 1/11/2018 | \$ | 50000 | 5 | 1,968.51 | 5 | 1,968 51 | \$ | 59,582.78 | \$ | 59,082.78 |
| 7/22/2019 | \$ | 87,554.50 | 5 | 1,968.51 | \$ | - | \$ | 85,875.23 | \$ | 28924 |
| 1/15/2023 | S | 17.754.11 | \$ | 2635 | \$ | 56.27 | S | 19,732.45 | 5 | 2.185 .27 |

Partial Payments:
Summary of Recalculated Amounts

| Customer Name | From Date | To Date |
| :--- | :--- | :--- |
| Oak Lane Court Realty Co., LP c/O SBG Management | 6/11/2008 | $1 / 22 / 2020$ |


| Total Number | Total Payments |  |  |
| :---: | :---: | :---: | :---: |
| Acconuts, Oak Lane | made on all | Total Cumulative Late | Total Cumulative Unpald BIII |
| Court Realty Co., LP | accounts June 8, | Payment Charges owed All | owed All Accounts as of Jan. |
| c/o SBG Management | 2008-Jan. 22, 2020 | Accounts as of Jan. 22, 2020 | 22, 2020 |
| 2 | 89 | \$ 8,98546 | \$ 4,290.43 |


| Service Address | Account Number | SA Number | Meter | Rate/Class |
| :---: | :---: | :---: | :---: | :---: |
| 1623 W CHELTEN AVE Apt A PHIL, PA 191263519 | 101551535 | 3338317341 | 2012780 | GS |


| Total Payments made on account June 8 , 2008 -Jan. 22, 2020 | Cumulatlve Late Payment Charge as of Jan. 22, 2020 | Cumulative Unpaid Bill as of Jan. 22, 2020 |
| :---: | :---: | :---: |
| 43 | \$0.00 | (\$13,028.33) |


| Summary of Appllcatlon of Payments to Account |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Payment Date | Amount paid |  | Late Payment Charge Prior |  | Late Payment Charge after |  | Unpaid Bill Prior |  | Unpaid Bill After |  |
| 7/16/2008 | \$ | 1,204.18 | \$ | 200.41 | \$ | 126.21 | \$ | 2,765.51 | \$ | 1,635.53 |
| 8/12/2008 | \$ | 925.74 | \$ | 150.74 | \$ | 58.48 | \$ | 2,672.08 | \$ | 1,838.60 |
| 8/21/2008 | \$ | 1,764.24 | \$ | 86.05 | \$ | = | \$ | 2,795.70 | \$ | 1,117.51 |
| 9/15/2008 | S | 957.10 | \$ | - | \$ | - | \$ | 1,117.51 | \$ | 160.41 |
| 10/16/2008 | \$ | 1,124.35 | \$ | 19.14 | \$ | 11.28 | \$ | 1,868.43 | \$ | 751.94 |
| 11/19/2008 | \$ | 751.94 | \$ | 22.55 | \$ | 11.27 | \$ | 2,049.25 | \$ | 1,308.59 |
| 12/18/2008 | \$ | 2,890.15 | \$ | 30.89 | \$ | - | \$ | 3,882,33 | \$ | 1,023.07 |
| 1/27/2009 | \$ | 2,573.74 | \$ | 15.34 | \$ | . | \$ | 3,700,85 | \$ | 1,142.45 |
| 3/10/2009 | \$ | 2,795.34 | \$ | 17.13 | \$ | - | \$ | 3,937.79 | \$ | 1,159.58 |
| 5/18/2009 | \$ | 1,972.89 | \$ | 64.11 | \$ | 46.72 | \$ | 4,095.72 | \$ | 2,140.22 |
| 7/20/2009 | \$ | 4,982.33 | \$ | 173.71 | \$ | - | \$ | 4,133.44 | \$ | (675.18) |
| 8/26/2009 | \$ | 647.35 | \$ | - | \$ | - | \$ | (73.95) | \$ | (721.30) |
| 11/12/2009 | \$ | 40.31 | \$ | - | \$ | - | \$ | 378.49 | \$ | 338.18 |
| 11/18/2009 | \$ | 1,562.08 | \$ | 5.07 | \$ | - | \$ | 1,116.05 | \$ | (440.96) |
| 12/15/2009 | \$ | 777.87 | \$ | - | \$ | - | \$ | (440.96) | \$ | (1,218.83) |
| 4/19/2010 | 5 | 1,346.67 | \$ | 158.19 | \$ | 158.19 | \$ | 5,629.65 | \$ | 4,282.98 |
| 6/18/2010 | \$ | 650.82 | \$ | 296.43 | \$ | 296.43 | \$ | 5,310.69 | \$ | 4,956.30 |
| 7/7/2010 | \$ | 376.76 | \$ | 296.43 | \$ | 270.46 | \$ | 4,956.30 | \$ | 4,309.08 |
| 8/25/2010 | \$ | 230.90 | \$ | 403.18 | \$ | 403.18 | \$ | 5,158.95 | \$ | 4,928.05 |
| 11/16/2010 | \$ | 2,771.32 | \$ | 555.85 | \$ | 423.63 | \$ | 5,617,64 | \$ | 2,575.36 |
| 12/20/2010 | \$ | 1,271.03 | \$ | 519.27 | \$ | 381.03 | \$ | 5,121.64 | \$ | 3,988.85 |
| 2/8/2011 | \$ | 1,384.30 | \$ | 440.86 | \$ | 440.86 | \$ | 6,442.81 | \$ | 5,058.51 |
| 2/9/2011 | \$ | 2,520.06 | \$ | 440.86 | \$ | 59.83 | \$ | 5,058.51 | \$ | 2,919.48 |
| 3/18/2011 | \$ | 1,953.79 | \$ | 103.62 | \$ | 43.79 | \$ | 4,827.94 | \$ | 2,933.98 |
| 4/19/2011 | \$ | 1,957,67 | \$ | 160.48 | \$ | 116.69 | \$ | 6,283.45 | \$ | 4,369.57 |
| 5/18/2011 | \$ | 1,511 20 | \$ | 182.23 | \$ | 138.23 | \$ | 5,166.50 | \$ | 3,699.30 |


ry of Recalculated Amounts

| 8/25/2010 | \$ | 776.13 | \$ | 1,099.81 | \$ | 1,099.81 | \$ | 13,554.62 | \$ | 12,778.49 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 11/16/2010 | \$ | 6,182.15 | \$ | 1,495.78 | \$ | 1,349.47 | \$ | 14,610.81 | \$ | 8,574.97 |
| 12/20/2010 | \$ | 2,321.61 | \$ | 1,639.27 | \$ | 1,441.04 | \$ | 13,673.75 | \$ | 11,550.37 |
| 2/8/2011 | \$ | 3,111.11 | \$ | 1,614.29 | \$ | 1,614.29 | \$ | 15,590.99 | \$ | 12,479.88 |
| 2/9/2011 | \$ | 4,237.97 | \$ | 1,614,29 | \$ | 463.05 | \$ | 12,479.88 | \$ | 9,393.15 |
| 3/18/2011 | \$ | 3,447.20 | \$ | 603.94 | \$ | 314.14 | \$ | 12,689.66 | \$ | 9,532.26 |
| 4/19/2011 | \$ | 3,398.44 | \$ | 648.82 | \$ | 475.57 | \$ | 15,457.16 | \$ | 12,231.97 |
| 5/18/2011 | \$ | 2,876.55 | \$ | 659.04 | \$ | 659.04 | \$ | 13,939.54 | \$ | 11,062,99 |
| 6/22/2011 | \$ | 1,707.57 | \$ | 824.98 | \$ | 684.09 | \$ | 12,130.37 | \$ | 10,563,69 |
| 6/30/2011 | \$ | 3,486.45 | \$ | 684.09 | \$ | 541.11 | \$ | 10,563.69 | \$ | 7,220,22 |
| 8/17/2011 | \$ | 829.00 | \$ | 770.14 | \$ | 770.14 | \$ | 8,830.25 | \$ | 8,001.25 |
| 9/20/2011 | \$ | 781.03 | \$ | 890.15 | \$ | 890.15 | \$ | 8,858 14 | \$ | 8,077.11 |
| 10/12/2011 | \$ | 856.89 | \$ | 89015 | \$ | 698.45 | \$ | 8,077.11 | \$ | 7,411.92 |
| 11/1/2011 | \$ | 7.451.48 | \$ | 809.62 | \$ | 111.17 | \$ | 8,402.43 | \$ | 1,649.40 |
| 11/22/2011 | \$ | 990.51 | \$ | 135.91 | \$ | 135.91 | \$ | 3,725.50 | \$ | 2,734.99 |
| 12/14/2011 | \$ | 2,076,10 | \$ | 135.91 | \$ | - | \$ | 2,734.99 | \$ | 794.80 |
| 2/29/2012 | \$ | 3,188.42 | \$ | 149.93 | \$ | 92.92 | \$ | 8,961.08 | \$ | 5,829,67 |
| 8/21/2013 | \$ | 19,527.69 | \$ | 4,988.30 | \$ | 3,163.07 | \$ | 31,681 28 | \$ | 13,978.82 |
| 6/10/2014 | \$ | 36,554.96 | \$ | 4,216.12 | \$ | . | \$ | 19,624.07 | \$ | $(12,711.77)$ |
| 1/11/2018 | \$ | 500.00 | \$ | 15,987,08 | \$ | 15,980.75 | \$ | 48,135.57 | \$ | 47,641.90 |
| 8/1/2019 | \$ | 85,275.41 | \$ | 33,010 32 | \$ | 7,837.63 | \$ | 71,188.57 | \$ | 11,085.85 |

Partial Payments:
Summary of Recalculated Amounts

| Customer Name |  | From Date |
| :--- | :--- | :--- |


| Total Number | Total Payments |  |  |
| :---: | :---: | :---: | :---: |
| Acconuts, Simon | made on all | Total Cumulative Late | Total Cumulative Unpaid Bill |
| Garden Realty Co., LP | accounts Aug. 20, | Payment Charges owed All | owed All Accounts as of Jan. |
| c/o SBG Management | 2011 - Jan. 4, 2020 | Accounts 25 of Jan. 4, 2020 | 4,2020 |
| 4 | 36 | \$ 8,128 03 | \$ 26,310.52 |


| Service Address | Account Number | 5ANumber | Metar | Mate/Cl3 ${ }^{\text {a }}$ |
| :---: | :---: | :---: | :---: | :---: |
| 6731 MUSGRAVE ST APt A PHIL, PA. 191192168 | 539547187 | 4395848077 | 2035836 | G5 |


| Total Payments made | Cumulative Late |  |
| :---: | :---: | :---: |
| an account Aug. 20, $2011 \text { - Jan. 4, } 2020$ | Payment Charge as of Jan. 4, 2020 | Cumulative Unpald Bill as of Jan. 4, 2020 |
| 11 | \$47490 | \$3,033 39 |


| Summary of Application of Payments to Account |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Payment Date | Amount paid |  | Late Pavment Charge Prior |  | Late Payment Charge after |  | Unpaid Bill Prior |  | Unpaid Bill After |  |
| 8/20/2011 | S | 3605 | \$ | 103,393 58 | 3 | 103,393 58 | \$ | 196,540 81 | \$ | 196,504 76 |
| 7/11/2012 | 5 | 358.67185 | 5 | 131,34808 | \$ | - | 5 | 227.29793 | 5 | (31 84) |
| 8/21/2013 | 5 | 34,545 28 | \$ | 2,815 19 | 5 | 47432 | 3 | 33,074 43 | 5 | 87002 |
| 7/30/2014 | 3 | 14,510 33 | S | 2,710 73 | 5 | 1,033 37 | 5 | 29,030 52 | 3 | 14,99695 |
| 9/10/2014 | \$ | 13,73793 | \$ | 2,285 13 | \$ | 1,302.50 | 5 | 15,295 09 | \$ | 2,539 79 |
| 1/12/2018 | 3 | 50000 | \$ | 2,583.55 | 5 | 2,585 55 | 5 | 22,810 06 | \$ | 22,310 0̂ó |
| 5/6/2019 | 3 | 13504 | 6 | 2,583 55 | \$ | 2,583.55 | 5 | 22,310,06 | \$ | 22,175.02 |
| 5/17/2019 | \$ | 13504 | \$ | 2,583 55 | 5 | 2,583 55 | \$ | 22.17502 | \$ | 22.03998 |
| 7/12/2019 | \$ | 19063 | \$ | 2,ל83 b | \$ | 2,583 55 | 5 | 22,065.62 | 5 | 21,874,99 |
| 7/18/2019 | \$ | 104.21 | \$ | 2,583.55 | 5 | 2,583.55 | \$ | 21,874.99 | 5 | 21,770.78 |
| 8/1/2019 | \$ | 24,384,30 | \$ | 2,583 55 | S | \% | \$ | 21,770.78 | \$ | (29.97) |


| Servite Address | Account Number | 5A Nimber | Meter | Rate/Class |
| :---: | :---: | :---: | :---: | :---: |
| 6731 MUSGRAVE ST Apt A PHIL, PA 191192168 | 539547157 | 5510043047 | 2035836 | GS |


| Total Payments made | Cumulative Lete |  |  |
| :--- | :--- | :--- | :--- |
| on account Aug. 20, | Payment Charge | Cumulative Unpaid BIII N/A |  |
| 2011-Jan. 4, 2020 | N/A See Acct 7187 | See Act 7187 |  |
|  | Fin | - | $\$$ |




Exhibit BLC-4

Partial Payment Balance Comparisons


Partial Payment



Partial Payment Balance Comparisons


Balance Comparison
Page 4 of 9


| No. | SBG Entity |  | Late Payment Charges | Gas Service | Data File(s) Reference and Notes |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 19 | Fern Rock Reaity Co.. LP |  |  |  | 920-932 W Godfrey Ave, HH |
| Partial payment perlod from June 8, 2008 to January 24, 2020 |  |  |  |  |  |
|  | Original Calculation, as of BIII for | 8-Jan-20 | \$74.716.32 | \$101,691.55 |  |
|  | Recalculation as of | 8-Jan-20 | \$59,911.85 | \$101;691.55 |  |
|  |  | Difference | \$14,804.47 | \$0:00 |  |
| 20 | Fern Rock Reanty Con IP |  |  |  | 920-932 W Godfrey Ave. AWH |
| Partial payment period from June 8, 2008 to January 24, 2020 |  |  |  |  |  |
|  | Original Calculation, as of Bill for | 8-Jan-20 | \$34.337.21 | \$56.966.90 |  |
|  | Recalculation as of | 8-Jan-20 | 330,505.50 | 350,900.90 |  |
|  |  | Difference | \$3,831.71 | 50.00 |  |
| 21 | Fern Rock Roatt, Co, LP |  |  |  | 924-938 W Godfrey Ave. HH 934-93R W Gndfrey Ave AWH |
| Partal payment period from June 8, 2008 to January 24, 2020 |  |  |  |  |  |
|  | Original Calculation, as of Bill for | 8-Jan-20 | \$6,229.56 | \$46,264.32 | HH file |
|  | Recalculation as of | 8-Jan-20 | \$2.990.74 | \$46,264.32 |  |
|  |  | Subiotal | \$3,238.82 | \$0.00 |  |
|  | Original Calculation, as of Bill for | 8-Jan-20 | \$19.171.02 | \$28,379.46 | AWH file |
|  | Recalculation as of | 8-Jan-20 | \$15,047.49 | \$28,379,46 |  |
|  |  | Subtotal | \$1.123.53 | \$0.00 |  |
|  |  | Difference | \$7,362,35 | \$0.00 |  |




Partial Payment

| No | SBG Entity |  | Late Payment Charges | Gas Service | Data File(s) Reference and Notes |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 30 | Simon Garden Realty Co., LP |  |  |  | 6732 Chew Ave, M2 |
|  | Partial payment period from August 20, 2011 to January 24, 2020 |  |  |  |  |
|  | Original Calculation, as of Bill for | 4-Jan-20 | \$26.33 | \$8,691.98 |  |
|  | Recalculation as of | 4-Jan-20 | \$0.00 | \$8,691.98 |  |
|  |  | Difference | \$26.33 | \$0.00 |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  | TOTALS | \$46,402.75 | \$4,092.04 |  |
|  | CONS | DATED TOTAL | \$50,494.79 |  |  |

## Exhibit BLC-5

Docketed Liens
Summary of Liens


Summary of Liens
Page 1 of 16


Docketed Liens
Summary of Liens


Docketed Liens
Summary of Lien Amounts


Summary of Lien Amounts
Page 4 of 16

|  |  |  |  |  |  | , |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  | Hypothetical Application of Interest Io Lien Amounts |  |  |  |
|  | \# | Owner | Docket | Lien Oate | Amount | Lien Status | Lien Status Details | Hypothetical Application of <br> Billing Periods <br> $1.50 \%$ |  | 0.50\% | Difference |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  | Prior Hearing Exhitit (As Updated) |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  | 1 | Colonial Garden | 90635842 | July 9. 2009 | \$131.983 18 | Vacated | August 26, 2009 | 0.00 | 5000 | 50.00 | \$0.00 |
|  | 2 | Colonial Garden | 91231033 | December 17, 2009 | \$66,062.14 | Vacaled | Augusi 4, 2011 | 0.00 | 5000 | \$0.00 | 50.00 |
|  | 3 | Coionlal Garden | 91231034 | December 17, 2009 | \$85,104.42 | Salisfied | November 5, 2011 | 22.93 | \$29,275.92 | 59,758,64 | \$19,517 28 |
|  | 4 | Colonial Garden | 100131129 | January 27, 2010 | 56,180.72 | Salisfied | November 5, 2011 | 21.57 | \$1,999.46 | 5666.49 | \$1.33298 |
|  | 5 | Colonial Garden | 100531545 | May 14, 2010 | \$74.368.76 | Vacated | November 22. 2010 | 0.00 | \$0.00 | \$0.00 | \$0 00 |
|  | 6 | Colonial Garden | 101135001 | November 22, 2010 | \$30,18376 | Vacated | November 22, 2010 | 0.00 | \$000 | \$0.00 | 50.00 |
|  | 7 | Colonial Garden | 101135002 | November 22, 2010 | \$44.238 50 | Salisfied | November 5, 2011 | 11.60 | \$7.697 50 | \$2,565.83 | \$5,131.67 |
|  | 8 | Colonial Garden | 110232566 | February 10, 2011 | \$50.463.29 | Satisfied | November 5, 2011 | 8.67 | \$6.560 23 | \$2,186.74 | \$4.373 48 |
|  | 9 | Colonial Garden | 110831156 | August 10, 2011 | \$11,587.13 | Salisfied | November 5, 2011 | 2.90 | \$504 04 | \$168.01 | \$336.03 |
|  | 10 | Colonial Garden | 110831155 | August 10, 2011 | \$47,171 25 | Satisfied | November 5, 2011 | 2.90 | \$2,051.95 | \$683 98 | \$1.367.97 |
|  | 11 | Colonial Garden | 111230215 | December 3, 2011 | \$4,717.76 | Satisfied | August 22, 2013 | 20.93 | \$1,481.38 | \$49379 | \$987.58 |
|  | 12 | Colonial Garden | 111230110 | December 3, 2011 | \$6,358 33 | Satisfied | September 26,2014 | 3427 | \$3,268, 18 | \$1,089 39 | \$2,178 79 |
|  | 13 | Colonial Garden | 120130680 | January 12, 2012 | \$1,942.00 | Satisfied | Seplember 26, 2014 | 32.93 | \$959 35 | \$319.78 | \$639.57 |
|  | 14 | Colonial Garden | 120130882 | January 12, 2012 | \$2.623.99 | Satisfied | Seplember 26, 2014 | 32.93 | \$1,298 25 | \$43208 | \$864,17 |
|  | 15 | Colonial Garden | 120532629 | May 23, 2012 | \$3,342.74 | Satisfied | September 26, 2014 | 28.53 | \$1,430 69 | \$47690 | 595380 |
|  | 16 | Colonial Garden | 120532630 | May 23, 2012 | 54,287.96 | Satisfied | Seplember 26, 2014 | 28.53 | \$1.835 25 | 561175 | \$1.223.50 |
|  |  | Lien nol shown on Prior Mearing Extribit |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  | Subtotals | \$58,360 20 | \$19,453 40 | \$38,906 80 |
|  |  |  |  |  |  |  |  |  |  |  |  |
| - Additionial Liens (May 23, 2012 to October 4, 2022) |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  | 17 | Colonial Garden | 130632839 | June 29, 2013 | \$12,771.74 | Vacated | July 16,2013 | 0.00 | \$000 | \$0 00 | 50.00 |
|  | 18 | Cotonial Garden | 130632840 | June 29, 2013 | \$10,508.88 | Vacated | July 16,2013 | 0.00 | \$000 | 50.00 | 30.00 |
|  | 19 | Cotanial Garden | 130731925 | July 17, 2013 | 56.68230 | Satisfied | August 23, 2013 | 1.23 | \$123.62 | \$41.21 | \$82.42 |
|  | 20 | Colonial Garden | 130731296 | July 23, 2013 | \$7.873.06 | Satisfied | August 23, 2013 | 1.03 | \$12203 | \$4068 | \$81.35 |
|  | 21 | Cotonial Garden | 140732927 | July 23, 2014 | 517.03928 | Satisfied | September 26, 2014 | 2.17 | \$553.75 | \$184.59 | \$369 18 |
|  | 22 | Colonial Garden | 140732928 | July 23,2014 | \$11.080.99 | Satisfied | January 19, 2018 | 42.53 | \$7,069 67 | \$2,356 56 | \$4.71311 |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  | Subtotais | \$7.869,10 | \$2.623.03 | \$5.246 07 |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  | Maxi | um Potential Ref | d/Credit, if Paid by | Colonial Garden | \$44.152.87 |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  | Limilations Pe | riod for 2015 Complain | June 9, 2012 to | November 1, 2022 |  | \$5,246.07 |
|  |  |  |  |  |  |  | (Includes Lien | in Prior Heating E | ins, if Applicable) |  |  |


