

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

**Cynthia Oduwole
v.
Philadelphia Gas Works**

**Public Meeting: February 28, 2019
3001419-ALJ
Docket No. F-2018-3001419**

**JOINT MOTION OF COMMISSIONER ANDREW G. PLACE
AND VICE CHAIRMAN DAVID W. SWEET**

Before the Commission for consideration is the Initial Decision (I.D.) of Administrative Law Judge (ALJ) Marta Guhl in the formal Complaint filed by Cynthia Oduwole against Philadelphia Gas Works in the above-captioned proceeding. The I.D. grants Ms. Oduwole a payment arrangement on her outstanding balance of \$15,255.16. This balance consists of arrearages related to two separate service addresses, a significant portion for which we believe the complainant is not responsible.

As Ms. Oduwole has an active Protection from Abuse (PFA) Order, complying with the Pennsylvania Protection from Abuse Act,¹ the addresses referred to in this motion will be designated by letter, with A being the address where she lived from 2005 to July 2013, B where she lived from July 2013 to September 2015, and C being the address where she currently resides.

Beginning in 2005, Ms. Oduwole lived at Address A, and she testified that gas service was turned on and off depending on when she had income to pay the bills. She testified that service had been terminated at Address A on June 8th 2011.² The account had been in her name prior to termination, and Ms. Oduwole testified, as supported by the testimony of PGW's witness, that no service was re-established for that service address in Ms. Oduwole's name or otherwise.³

Ms. Oduwole left Address A in 2013, and established service in her name at Address B. Ms. Oduwole was later forced to leave Address B due to a sale of the property and "with nowhere else to go" she and her children returned to Address A to live with her estranged husband from September 2015 until December of 2016.⁴ She has an arrearage for that time period at Address B of \$2,856.78⁵, an amount which is uncontested.

In December 2016, citing no heat etc. Ms. Oduwole left Address A and moved to Address C. When she tried to establish service at this new address and request assistance from LIHEAP she was told that she was not eligible due to meter tampering that had been discovered

¹ 23 Pa. C.S. § 6112. Protection from Abuse Act: Relating to Disclosure of Addresses.

² Transcript at 46.

³ *Id.*

⁴ *Id.* at 31.

⁵ *Id.* at 55.

at Address A in February 2016.⁶ PGW billed her \$12,398.38 for unauthorized usage at Address A for the period of time covering from the June 8, 2011 termination date until the discovery of the tampering on February 25, 2016.⁷

Ms. Oduwole testified and PGW's own evidence shows that Ms. Oduwole's Address A account was terminated in July 2011, and that she had another account at Address B from July 2013 until April 2015. At that point, there should be no question that she is no longer responsible for the usage, authorized or unauthorized, at Address A. Therefore, Ms. Oduwole's balance should be properly credited the \$12,398.38 misapplied for the unauthorized usage including removal of associated late fees and penalties. The only balance that Ms. Oduwole is responsible for is the arrearage that accumulated during her time at Service Address A, prior to the 2011 termination, and Service Address B, which at the time of the hearing totaled \$2,856.78.⁸

We note that PGW is not completely without recourse here as there was at least one person living at the property during the time in question.

Additionally, Ms. Oduwole submitted as exhibits, three separate money orders, though she testifies there were more, where she made payments to PGW and the payments were not properly applied to her account or reflected on her statements.⁹ The amounts of \$81.34 paid on February 11, 2017, \$50.00 paid on March 11, 2017¹⁰, and \$252.33 paid on February 17, 2018,¹¹ a total of \$383.67, should be deducted from the balance owed on her account.

Because Chapter 14 does not apply to this case due to the Complainant's Protection from Abuse Order¹² and as such we should take guidance from *Stiffler vs. Met-Ed*¹³ in offering an extended timeframe to pay back this balance. We believe that a 6-year payment period would be more appropriate.

We also strongly encourage PGW to discuss all Customer Assistance Programs offered by PGW with Ms. Oduwole. We also ask that PGW refer the Complainant to its HELP program to educate her regarding any other assistance which might be available which would allow her to pay for the cost of her utility service.

⁶ *Id.* at 49.

⁷ PGW Exh. 4.

⁸ Transcript at 55.

⁹ *Id.* at 21-28.

¹⁰ Complainant Exh. 1.

¹¹ *Id.* at 4.

¹² 66 Pa. C.S. § 1417 – Nonapplicability - This chapter shall not apply to victims under a protection from abuse order as provided by 23 PA. C.S. Ch. 61 (relating to protection from abuse) or a court order issued by a court of competent jurisdiction in this Commonwealth, which applies clear evidence of domestic violence against the applicant or customer.

¹³ *Staci Stiffler vs. Met-Ed*. Docket No. C-20016-2553324 (Order entered on August 2, 2017).

THEREFORE, WE MOVE THAT:

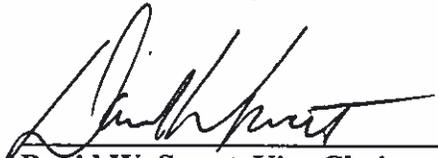
1. The Initial Decision of Administrative Law Judge Marta Guhl in the above captioned case is reversed.
2. PGW remove the amount assessed for unauthorized usage at Address A, including any associated fees and penalties, from the account of Cynthia Oduwole.
3. PGW credit Cynthia Oduwole's account for the \$383.67 in payments that were not properly applied to her account.
4. Ms. Oduwole be granted a payment arrangement on her outstanding balance for a term of six (6) years.
5. Ms. Oduwole shall make monthly payments consisting of her current bill plus one-seventy-second (1/72nd) of the balance accrued on her account, beginning with the first billing due date following the entry of a final Commission Order in this case.
6. PGW provide gas service to Cynthia Oduwole consistent with this Motion.
7. The Office of Special Assistants prepare an Opinion and Order consistent with this Motion.

February 28, 2019

Date



Andrew G. Place, Commissioner



David W. Sweet, Vice Chairman

