

**PENNSYLVANIA PUBLIC UTILITY COMMISSION
HARRISBURG, PENNSYLVANIA 17120**

**Kisha Dorsey
v.
Philadelphia Gas Works**

**Public Meeting October 31, 2013
2313679-ALJ
Docket No. F-2012-2313679**

**MOTION OF
VICE CHAIRMAN JOHN F. COLEMAN, JR.**

Before the Commission for disposition is an Initial Decision (ID) denying the customer's request for a payment agreement on the portion of her account balance that is subject to Customer Assistance Program (CAP) rates but granting the customer's request for a payment agreement on the portion of her account balance that is not subject to CAP rates.¹ As of the date of the hearing, the Complainant's account balance with PGW was \$6,737.08, which included \$1,042.92 in CAP/CRP arrearages. The Complainant's arrearage is "mixed" in that it includes both CAP and non-CAP amounts.

For the reasons set forth at pages 6-7 of the ID, I agree with denying the Complainant's request for a payment agreement for the CAP/CRP portion of her arrearages. However, I do not agree with giving the Complainant, who has a troubled payment history, a payment agreement for the non-CAP/CRP portion of her arrearages.

Recently, in *Susan Hewitt v. PECO Energy Company*, Docket No. F-2011-2273271 (Order entered September 12, 2013) (*Hewitt*), the Commission addressed whether we have authority under Section 1405(c) of the Public Utility Code to establish a payment agreement for the non-CAP portion of a "mixed" arrearage. In *Hewitt*, we concluded that the Commission has such authority. However, we declined to establish a payment agreement in that case, based on Ms. Hewitt's poor payment history and her inability to keep prior Company-issued payment agreements. *Hewitt* at 10.

Here, we also must decide whether to exercise our authority and issue a payment agreement to Ms. Dorsey for the non-CAP portion of a "mixed" arrearage. I do not believe that the Commission should issue a payment agreement here, given the Complainant's poor payment history and her inability to keep prior payment agreements with PGW. While enrolled in PGW's CRP from December 2008 to July 2011, the Complainant made only sporadic payments. PGW Exhibit 1. Moreover, since being removed from PGW's CRP in July 2011, the Complainant defaulted on two company-issued payment agreements providing her with 59 and 60 months respectively to pay her past due balance. PGW Exhibit 3. I note that as of the hearing date in May 2013, the last payment made by the Complainant to PGW was on October 3, 2011, which was approximately 18 months before the hearing.² PGW Exhibit 1.

¹ PGW's CAP is called the Customer Responsibility Program (CRP).

² In 2012, a total of \$870 in LIHEAP assistance was credited to Complainant's account. PGW Exhibits 1, 5.

THEREFORE, I move that:

1. The Initial Decision be modified, consistent with this Motion.
2. The Commission's Office of Special Assistants draft an appropriate Order consistent with this Motion.

Date: October 31, 2013



**JOHN F. COLEMAN, JR.
VICE CHAIRMAN**