

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

**Geraldine Weston  
v.  
Philadelphia Gas Works**

**Public Meeting April 5, 2018  
2524994-ALJ  
Docket No. C-2016-2524994**

**MOTION OF  
COMMISSIONER JOHN F. COLEMAN, JR.**

For disposition is an Initial Decision granting the Formal Complaint of Geraldine Weston against the Philadelphia Gas Works (PGW). The Complainant alleged that PGW had terminated service for amounts owed which included charges that she was not responsible for. The presiding ALJ concluded that that the Complainant was not responsible for the entire outstanding amount and directed PGW to remove a portion of the charges from the total balance for the service address.

The relevant, material facts from the evidentiary record include the following. The Complainant is the owner of the service address at issue. In September of 2014, the Complainant was hospitalized, later discharged to a rehabilitation facility, and has never returned to the service address. At no time did the Complainant or any other authorized party contact PGW to request the termination or suspension of gas service to the service address. PGW continued to provide gas service after the Complainant's hospitalization until it terminated service on July 20, 2015 due to non-payment of the outstanding balance, which had grown to \$6,718 by that time.<sup>1</sup> The portion of the charges from September 2014 through July 24, 2015 was \$1,640.68. All bills are based on actual usage.

The Complainant acknowledged that neither she nor any authorized representative ever contacted PGW to terminate or otherwise suspend her gas service. She stated that she was not able to do so due to her health problems, and that no person has Power of Attorney over her affairs. PGW's witness testified that they would have addressed this issue and the Complainant would have avoided this liability if they had been contacted.<sup>2</sup> The presiding ALJ acknowledged that PGW violated no regulation of the Commission, and made no findings that PGW otherwise violated any order of the Commission or Section 1501 of the Public Utility Code (Code), 66 Pa. C.S. § 1501, which requires that public utility service be safe and reasonable, and provides the Commission with jurisdiction to hear service and billing related complaints.

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<sup>1</sup> The evidentiary record demonstrates that PGW attempted to terminate service for non-payment in August of 2014, prior to the Complainant's illness, but was unable to do so due to the refusal of the occupants to grant access to the property. Tr. at 18-20. Service was terminated in July of 2015 by digging up the service line at the street. The record also showed that, at the time of the hearing, the Complainant was still the owner, but that a cousin was now residing at the property with the Complainant's consent and receiving service from PGW in his own name. Tr. at 49.

<sup>2</sup> Tr. at 53.

Nevertheless, the presiding ALJ concluded that because the Complainant had not, in her view, benefited from PGW's service after she was hospitalized, that the charges associated with this period should be removed from the outstanding balance.

While I sympathize with the personal circumstances of the Complainant, PGW has not violated a regulation or order of the Commission or any provision of the Code in providing service to this customer. In fact, the relevant, controlling regulation, cited by PGW and acknowledged by the ALJ in this case, provides that:

(a) A customer who is about to vacate premises supplied with utility service or who wishes to have service discontinued shall give at least 7 days notice to the 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. If the utility is not, after a reasonable attempt to obtain meter access, 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 utility has obtained an actual meter reading.

52 Pa. Code §56.266 (emphasis added). The Initial Decision also would appear to conflict with Commonwealth Court case precedent that provides that for service related complaints to be sustained, a utility must have been found to have violated its duty to the customer.<sup>3</sup>

The linchpin of the ALJ's analysis was that the customer did not benefit from the service because she was not residing at the service address.<sup>4</sup> Under our regulatory scheme, this fact is not relevant to the merits of the Complaint. As noted above, as no violation has been demonstrated, the Complaint must be dismissed. More generally, the assertion that a customer receives no benefit when they are not physically occupying a service address is simply wrong. The premises in question received gas heating service from PGW during at least one winter. Homes that are not heated during winter are at significant risk of negative consequences, such as ruptured water pipes that can lead structural damage and expensive repairs and restoration. More broadly, under a holding that makes physical occupancy a precondition for the billing of service, a customer of record would not be required to pay for service provided to unleased rental properties, second homes, newly constructed homes for sale, properties that had been condemned as unfit for occupancy, etc.

In closing, I would reiterate that we can all sympathize with Complainants who, due to unforeseen circumstances, incur significant financial liabilities associated with their utility service. It is reasonable to consider whether the Commission can craft remedies that would mitigate the consequences experienced by these customers. However, we are also obligated to consider the larger context associated with each proceeding. The regulation of public utilities includes reciprocal obligations between customers and utilities. Customers, including this Complainant, enjoy various protections and benefits, including notice before termination,

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<sup>3</sup> *West Penn Power Co. v. Pennsylvania Public Utility Comm.*, 478 A.2d 947 (Pa. Cmwlth. 1984).


<sup>4</sup> "While the Complainant is the owner of the Service Address and her name is on the account for utility service, the Complainant has met her burden of demonstrating that she has not benefited from utility service at the Service Address since September 2014." Initial Decision, 7.

universal service programs, and the use of medical certificates. All of these come with costs which are ultimately recovered from other ratepayers. The obligation is therefore not just between utilities and customers, but between customers as well. A reasonable resolution of a case therefore includes a consideration of the larger effect of that decision on other customers. Our statutory scheme and the associated regulations have been crafted to protect that balance and should be adhered to in our decision-making process to ensure that it is preserved.

**THEREFORE, I MOVE THAT:**

1. The Initial Decision is reversed and that the Complaint be dismissed with prejudice, consistent with this Motion.
2. The Office of Special Assistants prepare an Order consistent with this Motion.

**Date: April 5, 2018**



**JOHN F. COLEMAN, JR.**  
**COMMISSIONER**