|  |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  | Hypothetical Application of Interest to Lien Amounis |  |  |  |
|  | \% | Owner | Docket | Lien Date | Amount | Lien Status | Lien Stalus Details | Billing Periods | 1.50\% | 0.50\% | Difference |
| Prior Hearing Exhïjit (As Updated) |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  | 1 | Elirae Garden | 71235053 | December 7.2007 | \$4,751.58 | N/A | May 27, 2015 | 0.00 | 5000 | 50.00, | \$0,00 |
|  | 2 | Erae Garvea | 100130417 | January 1, 2010 | 53,74163 | Vacated | Saty 27, 2015 | 0.09 | 5000 | \$000 | 50.00 |
|  | 3 | Elrae Gardon | 100130824 | January 22. 2010 | 5427.70 | Satisfied | April 10, 2012 | 28.97 | \$173.00 | \$5767 | \$11534 |
|  | 4 | Elrac Corden/EBC | 100130808 | Jonuory 22, 2010 | \$764 81 | Satisfiod | April 10, 2012 | 2687 | \$306.32 | \$101.77 | S203.55 |
|  | 5 | Ciras Garden/SDG | 100130007 | Janusry 22, 2010 | \$20,984.69 | Eatisficd | April 10. 2012 | 26.97 | 55.458 .31 | 52,829.44 | \$5,658 87 |
|  | 8 | Elree Gardeniseg | 100130808 | January 22, 2010 | \$21,580.52 | Satrsiced | Apnt 10, 2012 | 29.97 | 赖, 724\% |  | \$5.974. 5.5 |
|  | 7 | Elrae Garden/SEG | 100230049 | February 1, 2010 | \$1,832 46 | Vacated | August 4, 2010 | 0.00 | \$0 00 | \$0 00 | 5000 |
|  | 8 | Elrao Gardon/SEG | 100230051 | February 2, 2010 | \$12268 | Satiefiad | April 10, 2012 | 2660 | \$168.85 | \$58.22 | \$712.43 |
|  | 9 | Elrae Gamen | 100230073 | Febinuary 2. 2010 | 344751 | Vacated | August 4, 2010 | 0.00 | 30.00 | S000 | 5000 |
|  | 10 | Elrae Garden | 100230059 | February 2, 2010 | \$78329 | Satisfied | April 10, 2012 | 26.60 | \$312.53 | \$104 18 | \$20836 |
|  | 11 | Elrae Garden | 100230076 | February 2, 2010 | \$814.87 | Vacated | Aupust 4, 2010 | 000 | 5000 | 5000 | 50.00 |
|  | 12 | Elye Gandun | 100230061 | February 2, 2010 | \$848,48 | Salisfied | April 10, 2012 | 26.60 | 5338.54 | \$112 85 | \$225.70 |
|  | 13 | Elrae Garden | 100230058 | February 2, 2010 | 595130 | Satistied | Apont 10, 2012 | 20.50 | \$379 57 | \$126.52 | \$253 05 |
|  | 11 | Elime Garten/SBG | 100230079 | February 22010 | 5965.73 | Vacated | May 272015 | 000 | \$000 | \$000 | 5000 |
|  | \% | Elrae Garden'SEG | 100230048 | February 2, 2010 | \$1,307.13 | Salisfied | Apm1 10, 2012 | 2660 | \$521.54 | 517305 | $\$ 34770$ |
|  | 16 | Elrae Garden | 100230055 | February 2, 2010 | \$1,341 38 | Vacated | August 4, 2010 | 0.00 | \$0.00 | \$0.00 | \$0.00 |
|  | 17 | Elrae Garden | 100230665 | February 2, 2010 | 51,340.09 | Satrshed | Apmi 10. 2012 | 2084 | \$534.06 | St84.88 | \$36y. 10 |
|  | 18 | Elrae Garden | 100230054 | Fetruary 22010 | 51.94239 | Satisfed | And 10, 2012 | 2600 | \$655.31 | 5216.44 | 5436.98 |
|  | 19 | Eltan Garden | 100230077 | February 22010 | 5176069 | Salisfied | January 28, 2012 | 2417 | 5638.25 | \$21275 | \$425.50 |
|  | 20 | Elrae Garden | 100230062 | February 22010 | \$1770 21 | vacated | Augusi 42010 | uvo | 5000 | so vo | 50.00 |
|  | $2 i$ | Elrav Gaideir | :00230075 | Feturaiy 22018 | 5139343 | Yaialcu | August 42010 | 000 | 5000 | 5000 | 50.00 |
|  | 22 | Elrae Sarden | 100230071 | Fetruary 2.2010 | 2183 23 | Varalard | Allgusl 42010 | 000 | so 00 | So 00. | 50.00 |
|  | 23 | Elree Gardenishg | 100230050 | Fobimary 2, 2010 | S2464.51 | Salisfied | Apnl 10, 2012 | 2660 | 596334 | 5327-78 | 555556 |
|  | 24 | Elrae Garden | 100230066 | Februaty 2. 2010 | \$255909 | Vacaled | August 4, 2010 | 0.00 | 3000 | 50.00 | S0. 00 |
|  | 2 L | Etrae Garden | 100230056 | February 2. 2010 | \$2.763:32 | Vacated | August 2,2010 | UVU | \$0.00 | 30.00 | 30.00 |
|  | 26 | Elran Garden | 100230058 | February 22010 | 5320231 | Salisfied | April 10, 2012 | 2660 | 51,27772 | S425.91 | \$851.31 |
|  | 27 | Etrav Garden | 100230053 | Frhmiary 2. 2010 | . 5394794 | Salisfiped | April 10, 2017 | 26 fin | 51575.73 | S525 on | \$1. 05015 |
|  | 28 | Elat Gardon | 100230000 | Fobruary2, 2014 | \$3, 26.80 | Vacated | August 4, 2010 | 0.00 | \$000 | Suv0 | 30.00 |
|  | 29 | Elrae Garden/SBG | 100230097 | Fetruary 2. 2010 | \$4.794.26 | Satisfied | April 10, 2012 | 26.60 | \$1,91291 | 563784 | \$1.275.27 |
|  | 30 | Elrae Garden | 100230057 | February 2. 2010 | 56.179 57 | Vacaterd | September 10,2015 | 0.00 | \$0.00 | \$000 | 50.00 |
|  | 31 | Elrae Garden | 100230078 | February 2, 2010 | \$10.381 04 | Vacated | August 4. 2010 | 0.00 | \$0.00 | \$0,00 | 50.00 |
|  | 32 | Erae Garden | 100230801 | February 12. 2010 | \$9701 | Vacated | May 27, 2015 | 0.00 | \$000 | 50.00 | 50.00 |
|  | 33 | Elrae Garden | 100230800 | February 12, 2010 | \$20705 | Vacated | May 27, 2015 | 0.00 | 5000 | 50.00 | 50,00 |
|  | 34 | Elrae Garden | 100230789 | February 12, 2010 | 5220.11 | Vacated | September 10, 2015 | 2.00 | 5000 | 50.00 . | 50.00 |
|  | 35 | Elrae Ganten | 100230799 | Futrusry 12, 2010 | 358755 | Yaczieci | Seplember io, 20is | 0.90 | 3000 | 50.00 | \$0,00 |
|  | 36 | Elrae Garden | 100230797 | February 122010 | \$2,136 41 | Salisfied | April 18, 2013 | 3870 | \$1. 240.18 | 541340 | \$826.79 |
|  | 37 | Eirae Garden | 100531704 | May 15, 2010 | \$1,648 47 | Salisfied | April 10. 2012 | 2320 | \$573.67 | 5191.22 | \$382. 45 |
|  | 38 | Erae Garden/SBG | 100632660 | June 22, 2010 | \$1.17285 | Salisfied | January 31, 2012 | 1960 | \$34482 | 511494 | \$229.88 |
|  | 39 | Elrae Garden | 100830052 | Augusi 3, 2010 | 35.288 .34 | Sabisfied | April 10, 2012 | 20.53 | 51.62881 | \$542.94 | \$1.085.87 |
|  | 40 | Elrae Garden | 100830051 | Âugust 3, 2010 | \$5,827 09 | Satisfied | April 10, 2012 | 2053 | \$1,794 74 | \$598 25 | \$1.196 50 |
|  | 41 | Elrae Garden | 100830050 | Augusi 3, 2010 | \$14.369.31 | Salisfied | April 10. 2012 | 20.53 | \$4,42575 | \$1.475.25. | \$2,950,50 |
|  | 42 | Erae Gardenisbg | 100830693 | August 5, 2010 | \$1,898.27 | Satisfied | Apmil 10; 2012 | 2047 | \$582 15 | 5194.05 | \$388.10 |
|  | 43 | Eirae Garden/SBG | 101130408 | November 6. 2010 | \$24399 | Salisfied | January 31, 2012 | 1503 | \$5502 | 518.34 | \$36.68 |
|  | 44 | Elrae Garden/SBG | 110131018 | January 19, 2011 | \$197.03 | Salisfied | February 142012 | 1303 | \$3852 | 512.a4 | \$25.88 |
|  | 45 | Elrat Gardem/abg | 110330829 | March 8. 2011 | 53445 | Salistied | February 14, 2012 | 1143 | $\$ 591$ | $51.97!$ | \$3 94 |
|  | 46 | Elrae Garden/SBG | 110330830 | March ${ }^{\text {E }} 2011$ | \$24191 | Gatistied | February 97.2012 | 1153 | 54185 | 51395 | \$2790 |
|  | 47 | Elrae Garden | 110331579 | March 12, 2014 | 52.70433 | Satisfied | Aprit 10. 2012 | 13.17 | 5551.88 | \$183.96 | \$367.92 |
|  | 48 | Elrae Garden/SBG | 110731912 | July 20. 2011 | 317225 | Satisfied | Fobruary 14,2012 | 697 | \$1800 | \$600 | \$1200 |
|  | 49 | Elrae Garden/SEG | 110731615 | July $20.20+1$ | \$550 18 | Satistied | Aptil 10. 2012 | 883 | \$7290 | \$2430 | 54860 |
|  | 50 | Ehan Gaiden/SEG | 110731913 | July 20.2011 | 563850 | Satisfied | Apill 10. 2012 | 883 | 58461 | \$28.20 | \$5641 |
|  | 51 | Eree Garten/sbg | 111130654 | November 10, 2011 | \$180.03 | Satisned | Apnil 10. 2012 | 507 | 513.68 | 5456 | 59.12 |

[^11]| Docketed Liens Elrae Garden |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  | Hypothetic | Application of int | terest to Lien | Amounts |
|  | \# | Owner | Docket | Lien Date | Amount | Lien Status | Lien Status Datails | Billing Periods | 1.50\% | 0.50\% | Difference |
| 58 | 52 | Elrae Garden/SBG | 111130648 | November 10, 2011 | S28878 | Salisfied | April 10, 2012 | 507 | \$2195 | \$7.32 | \$14.63 |
| 59 | 53 | Elrae GardenisgG | 111130653 | November 10, 2011 | \$302.11 | Satisfied | Aprit 10, 2012 | 5.07 | \$22.96 | \$765 | \$1531 |
| 6.6 | 54 | Elrae Garden/SBG | 111130661 | Novernber 10, 2011 | \$439.04 | Satisfied | April 10, 2012 | 5.07 | \$33 37 | \$11 12 | \$22 24 |
| 61 | 55 | Elrae Garden/S8G | 111130660 | November 10, 2011 | 5897.86 | Satisfied | April 10, 2012 | 5.07 | S58.24 | 522.75 | 545.49 |
| 62 | 56 | Elrae Garden/SBG | 111130647 | November 10, 2011 | \$1.645.12 | Satisfied | Apol 10. 2012 | 507 | \$12503 | 541.68 | 58335 |
| 63 | 57 | Elrae Garden/SBG | 111130659 | November 10, 2011 | \$2,614, 04 | Satisfied | April 10, 2012 | 507 | \$19867 | \$66.22 | \$132.44 |
| 64 | 58 | Elrae Garden | 111130720 | Novernber 11, 2011 | \$2,651.83 | Salisfied | Aprit 10, 2012 | 5.03 | 5200.21 | \$66.74 | \$133.48 |
| 65 | 59 | Elrae Garden | 111131108 | November 26, 2011 | 52,870.61 | Salisfied | April 10, 2012 | 4.53 | \$19520 | \$6507 | \$130.13 |
| 66 | 60 | Elrae Garden | 111230337 | December 6, 2011 | \$40.20 | Salisfied | April 10, 2012 | 420 | 52.53 | \$0.84 | \$1.69 |
| 67 | 61 | Elrae Garden | 111230323 | December 6, 2011 | \$43.07 | Salisfied | April 10, 2012 | 420 | \$271 | \$0.90 | \$181 |
| 63 | 62 | Elrae Garden | 111230310 | December 6. 2011 | \$60.57 | Salisfied | April 10, 2012 | 420 | \$3.82 | \$127 | \$2.54 |
| 69 | 63 | Elrae Garden | 111230265 | December 6, 2011 | \$70.35 | Salisfied | Apnil 10, 2012 | 420 | 5443 | \$1.48 | \$2.95 |
| 70 | 64 | Elrae Garden | 111230257 | December 6, 2011 | \$74.78 | Salished | April 10. 2012 | 420 | \$4.71 | 51.57 | \$3.14 |
| 71 | 65 | Eirae Garden | 111230339 | December $\overline{6}, 2011$ | \$74.97 | Satislied | Apni 10, 2012 | 420 | \$4.72 | \$1.57 | \$3.15 |
| 72 | 66 | Elrae Garden | 111230311 | December 6, 2011 | \$77.35 | Satisfied | April 10, 2012 | 420 | \$4.87 | \$162 | \$325 |
| 73 <br> 74 | 67 | Elrae Garden | 111230324 | December 6,2011 | \$79,96 | Satisfied | April 5, 2012 | 4.03 | \$4.84 | \$1.61 | \$3.23 |
| 74 | 68 | Elrae Garden | 111230334 | December 6, 2011 | \$89.22 | Satisfied | April 10, 2012 | 420 | \$562 | \$187 | \$3.75 |
| 775 | 69 | Elrae Garden | 111230309 | December 6, 2011 | \$105.26 | Satiscied | Apni 10, 2012 | 4.20 | 56.63 | 52.21 | 54.42 |
| 76 <br> 78 | 70 | Eirae Garden | 111230325 | December 6, 2011 | \$115.76 | Satistied | Apnt 10, 2012 | 420 | \$729 | \$2 43 | 54.86 |
| 777 | 71 | Elrae Garden | 111230333 | December 6, 2011 | \$169 05 | Salisfied | April 10. 2012 | 420 | \$1065 | \$3.55 | 57.10 |
| 78 | 72 | Elrae Garden | 111230321 | December 6. 2011 | \$20109 | Satisfied | Aprit 10, 2012 | 4.20 | 512.67 | \$4.22 | 50.45 |
| 79 | 73 | Elrae Garden | 111230338 | December 6, 2011 | \$20436 | Satisfied | April 10, 2012 | 420 | \$1287 | \$4.29 | \$0.58 |
| 80 | 74 | Elrae Garden | 111230256 | December 6, 2011 | \$227.02 | Salisfied | April 10, 2012 | 420 | \$1430 | \$4.77 | \$953 |
| 81 | 75 | Elrae Garden | 111230320 | December 6, 2011 | \$31640 | Satisfied | April 10, 2012 | 420 | \$1993 | 5664 | \$1329 |
| 82 | 76 | Elrae Garden | 111230258 | December 6, 2011 | \$367.94 | Vacated | April 17, 2012 | 0.00 | \$000 | 50.00 | 5000 |
| 83 | 77 | Elrae Garden | 111230322 | December 6, 2011 | \$385 34 | Satisfied | April 10, 2012 | 420 | \$24 28 | 5809 | \$16.18 |
| 84 | 78 | Elrae Garden | 111230259 | December 6, 2011 | \$554.92 | Satished | April 10, 2012 | 420 | \$34.96 | 511.65 | \$23,31 |
| B5 | 79 | Elras Garden | 111230335 | December 8, 2011 | 5838.14 | Satistied | April 10. 2012 | 4.20 | 54020 | \$1340 | 526.80 |
| 86 | 80 | Elrae Garden | 111230336 | December 6, 2011 | \$1,266.91 | Salisfed | April 10, 2012 | 420 | \$7982 | \$26 61 | \$5321 |
| 87 | 81 | Elrae Garden | 111230341 | December 6, 2011 | \$5.336.82 | Satisfied | April 10,2012 | 420 | \$33635 | \$ $\$ 1212$ | 5224.23 |
| 88 | 82 | Elrae Garden | 111230340 | December 6, 2011 | \$9,742.75 | Salisfied | April 10, 2012 | 420 | \$61379 | \$204 60 | \$409.20 |
| 89 | 83 | Elrae Garden | 120532593 | May 22. 2012 | \$1,057 27 | Satisfied | August 22, 2013 | 15.23 | \$241.59 | \$80.53 | 516106 |
| 90 | 84 | Elrae Garden | 121030939 | October 17, 2012 | \$1,303.76 | Vacated | August 30, 2013 | 0.00 | 5000 | \$000 | \$0.00 |
| 91 | 85 | Elrae Garden | 121030938 | October 17, 2012 | \$3,233.88 | Vacated | August 30, 2013 | 0.00 | S0 00 | 5000 | \$0.00 |
| 92 | 85 | Elrae Garden | 121031368 | October 23, 2012 | \$648.64 | Vacated | August 30, 2013 | 0.00 | 30.00 | 50.00 | \$000 |
| 93 | 87 | Elrae Garden | 130630431 | June 4, 2013 | \$905.82 | Vacated | August 30, 2013 | 0.00 | S0,00 | 50.00 | 50.00 |
| 94 | 88 | Elrae Garden | 130730632 | July 11, 2013 | \$1,15400 | Salisfied | August 23, 2013 | 143 | \$24.81 | \$8.27 | \$16.54 |
| 95 | 89 | Elrae Garden | 130730633 | July 11, 2013 | \$1,549.00 | Salisfied | August 23, 2013 | 1.43 | \$33.30 | \$1110 | \$22 20 |
| 96 | 90 | Elrae Garden | 131030114 | Oclober 8. 2013 | \$1.277.82 | Salisfied | Augusl 15, 2014 | 1037 | \$198.70 | 566.23 | \$13247 |
| 97 | 91 | Elrae Gardon | 131030115 | October 8,2013 | \$2,028.33 | Satisfied | August 15, 2014 | 10.37 | \$315.41 | \$105 14 | \$21027 |
| 98 | 92 | Elrae Garden | 140230146 | February 4, 2014 | \$851.11 | Salisfied | Augusl 15, 2014 | 6.40 | \$8171 | \$27 24 | \$54.47 |
| 99 | 93 | Elras Garden | 140230145 | February 4, 2014 | \$864.14 | Salisfied | Augusi 15, 2014 | 640 | \$8296 | \$27.65 | \$55.30 |
| 100 | 94 | Elrae Garden | 140732929 | April 23, 2014 | \$4,036. 56 | Salisfied | Oclober 7, 2015 | 17.73 | \$1.073 72 | \$35791 | \$71582 |
| 101 | 95 | Elrae Garden | 140732999 | April 23, 2014 | \$4,256.64 | Salisfied | Oclober 7, 2015 | 17.73 | \$1.132.27 | \$37742 | \$75484 |
| 10 |  |  |  |  |  |  |  |  |  |  |  |
| 103 |  |  |  |  |  |  |  | Subtotals | \$43,788.79 | \$14,596.26 | \$29,19253 |
| 10 | Additional Liens (April 23, 2014 to October 4, 2022) |  |  |  |  |  |  |  |  |  |  |
| 105 |  | Elrae Garden | None | None |  |  |  |  | \$000 | \$0 00 | 50.00 |
| $\frac{10}{10}$ |  |  |  |  |  |  |  |  |  |  |  |
| $\frac{10}{10}$ |  |  |  |  |  |  |  | Subtotals | 5000 | \$0.00 | 5000 |
| $\begin{array}{\|l\|l\|} \hline 108 \\ \hline \end{array}$ |  |  |  |  |  |  |  |  |  |  |  |
| $\frac{10}{11}$ |  |  |  |  |  |  | Maximum | Potential Refund/Credit, if Paid by |  | EIrae Garden | \$29.192 53 |
| 11 |  |  |  |  |  | Limitations Period for 2015 Complaint - June 9, 2012 to |  |  |  |  |  |
| 11 |  |  |  |  |  |  |  |  | Nowember 1, 2022 |  | \$1,961.92 |
| 112 |  |  |  |  |  |  | Includes Liens | Prior Hearing Exh | ils, if Applicable) |  |  |


