



PHILADELPHIA GAS WORKS

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April 29, 2014

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

Re: Joy Turner v. PGW, Docket No. C-2013-2388319

Dear Secretary Chiavetta:

Pursuant to 52 Pa. Code §5.61, the Philadelphia Gas Works ("PGW") hereby files the original of its Exceptions to the Initial Decision issued April 3, 2014, in the above captioned matter.

If additional information is required, please do not hesitate to contact me. Thank you for your assistance in the matter.

Sincerely,


Graciela C. Christlieb, Esq.

Enclosure

cc: Joy Turner (Regular Mail)
Tiffany Higgins (PGW Mail)
Linda Pereira

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

JOY TURNER,	:		
Complainant		:	
		:	
v.		:	C – 2013 – 2388319
		:	
PHILADELPHIA GAS WORKS,		:	
Respondent		:	

**EXCEPTIONS OF
PHILADELPHIA GAS WORKS TO THE INITIAL DECISION**

Pursuant to 52 Pa. Code §5.533, and the Secretary’s letter dated April 9, 2014 in the above captioned matter, the Respondent the Philadelphia Gas Works (PGW) hereby files its Exceptions to the Initial Decision issued on April 3, 2014.

I. Introduction

On or about October 15, 2013, Joy Turner (“Complainant”) filed a formal Complaint against Philadelphia Gas Works (“PGW”) wherein she requested a payment agreement.

PGW filed an Answer (“Answer”) on or about November 6, 2013 wherein it stated its position that the Complainant is not eligible for a payment agreement as she has a balance of approximately \$13,000 and has not complied with two PGW Customer Responsibility Program (CRP) payment agreements. CRP provides discounted bills for eligible customers.

On January 30, 2014, the hearing was held, as scheduled, in the Philadelphia Regional Office before Administrative Law Judge Darlene Davis Heep. The Complainant appeared and testified on her own behalf; she introduced no exhibits.

Graciela Christlieb, Esquire, represented PGW and presented as a witness Patricia Bernard, PGW Customer Review Unit Officer. Attorney Christlieb introduced five (5) exhibits, which were made part of the record.

On April 3, 2014, the Commission issued the Initial Decision, which held that the

Complainant is eligible for a payment agreement on the non-CRP arrearage (\$6,569.31) of her total account balance (\$13,882.10) under 66 Pa.C.S.A. § 1405 (c) & (d). Accordingly, the Complainant's request was granted in part and denied in part. The April 3, 2014 Order states, in part:

"4. That Joy Turner shall pay Philadelphia Gas Works the regular amount of her bills as they come due plus 1/60th of the arrearage owed on her account, starting with the first monthly bill received after entry of the Commission's Final Order in this case and continuing thereafter on the due date for the payment of each regular monthly bill, until the arrearage on the account has been paid in full."

Pursuant to 52 Pa. Code §5.535, this timely reply follows.

II. Exceptions

1. PGW takes exception to the Commission-issued payment agreement commencing with the first monthly bill received after entry of the Commission's Final Order in this case.

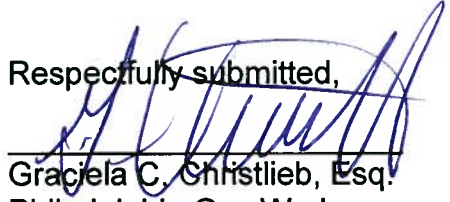
In using the entry of the Commission's Final Order as the triggering event that signals the start of the payment agreement, the Initial Decision fails to address the necessity of the Complainant first making a payment of the CRP arrears. As it stands, the law indicates that in order to benefit from a Commission-issued payment agreement on the non-CAP portion of a balance, the Complainant must first make a one-time payment of the CAP portion of the arrearage as under *Cooper v. PECO Energy Co.*, Docket No. F-2011-2254904 (Order entered August 2, 2012) (*Cooper*). In *Cooper*, one of the first cases to address payment agreements in the case of a "mixed arrearage," the Commission held that the Complainant was entitled to a payment agreement on the non-CAP portion of her mixed arrearage, if she first paid off her CAP arrearage. *Cooper* has become a seminal case on the subject of "mixed arrearage" payment agreements. In fact, *Hewitt v. PECO Energy Co.*, Docket No. F-2011-2273271 (Order entered September 12, 2013) (*Hewitt*), which is heavily relied on in the Initial Decision, cites to *Cooper* to support its holding that the Commission retains the authority to issue a payment arrangement for the non-CAP portion of a mixed arrearage.

III. **Conclusion**

For the foregoing reasons, PGW respectfully requests that the Commission grant PGW's Exceptions and issue a decision holding that the payment agreement outlined in the Initial Decision will commence upon payment of the CRP portion of the Complainant's balance.

April 29, 2014

Respectfully submitted,



Gracela C. Christlieb, Esq.
Philadelphia Gas Works
800 W. Montgomery Avenue
Philadelphia, PA 19122

CERTIFICATE OF SERVICE


I HEREBY CERTIFY THAT I HAVE THIS DAY SERVED A TRUE COPY OF THE FOREGOING DOCUMENT UPON THE PARTICIPANTS LISTED BELOW IN ACCORDANCE WITH THE REQUIREMENTS OF 52 PA CODE § 1.54 (RELATING TO SERVICE BY A PARTICIPANT).

Service List:

For Complainant:

Ms. Joy Turner
4022 Creston Street
Philadelphia, PA 19135

April 29, 2014



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