



**PHILADELPHIA GAS WORKS**

800 West Montgomery Avenue • Philadelphia, PA 19122

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April 17, 2015

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

**Re: Loren Clowden v. PGW, Docket No. C – 2014 – 2442983**

Dear Secretary Chiavetta:

Pursuant to 52 Pa. Code §5.501, and the Order dated April 9, 2015, the Respondent, Philadelphia Gas Works, here files its Response.

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

Sincerely,



**Graciela Christlieb**

Enclosure

cc: Loren Clowden (FedEx)  
Administrative Law Judge Darlene Heep (FedEx)  
Tyra Jackson (PGW Mail)  
Jessica Glace (PGW Mail)

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**Loren Clowden**

**v.**

**Philadelphia Gas Works**

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**Docket No. C - 2014 - 2442983**

**RESPONSE OF  
PHILADELPHIA GAS WORKS**

The Respondent, the Philadelphia Gas Works (PGW), hereby files its Response pursuant to Administrative Law Judge Darlene Heep's Order dated April 9, 2015, that a response be submitted in the above captioned matter.

**I. Statement of Case**

This matter involves gas service in the name of Loren Clowden (the "Complainant") at 5231 Marlowe Street, Philadelphia, Pennsylvania (the "Premises"). The Complainant is requesting a payment arrangement.

The Complaint established gas service at the Premises on December 1, 2012. The account is listed as residential heat and domestic gas usage. The Premises are equipped with a functioning Automatic Meter Reading (AMR) device and the billing is based on actual meter reads.

The Complainant has a history of one broken company issued payment arrangement and one suspended Customer Responsibility Program (CRP) enrollment on the account. The Complainant's CRP was suspended for failure to recertify income eligibility.

On April 28, 2014, PGW terminated the service at the Premises for non-payment. PGW restored the service on April 30, 2014, when the Complainant used his third and final medical certification under the account balance.

On January 22, 2015, an evidentiary hearing was held in this matter. During the hearing, the Complainant presented an Alias Writ of Possession that was issued by the Philadelphia Municipal Court on December 23, 2013, which caused the Complainant to

be evicted. The Complainant testified that he moved back into the Premises after about four months. The Complainant offered no other witnesses or documents as evidence.

At the hearing, PGW was represented by attorney Graciela Christlieb, who offered the testimony of one PGW witnesses – Jessica Glace, and submitted 5 exhibits. Ms. Glace testified that the Complainant was shut off for non-payment on April 28, 2014 and that the last payment the Complainant made to the account was on September 14, 2012. Ms. Glace testified that the Complainant's service was restored with a medical certification on April 30, 2014 and that the Complainant had made no payments to the account since having the service restored. Ms. Glace testified that, as of the date of the hearing, the Complainant had not made any payments to the account in 28 months.

During her testimony, Ms. Glace also testified to what the Complainant's options were regarding payment arrangements and CRP. Ms. Glace testified that, in order to get a new company issued payment arrangement, the Complainant would have to pay 20% of the balance as a down payment (\$678.04); thereafter, the Complainant would be required to pay the budget amount (\$154.00 as of the hearing) plus \$45.00 towards her arrears monthly for a period of 60 months. The budget amount is reviewed quarterly and is subject to change based on rates and usage. Ms. Glace testified that, should the Complainant wish to get back onto CRP, he would have to pay the cure amount (\$1,556.40 as of the hearing).

On April 9, 2015, Administrative Law Judge Darlene Heep issued an Order that PGW is to respond to the following questions:

1. Under what authority does PGW assess CRP charges for a period that a customer does not reside at the service address?
2. Are the PGW down payment requirement and cure amount payment requirement in compliance with the Amended Chapter 14, Section 1404(a.1)?
3. What amount of the balance owed at the time of the hearing is CRP arrearage?

## II. Responses

1. Under what authority does PGW assess CRP charges for a period that a customer does not reside at the service address?

Under 52 Pa.Code § 56.16(a):

“A customer who is about to vacate premises supplied with public utility service or who wishes to have service discontinued shall give at least 7 days notice to the public utility and a noncustomer occupant, specifying the date on which it is desired that service be discontinued. In the absence of a notice, the customer shall be responsible for services rendered. After a reasonable attempt to obtain meter access, if the public utility is not able to access the meter for discontinuance, service shall be discontinued with an estimated meter reading upon which the final bill will be based. The resulting final bill is subject to adjustment once the public utility has obtained an actual meter reading.”

During the evidentiary hearing in this matter, the Complainant failed to testify to any notice provided to PGW that eviction proceedings were underway to remove him from the Premises. There was no testimony that the Complainant ever provided notice to PGW that he had been evicted from the Premises. PGW’s Exhibit 1 (Customer Contacts) shows that the Complainant failed to notify PGW that he was not in the Premises from December 23, 2013 to April 2015. Unaware of any change to the Complainant’s living arrangements, PGW continued to bill him for those 4 months and, under 52 Pa.Code § 56.16(a), the Complainant is responsible for those bills. PGW calculates the CRP cure amount based on the billing; as long as a customer is being billed, they are accumulating a CRP cure amount. As is with the actual bill, the customer is responsible for the CRP cure amount should they want to get back on CRP.

2. Are the PGW down payment requirement and cure amount payment requirement in compliance with the Amended Chapter 14, Section 1404(a.1)?

Amended Chapter 14, Section 1404(a.1) addresses deposits. Neither the CRP cure nor the payment arrangement down payment are deposits. PGW does not collect deposits to enter into CRP or payment arrangements. The Complainant’s gas service is currently on and active, so a deposit is not required for his account. There is nothing in Amended Chapter 14, Section 1404(a.1) that

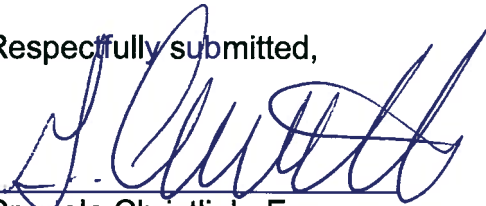
prohibits PGW from assessing a CRP cure amount or a down payment for a payment arrangement, so both are in compliance with that section.

3. What amount of the balance owed at the time of the hearing is CRP arrearage?

At the time of the hearing, the Complainant owed \$622.56 in CRP arrears. As there have no payments made to the account, the amount remains the same.

April 17, 2015

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'G. Christlieb', written over a horizontal line.

Graciela 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**

Loren Clowden  
5231 Marlowe Street  
Philadelphia, PA 19124

April 17, 2015



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