|  |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  | Hypolhetical Application of interest to Lien Amounts |  |  |  |
|  | \# | Owner | Docket | Lien Date | Amount | Lien Stalus | Lien Status Details | Billing Periods | 1.50\% | 0.50\% | Difference |
|  |  |  |  |  |  |  |  |  |  |  |  |
| Prior Hearing Exhibit (As Upeated) |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  | 1 | Faimount | 71235052 | Deceinber 72007 | 31.41789 | N/A | June 22. 2012 | 0.00 | 5000 | 5000 | \$0.00 |
|  | 2 | Faimount | 100130273 | January 12;2010 | \$2.20 | Salisfied | Aphl 10.2012 | 2730 | \$094 | \$031 | 5063 |
|  | 3 | FaimounUSEG | 100130275 | January 12, 2010 | 33.88 | Satisfied | Aphit 10, 2012 | 2730 | \$1.59 | \$0 53 | 51.06 |
|  | 4 | Faimmunvsbg | 100130276 | January 12, 2010 | \$388 | Sausfied | April 10, 2012 | 2730 | 5159 | \$0.53 | 5106 |
|  | 5 | Fairmountsbe | 1013130277 | .lanuary 12 2010 | 522 50 | Salisfied | April iō 20̄̃̃ | 2130 | 5325 |  | 登鲕 |
|  | 6 | Faimmuntisag | 100130274 | January 12,2010 | 546.83 | Salisfied | Apni 10, 2012 | 2730 | \$19.18 | \$6.39 | 51273 |
|  | 7 | FaimounUSBG | 100130286 | January 12, 2010 | \$5136 | salusnea | apill lü, 2012 | 2730 | 32103 | 37.01 | 314.02 |
|  | 8 | Faimount/SBG | 100130289 | January 12, 2010 | \$5850 | Salisfied | April 10, 2012 | 2730 | \$2396 | \$7.99 | \$15.97 |
|  | 9 | FaimounVSBG | 100130284 | January 12, 2010 | \$72.74 | Sulisfied | April 10, 2012 | 2730 | \$2979 | 50.83 | \$19.86 |
|  | 10 | Fairmounl/SBG | 100130280 | January 12, 2010 | \$82.50 | Sutisfied | Apmil 10, 2012 | 2730 | \$3382 | \$1121 | 52255 |
|  | 11 | FaimountSBG | 100130293 | tanuary 12,2010 | \$10270 | Salisfied | April 10, 2012 | 2730 | 54200 | \$14.02 | \$2804 |
|  | 12 | FalmuunivSEG | 100130282 | Jatrany 12, 2010 | 310270 | 3atisfied | April 10, 2012 | 2730 | S42.08 | 811.02 | \$2801 |
|  | 13 | Faimmunt/SEG | 100130281 | Januery 12.2010 | 5126.39 | Satisfied | April 10, 2012 | 27.30 | \$51.76 | 51725 | 53450 |
|  | 14 | Faimount/SBG | 100130271 | Jamary 12, 2010 | \$131.01 | Sutisfied | Aphil 10, 2012 | 2730 | \$53.65 | 517.88 | \$35.77 |
|  | 15 | Faimmunt/s89 | 100130279 | January 12. 2010 | \$176 16 | Satisfind | Apmit 10, 2012 | 2730 | \$72.13 | 324.04 | \$4809 |
|  | 16 | rarmountseg | Invisuzes | Samuary 12, 20.10 | 5178.82 | 5 Sutblleal | Apit 10, 2012 | 2730 | 57314 | 524.30 | 54976 |
|  | 17 | Fenmuuni/3BG | 100130272 | Jainary 12, 2010 | 5100.05 | Collisficd | April 10, 2012 | 27.30 | \$77.21 | \$25.75 | \$51.50 |
|  | 18. | Fammountseg | 100130290 | January 12, 2010 | 519280 | Satisfind | April 10.2012 | 2730 | \$51. $\mathrm{B}_{2}$ | 527.27 | 55456 |
|  | 16 | Faumoun/SEG | 100130292 | Jumuary 12, 2010 | 520474 | Salisfind | A ¢ | 27.30 | \$108.4: | 535.14 | 57227 |
|  | ay. | Failmainisilic | i00130270 |  | Su20] 39, | Uatishlid | spmil 10.2012 | 27.20 | \$10991. | 530.64 | 57927 |
|  | 21 | F3imbunt59G | 100130267 | Jannary 12, 2010 | \$328 57 | Salisfen | Asml $10201 ?$ | 2730 | \$13453 | \$44 84 | 35969 |
|  | 42 | FaimountSEG | 100130259 | Janualy 12,2010 | 37618 | Saluslied | Apnl 10, 2012 | 2730 | 3154.05 | 25135 | 510270 |
|  | 23 | Faimmunt/SEG | 100130278 | Jonuary 12,2010 | \$688.98 | 5 Sastied | Appiii 10, 2012 | 2730 | 325357 | 305880 | 317171 |
|  | 24 | Faimoun/S8G | 100130291 | January 12, 2010 | 5713.22 | Satstied | April 10, 2012 | 2730 | 5792.05 | 397.35 | \$19471 |
|  | 25 | Tarmountisec | 100130285 |  | 5762.02 | Sutisfor | Apmt 19, 2012 | 2730 | 531205 | 5104.02 | \$708 03 |
|  | 26 | Failmouniseg | 100130283 | Januiry 12, 2010 | \$784.91 | Satisfied | Apnl to 2012 | 2730 | \$321.42 | 810714 | \$221428 |
|  | 27 | Farmount/SEG | 100130287 | January 12, 2010 | \$902.31 | Satisfea |  | 2730 | 5369.50 | \$123.17 | 3246.33 |
|  | 23 | Fairmuinlibic | 160130208 | Januainy 12, 2010 | 51.413 .52 | 5 Eatisfuy | AFan 10, 2013 | 27.38 | 3570.01 | \$122.97 | \$305. 24 |
|  | 29 | FaimmunuSEG | 100130297 | January 12, 2010 | \$3,271 01 | Salisfied | Apnil 10, 2012 | 2730 | \$1,339.48] | 5446.45 | \$ōtz sy |
|  | 30 | FairmounUSBG | 100130298 | January 12. 2010 | \$11,326 43 | Salisfied | April 10, 2012 | 2730 | \$4.638.17 | \$1,546.06 | \$3.092.12 |
|  | 31 | Faimoun/SEG | 100130301 | January 12, 2010 | \$20,554,12 | Salisfied | April 10. 2012 | 27.30 | \$8.410.91 | \$2,805.64 | \$5.611.27 |
|  | 32 | FairmounUSEG | 100130262 | January 12, 2010 | \$23,536. 31 | Salisfied | Apmi 10, 2012 | 2730 | \$9,838 12 | \$3,21271 | \$6,425.41 |
|  | 33 | Fairmumb/3BE | 100130299 | Jenumry 92.2010 | 525.140 .12 | Salisficd | April 10. 2012 | 2730 | \$10,204.98 | \$3.431.65 | \$6.86.3.31 |
|  | 34 | Fairmount/SEG | 100130264 | January 12, 2010 | \$26,154.21 | Satisfied | Apeil 10,2012 | 2730 | \$10,71015 | \$3,570,05 | \$7,140 10 |
|  | 35 | FairmauntSEG | 100130295 | January 12.2090 | \$27.295.35 | Satisfed | April 102012 | 27.30 | \$11.177 45 | \$3,725 ${ }^{\text {\% }}$ - | \$7.451.63 |
|  | 36 | Fairmountiseg | 100130286 | January 12, 2010 | \$28,990.64 | Salisfied | April 10, 2012 | 2730 | 311.871 .67 | 53,957.22 | \$7,914.44 |
|  | 37 | FaimountSBg | 100130263 | January 12, 2010 | \$29,173 30 | Salisfied | Apni iov, 2012 | 27.30 | \$11,94647 | \$3,982, 16 | 57,964.31 |
|  | 38 | FairmountSBG | 100130290 | January 12, 2010 | \$30,113.35 | Salisfied | April 10, 2012 | 2730 | \$12,331 42 | 54,110,47 | \$8.220.94 |
|  | 32 | Fairmount/SEG | 100130300 | January 12.2010 | 553,548.81 | Satisfied | April 10, 20 j2 | 27.30 | 521.92824 | \$7.309.41 | \$14.610.83 |
|  | 40 | FaimounVSBG | 100130277 | January 12, 2010 | \$22.58 | Salished | April 10, 2012 | 2730 | \$925 | \$3. $\overline{0}$ ¢ | 5618 |
|  | 41 | Fairmount/SBG | 100130860 | January 222010 | 51561 | Satisfied | April 10, 2012 | 26.97 | S6 31 | \$2.10 | 5421 |
|  | 42. | FairmounvSBG | 100130858 | January 22.2010 | 51792 | Satisfied | Apit 10, 2012 | 2697 | 57.25 | \$2.42 | \$4.83 |
|  | 43 | FaimountisB | 1000130857 | January 22, 2010 | \$129.31 | Satished | Apnl 10,2012 | 2641 | \$5231 | \$1744 | \$3487 |
|  | 44 | Fairmount | 100830694 | Augusl 52010 | \$10249 | Salisfied | Aptil 10, 2012 | 2047 | \$3146 | \$1048 | \$20.98 |
|  | 45 | Faimmuit | 110236030 | Fictruary 20.2019 | \$1.204.43 | Salisfied | April 5, 2011 | 137 | \$24.59 | \$820 | 51640 |
|  | 46. | Fairmouit | 110630494 | June 4, 2011 | 52.743 .96 | Vacated | April 172012 | 0.00 | 5000 | \$000 | 5000 |
|  | 47. | Eaimmunt | 111230808 | December 15,2011 | 534531 | Satisfied | Aptit 10, 2012 | 390 | 52020 | \$6.73 | \$1347 |
|  | 48 | Fairmount | 111230809 | December 15. 2011 | 5440.59 | Salislied | Apmi 10, 2012 | 3.90 | \$25 77 | 5859 | \$1718 |
|  | 49 | Faimounl | 111230807 | Decernber 15,2011 | 51.200 .70 | Vacated | April 17, 2012 | 0.00 | \$0 00 | \$0 00 | 50.00 |
|  | 50 | Fairmount | 111230877 | Decemtier 15, 2011 | 51.51701 | Vacated | Apnl 17. 2012 | 0.00 | 50.00 | 5000 | 50.00 |
|  | 51 | Faimmounl | 111230992 | December 16. 2011 | 510.416 37 | Satisfind | April 10,2012 | 3.87 | S604 15 | 520138. | \$402.77 |


|  |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  |  |  |  | Hypothetical Application of Interest to Lien Amounts |  |  |  |
|  | * | Owner | Docket | Lien Date | Amount | Lien Stalus | Lien Şlatus Details | Billing Periods | 1.50\% | 0.50\% | Difference |
| 58 | 52 | Fairmounl | 111230983 | December 16, 2011 | \$12,538.01 | Satisfied | April 10. 2012 | 3.87 | \$727 20 | \$242.40 | 5484.80 |
| 59 | 53 | Faimounl | 111230985 | December 16, 2011 | \$12,538.01 | Satisfied | April 10, 2012 | 3.87 | \$72720 | \$242.40 | \$484,80 |
| 60 | 54 | Fairmount | 111231308 | December 23, 2011 | 56290 | Vacated | April 17, 2012 | 0.00 | \$000 | \$0.00 | \$0.00 |
| 61 | 55 | Fairmount | 111231305 | December 23, 2011 | \$7968 | Vacated | Apnit 17, 2012 | 0.00 | 50.00 | \$0.00 | \$0.00 |
| 62 | 56 | Faimount | 111231304 | December 23, 2011 | \$88.48 | Satisfied | April 11, 2012 | 367 | 54.87 | \$1.62 | \$3.24 |
| 63 | 57 | Fairmount | 111231339 | December 23, 2011 | \$20328 | Vacated | April 17, 2012 | 0.00 | \$0.00 | \$0.00 | \$0.00 |
| 64 | 58 | Fairmount | 111231342 | December 23, 2011 | \$313.77 | Satisfled | April 10, 2012 | 3.63 | \$17.10 | \$570 | \$11.40 |
| 65 | 59 | Faimount | 111231301 | December 23, 2011 | \$33601 | Satisfied | April 10, 2012 | 3.63 | \$1831 | \$6.10 | \$1221 |
| 68 | 60 | Fairmount | 111231309 | December 23, 2011 | \$34449 | Vacated | April 17, 2012 | 0.00 | 50.00 | \$0.00 | \$000 |
| 67 | 61 | Fairmount | 111231345 | December 13, 2011 | 542963 | Satisfled | January 31, 2012 | 1.63 | \$10.53 | \$3.51 | \$7.02 |
| 68 | 62 | Fairmouni | 111231307 | December 23, 2011 | 543718 | Vacaled | April 17, 2012 | 0.00 | 50.00 | \$0.00 | \$0.00 |
| 69 | 63 | Faimounl | 111231302 | December 23, 2011 | \$449.28 | Salisfied | April 10, 2012 | 3.63 | \$2448 | \$8. 16 | 316.32 |
| 70 | 64 | Fairmount | 111231349 | December 23, 2011 | S649 02 | Vacaled | Apil 17, 2012 | 0.00 | \$0.00 | \$0.00 | 50.00 |
| 71 | 65 | Faimount | 111231306 | Decamber 23, 2011 | \$650.68 | Vacated | April 17, 2012 | $\overline{0} 00$ | 50.00 | \$0.00 | 50.00 |
| 72 | 66 | Fairmounl | 111231299 | December 23, 2011 | \$1,627 77 | Salisfied | April 10, 2012 | 363 | \$88.71 | \$29.57 | 55914 |
| 73 | 67 | Fairmounl | 111231341 | December 23, 2011 | \$1,874 05 | Vacated | April 17.2012 | 0.00 | \$0.00 | \$0.00 | 50.00 |
| 74 | 68 | Faimount | 111231353 | December 23, 2011 | \$1.903.95 | Vacated | April 17, 2012 | 0.00 | 5000 | \$0,00 | \$0,00 |
| 75 | 69 | Fairmount | 111231337 | December 23, 2011 | \$5.29808 | Salisfied | April 10, 2012 | 363 | 5288.75 | 596.25 | \$192.50 |
| 78 | 70 | Faimounl | 111231346 | December 23, 2011 | \$9,27100 | Vacated | Augusi 30, 2013 | 0.00 | \$0.00 | \$0.00 | 50.00 |
| 77 | 71 | Faimounl | 111231338 | December 23, 2011 | \$14342.58 | Satisfied | April 10, 2012 | 363 | \$781.67 | \$260.56 | \$521.11 |
| 78 | 72 | Faimounl | 111231575 | December 31, 2011 | \$3,188.25 | Satisfied | Apnt 10,2012 | 337 | \$161.01 | \$5367 | \$107 34 |
| 79 | 73 | Faimoun! | 111231600 | December 31, 2011 | \$8,991.65 | Vacated | January 16, 2012 | 0.00 | \$0.00 | \$0.00 | \$0.00 |
| 30 | 74 | Fairmount | 111231597 | December 31, 2011 | \$11,479,95 | Vacated | January 16, 2012 | 0.00 | \$0.00 | 50.00 | \$0.00 |
| 31 | 75 | Fairmount | 111231587 | December 31, 2011 | \$15.562.98 | Satisfied | Aptil 10, 2012 | 3.37 | \$785, 93 | \$261.98 | \$523.95 |
| B2 | 76 | Farmount | 120130159 | January 6, 2012 | \$46.36 | Vacated | April 17, 2012 | 0.00 | 5000 | \$0.00 | 50.00 |
| 83 | 77 | Fairmount | 120130150 | January 6, 2012 | \$47.67 | Vacated | April 17, 2012 | 0.00 | \$0 00 | \$0.00 | \$0,00 |
| 84 | 78 | Fairmount | 120130151 | January 6, 2012 | \$5896 | Vacated | April 17, 2012 | 0.00 | \$0.00 | \$0.00 | 50,00 |
| 85 | 79 | Fairmounl | 120130163 | January 6, 2012 | \$59.85 | Vacated | April 17, 2012 | 0.00 | 50.00 | \$0.00 | \$0.00 |
| 66 | 80 | Faimount | 120130194 | January 6, 2012 | \$81.65 | Vacated | April 17, 2012 | 0.00 | \$0.00 | \$0.00 | 50.00 |
| 87 | 81 | Faimount | 120130180 | January 6, 2012 | 56861 | Vacated | April 17, 2012 | 0.00 | $\$ 000$ | \$0.00 | \$0,00 |
| 88 | 82 | Faimounl | 120130174 | January 5, 2012 | \$9499 | Salisfied | April 10, 2012 | 3.17 | 5451 | \$1.50 | 53.01 |
| 89 | 83 | Fairmount | 120130209 | January 6. 2012 | \$18168 | Salisfied | April 10, 2012 | 3.17 | \$8.63 | \$2. 68 | \$5,75 |
| 90 | 84 | Faimounl | 120130160 | January 6, 2012 | \$183 39 | Vacated | Apni 17. 2012 | 0.00 | 50.00 | \$0.00 | 50.00 |
| 91 | 85 | Faimount | 120130166 | January 6. 2012 | \$184.53 | Vacated | April 17. 2012 | 0.00 | \$000 | \$000 | \$0.00 |
| 92 | 86 | Faimount | 120130143 | January 6. 2012 | \$19864 | Vacated | Apnil 17.2012 | 0.00 | \$0.00 | 50.00 | 50,00 |
| 93 | 87 | Fairmount | 120130193 | January 6, 2012 | \$21642 | vacated | April 17, 2012 | 0.00 | 50.00 | \$0.00 | 50.00 |
| 94 | 88 | Faimount | 120130200 | January 6, 2012 | \$222.55 | Vacated | April 17, 2012 | 0.00 | \$0.00 | 50.00 | \$0.00 |
| 95 | 89 | Faimount | 120130153 | January 6, 2012 | \$232.75 | Satisfied | April 10, 2012 | 3.17 | \$11.06 | \$3.69 | \$7.37 |
| 96 | 90. | Fairmount | 120130183 | January 6, 2012 | \$23749 | Vacated | April 17, 2012 | 0.00 | 5000 | \$0.00 | \$0.00 |
| 97 | 91 | Fairmount | 120130149 | January 6, 2012 | \$255.75 | Satisfied | April 10. 2012 | 3.17 | \$12.15 | \$405 | S8. 10 |
| 98 | 92 | Fairmount | 120130218 | January 6, 2012 | \$258.03 | Closed Accl | September 22, 2021 | 0.00 | \$0.00 | 50.00 | \$0,00 |
| 99 | 93 | Fairmount | 120130216 | January 6, 2012 | \$295.55 | Vacated | April 17, 2012 | 0.00 | 50.00 | \$0.00 | \$0.00 |
| 100 | 94 | Fairmount | 120130161 | January 6, 2012 | \$302.28 | Satisfied | April 10, 2012 | 3.17 | \$1436 | \$4.79 | 59.57 |
| 101 | 95 | Fairmount | 120130148 | January 6, 2012 | \$32818 | Vacated | April 17, 2012 | 0.00 | 50.00 | \$0.00 | 50.00 |
| 102 | 96 | Fairmounl | 120130201 | January 6, 2012 | \$35222 | Vacated | April 17, 2012 | 0.00 | \$0.00 | \$0.00 | 50.00 |
| 103 | 97 | Fairmount | 120130173 | January 6, 2012 | \$37306 | Salisfied | April 10, 2012 | 317 | 517.72 | \$5.91 | \$11.81 |
| 104 | 98 | Faimount | 120130208 | January 6, 2012 | 538205 | Satislied | Apni 10, 2012 | 317 | \$18.15 | \$6.05 | \$12.10 |
| 105 | 99 | Faimouni | 120130199 | January 6, 2012 | \$417. 02 | Vacated | April 17. 2012 | 0.00 | \$000 | \$0.00 | \$0.00 |
| 106 | 100 | Fairmount | 120130196 | January 6, 2012 | \$41988 | Vacated | Apnl 17, 2012 | 0.00 | 50.00 | \$0.00 | 50.00 |
| 107 | 101 | Faimount | 120130217 | January 6, 2012 | \$433.47 | Vacated | April 17, 2012 | 0.00 | 50.00 | \$0.00 | \$0.00 |
| 100 | 102 | Fairmount | 120130171 | January 6. 2012 | \$526.14 | Vacated | April 17, 2012 | 0.00 | \$0.00 | 50.00 | \$0.00 |
| 109 | 103 | Faimount | 120130154 | January 6, 2012 | \$57166 | Vacated | Apni 17, 2012 | 0.00 | 50.00 | 50,00 | 30.00 |
| 710 | 104 | Fairmounl | 120130144 | January 6, 2012 | 560908 | Vacaled | April 17, 2012 | 0.00 | 50.00 | 50.00 | 50.00 |
| 111 | 105 | Faimounl | 120130202 | January 6. 2012 | \$706 39 | Vacated | April 17, 2012 | 0.00 | 5000 | 50.001 | 50.00 |
| 112 | 106 | Fairmount | 120130170 | January 6. 2012 | 5800.59 | Vacated | April 17, 2012 | 0.00 | 50.00 | 30.00 | 50.00 |



Fairmount
Page 10 of 16


[^12]

Fem Rock
Page 12 of 16


[^13]


> Oak Lane Page 15 of 16


## VERIFICATION

I, Bernard L. Cummings, hereby state that I am the Vice President, Customer Service and Collection of Philadelphia Gas Works. I hereby verify that the facts set forth in my Remand Direct Testimony, PGW Remand St. No. I, are true and correct to the best of my knowledge, information and belief. I understand that the statements herein are made subject to the penalties of 18 Pa . C.S. $\S 4904$ (relating to unsworn falsification to authorities).



## BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

|  | C-2012-2304183 |
| :---: | :---: |
| SBG Management Services, Inc., et al | C-2012-2304324 |
|  | V. |
| vhiladelphia Gas Works | C-2015-2486618 |
|  | C-2015-248646 |
|  | C-2015-2486677 |
|  | C-2015-2486670 |
| C-2015-2486664 |  |
| C-2015-2486655 |  |
| C-2015-2486648 |  |

> Errata to the Remand Rebuttal Testimony of BERNARD L. CUMMINGS on behalf of Philadelphia Gas Works

| Reference | Reads: | Should Read: |
| :--- | :--- | :--- |
| Page 13, line 16 | already rule | already ruled |
| Page 14, line 5 | liens there | liens because there |
| Page 15, line 21 | post-judgment on example <br> lien | post-judgment interest on <br> the example lien |

PGW is attaching a clean copy of the Remand Rebuttal Testimony of Bernard L. Cummings which will be submitted for the record in this proceeding.

## BEFORE THE

 PENNSYLVANIA PUBLIC UTILITY COMMISSIONREMAND REBUTTAL TESTIMONY OF

# BERNARD L. CUMMINGS 

ON BEHALF OF PHILADELPHIA GAS WORKS

SBG Management Services, Inc. et al v. Philadelphia Gas Works Docket No. C-2012-2304183 et al.

February 7, 2023

## TABLE OF CONTENTS

I. INTRODUCTION ..... 1
II. BACKGROUND ..... 2
III. PARTIAL PAYMENTS ..... 3
A. PGW DISPUTES THE CLAIM AND DATE RANGE USED BY SBG FOR PARTIAL PAYMENT RECALCULATIONS ..... 4
B. PGW DISPUTES THE COMPARISONS MADE BY SBG ..... 7
C. PGW DISPUTES THE CALCULATION OF § 1312 INTEREST FOR PARTIAL PAYMENT RECALCULATIONS ..... 8
D. SUMMARY REGARDING PARTIAL PAYMENTS ..... 9
IV. PERFECTED LIENS ..... 10
A. PGW DISPUTES THE CLAIM AND DATE RANGES USED BY SBG FOR CALCULATING POST-JUDGMENT INTEREST ON THE PERFECTED LIENS ..... 11
B. PGW DISPUTES THE INCLUSION OF VACATED LIENS IN PERFECTED LIEN RECALCULATIONS ..... 13
C. PGW DISPUTES THE APPLICATION OF § 1312 INTEREST TO DIFFERENCES IN POST-JUDGMENT INTEREST REGARDING PERFECTED LIENS ..... 17
D. SUMMARY REGARDING PERFECTED LIENS ..... 17
V. CONCLUSION ..... 19

| List of Exhibits |  |
| :--- | :--- |
| BLC-6 | Outstanding Account Balances (January 30, 2023) |
| BLC-7 | PGW Adjustments to SBG Billed LPC Methodology <br> (Date Range Corrections) |
| BLC-8 | PGW - Use of Billed LPC Methodology |
| BLC-9 | PGW - Partial Payments - Section 1312 Interest Calculations |
| BLC-10 | PGW's Breakdown of SBG Data on Exhibit CEH-3 |
| BLC-11 | PGW Perfected Lien Recalculation for Vacated Liens |

## I. INTRODUCTION

Q. PLEASE STATE YOUR NAME AND CURRENT POSITION WITH PGW.
A. My name is Bernard Cummings and I am the Vice President, Customer Service and Collections, at Philadelphia Gas Works ("PGW" or "Company").
Q. ARE YOU THE SAME BERNARD CUMMINGS THAT PROVIDED REMAND DIRECT TESTIMONY ON OCTOBER 31, 2022 IN THIS MATTER?
A. Yes.
Q. WHAT IS THE PURPOSE OF YOUR REMAND REBUTTAL TESTIMONY IN THIS PROCEEDING?
A. The purpose of my remand rebuttal testimony is to respond to the remand direct testimony of Christopher E. Hanson presented by the complainants, SBG et al ("SBG"), on January 20, 2023.
Q. PLEASE IDENTIFY THE EXHIBITS THAT ACCOMPANY YOUR TESTIMONY.
A. The following exhibits accompany my testimony:

| Outstanding Debt |  |
| :--- | :--- |
| BLC-6 | Outstanding Account Balances (January 30, 2023) |
| Partial Payments |  |
| BLC-7 | PGW Adjustments to SBG Billed LPC Methodology <br> (Date Range Corrections) |
| BLC-8 | PGW - Use of Billed LPC Methodology |
| BLC-9 | PGW - Partial Payments - Section 1312 Interest Calculations |
| Perfected Liens |  |
| BLC-10 | PGW's Breakdown of SBG Data on Exhibit CEH-3 |
| BLC-11 | PGW Perfected Lien Recalculation for Vacated Liens |

## Q. WERE THOSE EXHIBITS PREPARED BY YOU OR UNDER YOUR DIRECTION AND SUPERVISION?

A. Yes.

## II. BACKGROUND

Q. HAVE YOU EXAMINED THE REMAND DIRECT TESTIMONY FILED BY SBG WITNESS CHRISTOPHER E. HANSON IN THIS PROCEEDING?
A. Yes, I have.
Q. IN YOUR REMAND DIRECT TESTIMONY (PGW REMAND DIRECT ST. NO. 1), DID YOU DESCRIBE THE THEN-CURRENT TOTAL AMOUNT OWED TO PGW BY THE COMPLAINANTS?
A. Yes. As of October 2022, the total amount owed to PGW by the Complainants for unpaid gas service was $\$ 1,405,216.51$. See PGW Remand Direct at 10-11, 22; Exhibit BLC-3, Page 1 - Master Account Balance.
Q. WHAT ARE THE COMPLAINANTS' CURRENT BALANCES ON THEIR PGW ACCOUNTS?
A. As shown in Exhibit BLC-6, the Complainants' outstanding balance has continued to increase due to non-payment for PGW's services, now totaling an outstanding balance of $\$ 1,490,348.84$ owed to PGW across the Complainants' accounts as of January 30, 2023, which is $\$ 85,132.33$ more than the balance owed in October 2022. Below is a tabulation of the outstanding account balance by property owner:

| SBG Entity | Balance owed on PGW accounts |
| :--- | :--- |
| Colonial Garden Realty Co., LP | $\$ 4,063.14$ |
| Elrae Garden Realty Co., LP | $\$ 397.72$ |
| Fairmount Manor Realty Co., LP | $\$ 278,849.17$ |
| Fern Rock Realty Co., LP | $\$ 987,812.39$ |
| Marchwood Realty Co., LP | $\$ 39,922.48$ |
| Marshall Square Realty Co., LP | $\$ 79,808.94$ |
| Oak Lane Court Realty Co., LP | $\$ 47,299.22$ |
| Simon Garden Realty Co., LP | $\$ 52,195.78$ |
| TOTAL BALANCE SBG OWES TO <br> PGW AS OF JANUARY 30, | $\mathbf{\$ 1 , 4 9 0 3}$ |$\quad \mathbf{}$

## 2III. PARTIAL PAYMENTS

Q. WHAT DID SBG WITNESS MR. HANSON TESTIFY REGARDING PARTIAL PAYMENTS?
A. Mr. Hanson testified that a base credit of $\$ 87,192.77^{1}$ is owed to SBG for the recalculation of partial payments and late payment charges with the addition of $\$ 24,210.31$ for Pennsylvania's $6 \%$ simple interest under 66 Pa C.S. § 1312 ("§1312 Interest") ${ }^{2}$ through December 31, 2022, with additional §1312 Interest until the difference is credited to SBG by PGW. See SBG Remand Direct at 5-6; Exhibit CEH-1.
Q. DOES PGW HAVE ANY OVERALL RESPONSES TO THE PARTIAL PAYMENT TESTIMONY FROM SBG WITNESS MR. HANSON?
A. Yes. There is conceptual agreement on the use of the first-in-first-out ("FIFO") method for recalculating the partial payments at issue. There also appears to be agreement on the

[^14]PGW Remand Rebuttal St. No. 1-R

fact that PGW implemented the ordered payment application enhancement on January 24, 2020 pursuant to the Commission's Opinion and Order at Docket No. R-2017-2586783. ${ }^{3}$

However, PGW disagrees with SBG on several positions reflected in Mr. Hanson's calculations which are not supported by the law or prior orders in the SBG matters, including: (1) the date range for claims regarding partial payment recalculations; (2) the specific methodology under FIFO principles used to compare the recalculated amounts; and (3) on the amount of $\S 1312$ Interest owed on the recalculated partial payments.

## A. PGW DISPUTES THE CLAIM AND DATE RANGE USED BY SBG FOR PARTIAL PAYMENT RECALCULATIONS

## Q. WHAT START DATES DID SBG WITNESS HANSON USE FOR THE PARTIAL PAYMENT RECALCULATIONS?

A. Mr. Hanson used start dates that began four years before the filing of the 2012 Complaints, which were May 11, 2008 for Group 1 (Colonial Garden and Simon Garden) and Group 2 (Elrea Garden, Fairmount Manor, and Marshall Square) and June 6, 2008 for Group 3 (Marchwood, Oak Lane, and Fern Rock). See SBG Remand Direct at 4.

## Q. DOES PGW AGREE WITH THOSE START DATES FOR PARTIAL PAYMENT RECALCULATIONS?

A. No. Partial payment recalculations were previously litigated and resolved in the 2012 Complaints for Group 1 (Colonial Garden and Simon Garden) and Group 2 (Elrea Garden, Fairmount Manor, and Marshall Square) to a date certain, and SBG cannot now, years after the respective orders have been entered, seek to challenge those findings.

3 PA PUC. v. PGW, Docket No. R-2017-2586783, Opinion and Order (Order entered June 28, 2019)(Order approving, among other things a Joint Petition for Settlement dated April 17, 20197)("2019 Settlement")

Specifically, the Commission's prior Opinions and Orders for Group $1^{4}$ and Group $2^{5}$ adjusted the unpaid gas balance and unpaid late payment charges as of a specific date certain and specific partial payment certain, that was as of December 2, 2011 for Group 1 and May 3, 2012 for Group 2. I have been informed by counsel that SBG did not file exceptions to Your Honor's prior determination of the Group 1 and Group 2, did not seek Commission reconsideration of those findings, and did not appeal the Commission's rulings regarding Group 1 and Group 2 partial payment recalculations. Therefore, those determinations and recalculations are conclusive and binding which is why PGW based its recalculation start dates on those dates certain. In contrast, where the Commission did not previously rule or adjust the unpaid gas and late payment charges for Group 3, PGW used the Statute of Limitations period of June 6, 2008 as a start date for Group 3, since Your Honor and the Commission did not determine a specific adjustment in the Group 3 2012 Complaints.

## Q. SHOULD MAY 11, 2008 START DATE BE USED FOR GROUP 1 (COLONIAL GARDEN AND SIMON GARDEN) AND GROUP 2 (ELREA GARDEN, FAIRMOUNT MANOR, AND MARSHALL SQUARE)?

A. No. As I explained above, PGW submits that both PGW and SBG are bound by determinations on partial payments in the 2012 Orders for Groups 1 and 2.

[^15]
## Q. WHAT END DATES DID SBG WITNESS HANSON USE FOR THE PARTIAL PAYMENT RECALCULATIONS?

A. Mr. Hanson ended the partial payment recalculations with the end of the raw account data provided by PGW. That data went through September 2021, as noted in my Remand Direct Testimony. See PGW Remand Direct at 7.

## Q. DOES PGW AGREE WITH THOSE END DATES FOR PARTIAL PAYMENT ?

A. No. The "problem complained of" relates to the application of partial payments between several unpaid bills for service provided by PGW. As I explain in my Remand Direct, ${ }^{6}$ that "problem" was corrected as of January 24, 2020 for all of PGW's customers, including all of the SBG entities. Correcting the application of partial payments pursuant to the Commission's Opinion and Order at Docket No. R-2017-2586783 ${ }^{7}$ ended the need to recalculate how prior payments were applied for the complainants. Therefore, SBG's recalculations including dates from January 24, 2020 through the end of the raw account data provided to SBG through September 2021 is not appropriate.

## Q. WHAT WOULD BE THE RESULT IF SBG WITNESS HANSON'S RECALCULATIONS WERE ADJUSTED TO USE THE SAME DATE RANGE AS THAT USED BY PGW BASED ON THE ABOVE ISSUES?

A. Adjusting Mr. Hanson's analysis for the date range used by PGW would lower his recommendation from $\$ 87,192.77$ to $\$ 61,755.57$. See Exhibit BLC-7.

[^16]
## B. PGW DISPUTES THE COMPARISONS MADE BY SBG

## Q. WHAT METHODOLOGY DID SBG WITNESS HANSON USE TO COMPARE THE ORIGINAL RESULTS TO HIS RECALCULATIONS?

A. Mr. Hanson used what I will refer to as the "Billed LPC Comparison" methodology, since Mr. Hanson compared the historic late payment charge with the recalculated late payment charge on each individual bill. Mr. Hanson's method looked only at the immediately prior period's recalculated outstanding gas balance and recalculated the LPC amount on that comparison alone. See SBG Remand Direct at 5.

## Q. DOES PGW AGREE WITH THE USE OF THE BILLED LPC COMPARISON METHODOLOGY USED BY SBG WITNESS HANSON?

A. No. Section 56.24 of the Commission's regulations ${ }^{8}$ governs the application of partial payments among several bills for public utility service. That regulation is triggered by a partial payment.

PGW employed a "true-up" methodology where PGW looked at the "bottom line" or overall impact of each partial payment on gas balance and outstanding late payment charges based on reapplication of partial payments consistent with Section 56.24. The true-up occurred as of the last bill before January 24, 2020. That date was used since any payments made on or after January 24, 2020 would have been allocated according to the changes required by the Commission's Order and not subject to recalculation where PGW's system no longer used the prior methodology.

In contrast, SBG's Billed LPC Comparison looks at the effect of the allocation only regarding late payment charges and does look at the overall effect of the allocation on

[^17]52 Pa. Code § 56.24
balances and late payment charges through the final date of January 24, 2020. This method does not fit under Section 56.24 because it does not give a complete picture of how the recalculated allocations impacted the Complainants and does not correctly apply partial payments to the balance due for prior service, and rather looks at each partial payment in a vacuum irrespective of any balances due for prior service.

## Q. DESPITE THE ABOVE ISSUES, HAVE YOU DETERMINED WHAT WOULD BE THE RESULT IF PGW'S PARTIAL PAYMENT RECALCULATIONS WERE EXAMINED USING SBG'S BILLED LPC COMPARISON METHODOLOGY WHEN CORRECTED FOR THE DATE RANGE ISSUES?

A. Yes. The result of PGW using SBG's Billed LPC Comparison methodology would show a partial payment recalculation difference of $\$ 59,766.17$ (as shown on Exhibit BLC-8) as opposed to PGW's true-up methodology which resulted in $\$ 50,494.79$ (as shown on Exhibit BLC-1). I would note that the result of using PGW's recalculations based on SBG's Billed LPC Comparison methodology is close to the result of adjusting Mr. Hanson's recalculations for the date ranges used by PGW, which is $\$ 61,755.57$ (as shown on Exhibit BLC-7).

## C. PGW DISPUTES THE CALCULATION OF § 1312 INTEREST FOR PARTIAL PAYMENT RECALCULATIONS

Q. PLEASE DISCUSS SBG WITNESS HANSON'S REMAND DIRECT TESTIMONY CONSIDERING § 1312 INTEREST ON RECALCULATED PARTIAL PAYMENTS.
A. Mr. Hanson's recommended the addition of " $\$ 1312$ Interest" of $\$ 24,210.31$ through December 31, 2022. See SBG Exhibit CEH-1.

## Q. DOES PGW AGREE WITH THAT CALCULATION OF § 1312 INTEREST ON RECALCULATED PARTIAL PAYMENTS.

A. No. PGW agrees that § 1312 Interest is applicable to the unpaid gas balance charge and late payment charges, since those amounts are determined by PGW's Commissionapproved tariff and are subject to the Commission's jurisdiction. That being said, the §1312 Interest amount should be lower than that shown in SBG Exhibit CEH-1, since the date range for the recalculation must be smaller as I discussed above. PGW's calculated amount of § 1312 Interest is shown on Exhibit BLC-9, using the last bill issued before January 24, 2020.

## D. SUMMARY REGARDING PARTIAL PAYMENTS

## Q. PLEASE SUMMARIZE YOUR CONCLUSIONS REGARDING RECALCULATED PARTIAL PAYMENTS.

A. It is PGW position that the Commission should use the "true-up" comparison methodology employed by PGW to determine the differences between recalculated amounts, which complies with Section 56.24 of the Commission's regulations.

If the Commission uses the "true-up" comparison methodology, PGW sees the following differences between PGW's recommendations and SBG's recommendations:

| Using "True-up" Comparison Methodology |  |  |
| :--- | :---: | :---: |
|  | PGW | SBG |
| Differences | $\$ 50,494.79^{9}$ | Not calculated by SBG |
| $\S 1312$ Interest | $\$ 9,154.42^{10}$ |  |
| TOTAL |  | $\$ 59,648.92$ |

[^18]However, if the Commission decides to use SBG's Billed LPC Comparison methodology, which PGW asserts if flawed as discussed above, PGW sees the following differences between PGW's calculation using SBG's methodology and what was provided in SBG's Remand Direct Testimony:

| Using Billed LPC Comparison Methodology |  |  |
| :--- | :---: | :---: |
|  | PGW | SBG |
| Differences | $\$ 59,766.17^{11}$ | $\$ 61,755.57^{12}$ |
| $\S 1312$ Interest | $\$ 10,833.68^{13}$ | $\$ 11,200^{14}$ |
| TOTAL | $\$ 70,599.85$ | $\$ 72,955.57$ |

IV. PERFECTED LIENS

## Q. WHAT DID SBG WITNESS MR. HANSON RECOMMEND REGARDING THE RECALCULATION OF POST-JUDGMENT INTEREST ON PERFECTED LIENS?

A. For post-judgment interest on perfected liens, Mr. Hanson recommended a recalculation difference of $\$ 655,711$ with the addition of "§ 1312 Interest" totaling $\$ 385,313$ through December 31, 2022 together with additional § 1312 Interest until the difference is credited to SBG by PGW. See SBG Remand Direct at 7-8; Exhibit CEH-3.

## Q. DOES PGW HAVE ANY OVERALL RESPONSES TO THE PERFECTED LIEN RECOMMENDATIONS FROM SBG WITNESS MR. HANSON?

A. Yes. There is agreement on the total number of perfected liens $\left(\mathrm{n}=439^{15}\right)$ between December 7, 2007 and January 20, 2023, the date of Mr. Hanson's Remand Direct testimony. ${ }^{16}$ There is also agreement that the two 2007 perfected liens, ${ }^{17}$ the five

[^19]unknown liens, ${ }^{18}$ and the seven perfected liens on closed accounts ${ }^{19}$ did not need to be recalculated. Regarding the 297 satisfied liens, there was agreement in the recalculation methodology for calculating the difference in post-judgement interest owed by a simple analysis of the $12 \%$ difference (i.e. $18 \%-6 \%=12 \%$ ) based on the time involved between the filing of the perfected lien and the satisfaction of the perfected lien.

