

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

Cynthia Oduwole

Public Meeting February 28, 2019

3001419-ALJ

v.

Docket No. F-2018-3001419

Philadelphia Gas Works

STATEMENT OF COMMISSIONER JOHN F. COLEMAN, JR.

Before the Commission is the Initial Decision (ID), which sustains, in part, and denies, in part, the above-captioned Formal Complaint against Philadelphia Gas Works (PGW). The Complainant alleges there are incorrect charges on her PGW gas bill and requests a payment arrangement. The ID finds that there was meter tampering and that the Complainant was billed properly for over \$12,000 in unauthorized usage charges. However, the ID grants a Commission payment arrangement for the unpaid charges.

The joint motion first proposes to find that the Complainant is not responsible for the unauthorized usage arising from a theft of service at the service address. I do not agree with this outcome.

There is clear record evidence of meter tampering here. PGW terminated gas service at the relevant address for non-payment in 2011. However, in response to an unbilled usage tip, the record evidence shows that PGW conducted a theft of service investigation almost five years later in February 2016. PGW's investigation found a meter bypass, the gas meter on the floor of the basement, and multiple gas appliances in use at the service address.¹

The record evidence also shows that the Complainant lived at the service address for much of the tampering period and thus, benefitted from the theft of service. The Complainant lived at the service address from March 2005 through mid-2013,² including when service was terminated for non-payment in 2011. After leaving in mid-2013, the Complainant returned to the service address in early 2015 and remained there through 2016,³ including when PGW conducted its theft of service investigation. And, even when the Complainant did not live at the service address during the tampering period, the record shows that she still had continued access to it.⁴ This record evidence clearly shows that the Complainant was connected to the service address during the tampering period.

¹ The appliances included a heater, a hot water heater, and a range. Tr. at 69-73.

² Tr. at 11, 46-47.

³ Tr. at 13.

⁴ The Complainant indicated that she had her own key to the location. Tr. at 51.

The administrative law judge did not find the Complainant's testimony persuasive that she had nothing to do with the meter tampering, and I agree with what amounts to a credibility determination of the presiding officer on this issue. Consequently, I do not believe the Complainant met her burden of proof that she was improperly billed for the unauthorized usage.⁵

By law, a public utility is entitled to receive payment for the service it provides.⁶ Otherwise, unpaid bills are included in the utility's uncollectible expenses, which all remaining customers must pay.⁷ Under the outcome in the joint motion, I am troubled that PGW's remaining customers potentially are on the hook for over \$12,000 in unpaid usage charges.

The joint motion also proposes to reduce the Complainant's approximate \$2,900 account balance that she owes from another prior service location and proposes a 6-year payment arrangement for the arrearage.⁸ The joint motion proposes to reduce the balance by \$383.67 to account for three money orders from February 2017, March 2017, and February 2018 respectively. On this point, the Complainant's evidence consisted of money order receipts with the handwritten note of "gas" on it. However, the Complainant's PGW account number did not appear on the money orders, and PGW's billing records do not show receipt of these payments.⁹ Therefore, I do not believe the Complainant met her burden of proof that her outstanding account balance should be reduced to account for these money orders.

At the same time, I do not agree entirely with the outcome in the ID either. Based on the theft of service finding and the Complainant's connection to the service address, I do not agree with the ID to grant a payment arrangement that includes the unauthorized usage charges. As we have held in prior cases,¹⁰ a payment arrangement is not appropriate for amounts owed from a theft of utility service.

For these reasons, I do not support the joint motion and would dismiss the Complaint in its entirety.

Date: February 28, 2019


JOHN F. COLEMAN, JR.
COMMISSIONER

⁵ PGW calculated this amount based on historical usage at the address.

⁶ *Scaccia v. West Penn Power Company*, 55 Pa. PUC 637 (1982).

⁷ *Bolt v. Duquesne Light Company*, Docket No. Z-8712758 (Opinion and Order entered April 8, 1988).

⁸ Because the Complainant has a Protect from Abuse Order against her husband, the applicable regulations in this case are found in Subchapter L of Chapter 52 of the Pennsylvania Code. The Complainant has an outstanding account balance of \$2,856.78 from another service address. Tr. 54-55. With the Complainant's request to have service placed in her name at her current service address, PGW is permitted to amortize the \$2,856.78 prior balance pursuant to 52 Pa. Code § 56.285, and I agree that the Complainant may receive a Commission payment arrangement for this arrearage as well.

⁹ Tr. at 22-23, 55-56.

¹⁰ See, e.g., *Fassett v. Philadelphia Gas Works*, Docket No. F-2014-2408541 (Opinion and Order entered April 27, 2015).