



PHILADELPHIA GAS WORKS

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November 2, 2017

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

Re: Loretta Ferguson v. PGW, Docket No. C-2017-2591174

Dear Secretary Chiavetta:

Pursuant to 52 Pa. Code §5.535, the Philadelphia Gas Works ("PGW") hereby files its reply to the Complainant's Exceptions to the October 2, 2016, Initial Decision in the above captioned matter.

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

Sincerely,


Danielle Leva

Enclosure

cc: Loretta Ferguson (Regular Mail)
Wendy Vacca (PGW Mail)

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Loretta Ferguson

v.

Philadelphia Gas Works

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Docket No. C – 2017 – 2591174

**PHILADELPHIA GAS WORKS'
REPLY TO COMPLAINANT'S EXCEPTIONS**

Pursuant to 52 Pa. Code §5.535, and the Secretary's letter dated October 12, 2017, the Philadelphia Gas Works, ("PGW") hereby files its reply to the Complainant's exceptions to the Initial Decision issued October 2, 2017, in the above captioned matter.

I. INTRODUCTION

On February 21, 2017, Loretta Ferguson ("Complainant" or "Ms. Ferguson") filed a Formal Complaint with the Public Utility Commission ("Commission") against PGW alleging that there are incorrect charges on her bill and that PGW allowed "Ms. Behlin to take responsibility for gas service at 257 S. 60th St without my knowledge or permission.

On March 13, 2017, PGW filed an Answer denying the material allegations of the Complaint. In the Answer, PGW stated that the Complainant has been the owner of 5240 Irving Street in Philadelphia ("Service Address") since 2013 and averred that the service was in the name of someone other than Ms. Ferguson beginning on October 1, 2015 and ending on August 4, 2016, when a PGW representative discovered foreign load at the property. PGW stated that at that time the gas service was placed in the Complainant's name and the balance was transferred to the Complainant per 66 Pa.C.S. § 1529.1.

On May 9, 2017, a hearing was held on this matter before Administrative Law Judge Darlene Heep. The Complainant appeared *pro se*; she testified in support of her Complaint and submitted 10 exhibits that were made part of the record in this matter. PGW presented the testimony of one witness and submitted 5 exhibits that were also made part of the record.

By Secretarial Letter dated October 2, 2017, Judge Heep issued the Initial Decision granting the Complaint in part and dismissing the Complaint in part. Judge Heep found that a foreign load existed at the Service Address from October of 2015 through March of 2016.

The Complainant filed Exceptions to the Initial Decision on or about October 12, 2017. Pursuant to 52 Pa. Code §5.535 and the Secretary's letter dated October 12, 2017, these timely Reply Exceptions follow.

II. PGW'S REPLY TO EXCEPTIONS

The Complainant's Exceptions fail to address any error in fact or law contained in the Initial Decision refuting the conclusion that a foreign load existed at the Service Address from October of 2015 through March of 2016.

Exceptions

The Complainant's Exceptions are a recitation of the arguments that were made by the Complainant at the evidentiary hearing on May 9, 2017.

PGW's Reply

Not only do the Complainant's Exceptions fail to demonstrate that the Initial Decision is unsupported by substantial evidence, her own testimony and exhibits support the Court's holding that there was a foreign load at the Service Address.

During the hearing, the Complainant testified that she is the owner of the Service Address and that she leased it to her daughter and her daughter's business partner in 2014 so that they could run AOK Business Services out of the store front on the first floor.¹ Ms. Ferguson testified that they were renting the whole building and she

¹ Tr., p. 17 & Complainant's Exhibit 2.

assumed one or both of them might also live there.² Ms. Ferguson further testified that after her daughter's business partner left in August of 2015, she and her daughter leased a portion of the Service Address to Selena Behlin ("Ms. Behlin" or "tenant").³ The lease agreement ("agreement") prepared and signed by both the Complainant and her daughter states that Ms. Behlin is to occupy "a apartment with 1 bedrooms and 1 bathrooms, located at 257 south 60th Street, Philadelphia, Pennsylvania 19139 (the "Property"). No other portion of the building wherein the Property is located is included unless expressly provided for in this Agreement."⁴ The agreement makes it clear that the Property is merely a portion of the entire building and that it is the only part Ms. Behlin has access to. In paragraph #3, the agreement names the Complainant's daughter's business, AOK Business Services as the property manager for the Property and lists the business address for AOK Business Services as 257 South 60th Street.⁵ In paragraph #21, the agreement states that the tenant is to pay for all the utilities except for water, garbage, electric, and internet.⁶ The agreement demonstrates that there is a tenant on the second floor who is not permitted access to the rest of the building, a separate business operating in the building, and that the Complainant and her daughter made it a condition that tenant pay for gas service.⁷ It is undisputed that there is only one gas meter in the building.⁸ None of the documents presented by the Complainant contradict the arrangement made in the agreement. Subsequent exhibits show that the tenant complied with putting the gas service in her name, that AOK Business Services was operating out of the Service Address, and that the office portion of the building was "unavailable" to the tenant.⁹

The record in this matter clearly shows that there was a foreign load at the service address as defined in 66 Pa.C.S. § 1529.1 and *Ed P. Drogaris v. UGI Utilities*,

² Tr., p. 17.

³ Id., p.22.

⁴ Complainant's Exhibit 4.

⁵ Id.

⁶ Id.

⁷ Id.

⁸ Tr., p. 7.

⁹ Complainant's Exhibit 5.

Inc., 2011 Pa. PUC LEXIS 1626 (Pa. PUC 2011) and that the charged incurred by the tenant under the foreign load were properly transferred to the Complainant.

III. CONCLUSION

For the reasons stated above, the PGW requests that the Commission deny the Complainant's Exceptions to the Initial Decision and adopt the Initial Decision issued December 16, 2015 in this matter as written.

Respectfully submitted,



November 2, 2017

Graciela C. Christlieb, Esq.
Philadelphia Gas Works
800 W. Montgomery Avenue
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CERTIFICATE OF SERVICE

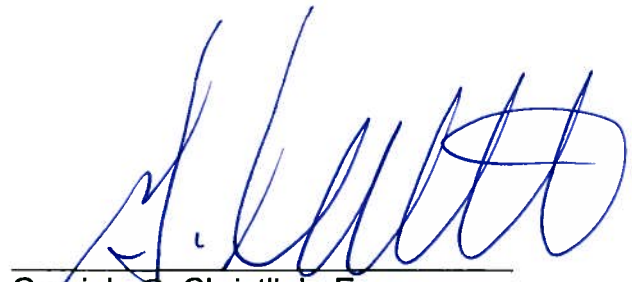
I HEREBY CERTIFY THAT I HAVE THIS DAY SERVED A TRUE COPY OF THE FOREGOING DOCUMENT UPON THE PARTICIPANTS LISTED BELOW, IN ACCORDANCE WITH THE REQUIREMENTS OF 52 PA CODE §1.54 (RELATING TO SERVICE BY A PARTICIPANT).

Service List:

For Complainant:

Ms. Loretta Ferguson
5240 Irving Street
Philadelphia, PA 19139

November 2, 2017



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