However, PGW disagrees with several other key points of SBG's analysis. I am advised by counsel that SBG did not: (a) follow the concept of the limited retroactivity articulated in PGW III and Your Honor's December 19 Order ${ }^{20}$ where, of the Complainants in the 2012 Complaint, only the Group 12012 Complaints were remanded; and (b) otherwise exclude perfected liens that were already litigated as part of the 2012 Complaints. PGW also disagrees with: (c) treating the 128 vacated liens the same as satisfied liens; and (d) with the application of § 1312 interest to the recalculated difference of post-judgment interest on perfected liens.

## A. PGW DISPUTES THE CLAIM AND DATE RANGES USED BY SBG FOR CALCULATING POST-JUDGMENT INTEREST ON THE PERFECTED LIENS

## Q. WHAT START DATES DID SBG WITNESS HANSON USE FOR THE CALCULATION THE DIFFERENCE IN POST-JUDGMENT INTEREST ON THE PERFECTED LIENS?

A. Mr. Hanson used start dates that began four years before the filing of the 2012

Complaints, which were May 11, 2008 for Group 1 (Colonial Garden and Simon Garden)

[^20]and Group 2 (Elrea Garden, Fairmount Manor, and Marshall Square) and June 6, 2008 for Group 3 (Marchwood, Oak Lane, and Fern Rock).

## Q. DOES PGW AGREE WITH THOSE START DATES FOR CALCULATING THE DIFFERENCE IN POST-JUDGMENT INTEREST ON PERFECTED LIENS?

A. No.
Q. PLEASE EXPLAIN.
A. Group 1 (Colonial Garden and Simon Garden) is the subject of the remand from the Commonwealth Court (called "PGW III."). For Group 1, PGW believes that the starting date should be May 11, 2009, which is three years before the filing of the 2012 Complaints. That was the same starting date used in the 2012 Complaints, according to the Initial Decision for Group $1^{21}$ and affirmed by the Commission.

PGW submits that Groups 2 (Elrea Garden, Fairmount Manor, and Marshall Square) and 3 (Marchwood, Oak Lane, and Fern Rock) were not part of the remand in PGW III and as determined by Your Honor's December 19 Order. The start date for Groups 2 and 3, therefore, should be no earlier than June 9, 2012, which is three years before the filing of the 2015 Complaints.
Q. ARE THERE ANY OTHER ISSUES WITH THE DATE RANGE EMPLOYED BY SBG FOR GROUP 2 AND GROUP 3?
A. Yes. SBG's testimony appears to attempt to relitigate certain liens already decided by the Commission as the timeframe used by SBG in its Remand Direct overlaps the timeframe ruled on by the Commission in deciding the 2012 Complaints. The 2012 Complaints decided liens that were shown on the hearing exhibits submitted by SBG in the 2012 Complaints for Groups 2 and 3. Ordering Paragraphs Nos. 18 to 20 in the Order on the

2012 Complaint for Group $2^{22}$ correspond to the late payment charge (of $18 \%$ ) calculated (by SBG, with changes by the Administrative Law Judge) for all of perfected liens on the hearing exhibits for that proceeding. ${ }^{23}$ Ordering Paragraphs 6 to 8 of in the Order on the 2012 Complaint for Group $3^{24}$ also correspond to the late payment charge (of $18 \%$ ) calculated (by SBG, with changes by the Administrative Law Judge) for all the perfected liens on the hearing exhibits for that proceeding. ${ }^{25}$

So, to avoid overlap and any double counting, any liens regarding Groups 2 and 3 that were previously litigated and contained in the prior hearing exhibits must be excluded from the scope of the claims to be decided in the 2015 Complaints for Groups 2 and 3.
Q. WHAT WOULD BE THE RESULT IF SBG WITNESS HANSON'S CALCULATIONS OF POST-JUDGMENT INTEREST ON THE PERFECTED LIENS WERE ADJUSTED TO USE THE SAME DATE RANGE AS THAT USED BY PGW AND REMOVING LIENS ALREADY LITIGATED BY THE COMMISSION IN GROUP 2 AND GROUP 3?
A. Adjusting Mr. Hanson's analysis for the date range used by PGW and determined by PGW III and Your Honor's December 19 Order and removing liens already ruled on in final Commission Orders, the calculation would lower his recommendation from $\$ 655,771$ to $\$ 369,809$. See Exhibit BLC-10.

## B. PGW DISPUTES THE INCLUSION OF VACATED LIENS IN PERFECTED LIEN RECALCULATIONS

## Q. HOW DID SBG WITNESS HANSON TREAT VACATED LIENS?

A. Mr. Hanson treated vacated liens in the same manner as satisfied liens. In other words, he assumed that: 1) SBG paid the entire principle of the vacated lien; and 2) that SBG paid

[^21]all of the late payment charges (at $18 \%$ ) between the date the perfected lien was filed and the date that perfected lien was vacated.

## Q. DOES PGW AGREE WITH THE TREATMENT OF VACATED LIENS BY SBG WITNESS HANSON?

A. No. PGW excluded all vacated liens because there is no evidence that SBG either: 1) paid the entire principle of the vacated lien; or 2) that any LPC of $18 \%$ was paid. PGW interpreted liens identified as "vacated" as having never existed which I am advised by counsel complies with the case law in Pennsylvania on the effect of vacating a lien.

## Q. WHAT WAS MR. HANSON'S POSITION ON "VACATED" LIENS, AND WHAT EVIDENCE DID HE PROVIDE AS SUPPORT FOR THAT POSITION?

A. Mr. Hanson argued that "vacated" liens were paid by SBG. While Mr. Hanson does not provide any evidence to support payments were made by SBG on the various "vacated" liens, the singular example SBG did provide does not support his argument.
Q. WHY DOES THE SINGLE EXAMPLE PROVIDED IN MR. HANSON'S TESTIMONY NOT SUPPORT HIS "VACATED" LIENS ARGUMENT?
A. The single example (of the potential 128 "vacated" liens) provided by Mr. Hanson states that a perfected lien (Colonial Garden, "Lien 2" on Exhibit BLC-5 and SBG Exhibit CEH-3) covering the unpaid amount of $\$ 66,062$ was vacated on August 4, 2011. See SBG Direct Remand at 7, fn 7.

However, looking at the example and the facts alleged by SBG regarding the example, there are clear issues which show that there is not evidence to support treating "vacated" liens the same as "satisfied" liens. Mr. Hanson explains that, twenty-seven days after Lien 2 was vacated (on August 31, 2011) as part of an unidentified real estate settlement involving Colonial Gardens, SBG set aside $\$ 365,000$ for obligations to PGW. SBG Direct Remand at 7, fn 7. This means that SBG did not pay any amount to PGW in order
to have the subject perfected lien "vacated" by PGW, since the money to pay PGW was simply "set aside" twenty-seven days after that perfected lien was in-fact vacated by PGW and reflected in the Philadelphia civil court dockets. Mr. Hanson's example suggests that amount $(\$ 66,062)$ was paid in November 2011 towards the already-vacated lien when other perfected liens were marked "satisfied." SBG Direct Remand at 7, fn 7. Again, this does not show that SBG paid any amount in order to have the subject perfected lien "vacated" by PGW, let alone the entire principle amount to satisfy the face value of the lien.

Importantly for the Commission's decision here, Mr. Hanson's description of the November 2011 payment does not indicate that SBG paid any amount of the then applied $18 \%$ post-judgment interest on the subject perfected lien. The example is focused on the "face amount" of the subject perfected lien. But the claim in this proceeding is that SBG is owed a refund for the difference in post-judgment interest actually paid on the subjected perfected liens. Mr. Hanson example calculated the historic late payment charge on that lien as $\$ 19,650$ (as of August 2,2011 ) and the recalculated late payment charge on the lien as $\$ 13,100$ (as of August 2, 2011). See SBG Exhibit CEH-1, Colonial Garden, Lien No. 2. Yet, the example provided by Mr. Hanson does not suggest that SBG paid $\$ 66,062$ plus any amount of post-judgment interest for that (already-vacated) lien. Indeed, SBG put forth no competent evidence based on Mr. Hanson's singular example that any post-judgment interest was paid on this or any other vacated lien.

If SBG did not pay post-judgment interest on the example lien, there is no basis for PGW to be ordered to refund any amount of post-judgment interest for that lien. Doing so would only be a windfall to SBG where SBG never in-fact paid any amount of postjudgment
interest. I would note that PGW issued interrogatories on February 1, 2023 requesting SBG to identify and substantiate its claims regarding vacated liens, and I reserve the right to clarify any of my testimony based on the answers SBG provides to those interrogatories.

## Q. WHAT WOULD BE THE RESULT IF SBG WITNESS HANSON'S CALCULATIONS OF POST-JUDGMENT INTEREST ON PERFECTED LIENS WERE ADJUSTED TO EXCLUDE VACATED LIENS?

A. Adjusting Mr. Hanson's analysis to exclude vacated liens his recommendation would go from $\$ 655,771$ to $\$ 492,673$. See SBG Exhibit CEH-3. If that analysis is adjusted for both the date range used by PGW and to exclude vacated liens that recommendation would go to $\$ 369,809.60$. See Exhibit BLC-10.

## Q. WHAT WOULD BE THE RESULT IF PGW'S PERFECTED LIENS RECALCULATIONS INCLUDED VACATED LIENS?

A. The vacated liens should not be included per my above testimony, as SBG has failed to offer competent evidence that it paid either the principle or any interest at $18 \%$ on any vacated lien. However, if including vacated liens, the result would add $\$ 103,749.27$ (as shown on Exhibit BLC-11) to PGW's prior perfected lien recalculation amount of $\$ 266,082.07$ (Exhibit BLC-5) for a total of $\$ 369,831.34$. Again, including the recalculation for vacated liens where SBG did not in-fact offer any evidence that it paid any post-judgment interest on any of the 128 "vacated" liens identified, would simply produce a windfall to SBG.

## C. PGW DISPUTES THE APPLICATION OF \& 1312 INTEREST TO DIFFERENCES IN POST-JUDGMENT INTEREST REGARDING PERFECTED LIENS

## Q. PLEASE DISCUSS SBG WITNESS HANSON'S REMAND DIRECT TESTIMONY CONSIDERING §1312 INTEREST ON RECALCULATED PERFECTED LIENS.

A. Mr. Hanson's recommended the addition of " $\$ 1312$ Interest" of $\$ 385,313$ through December 31, 2022. See SBG Exhibit CEH-1.

## Q. DOES PGW AGREE WITH THE CALCULATION OF § 1312 INTEREST ON THE DIFFERENCE IN POST-JUDGMENT INTEREST ON THE PERFECTED LIENS?

A. No. I am advised by counsel that differences in applying post-judgment interest to perfected liens are not subject to § 1312 Interest, since the post-judgment interest rate applicable to perfected liens (judgments) is not an amount determined by PGW's Commission-approved tariff and is not subject to the Commission's jurisdiction under Section 1312. Therefore, 66 Pa . Code § 1312 does not apply, and the Commission lacks jurisdiction and cannot order interest be paid on the difference in post-judgment interest rate.

## D. SUMMARY REGARDING PERFECTED LIENS

## Q. PLEASE SUMMARIZE YOUR CONCLUSIONS REGARDING THE

 DIFFERENCE IN POST-JUDGMENT INTEREST ON PERFECTED LIENS.A. Under PGW III and Your Honor's December 19 Order, the Commission should only consider the Group 12012 complaints when looking at the retroactivity of the Supreme Court's decision in PGW II. The Commission should also exclude liens from the 2015 Complaints: (a) consistent with limited retroactively as directed by PGW III and Your Honor's December 19 Order; and (b) so as to avoid overlap (and/or double counting) with liens considered as part of the 2012 Complaints for Groups 2 (Elrea Garden,

Fairmount Manor, and Marshall Square) and 3 (Marchwood, Oak Lane, and Fern Rock) which are subject to a final Commission order.

With the above exclusions and when vacated liens are excluded and without the inclusion of § 1312 interest which is inapplicable to post-judgement interest, PGW sees the following differences between PGW's recommendations and SBG's recommendations:

| Using Limited Retroactivity and Excluding Vacated Liens |  |  |
| :--- | :---: | :---: |
|  | PGW | SBG, as adjusted by PGW |
| Differences in post- <br> judgment interest | $\$ 266,082.07^{26}$ | $\$ 266,050.60^{27}$ |
| $\S 1312$ Interest | $\$ 0.00$ | $\$ 169,773^{28}$ |
|  | $\$ 262,082.07$ | $\$ 435,823.60$ |

If vacated liens are included, which is neither supported by the law nor substantiated by competent evidence offered by SBG in their Remand Direct testimony, PGW sees the following differences between PGW's recommendations and SBG's recommendations:

| Using Limited Retroactivity and Including Vacated Liens |  |  |
| :--- | :---: | :---: |
|  | PGW | SBG, as adjusted by PGW |
| Differences in post- <br> judgment interest | $\$ 369,831.34^{29}$ | $\$ 369,809.60^{30}$ |
| $\S 1312$ Interest | $\$ 0.00$ | $\$ 222,867^{31}$ |
| TOTAL | $\$ 369,831.34$ | $\$ 592,676.60$ |

## 1 V . CONCLUSION

2 Q. DOES THAT COMPLETE YOUR REMAND REBUTTAL TESTIMONY?
3 A. Yes. However, I reserve the right to offer further rebuttal testimony. Thank you.

## Exhibit BLC-6

Master Account Balance for SBG
(January 30, 2023)

| Service Address | Account Number | Balance as of Oct. $2022$ | Current Balance as of $1 / 30 / 23$ |
| :---: | :---: | :---: | :---: |
| 5425-7 WAYNE AVE Apt M1 PHIL, PA 19144 | 6128000245 | \$0.00 | $\$ 964.98$ |
| 5425-7 WAYNE AVE Apt M1 PHIL, PA 19144 | 102885772 | \$0.00 | \$3,098.16 |
| 3608 SPRING GARDEN ST Apt M1 PHIL, PA 191042361 | 227745786 | \$0.00 | \$218.18 |
| 3610 SPRING GARDEN ST Apt M1 PHIL, PA 191042391 | 608367105 | \$179.54 | \$179.54 |
| 606 MARSHALL ST Apt BLDG A PHIL, PA 191233500 | 736586029 | \$18.688.69 | \$18,688.69 |
| 615 N 7TH ST Apt BLDG G PHIL, PA 191233455 | 25088422 | \$18,849.97 | \$20,825.30 |
| 620 N MARSHALL ST Apt BLDG B PHIL, PA 191233445 | 664719425 | \$20,377.68 | \$20,377.68 |
| 625 N 7TH ST Apt BLDG F PHIL, PA 191233456 | 612167092 | \$18,593.10 | \$18,593.10 |
| 627 N MARSHALL ST Apt BLDG J PHIL, PA 191232805 | 333870431 | \$27,309.19 | \$27,309.19 |
| 628 N MARSHALL ST Apt BLDG C PHIL, PA 191233446 | 75710860 | \$27,014.47 | \$27,014.47 |
| 634 N MARSHALL ST Apt BLDG H PHIL, PA 191233411 | 89533358 | \$19,071.80 | \$19,071.80 |
| 634 N MARSHALL ST Apt H2 PHIL, PA 191233411 | 736586029 | \$18,688.69 | \$18,688.69 |
| 639 N 7TH ST Apt BLDG E PHIL, PA 191233400 | 973122001 | \$19,956.48 | \$19,956.48 |
| 640 N MARSHALL ST Apt BLDG D PHIL, PA 191232710 | 355139832 | \$31,320.37 | \$31,320.37 |
| 641 N MARSHALL ST Apt BLDG $\mid$ PHIL, PA 191232709 | 677180766 | \$28,593.36 | \$28,593.36 |
| 641 N MARSHALL ST Apt I2 PHIL, PA 191232709 | 736586029 | \$18,688.69 | \$18,688.69 |
| 704 N MARSHALL ST PHIL, PA 191232710 | 156030558 | \$9,721.35 | \$9,721.35 |
| 920-932 W GODFREY AVE Apt AWH PHIL, PA 191410000 | 719354604 | \$295,447,53 | \$307,894.91 |
| 920-932 W GODFREY AVE Apt HH PHIL, PA 191413805 | 253720512 | \$308,184.13 | \$316,315.40 |
| 934-938 W GODFREY AVE Apt AWH PHIL, PA 191410000 | 719354604 | \$295,447.53 | \$307,894.91 |
| 934-938 W GODFREY AVE Apt HH PHIL, PA 191410000 | 23444792 | \$55,707.17 | \$55,707.17 |
| 5515 WISSAHICKON AVE Apt PRL A PHIL, PA 19144 | 5128000237 | \$40,160.23 | \$39,922.48 |
| 844 N 6TH ST Apt 46 PHIL, PA 191232125 | 373007503 | \$35,395.90 | \$38,547.05 |
| 845 N 7TH ST PHIL, PA 191232008 | 323900622 | \$37,209.19 | \$41,261.89 |
| 1623 W CHELTEN AVE Apt A PHIL, PA 191263519 | 101551535 | \$10,822.92 | \$15,767.28 |
| 1623 W CHELTEN AVE Apt B PHIL, PA 191263519 | 981038702 | \$28,707.04 | \$31,531.94 |
| 6731 MUSGRAVE ST Apt A PHIL, PA 191192168 | 539547187 | \$39,949.72 | \$52,195.78 |

Total Balanced Owed to PGW as of January 30, 2023:
$\$ 1,490,348.84$

## Exhibit BLC-7



| Entity | Data File | PGW Adjustments to SBG Billed LPC Methodology (Date Range Corrections) |  |  |  |  | PGW Exhibit BLC-7 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  | SBG LPC Comparison, SBG Exhibit CEH-1 |  |  | SBG LPG Comparison, Adjusted Date |  |  |
|  |  | Historic LPC | Recalculated LPC |  | Historic LPC | Recalculated LPC | Difference |
|  |  | Difference GROUP 2 |  |  |  |  |  |
| - Correct Start Date per Commisslon Order to May 3, 2012 AND Correct End Date to PGW Jan. 24, 2020 System Change -$\begin{gathered}\text { Recalculated } \\ \text { Historic }\end{gathered}$Recalculated |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
| Entity | Data File | LPC | LPC | Difference | LPC | LPC | Difference |
| Elrae Garden |  |  |  |  |  |  |  |
|  | 3608 Spring Garden St, M1 | \$9,163.15 | \$8,564 49 | \$598.66 | \$2,221.01 | \$1,621.35 | \$599.66 |
|  | 3610 Spring Garden St, M1 | \$14,262,46 | \$13,535 05 | \$727.41 | \$2,193.87 | \$1,462.31 | \$731.56 |
|  | 3610 Spring Garden SI, M2 | \$10,938.86 | \$10,724.39 | \$214.47 | \$218. 28 | \$0.00 | \$218.28 |
|  | Subtotal, Elrae Garden | \$34,364.47 | \$32,823.93 | \$1,540.54 | \$4,633.16 | \$3,083.66 | \$1,549.50 |
| Fairmount |  |  |  |  |  |  |  |
|  | 606 Marshall St, BLDG A | \$17,971.62 | \$17,067.63 | \$903.99 | \$1,357.07 | \$896.13 | \$460.94 |
|  | 615 N 7 th St , BLDG G | \$14,981 39 | \$14,046.21 | \$935. 18 | \$9,088.45 | \$8,318.27 | \$770.18 |
|  | 620 N Marshall St, BLDG B | \$15,213.14 | \$13,903.11 | \$1,310.03 | \$7,532.60 | 7,284.64 | \$247.96 |
|  | 625 N 7/h St, BLDG F | \$37,333.22 | \$34,501,29 | \$2,831.93 | \$7,845.53 | \$5,591.44 | \$2,254.09 |
|  | 627 N Marshall SI, BLDG J | \$15,291.87 | \$14,390.40 | \$901.47 | \$10,153. 63 | \$9,366. 51 | \$787.12 |
|  | 628 N Marshall St, BLDG C | \$25,523, 12 | \$23,416.89 | \$2,106.23 | \$9,449.45 | \$7,905 13 | \$1,544, 32 |
|  | 634 N Marshall St,Bldg H | \$27,233.44 | \$24,784.20 | \$2,449.24 | \$8,614.95 | \$6,70244 | \$1,912.51 |
|  | 634 N Marshall St, H2 | \$52.33 | \$40.20 | \$12.13 | \$2.02 | \$0.00 | \$2.02 |
|  | 634 N Marshall SI, H4 | \$352.72 | \$350 85 | \$1.87 | \$ 0.67 | \$0.00 | \$0.67 |
|  | 634 N Marshall St, H8 | \$267.52 | \$267.52 | \$0.00 | \$129,80 | \$129.80 | \$0.00 |
|  | 634 N Marshall St, H12 | \$409.51 | \$386.39 | \$23.12 | \$20.81 | \$0.00 | \$20.81 |
|  | 639 N 7 th St, BLDG E | \$20,690.18 | \$18,703.64 | \$1,986 54 | \$7,422.02 | \$5,992.93 | \$1,429.09 |
|  | 640 N Marshall St, BLDG D | \$29,555.37 | \$27,165.16 | \$2,390 21 | \$11,480.75 | \$9,688.70 | \$1,792.05 |
|  | 641 N Marshall St, BLDG I | \$29,175.42 | \$26,880.62 | \$2,294.80 | \$10,426.97 | \$8,715.19 | \$1.711.78 |
|  | 641 N Marshall St,14 | \$12.69 | \$12.69 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
|  | 641 N Marshall St,111 | \$593.33 | \$462.41 | \$130.92 | \$308.48 | \$195.96 | \$112.52 |
|  | 641 N Marshall St, 12 | \$251.25 | \$233.49 | \$17.76 | \$16.00 | \$0.00 | \$16.00 |
|  | 700 N Marshall St | \$2.60 | \$2.00 | \$0.60 | \$0.00 | \$0.00 | \$0.00 |
|  | 702 N Marshall St, BLDG J | \$7,284.64 | \$6,850 56 | \$434.08 | \$6,557.33 | \$6,242.04 | \$315.29 |
|  | 704 N Marshall | \$426.06 | \$401. 05 | \$25.01 | \$0.00 | \$0.00 | \$0.00 |
|  | Subtotal, Fairmount | \$242,621.42 | \$223,866.31 | \$18,755.11 | \$90,406.53 | \$77,029.18 | \$13,377.35 |
| Marshall Square |  |  |  |  |  |  |  |
|  | 844 N 6th St, 46 | \$102,877.28 | \$93,570.55 | \$9,306.73 | \$43,339.02 | \$36,348,98 | \$6,990,04 |
|  | 845 N 7th St | \$59,047.20 | \$51,694,29 | \$7,352.91 | \$2,832,40 | \$339.36 | \$2,493.04 |
|  | Subtotal, Marshall Square | \$161,924.48 | \$145,264.04 | \$16,659.64 | \$46,171.42 | \$36,688.34 | \$9,483.08 |

