

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Lifsha Rosenstein	:	
	:	
v.	:	F-2018-3006125
	:	
PECO Energy Company	:	

**ORDER #2
LATE-FILED EXHIBITS**

An Initial Hearing in this case was scheduled for Tuesday, February 5, 2019, at 10:00 a.m. The Initial Hearing convened as scheduled. The parties reached settlement. The undersigned finds it prudent to admit the decision of the Pennsylvania Public Utility Commission's Bureau of Consumer Services (BCS) at Case No. 3640413 because that decision was referred to on the record and is the basis for the settlement.

Nothing in this Order takes away any party's right to object to the late-filed exhibits. Any objection not timely made, is an objection waived.

The BCS decision is attached to this Order and identified as Hearing Exhibit 1. Any objection is to be in writing and served no later than close of business (4:30 p.m.) on Friday, March 29, 2019. The objection is to be served on the opposing party and the undersigned. The addresses of the both parties can be found on the service list, which is the page that follows the attached Hearing Exhibit 1. The address of the undersigned is:

Administrative Law Judge Angela T. Jones
Pennsylvania Public Utility Commission
801 Market Street, 4th Floor, Suite 4063
Philadelphia, PA 19107

If an objection is filed, the undersigned by rule on the objection or schedule a further hearing. If no objection is filed, the BCS decision will be admitted into the record and the parties will await the Initial Decision of the undersigned.

THEREFORE;

IT IS ORDERED:

1. That the Pennsylvania Public Utility Commission's Bureau of Consumer Services Decision at Case No. 3640413 dated October 17, 2018, identified as Hearing Exhibit 1, is admitted if no objection to made.
2. That the parties have until close of business (4:30 p.m.) on Friday, March 29, 2019, to object to Hearing Exhibit 1.
3. That if no objection is made, Hearing Exhibit 1 is admitted, and the record is closed on March 29, 2019.
4. That if an objection is made, the undersigned will direct the parties consistent with the content of this Order.

Date: March 21, 2019

_____/s/
Angela T. Jones
Administrative Law Judge

Rosenstein v. PGW
Docket No. F-2018-3006125

SERVICE LIST

LIFSHA ROSENSTEIN
8388 SUMMERDALE AVENUE
PHILADELPHIA PA 19152
215.214.2190

GRACIELA CHRISTLIEB ESQUIRE
PHILADELPHIA GAS WORKS
800 WEST MONTGOMERY AVENUE
PHILADELPHIA PA 19122
215.684.6164
ACCEPTS E-SERVICE

ATTACHMENT

**INFORMAL COMPLAINT DECISION
THE PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Lifsha Rosenstein
8388 Summerdale Ave
Philadelphia PA 19152

Date: 10/17/2018

V.

BCS: 3640413

Acct. No: 9113035555

Philadelphia Gas Works

DECISION ON INFORMAL COMPLAINT BY THE PUBLIC UTILITY COMMISSION (PUC):

STATEMENT OF COMPLAINT:

We received your informal complaint on 8/7/2018. In the complaint, you state that: you needed clarification on how medical certifications and liens will affect your account. You indicated that you are requesting a payment arrangement to maintain service.

INVESTIGATION BY STAFF OF THE PUBLIC UTILITY COMMISSION FOUND THAT:

1. The Company reported that it mailed you a notice on 8/1/2018, stating that the City of Philadelphia, for the City Owned Philadelphia Gas Works ("PGW"), will be filing a municipal lien against your Property, unless the entire amount of \$568.57, as well as the full amount of prior liens on the Property, if any, is paid within 30 days from the date of this letter.
2. The Company reported that, as of the date of this letter, a lien has not yet been filed.
3. The Company faxed a medical form to your doctor on 8/3/2018, and there is not a record that the form has been returned, as of the date of this letter.
4. The Company states that you have not used any medical certificates at this time.
5. According to 52 Pa. Code § 56.114: Length of postponement; renewals. Service may not be terminated for the time period specified in a medical certification, the maximum length of the certification shall be 30 days.

(1) Time period not specified. If no length of time is specified or if the time period is not readily ascertainable, service may not be terminated for at least 30 days.

(2): Renewals. Certifications may be renewed in the same manner and for the same time period as provided in § § 56.112 and 56.113 (relating to postponement of termination pending receipt of certificate; and medical certifications) and this section if the customer has met the obligation under § 56.116 (relating to duty of customer to pay bills). In instances when a customer has not met the obligation in § 56.116 to equitably make payments on bills, the number of renewals for the customer's household is limited to two 30-day certifications filed for the same set of arrearages. In these instances, the public utility is not required to honor a third renewal of a medical certificate and is not required to follow § 56.118(3) (relating to right of public utility to petition the Commission). The public utility shall apply the dispute procedures in § § 56.151 and 56.152 (relating to public utility company dispute procedures). When the customer eliminates these arrearages, the customer is eligible to file new medical certificates.

HEARING EXHIBIT 1

6. The Company has informed the PUC that your account balance is \$443.57. This amount does not include any payments or bills sent after 9/6/2018.
7. According to 66 Pa. C.S. §1405, the Commission has the authority to establish a payment agreement between a public utility and a customer.

BASED ON THESE FINDINGS, WE CONCLUDE THAT:

1. A lien has not been filed.
2. The Physician's office has not returned the medical certification form to the Company.
3. You have three medical certifications available.
4. The Commission will exercise its authority and establish a payment agreement on the outstanding balance noted above.

THEREFORE, IT IS DECIDED THAT:

1. Beginning with your November 2018 bill due date, you must pay the company a special budget amount of \$198.00 per month. This amount may change depending on any change in the amount of service you use.
2. This special budget amount includes a regular budget amount of \$124.00 per month, which is based on your monthly usage, plus \$74.00 that will be paid toward the account balance.
3. You must pay all current bills that become due before the beginning date stated above.
4. You must make all payments by the due date of each month's bill and continue making the payments until you pay the account in full.
5. If you break this payment agreement, the company may shut off your service. If the company shuts off your service, they may make you pay your full bill plus a reconnect fee and a deposit to restore service.

If you have questions about the terms of this decision or how to appeal this decision, please call us at 1-800-692-7380.

Lori Marsh
Investigator