PGW Adjustments to SBG Billed LPC Melhodology (Date Range Corrections)
SBG LPC Comparison, SBG Exhibit CEH-1

| Entity | Data File | Historic LPC Historic | Recalculated LPC <br> Recalculated | Difference |
| :---: | :---: | :---: | :---: | :---: |
| Entity | Data File | LPC | LPC | Difference |
|  |  |  |  | GROUP 3 |
| Fern Rock |  |  |  |  |
|  | 920-932 W Godfrey Ave, HH | \$126,349 66 | \$109,196.24 | \$17,153.42 |
|  | 920-932 W Godfrey Ave, AWH | \$53,934,02 | \$49,256.70 | \$4,677.32 |
|  | 924-938 W Godfrey Ave, HH | \$21,042,93 | \$17,567.56 | \$3,475.37 |
|  | 934-938 W Godfrey Ave, AWH | \$33,565.08 | \$28,984.95 | \$4,580.13 |
|  | Subtotal, Fern Rock | \$234,891.69 | \$205,005.45 | \$29,886.24 |
| Marchwood |  |  |  |  |
|  | 5515 Wissahickon Ave, Prl A | \$8,510.84 | \$7,982.37 | \$528.47 |
|  | 5515 Wissahickon Ave, Prl B | \$7.444.84 | \$7,008.21 | \$436.63 |
|  | Subtotal, Marchwood | \$15,955.68 | \$14,990.58 | \$965.10 |
| Oak Lane |  |  |  |  |
|  | 1623 Chelten Ave, A | \$20,679.05 | \$20,595.91 | \$83.14 |
|  | 1623 Chelten Ave, B | \$55,588.63 | \$52,102.05 | \$3,486.58 |
|  | Subtotal, Oak Lane | \$76,267.68 | \$72,697.96 | \$3,569.72 |
|  | TOTALS | \$1,235,238.95 | \$1,147,680.12 | \$87,558.83 |

SBG LPC Comparison, Adjusted Date

| Historic | Recalculated |  |
| :--- | :--- | :--- |
| LPC | LPC | Difference |
| Historic | Recalculated |  |
| LPC | LPC | Difference |


| $\$ 106,928.36$ | $\$ 91,611,24$ | $\$ 15,317.12$ |
| ---: | ---: | ---: |
| $\$ 43,451.30$ | $\$ 39,564.07$ | $\$ 3,887.23$ |
| $\$ 19,498.33$ | $\$ 16,179.23$ | $\$ 3,319.10$ |
| $\$ 28,779.28$ | $\$ 24,657.41$ | $\$ 4,12187$ |
|  |  |  |
| $\$ 198,657.27$ | $\$ 172,011.95$ | $\$ 26,645.32$ |
|  |  |  |
| $\$ 6,707.06$ | $\$ 6,314.87$ | $\$ 392.19$ |
| $\$ 6,023.85$ | $\$ 5,694.72$ | $\$ 329.13$ |
|  | $\$ 12,009.59$ | $\$ 721.32$ |
| $\$ 12,730.91$ |  |  |
|  | $\$ 20,261.61$ | $\$ 75.24$ |
| $\$ 20,336.85$ | $\$ 51,339.58$ | $\$ 962.73$ |
| $\$ 32,302.31$ |  | $\$ 1,037.97$ |
| $\$ 52,639.16$ | $\$ 508,478.59$ | $\$ 61,755.57$ |

## Exhibit BLC-8

|  |  |  | PGW <br> Use of Bined LPC Methodology |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  | PGW | PGW | POW | PGW | Pow |
| No. | Entity | Data File(s) | Historic LPG | Historic LPC Ey Entity | Recaleulated LPC | Recalculated LPC By Entity | Difierence <br> By Entity |
| 1 | Colonial Garden Realty Co, LP | 5425-7 Wayme Ave, M1-Older | \$12,829 76 |  | \$11,696 75 |  |  |
|  |  | 5425-7 Wayne Ave, M1 | \$8765 |  | \$87.65 |  |  |
| 2 | Colonial Garden Realty Co, LP | 5425-7 Wayme Ave, M2 Older | \$14,667 16 |  | \$13,506 79 |  |  |
|  |  | 5425-7 Wayne Ave, M2 | \$81.77 | \$27,66634 | \$8177 | \$25,372 96 | \$2,293.38 |
| 3 | Elrae Garden Realty Co, LP | 3608 Spring Garden St, M1 | \$2,221 01 |  | \$1,624 42 |  |  |
| 4 | Elrae Garden Realty Co, LP | 3610 Spring Garden St, M1 | \$2,193 87 |  | \$1,464 95 |  |  |
| 5 | Elrae Garden Realty Co., LP | 3610 Spring Garden St, M1 | \$21828 | \$4,633 16 | \$0.00 | \$3,089 37 | \$1,543 79 |
| 6 | Fairmount Manor Realty Co, LP | 606 Marshall St, BLDG A | \$3,308.86 |  | \$2,087 64 |  |  |
| 7 | Faimount Manor Realty Co, LP | 615 N 7 th St, BLDG G | \$1,576 14 |  | \$1,127 34 |  |  |
| 8 | Fairmount Manor Realty Co, LP | 620 N Marshall St, 日l ${ }^{\text {d }}$ B | \$9,551.21 |  | \$8,252 83 |  |  |
| 9 | Fairmount Manor Realty Co, LP | 625 N 7th St, BLDG F | \$9,626 19 |  | \$7,451.69 |  |  |
| 10 | Fairmount Manor Realty Co., LP | 627 N Marshall St, BLDG J | \$12,676 29 |  | \$11,74291 |  |  |
| 11 | Fairmount Manor Realty Co, LP | 628 N Marshall St, BLDG C | \$12,14295 |  | \$10,891.26 |  |  |
| 12 | Fairmount Manor Realty Co., LP | 634 N Marshall St, Bldg H | \$9,950.54 |  | \$8,339 47 |  |  |
|  |  | 634 N Marshall St, H2 | \$2 24 |  | \$0.00 |  |  |
|  |  | 634 N Marshall St, H4 | \$1.87 |  | \$0.00 |  |  |
|  |  |  | $\$ 26752$ |  | \$26752 |  |  |
|  |  | 634 N Marshall St, H12 | $\$ 23.12$ |  | \$ 50.00 |  |  |
| 13 | Fairmounı Manor Realty Co, LP | 639 N 7 h St, BLDG E | \$9,275.59 |  | \$8,074.55 |  |  |
| 14 | Fairmount Manor Realty Co, LP | 640 N Marshall St, BLDG D | \$14,48671 |  | \$12,829 59 |  |  |
| 15 | Fairmount Manor Really Co, LP | 641 N. Marshall St, BLDG I | \$13.153 51 |  | \$11,722 57 |  |  |
|  |  | 641 N Marshall St, 14 | \$12.69 |  | \$12.69 |  |  |
|  |  | 641 N Marshall St, 141 | \$333.60 |  | \$20488 |  |  |
|  |  | $641 \mathrm{NMarshall} \mathrm{St}$, | \$17.76 |  | \$0.00 |  |  |
| 16 | Fairmount Manor Realty Co, LP | 700 N Marshall St | \$2.60 |  | \$2.60 |  |  |
| 17 | Fairmount Manor Realty Co, LP | 702 N Marshall St, BLDG J | \$6,557 33 |  | \$6,365 86 |  |  |
| 18 | Fairmount Manor Realty Co, LP | 704 N Marshall | \$430 33 | \$103,397 05 | \$430 33 | \$90,603 73 | \$12,793 32 |
| 19 | Fern Rock Realty Co., LP | 920-932 W Godfrey Ave, HH | \$126,349 66 |  | \$109,827 95 |  |  |
| 20 | Fem Rock Really Co, LP | 920-932 W Godfrey Ave, AWH | \$53,89186 |  | \$49,270 45 |  |  |
| 21 | Fem Rock Realty Co, LP | 924-938 W Godfrey Ave, HH | \$21,04293 |  | \$17,657 88 |  |  |
|  |  | 934938 W Godfrey Ave, AWH | \$33,565 00 | \$234,849 53 | \$28,983 21 | \$205,739 49 | \$29,110 04 |
| 22 | Marchwood Realty Co., LP | 5515 Wissahickon Ave, Pri A | \$8,531 88 |  | \$7,667.44 |  |  |
| 23 | Marchwood Reaty Co. LP | 5515 Wissahickon Ave, PII B | \$7,450 31 | \$15,982 19 | \$7,078 93 | \$14,746 37 | \$1,235 $8 \mathbf{2}$ |
| 24 | Marshall Square Realty Co., LP | 844 N 6 th St, 46 | \$44,528.95 |  | \$39,490.98 |  |  |
| 25 | Marshall Square Really Co, LP | 845 N 7 h St | \$3,945 77 | \$48,474,72 | \$3,735 73 | 542,226 71 | \$6,248 01 |
| 26 | Oak Lane Court Really Co, LP | 1623 Chetten Ave, A | \$20,679 05 |  | \$20,397 39 |  |  |
| 27 | Oak Lane Court Realty Co, LP | 1623 Chelten Ave, B | \$55,588 63 | \$76,267.68 | \$51,323 72 | \$71,721.11 | \$4,546 57 |
| 28 | Simon Garden Realty Co., LP |  | $\$ 43,873.60$ |  | \$43,493 50 |  |  |
|  |  | 6731 Musgrave St, A | $\$ 5,72721$ |  | \$5,658.39 |  |  |
| 29 | Simon Garden Realty Co , LP | 6731 Musgrave St, B | \$67,533.10 |  | \$66,080. 88 |  |  |
| 30 | Simon Garden Realty Co , LP | 6732 Chew Ave, M2 | \$30,623 70 | \$147,757 61 | \$30,529 60 | \$145,762 37 | \$1,995 24 |
|  |  |  | \$659,028 28 | \$659,028 28 | \$599,262 11 | \$599,262 11 |  |
|  |  |  |  |  |  |  | tal Above \$59,766.17 |

## Exhibit BLC-9



## Exhibit BLC-10

PGW
Breakdown of SBG Exhibit CEH-3

| Full Retroactivity | Satisfied Liens |  | Vacated Liens |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  | Prior Hearing Exhibit | Additional Liens | Prior Hearing Exhibit | Additional Liens | Totals |
| Colonial Garden | \$38,905.00 | \$5,246.00 | \$19,972.00 | \$133.00 | \$64,256.00 |
| Elrae Garden | \$29,194.00 | \$0.00 | \$10,072.90 | \$0.00 | \$39,266.90 |
| Fairmount | \$84,298.80 | \$0.00 | \$6,499.00 | \$6,180 | \$96,977.80 |
| Fern Rock | \$17,131.00 | \$4,225.00 | \$42,414.00 | \$23,247.00 | \$87,017.00 |
| Marchwood | \$24,792,00 | \$0.00 | \$0,00 | \$0.00 | \$24,792.00 |
| Marshall Square | \$65,061.00 | \$0.00 | \$274.80 | \$0.00 | \$65,335.80 |
| Oak Lane | \$6,149,00 | \$1,395 60 | \$81.00 | \$1,330,00 | \$8,955.60 |
| Simon Garden | \$214,492.00 | \$1,787.00 | \$52,897.00 | \$0.00 | \$269,176.00 |
|  | \$480,022.80 | \$12,653.60 | \$132,210.70 | \$30,890.00 |  |
|  |  | \$492,676.40 |  | \$163,100.70 | \$655,777.10 |
| Limited Retroactivity | Satisfied Liens |  | Vacated Liens |  |  |
|  | Prior Hearing Additional Exhibit Liens |  | Prior Hearing Exhibit | Additional Liens | Totals |
| Colonial Garden | \$38,905,00 | \$5,246.00 | \$19,972.00 | \$133.00 | \$64,256.00 |
| Elrae Garden | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Fairmount | \$0.00 | \$0.00 | \$0.00 | \$6,180 | \$6,180,00 |
| Fern Rock | \$0.00 | \$4,225.00 | \$0.00 | \$23,247.00 | \$27,472.00 |
| Marchwood | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Marshall Square | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Oak Lane | \$0.00 | \$1,395.60 | \$0.00 | \$1,330.00 | \$2,725.60 |
| Simon Garden | \$214,492.00 | \$1,787.00 | \$52,897.00 | \$0.00 | \$269,176.00 |
|  | \$253,397.00 | \$12,653.60 | \$72,869.00 | \$30,890.00 |  |
|  |  | \$266,050.60 |  | \$103,759.00 | \$369,809.60 |





[^22]

Fairmount
Page 5 of 13


Fairmount
Page 6 of 13


Fairmounl
Page 7 of 13


|  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  | PGW |  |  | S8G |  |  |  |  |
| $\#$ | Owner | Difference |  |  | Difference |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
| Prior Hearing Exhibit (As Updated) |  |  |  |  |  |  | SBG's Calculated interest | Res judicata/retroactive barred |  |
|  |  |  |  |  |  |  |  |  |  |
| 1 | Fern Rock Gardens | 5419 57 |  |  | 5420 |  | 303 |  |  |
| 2 | Feen Rock Gatders | 5571.75 |  |  | 5572 |  | 396 |  |  |
| 3 | Fern Rock Gardens | 31,048 85 |  |  | 59,705 |  | 1164 |  |  |
| 4 | Fern Rock Gaiders | 57.001.41 |  |  | \$7.001 |  | 3092 |  |  |
| 5 | Feen Rock Gardens | \$860 55 |  |  | 5860 |  | 483 |  |  |
| 6 | Fem Rock | 568223 |  |  | SES2. |  | 455 |  |  |
| 7 | FFern Rock | \$1,81358 |  |  | \$1,814 |  | 954 |  |  |
| 8 | Fen Rock |  | \$2,682 18 |  |  | \$2,682 | 1390 |  |  |
| 9 | Fern Rock |  | \$3,405 67 |  |  | \$3,406 | 1766 |  |  |
| 10 | \|Fern Rock | \$4,076 47 |  |  | 54,0771 |  | 2290 |  |  |
| 11 | Fern Rock |  | \$11,43141 |  |  | \$11,432 | 6706 |  |  |
| 12 | Fern Rock |  | \$1,056 87 |  |  | \$1,057 | 546 |  |  |
| 13 | Fern Rock |  | \$1,890.41 |  |  | \$1,890 | 960 |  |  |
| 14 | Fern Rock |  | \$2,826 69 |  |  | \$2823 | 1463 |  |  |
| 15 | Fem Rock |  | \$3,743 53 |  |  | \$3,744 | 1941 |  |  |
| 16 | Fern Rock |  | \$9268 |  |  | 593 | 48 |  |  |
| 17 | Fem Rock |  | 517221 |  |  | \$172 | 89 |  |  |
| 18 | Fern Rock |  | \$238 25 |  |  | 5238 | 124 |  |  |
| 19 | Fern Rock |  | \$39045 |  |  | \$396 | 207 |  |  |
| 20 | Fern Rock |  | \$169 90 |  |  | \$170 | 88 |  |  |
| 21 | Fern Rock |  | \$24024 |  |  | \$240 | 125 |  |  |
| 22 | Fern Rock |  | 544227 |  |  | \$442 | 229 |  |  |
| 23 | Fern Rock |  | \$1.01162 |  |  | \$1,012 | 524 |  |  |
| 24 | Fern Rock |  | \$711 12 |  |  | \$711 | 369 |  |  |
| 25 | Fern Rock |  | 584889 |  |  | 5849 | 440 |  |  |
| 26 | Fern Rock |  | \$1,545.39 |  |  | \$1,545 | 801 |  |  |
| 27 | Fern Rock |  | \$1,75796 |  |  | \$1,758 | 911 |  |  |
| 28 | Fern Rock |  | \$3,333 75 |  |  | \$3,334 | 1728 |  |  |
| 29 | Fern Rock |  | \$388 97 |  |  | \$389 | 202 |  |  |
| 30 | Fern Rock |  | 593680 |  |  | 5937 | $4{ }^{\text {a }}$ |  |  |
| 31 | Fern Rock |  | 51,648 85 |  |  | \$1,649 | 855 |  |  |
| 32 | Fern Rock |  | \$108 52 |  |  | \$109 | 56 |  |  |
| 33 | Fern Rock |  | \$133 11 |  |  | 5133 | 69 |  |  |
| 34 | Fern Rock |  | \$56167 |  |  | 5562 | 291 |  |  |
| 35 | Fern Rock |  | \$639.26 |  |  | 5639 | 331 |  |  |
|  | Subtotal | 517.130 .40 | 542.41261 |  | 517, 13: | \$42.414 |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
| 35 | Fern Rock | 576927 |  |  | 5169 |  | 95 |  |  |
| 37 | Fern Rock | 514315 |  |  | 5143 |  | 30 |  |  |
| 35. | Fern Rosk | 522340 |  |  | 5223 |  | 125 |  |  |
| 39 | Fern Rock | \$356276 |  |  | 53.583 |  | 733 |  |  |
| 40 | \|Fern Rock | \$106 42 |  |  | S107 |  | 53 |  |  |
| 41 | Fern Rock |  | \$23,245 73 |  |  | \$23.247 | 377 |  |  |
| 42 | Fern Rock | 5000 |  |  | 501 |  | O\| |  |  |
|  |  |  |  |  |  |  |  | Interest with limtation total |  |
|  |  | \$4.22502 | 523.24573 |  | \$4.225 | 523.247 | \$33.407.00 | \$ 1.40300 |  |
|  |  |  |  |  |  |  |  |  |  |
|  | Subtotal | \$21,355,42 | \$65,658.34 |  | \$21,356 | 565,661 |  | intotest with limitation total (Exclu | ving Vacated Liens) |
|  |  |  |  |  |  |  |  | \$ 1,03600 |  |
|  | TOTAL |  | \$87,013.76 |  |  | 807,017 |  |  |  |





Oak Lane
Page 12 of 13


Exhibit BLC-11

## PGW Perfected Lien Recalculation

| Limited Retroactivity | Vacated Liens Prior Hearing Exhibit | Additional Liens | Totals |
| :---: | :---: | :---: | :---: |
| Colonial Garden | \$19,973.66 | \$131.92 | \$20,105.58 |
| Elrae Garden | \$0.00 | \$0.00 | \$0.00 |
| Fairmount | \$0.00 | \$6,180.80 | \$6,180.80 |
| Fern Rock | \$0.00 | \$23,245.73 | \$23,245.73 |
| Marchwood | \$0.00 | \$0.00 | \$0.00 |
| Marshall Square | \$0.00 | \$0.00 | \$0.00 |
| Oak Lane | \$0.00 | \$1,330.57 | \$1,330.57 |
| Simon Garden | \$52,886.59 | \$0.00 | \$52,886.59 |
|  | \$72,860.24 | \$30,889.03 |  |
|  |  | \$103,749.27 | \$103,749.27 |



|  |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  | Hypotheti | cal Application of In | terest to Lien A | mounts |
|  | \# | Owner | Docket | Lien Date | Amount | Lien Status | Lien Status Details | Billing Periods | - $1.50 \%$ | 0.50\% | Difference |
| Prior Hearing Exhiibit (As Updated) |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  | 1 | Elrae Garden | 71235053 | December 7. 2007 | \$4,751.58 | N:A | May 27, 2015 | 0 012 | 50.00 | 50,00 | 50.00 |
|  | 2 | Elrae Garden | 100130811 | January 1,2010 | \$3,141.63 | Vatatad | May 27, 2015 | 3573 | 5309765 | \$1.032.55 | \$2.065 10 |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  | 7 | Elrae Garden/SBG | 100230049 | February 1;2010 | \$1,832.46 | Vacated | Augusi 4, 2010 | 513 | \$168.59 | \$5620 | \$112.39 |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  | 9 | Elrae Garden | 100230073 | February 2, 2010 | 544731 | Wacater | August 4. 2010 |  | 540.95 | \$13.65 | 32730 |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  | 11 | Elrae Garden | 100230076 | February 2, 2010 | \$01467 | yerated | Augusi 4, 2010 | E.19 | 574.54 | 524.85 | S49.69 |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  | 14 | Elrae Garden/SEG | 100230079 | February 2, 2010 | \$965.73 | Vacated | May 27. 2015 | 3457 | 5936.76 | \$312.25 | 5624.51 |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  | 16 | Elrae Garden | 100230055 | February 22010 | \$1,34138 | Vacatert | Augusi 4, 2010 | 390 | \$122.74 | \$40.91 | 581.82 |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  | 20 | Elrae Garden | 100230062 | February 2. 2010 | \$1.770 21 | Va alued | August 4. 2010 | j 10 | \$16197 | \$5399 | \$10798 |
|  | 21 | Elrae Garden | 100230075 | February 2. 2010 | \$1,993.43 | Vesates | August 4, 2010 | ; 10 | \$18240 | \$60.80 | 5121.60 |
|  | 22 | Elrae Garden | 100230071 | February 2. 2010 | 2,182.23 | Vacatiod | August 42010 | 510 | 5199.67 | \$66.56 | \$133.12 |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  | 24 | Erae Garden | 1002300058 | February 2, 2010 | \$2.559.09 | Varsted | August 4, 2010 | 4.10 | \$234 16 | \$7805 | \$156 10 |
|  | 25 | Eirae Garden | 100230056 | February 2. 2010 | \$2.763.32 | Vicatel | August 2, 2010 | 6.03 | \$25008 | \$83.36 | \$166 72 |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  | 28 | Elrae Garden | 100230060 | February 2, 2010 | \$3,967 83 | Pasted | August 4, 2010 | 6 10 | \$363 06 | \$121.02 | 524204 |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  | 30 | Elrae Garden | 100230057 | Februaty 2. 2010 | 56.179.57 | Treathin | Septermber 10,2015 |  | \$6,321 70 | \$2.107. 23 | 54.21447 |
|  | 31 | Elrae Garden | 100230078 | February 2, 2010 | \$10.381.04 | Vactielt | August 42010 | ; 10 | \$949.87 | \$316.62 | 5633.24 |
|  | 32 | Elrae Garden | 100230801 | February 12, 2010 | \$97,01 | Vocathin | May 27, 2015 | 9422 | 593.61 | 531.20 | \$6241 |
|  | 33 | Elrae Garden | 100230800 | February 12, 2010 | 520705 | Vatsfled | May 27, 2015 | 343 | \$19980 | \$6660 | 513320 |
|  | 34 | Elrae Garden | 100230789 | February 12, 2010 | \$226.11 | Vicatin | September 10. 2015 | 5737 | \$230.18 | \$76.73 | 5153.45 |
|  | 35 | Elrae Garden | 100230799 | February 12, 2010 | 5587.55 | Vacalea | September 10, 2015 | [174 | \$598.13 | \$19938 | \$308.75 |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  | 76 | Elrae Garden | 111230258 | December B, 2011 | \$367.94 | \%acated | April 17, 2012 | 443 | \$24.47 | 58.16 | \$1631 |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  | 84 | Eirae Garden | 1270309339 | Octomer 17, 2012 | 51303.76 | Vitatioli | Augusi 30, 2013 | 1055 | \$206.65 | \$6888 | \$137 76 |
|  | 85 | Elrae Garden | 121030938 | October 17, 2012 | \$3,233.88 | Vacateed | Augusi 30.2013 | 1057 | \$512 57 | \$17086 | \$34171 |
|  | 86 | Eirme Garden | 121031388 | October 23, 2012 | \$648.64 | Vacaten | August 30, 2013 | 1/73? | \$100.86 | \$33.62 | 56724 |
|  | 87 | Elrae Garden | 130630431 | June 4. 2013 | \$905.82 | Vacated | August 30.2013 | 290 | \$3940 | 513.13 | 52627 |
| - |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  | Subtotals | \$15.109 80 | 55.03660 | \$10,073 20 |
| Additional Liens (April 23, 2014 to October 4, 2022) |  |  |  |  |  |  |  |  |  |  |  |
| - |  | Elrae Garden | None: | None |  |  |  |  | \$000 | 5000 | \$000 |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  | Subtotals | \$0.00 | 5000 | \$0.00 |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  | Maxim | 1 Potential Refun | nd/Credit, if Paid by | Elrae Garden | \$10,073.20 |



|  |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | * |  | Docket |  | Amount | Lien Status Vaciler | Lien Status Details | Hypothetical Application of Interest to Lien Amounts |  |  |  |
|  |  | Owner |  | Lien Date |  |  |  | Billing Periods | $1.50 \%$ <br> $\$ 3603$ | $\begin{aligned} & 0.50 \% \\ & \$ 12.01 \end{aligned}$ | Difference 524.02 |
| 58 | 105 | Fairmount | 120130202 | January है, 2012 | \$706 39 |  | April 17, 2012 | 140 \$36.03 |  |  |  |
| 59 | 106 | Fairmount | 120130170 | January 5, 2012 | 580059 | Waculed | Apnt 17. 2012 | 310 | \$40,83 | \$13.61 | \$27. 22 |
| 60 | 107 | Faimounl | 120130215 | January 6, 2012 | \$823 51 | Vacaled | April 17. 2012 | 140 | \$4200 | \$14.00 | \$28 00 |
| 61 |  |  |  |  |  |  |  |  |  |  |  |
| 62 | 109 | Fairmount | 120130162 | January 6. 2012 | 5876.93 | Vicated | April 17, 2012 | 3.40 | \$44.72 | \$14.91 | \$29.82 |
| 63 | 110 | Fairmount | 120130197 | January 6. 2012 | \$878.28 | Tatamad | April 17. 2012 | 3.40 | \$44.83 | \$14.94 | 52989 |
|  |  |  |  |  |  |  |  |  |  |  |  |
| 65 | 112 | Faimounl | 120130198 | January 6, 2012 | \$1,416.47 | Yataleil | April 17, 2012 | 170 | \$72.24 | \$24.08 | \$4B. 16 |
| 66 |  |  |  |  |  |  |  |  |  |  |  |
| 87 | 124 | Fairmount | 120532591 | May 22, 2012 | \$1,189,06 | Vatakif | Oclober 12. 2012 | 1.71 | \$85.02 | \$28.34 | \$56.68 |
| 68 | 125 | Fairmount Court | 121030750 | October 16, 2012 | \$2,638 12 | iscatent | August 30, 2013 | 10.60 | S419.46 | \$139.82 | 527964 |
| 62 | 126 | Faimount Cour | 121030944 | October 17. 2012 | 52,264,88 | Ifs aneed | Augusi 30, 2013 | 105 | \$35898 | \$11966 | \$239.32 |
| 70 | 127 | Faimount Cout | 121030937 | October 17, 2012 | \$3,36258 | Vantrat | August 30, 2013 | 10, 粎 | \$532.97 | \$177.66 | \$355 31 |
| 71. |  |  |  |  |  |  |  |  |  |  |  |
| 72 | 129 | Faimount Court | 121031117 | October 20. 2012 | \$3.819 83 | Vepreatyd | Augusi 30. 2013 | 10.47 | \$59971 | \$199.90 | 5399.81 |
| 73 |  |  |  |  |  |  |  |  |  |  |  |
| 74 | 131 | Faimounl Court | 121031131 | October 20, 2012 | \$4.188.98 | Yacalad | August 30. 2013 | 1147 | 565767 | \$219.22 | \$438 45 |
| 75 |  |  |  |  |  |  |  |  |  |  |  |
| 76 | 151 | Fairmount Cour | 140733016 | July 23, 2014 | \$3,137.81 | V/scated | January 1, 2019 | 54.10 | \$2,546,33 | \$848.78 | \$1,697 56 |
| 77 |  |  |  |  |  |  |  |  |  |  |  |
| 78. |  |  |  |  |  |  |  | Subtotals | \$9,747 23 | \$3,249 08 | 56.49815 |
| 79 |  |  |  |  |  |  |  |  |  |  |  |
| 80 | Additional Liens (July 23, 2014 to October 4, 2022) |  |  |  |  |  |  |  |  |  |  |
| 81 崖 |  |  |  |  |  |  |  |  |  |  |  |
| 82 | 156 | Faimount Cout | 140930605 | Seplember 9,2014 | \$1.297.54 | Vacatad | September 23. 2022 | 2731 | \$1.904.79 | \$634.93 | \$1.269.85 |
| 83 | 157 | Fairmount Court | 140930614 | Seplember 9, 2014 | \$1.503.19 | Vacaled | September 23, 2022 | 9737 | \$2,206.68 | \$735 56 | \$1.471.12 |
| 84 | 158 | Faimount Cout | 140930613 | September 9, 2014 | \$355.93 | Verctued | September 23, 2022 | 7\%17 | \$52251 | \$174.17 | \$348.34 |
| 85 | 159 | Farmount Court | 150630313 | June 5, 2015 | \$623.30 | Yacated | Seplember 23, 2022 | 33.90 | 583117 | \$27706 | \$554 11 |
| 86 | 160 | Faimmount Court | 150830021 | August 4, 2015 | \$5,112,33 | Vat-utaif | August 3, 2018 | is 30 | \$3,346.50 | \$1.115.50 | \$2.231.00 |
| 87 | 161 | Faimount Court | 160331623 | March 24, 2016 | \$905.30 | Tasatad | Alugust 3, 2018 | 23.73 | \$416 04 | \$138.68 | \$27736 |
| 88 | 162 | Faimounl Court | 160430856 | April 19. 2016 | \$2,023 87 | Varathel | June 1. 2016 | 43 | \$43.51 | \$14.50 | \$2901 |
|  |  |  |  |  |  |  |  |  |  |  |  |
| 90 |  |  |  |  |  |  |  | Subtotals | \$9,271. 21 | \$3,090 40 | \$5,180.80 |
| 91 |  |  |  |  |  |  |  |  |  |  |  |
| 92 |  |  |  |  |  |  |  | in Potential Refun | iit, if Paid by | Fairmount | \$12,678.96 |




|  |  |  |  |  |  |  |  | I |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  | $\begin{array}{cc}\text { Hypothetical Application of Interest to Lien } \\ \text { Billing Periods } & \mathbf{1 . 5 0 \%}\end{array}$ |  |  | Amounts Difference |
|  | \# | Owner | Docket | Lien Date | Amount | Len Status | Lien Status Details |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  | Prior Hearing Exhibit (As Updated) |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  | 2 | Marshall Square/SBG | 100531543 | May 13, 2010 | \$9,048.19 | Vacated | July 30. 2010 | 260 | 537628 | \$125.43 | \$250.85 |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  | 4 | Marshall Square | 111231525 | December 30, 2011 | \$15700 | Vacated | March 23, 2012 | 280 | 56.59 | \$2 20 | \$4.40 |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  | 6 | Marshali Square | 120332031 | March 24.2012 | \$11,408.93 | Vacritod | March 29, 2012 | 9.17 | 52852 | 5951 | 51901 |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  | Subtotats | \$41140 | \$137.13 | \$274 28 |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  | Additio | Liens (July 23, 2014 to | tober 4, 2022) |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | Marshall Square | None | None |  |  |  |  | 5000 | 50.00 | 50.00 |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  | Subtotals | \$0.00 | 50.00 | \$0.00 |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  | Max | mum Potential Refun | redit, If Paid by | Mars | all Square | \$274.26 |


|  |  |  |  |  | . |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  | Hypothetical Application of interest to Lien Amounts |  |  |  |
|  | * | Owner | Docket | Lien Date | Amount | Lien Status | Lien Status Details | Hypoth | 1.50\% | 0.50\% | Difference |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  | Prior Hearing Exhibit (As Updated) |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  | 20 | Oak Lane | 120831113. | Augusi 15, 2012 | \$1,945 54 | Vacaterd | December 18, 2012 | $+17$ | \$12160 | \$40.53 | \$81.06 |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  | Subtotals | \$121.60 | 54053 | 581.06 |
|  |  |  |  |  |  |  |  |  |  |  |  |
| - | Additional Liens (August 29, 2012 to October 4, 2022) |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  | 24 | Oak Lane | 130631730 | June 18, 2013 | \$5,625,49 | Vacaled | June 10, 2014 | 1190 | \$1.004 15 | \$334 72 | \$669 43 |
| - |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  | 27 | Oak Lane | 131031098 | Oclober 19, 2013 | 54,633,89 | Vacalors | June 11. 2014 | 733 | \$54448 | 5181.49 | 5362.99 |
|  | 28 | Oak Lane | 131231368 | December 30, 2013 | \$1,763.43 | Vicaterd | June 11, 2014 | 513 | \$143.72 | \$47.91 | 59581 |
|  | 29 | Oak Lane | 140331377 | March 22.2014 | \$7.494 07 | yacated | June 11, 2014 | 270 | 530351 | \$101.17 | 5202,34 |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  | Subtotals | \$1,995 86 | \$665 29 | \$1,330.57 |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  | Maximum Potential Refund/Credit, If Paid by |  |  | Oak Lane | 51,411.64 |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  | Limitalions Period for 2015 Complaint - June 9, 2012 to |  |  | November 1. 2022 |  | \$1,411 64 |
|  |  |  |  |  |  |  | (inctudes Liens | Prior Hearing Ex | Dits, it Applicable) |  |  |

Oak Lane
Page 9 of 10

|  |  |  |  |  |  |  |  |  |  | . |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  | Hypothetical Application of interest to Lien Amounts |  |  |  |
|  | \# | Owner | Docket | Lion Date | Amount | Lien Status | Lien Status Details | Billing Periods | 1.50\% | 0.50\% | Difference |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  | Prior Hearing Exhibit (As Updated) |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  | 1 | Simon Garden | 100130873 | January 22, 2010 | \$38,493,85 | Vacuted | October 7. 2011 | 26. 17 | \$11,990 83 | \$3,996 94 | 57.993.89 |
|  | 2 | Ṡımon Garden | 100130871 | January 22, 2010 | \$38,49386 | Vacatait | Augusi 20, 2010 | 7.90 | \$4,041.86 | \$1,347, 29 | \$2,694.57 |
|  | 3 | Simon Garden | 100130875 | January 22, 2010 | \$99,384.21 | Vatatod | October 7. 2011 | 2177 | \$30,958 18 | \$10.319.39 | \$20.838.79 |
|  | 4 | Simon Garden | 100130876 | January 22, 2010 | \$99,384.21 | Vacatait | August 20, 2010 | 7 T | \$10.435 34 | \$3,478.45 | \$6,955 89 |
|  | 5 | Simon Garden | 100531541 | May 14, 2010 | \$75,963 05 | Vacatuct | Augusi 4, 2011 | 1490 | \$16.978.86 | \$5.659 62 | \$11,31924 |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  | 8 | Simon Garden | 100632366 | June 19,2010 | \$75,968.05 | Vecated | August 20, 2010 | 2.07 | \$2,35501. | \$78500 | \$157001 |
|  | 9 | Simon Garden | 100632368 | June 19, 2010 | \$82,896.78 | Vazated | August 20, 2010 | 2.27 | \$2.569.80 | \$85660 | \$1.713.20 |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  | Subtotals | \$79,329.88 | \$26.443.29 | 352886.59 |
|  |  |  |  |  |  |  |  |  |  |  |  |
| - Additional Liens (July 10, 2012 to October 4, 2022) |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  | Subtotats | \$0.00 | 50.00 | \$0.00 |
|  |  |  |  |  |  |  | Maxim | $n$ Potential Refur | dit, if Paid by | 0 | \$52,886.59 |

## VERIFICATION

I, Bernard L. Cummings, hereby state that I am the Vice President, Customer Service and Collection of Philadelphia Gas Works. I hereby verify that the facts set forth in my Remand Rebuttal Testimony, PGW Remand Rebuttal St. No. 1-R, are true and correct to the best of my knowledge, information and belief. I understand that the statements herein are made subject to the penalties of 18 Pa . C.S. $\S 4904$ (relating to unsworn falsification to authorities).

February 7, 2023
Dated


# SUPPLEMENTAL REMAND REBUTTAL TESTIMONY OF 

## BERNARD L. CUMMINGS

## ON BEHALF OF PHILADELPHIA GAS WORKS

SBG Management Services, Inc. et al v. Philadelphia Gas Works Docket No. C-2012-2304324 et al.

April 24, 2023

## TABLE OF CONTENTS

I. INTRODUCTION ..... 1
II. BACKGROUND ..... 2
III. PERFECTED LIENS ..... 2
PGW DISPUTES THE INCLUSION OF VACATED LIENS IN PERFECTED LIENRECALCULATIONS2
IV. CONCLUSION. ..... 6

| List of Exhibits |  |
| :--- | :--- |
| BLC-12 | Outstanding Account Balances (March 31, 2023) |

## 1 I. INTRODUCTION

Q. PLEASE STATE YOUR NAME AND CURRENT POSITION WITH PGW.
A. My name is Bernard Cummings and I am the Vice President, Customer Service and Collections, at Philadelphia Gas Works ("PGW" or "Company").
Q. ARE YOU THE SAME BERNARD CUMMINGS THAT PROVIDED REMAND DIRECT TESTIMONY ON OCTOBER 31, 2022 AND REMAND REBUTTAL TESTIMONY ON FEBRUARY 7, 2023 IN THIS MATTER?
A. Yes.
Q. WHAT IS THE PURPOSE OF YOUR SUPPLEMENTAL REMAND REBUTTAL TESTIMONY IN THIS PROCEEDING?
A. The purpose of my supplemental remand rebuttal testimony is to update my prior testimony regarding current outstanding account balances and to address SBG`s responses to PGW Set II discovery, which SBG served at 11:22 PM on Friday, April 21, 2023.
Q. PLEASE IDENTIFY THE EXHIBITS THAT ACCOMPANY YOUR TESTIMONY.
A. The following exhibits accompany my testimony:

| Outstanding Debt |  |
| :--- | :--- |
| BLC-12 | Outstanding Account Balances (March 31, 2023) |

Q. WERE THOSE EXHIBITS PREPARED BY YOU OR UNDER YOUR DIRECTION AND SUPERVISION?
A. Yes,

## Q. WHAT ARE THE COMPLAINANTS' CURRENT BALANCES ON THEIR PGW ACCOUNTS?

A. As shown in Exhibit BLC-12, there is an outstanding balance of $\$ 1,128,607.43$ owed to PGW across the Complainants` accounts as of April 18, 2023, which is less than the balance owed in February 2023. Below is a tabulation of the outstanding account balance by property owner:

| SBG Entity | Balance owed on PGW accounts |
| :--- | :--- |
| Colonial Garden Realty Co., LP | $\$ 3,995.05$ |
| Elrae Garden Realty Co., LP | $\$ 179.54$ |
| Fairmount Manor Realty Co., LP | $\$ 239,496.46$ |
| Fern Rock Realty Co., LP | $\$ 615,191.48$ |
| Marchwood Realty Co., LP | $\$ 44,351.87$ |
| Marshall Square Realty Co., LP | $\$ 91,960.11$ |
| Oak Lane Court Realty Co., LP | $\$ 57,602.33$ |
| Simon Garden Realty Co., LP | $\$ 75,830.59$ |
| TOTAL BALANCE SBG OWES TO <br> PGW AS OF APRIL $\mathbf{1 8 , 2 0 2 3}$ | $\mathbf{\$ 1 , 1 2 8 , 6 0 7 . 4 3}$ |

## VACATED LIENS

## PGW DISPUTES THE INCLUSION OF VACATED LIENS IN PERFECTED LIEN RECALCULATIONS

Q. IN YOUR REMAND REBUTTAL TESTIMONY, YOU RESERVED THE RIGHT TO CLARIFY YOUR TESTIMONY BASED ON THE ANSWERS THAT SBG PROVIDED TO PGW-ISSUED INTERROGATORIES, SET II, ON FEBRUARY 1, 2023. IS THAT CORRECT?
A. Yes. My remand rebuttal testimony at page 16, lines 1-4, noted that PGW issued interrogatories requesting that SBG identify and substantiate its claims regarding vacated
liens. As responses were not available as of my February 7 rebuttal testimony, I reserved the right to clarify my testimony based on any answer SBG provided to PGW Set II.

## Q. DID SBG PROVIDE ANSWERS TO THOSE INTERROGATORIES?

A. It is my understanding that SBG was ordered by Judge Vero to provide full and complete answers to PGW Set II before 4:30 PM on Friday, April 21, 2023, and SBG served late, unverified responses at 11:22 PM on Friday, April 21, 2023.

## Q. DID THE DISCOVERY RESPONSES FROM SBG CHANGE YOUR CONCLUSIONS REGARDING INCLUDING VACATED LIENS IN THE PERFECTED LIEN RECALCULATIONS?

A. Only for two, limited examples on liens for debts owed in the accounts for Elrae and Oak Lane. For Elrae and Oak Lane, PGW is willing to treat the below-described liens the same as satisfied liens for purposes of refund calculations.

Regarding Elrae, SBG noted that liens were satisfied on August 22-23, 2013. SBG also noted that four liens (Elrae Liens Nos. 84 to 87) were vacated on August 30, 2013. But, SBG did not show how the transaction paid interest (\$859.48) on the four vacated liens to justify the asserted refund of $\$ 572.99$. In a second example involving Elrae, SBG also provided details on transactions involving Elrae (Sale, September 7, 2015). SBG also noted that three liens (Elrae Liens Nos. 30, 34, 35) were vacated on September 10, 2015. But, SBG did not show how the transaction paid interest (of $\$ 7,150.01$ ) on the four vacated liens to justify the asserted refund of $\$ 4,766.67$. But, PGW is willing to treat the above-described seven vacated liens regarding Elrae the same as satisfied liens to give SBG's position, which PGW still disputes, the benefit of the doubt and to narrow the issues. This will result in an additional refund of $\$ 5,339.66$ for Elrae.

SBG's discovery response also provided details on transactions involving Oak Lane (refinancing, June 10, 2014). For Oak Lane, SBG noted that a lien was satisfied on June 10, 2014. SBG also noted that four liens (Oak Lane Liens Nos. 24, 27-29) were vacated on June 10-11, 2014. But, SBG did not show how the transaction paid interest (of $\$ 1,995.86$ ) on the four vacated liens to justify the asserted refund of $\$ 1,330.57$. But, PGW is willing to treat the above-described four vacated liens regarding Oak Lane the same as satisfied liens, again to give SBG`s position, which PGW still disputes, the benefit of the doubt and to narrow the issues. This will result in an additional refund of $\$ 1,330.57$ for Oak Lane.

## Q. OTHER THAN ELRAE AND OAK LANE, HAVE YOU CHANGED YOUR CONCLUSIONS REGARDING GENERALLY INCLUDING VACATED LIENS IN PERFECTED LIEN RECALCULATIONS?

A. No. SBG's claims that it is owed a refund of interest paid on vacated liens against property owned by Colonial Gardens, Marshall Square, Simon Garden, Marchwood, Fern Rock and Marchwood has not been supported by SBG's testimony or the discovery response of April $21^{\text {st }}$. SBG should not be given a windfall by the Commission on interest amounts that SBG cannot prove that they paid or prove some relation similar to Elrae and Oak Lane discussed above. Such a windfall, if granted, would ultimately be paid by PGW's existing ratepayers as PGW is a cash-basis utility, which is not a reasonable outcome where SBG cannot substantiate its claims or offer sufficient evidence.

I already refuted the main example provided by SBG in Mr. Hanson's Direct Testimony. In that example regarding Colonial Gardens, one lien was vacated (on August 4, 2011) before the closing on a transaction (on August 31, 2011) and payment (on November 5,
2011). Importantly, the discovery response did not show that SBG paid interest on that vacated lien. Any payments in this situation would have been towards the underlying debt owed on the account.

Another example provided in the discovery response related to a lien that was filed after an SBG entity real estate transaction. In that example regarding Marshall Square, the closing on a transaction was on December 28, 2011 and a lien was filed by PGW on December 30, 2011. That lien that was vacated on and March 23, 2012. A subsequent lien was filed on March 24, 2012 that was vacated on March 29, 2012. The discovery response did not show that SBG paid interest on either of those vacated liens. In addition, nothing in SBG's discovery response shows that the amount subject to the lien file on March 24, 2012 was for amounts that were unpaid as of December 28, 2011. Any payments in this situation would have been towards the underlying debt owed on the account.

Another example in SBG`s discovery response provided details on transactions involving Simon Garden (refinancing, July 10, 2012) and Marchwood (refinancing, November 8, 2012). But, the discovery response did not relate those transactions to any vacated liens. So, SBG has nothing to show that SBG paid any amount of interest on any vacated liens.

For Fern Rock, SBG noted that a lien (Fern Rock No. 7) was satisfied on March 26, 2014. SBG also noted that 27 other liens were vacated on May 14, 2014. The discovery response did not relate the vacating of those liens to transactions or payments. So, again, SBG has nothing to show that SBG paid any amount of interest on those 48 vacated liens.

11IV. CONCLUSION TESTIMONY? you.

Lastly, regarding Fairmount, SBG noted that 77 liens were satisfied on April 10-11, 2012. SBG also noted that 39 other liens were vacated on April 17, 2014. The discovery response did not relate the vacating of those liens to transactions or payments. So, SBG has nothing to show that SBG paid any amount of interest on those 48 vacated liens.

I would note that there are 128 vacated liens. The discovery response of April $21^{\text {st }}$ only attempted to address 80 of the 128 liens. It said nothing about the remaining 48 of the vacated liens. I do not understand why Mr. Hanson included claims for all 128 vacated liens in his Direct Testimony, since SBG did nothing to show that SBG paid any amount of principle or interest on those 48 vacated liens.
Q. DOES THAT COMPLETE YOUR REMAND SUPPLEMENTAL REBUTTAL
A. Yes. However, I reserve the right to offer further supplemental rebuttal testimony. Thank

## Exhibit BLC-12

PGW Remand Direct PGW Remand Rebuttal
BLC-3

BLC-6

PGW Supplemental Remand
Rebuttal
BLC-12

| Service Address | Account Number |  | Balance October 2022 |  | $\begin{gathered} \text { Balance } \\ \text { as of } 2 / 28 / 23 \\ \hline \end{gathered}$ | $\begin{gathered} \text { Balance } \\ \text { as of } 4 / 18 / 23 \\ \hline \end{gathered}$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 1623 W CHELTEN AVE Apt A PHIL, PA 191263519 | 101551535 | \$ | 10,822.92 | \$ | 18,47724 | 20,979.62 |
| 1623 W CHELTEN AVE Apt B PHil. PA 191263519 | 981038102 | 5 | 28,707,04 | \$ | 34,217 11 | \$36,622.71 |
| 3608 SPRING GARDEN ST Apt M1 PHIL, PA 191042361 | 227745786 | \$ |  | \$ | 3,074.98 | 50.00 |
| 3610 SPRING GARDEN ST Apt M1 PHIL. PA 191042391 | 608367105 | 5 | 179.54 | \$ | 17954 | \$179.54 |
| 5425-7 WAYNE AVE Apt M1 PHIL, PA 19144 | 102885772 | \$ | - | \$ | 3,220.46 | \$3,030,07 |
| 5425-7 WAYNE AVE Apt M1 PHIL, PA 19144 | 6128000245 | 5 |  | \$ | 964.98 | \$964.98 |
| 5425-7 WAYNE AVE Apt M2 PHIL. PA 19144 | 102885772 |  |  | \$ | 2.996.09 | \$2.788.32 |
| 5515 WIS5AHICKON AVE Apt PRL A PHIL, PA 19144 | 5128000237 | 5 | 40.160 .23 | 5 | 19,777.23 | \$20,113.19 |
| 5515 WISSAHICKON AVE ADt PRL A PHIL, PA 19144 | 5128000237 |  |  | \$ | 20,697.03 | \$21,450.36 |
| 606 MARS HALI ST Apt BLDG A PHIL, PA 191233500 | 736586029 | \$ | 18,688 69 | \$ | 17,032.53 | \$17,032 53 |
| 615 N 7TH S I Apt BLDG G PHIL, PA 191233455 | 25088422 | 5 | 18,849 97 | \$ | 20,825.30 | \$18,849,97 |
| 620 N MARSHALL ST Apt BLDG B PHIL, PA 191233445 | 664719425 | 5 | 20,377 68 | \$ | 20,377 68 | \$20,37768 |
| 625 N 7TH ST Apt BLDG F PHIL, PA 191233456 | 612167092 | \$ | 18,593 10 | \$ | 18,593.10 | \$18,593 10 |
| 627 N MARSHALL S1 Apt BLDG J PHiL, PA 191232805 | 333870431 | 5 | 27.309.19 | \$ | 27,309 19 | \$27,309,19 |
| 628 N MARSHALL ST Apt BLDG C PHiL, PA 191233446 | 75710860 | \$ | 27,014.47 | \$ | 27,014,47 | 527,014.47 |
| 634 N MARSHALL ST Apt BLOG H PHIL, PA 191233411 | 89533358 | \$ | 19,071 80 | \$ | 29,071.80 | \$19.071.80 |
| 634 N MARSHALL ST Apt H12 PHIL, PA 191233411 | 736586029 |  |  | \$ | 32.48 | \$32.48 |
| 634 N MARSHALL ST Apt H1.2 PHIL, PA 191233411 | 736586029 |  |  | \$ | 11.67 | \$1167 |
| 634 N MARSHALL S7 Apt H2 PHIL, PA 191233411 | 736586029 | \$ | 18,688 69 | \$ | 351 | \$351 |
| 634 N MARSHALL 5T Apt H8 PHIL, PA 191233411 | 736586029 |  |  | \$ | 1,102 30 | \$1,102.30 |
| 639 N 7TH ST Apt BLDG E PHIL, PA 191233400 | 973.122001 | \$ | 19,95648 | \$ | 29,95648 | \$19.95648 |
| 640 N MARSHALL ST Apt BLDG D PHIL, PA 191232710 | 355139832 | 5 | 31.320 .37 | \$ | 31,320 37 | \$31,320.37 |
| 641 N MARSHALL SI Apt BLDG I PHIL, PA 191232709 | 677180766 | 5 | 28,593 36 | 5 | 28,593.36 | \$28.593.36 |
| 641 N MARSHALL ST Apt I11 PHIL. PA 191232709 | 736586029 |  |  | \$ | 37389 | \$373.89 |
| 641 N MARSHALL ST Apt 12 PHIL, PA $191232 \% 09$ | 736586029 | 5 | 18,688 69 | 5 | 25.23 | 52523 |
| 641 N MARSHALL ST ADI J4 PHIL, PA 191232709 | 736586029 |  |  | \$ | 10708 | \$107.08 |
| 704 N MARSHALL ST PHIL, PA 191232710 | 156030558 | \$ | 9,721 35 | \$ | 9.72135 | \$9.72135 |
| 6731 MUSGRAVE ST APT A PHIL, PA 191192168 | 539547187 | 5 | 39.94972 | 5 | 13,613 56 | \$17.098.23 |
| 6731 MUSGRAVE ST ADt B PHIL, PA 191192168 | 539547187 | \$ | - | \$ | 47,393.60 | \$58,732.36 |
| 844 N GTH ST Apt 46 PHIL, PA 191232125 | 373007503 | 5 | 35,395 90 | 5 | 40,790,21 | \$44,119.88 |
| 845 N 7TH ST PHIL. PA 191232008 | 323900622 | \$ | 37,209.19 | \$ | 43,723.99 | \$47,840 23 |
| 920.932 W GODFREY AVE Apt AWH PHIL, PA 191410000 | 719354604 | 5 | 295,447.53 | 5 | 172,812.08 | \$147,96757 |
| 920-932 W GODFREY AVE Apt HH PHIL, PA 191413805 | 253720512 | 5 | 308,184, 13 | 5 | 317,819.58 | \$324,673,60 |
| 934-938 W GODFREY AVE ADt AWH PHIL, PA 191410000 | 719354604 | 5 | 295,44753. | 5 | 139,589.64 | \$86,843.14 |
| 934-938 W GODFREY AVE Apt HH PHIL, PA 191410000 | 23444792 | 5 | 55,707.17 | \$ | 55,707.17 | \$55,707.17 |
|  |  | \$ | 1,424,084 74 | \$ | 1,176,526.28 | 1,128,607.43 |

57,002,33 Oak Lane
\$179.54 Elrae
\$3,995 05 Coionial
$\$ 44,351.87$ Marchwood
$\$ 239,49646$ Fairmount
\$75,830.59 Simon
\$91,960 11 Marshall
\$615,191.48 Fern Rock

## VERIFICATION

I, Bernard L. Cummings, hereby state that I am the Vice President, Customer Service and Collection of Philadelphia Gas Works. I hereby verify that the facts set forth in my Supplemental Remand Rebuttal Testimony, PGW Remand Rebuttal St. No. 1-SR, are true and correct to the best of my knowledge, information and belief. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

April 24, 2023
Dated



[^0]:    'Services provided in this matter were performed in accordance with the Statement on Standards for Consulting Services promulgated by the American Institute of Certified Public Accountants and, accordingly, do not constitute a rendering by Grant Thornton or its partners or staff of any legal advice.

[^1]:    ${ }^{2}$ See $66 \mathrm{~Pa}, \mathrm{C} . S . A, \S 1312(\mathrm{a})$ (allowing refund amounts to include "interest at the legal rate from the date of each such excessive payment").

[^2]:    ${ }^{3}$ Remand Direct Testimony of Bernard L. Cummings, October 31, 2022, page 5.
    $+S_{e e} 66 \mathrm{~Pa}$. C.S.A. $\S 1312(\mathrm{a})$ (granting the Commission authority "to refund the amount of any excess paid by any patron, in consequence of such unlawful collection, within four years prior to the date of the filing of the complaint"). In reviewing partial payments previously for Elrae Garden, Fairmount Manor and Marshall Square, the Commission considered payments made within the four-year statute of limitations period prior to the commencement of the complaints on May 11, 2012. See SBG Management Senices, Inc., et al u PGIW, Docket Nos. C-2012-2304167, C-20122304215, C-2012-2304303, Opinion and Order (dated September 20, 2018) (Link: hitps://www.puc.pa.pov/pedocs/1586418.docs). In reviewing partial payments previously for Colonial Garden and Simon Garden, the Commission considered payments also made within the limitations period prior to the commencement of the complaints on May 11, 2012. See SBG Management Services, Inc, et aL. u. PGIV, Docket Nos. C-2012-2304183, C-2012-2304324, Opinion and Order, at 45 n. 19 (dated December 8, 2016 (Link: https://www.pucpagay/prdocs/1491938.docy). (noting, "that portion of the consolidated Complaints concerning late payment charges assessed prior to May of 2009 was dismissed due to the running of the statute of limitations").
    ${ }^{5}$ See 66 Pa. C.S.A. § 1312(a); see SBG Management Senices, Int, et al. ı. PGIF, Docket Nos. C-2012-2304167, C-2012-2304215, C-2012-2304303, Opinion and Order (dated September 20, 2018) (Link: https://www.puc.pasov/petocs/1586418.docs); SBG Management Senires, Inc., et ah u. PGIV, Docket Nos. C-2012-2304183, C-2012-2304324, Opinion and Order, at 45 n. 19 (dated December 8, 2016 (Link: https://www.put.pigov/pedocs/ 149193s,docx). (noting, "that portion of the consolidated Complaints concerning late payment charges assessed prior to May of 2009 was dismissed due to the running of the statute of limitations").

[^3]:    ${ }^{6}$ See $66 \mathrm{~Pa} . \mathrm{C} . \mathrm{S} . \mathrm{A} . \S 1312(\mathbf{a})$

[^4]:    ${ }^{7}$ For example, a settlement summary for the Colonial Garden property at 5427 Wayne Avenue was dated August 31, 2011 and reflected $\$ 365,000$ to be set aside for obligations to PGW. There were $\$ 66,062$ in liens on the property with a status of vacated on August 4, 2011. An additional $\$ 244,745$ reflected a status of satisfied in November 2011, a total of $\$ 310,807$ in liens removed from the property.

[^5]:    ${ }^{\text {- See }} 66$ Pa. C.S.A. § 1312(a)

[^6]:    A Both of these properties had billing histories that were limited to recent periods and limited, short duration gas balances. It was evident that recalculation using the FIFO partial payment would result in no difference in late payment charges and thus no detailed calculations were performed.
    ${ }^{\text {B }}$ Certain of the recalculations resulted in slightly higher late payment charges than those originally billed. The small negative pre-judgment interest amount is a result of these recalculations and their earlier timing within the billing history.

[^7]:    ${ }^{1}$ Services provided in this matter were performed in accordance with the Statement on Standards for Consulting Services promulgated by the American Institute of Certified Public Accountants and, accordingly, do not constitute a rendering by Grant Thomton or its partners or staff of any legal advice.

[^8]:    2 https://www.phila.gov/departments/office-of-property-assessment
    $3 \quad$ https://file.dos.pa.gov/

[^9]:    https://www.puc.pa.gov/pedocs/1735776.pdf
    https://www.puc.pa.gov/pedocs/1760337.pdf
    https://www.puc.pa.gov/pedocs/1625692.docx. https://www.puc.pa.gov/pedocs/1615821.pdf https://www.puc.pa.gov/pedocs/1653635.pdf

[^10]:    No Partial Payments applieaple before PGW's January 24, 2020 system change.

[^11]:    Elrae Garden
    age 6 of 16

[^12]:    Faimnount
    Page 11 of 16

[^13]:    Marchwood
    Page 13 or 16

[^14]:    1 PGW notes that Exhibit CEH-1 contains errors regarding the subtotal of "Recalculated LPC" and "Difference, Credit Due" for Simon Garden, since only two of the four data files were added together to determine those subtotals. Those errors impact the total for all of the SBG entities. The correct totals should be $\$ 1,147,638.12$ (as opposed to $\$ 1,025,565.89$ ) for the "Recalculated LPC" and $\$ 87,590.83$ (as opposed to $\$ 87,192.77$ ) for the "Difference, Credit Due." That being said, for ease of reference, I will continue to refer to $\$ 82,192.77$ since that number appears in SBG's Remand Direct and Exhibit CEH-1.
    2 I am using the phrase "§ 1312 Interest" to refer to the award of interest under 66 Pa C.S. § 1312.

[^15]:    ${ }^{4}$ SBG Management Services, Inc./ Colonial Garden Realty Co., L.P. and SBG Management Services, Inc./Simon Garden Realty Co., L.P., Docket Nos. C-2012-2304183 \& C-2012-2304324, Opinion and Order (Order dated December 8, 2016)(Link: htıps://ıww.puc.pa.gon/pcdocs/1491938.docx).
    5 SBG Management Services, Inc./Elrea Garden Realty Co., L.P., SBG Management Services, Inc./Fairmount Manor Realty Co., L.P., and SBG Management Services, Inc./Marshall Square Realty Co., L.P., Docket Nos. C-2012-2304167, C-2012-2304215 \& C-2012-2304303, Opinion and Order (Order dated September 20,2018)(Link: hups://wivw.puc.paigov/padocs/1586418.docx).

[^16]:    $6 \quad$ PGW Remand Direct St. No. 1 at 5-7.
    $7 \quad$ PA PUC v. PGW, Docket No. R-2017-2586783, Opinion and Order (Order entered June 28, 2019)(Order approving, among other things a Joint Petition for Settlement dated April 17, 20197)("2019 Settlement")

[^17]:    8

[^18]:    9 PGW Remand Direct at 10; Exhibit BLC-1. Exhibit BLC-9.

[^19]:    11 Exhibit BLC-8.
    Exhibit BLC-8.
    Exhibit BLC-9.
    This is an estimate. It adds about $\$ 365$ to PGW's calculation of § 1312 Interest shown on Exhibit BLC-9. Exhibit BLC-5.
    On behalf of SBG, Mr. Hanson did not identify any new (or additional) perfected liens.
    Elrae Garden, Lien 1 (filed December 7, 2007) and Fairmont, Lien 1 (filed December 7, 2007). See Exhibit BLC-5; Exhibit CEH-1.

[^20]:    18 Fairmount Lien 147, 148 and 155; and, Oak Lane, Liens 2 and 11. See Exhibit BLC-5; Exhibit CEH-1.
    19 Fairmount, Lien 92 (closed September 22, 2021), Liens 149 and 150 (closed September 22, 2021) and Liens 152 to 154 (closed, September 22, 2021); and, Fern Rock, Lien 42 (closed, May 15, 2020). See Exhibit BLC5; Exhibit CEH-1.
    20 hups:/hwn puc.pagov/pedocs 1768069 docs.

[^21]:    hups:/hrivir.puc. pa.gov/pedocs/1390456, doc.:
    hups://www.puc.pa.gov/podocs/1756094.pdi.
    hitpe:/isww puc.pa.gov/pedece/1412759.doce:
    hups://www puc pagov/pedocs/ 1756074 .pdi.

[^22]:    Elrae Garden
    Page 4 of 13

