

**PENNSYLVANIA PUBLIC UTILITY COMMISSION
Harrisburg, Pennsylvania 17120**

Elvin Ocasio

v.

Philadelphia Gas Works

Public Meeting March 10, 2022

3003709-OSA

Docket No. F-2018-3003709

MOTION OF VICE CHAIRMAN JOHN F. COLEMAN, JR.

Before the Pennsylvania Public Utility Commission (Commission) for consideration and disposition are the Exceptions of Elvin Ocasio (Complainant) and the Replies to Exceptions of Philadelphia Gas Works (PGW or the Company) in the above-referenced case.

The Complainant filed a Formal Complaint against PGW, challenging the Company's findings of meter tampering and theft of service at his service address. The Complainant also disputed the bill issued to him for the unauthorized gas usage.

The Complainant has owned the service address and resided there since 1998. Gas service was in the name of his former partner until May 2003. On May 21, 2003, gas service at the service address was terminated for non-payment. On May 16, 2018, PGW abandoned the gas service to the service address at the main. On that same day, the Complainant called PGW twice and asked about having the service restored. On May 21, 2018, a PGW technician visited the service address and conducted an unbilled usage investigation. Following the technician's visit, the Complainant received a bill from PGW for approximately \$20,000 in connection with theft of service from 2003 to 2018. On May 25, 2018, the Complainant filed an informal complaint stating that he was trying to have service turned back on in his name. The Complainant then filed his Formal Complaint, where again he stated his intent to have service restored in his name.

In her Initial Decision (ID), the Administrative Law Judge denied the Formal Complaint because the Complainant failed to meet his burden of proof. In his Exceptions to the ID, the Complainant continues to argue that he is not responsible for the unmetered usage because he did not tamper with the meter. In its Replies to Exceptions, PGW asserts that the Complainant has not provided any evidence or witnesses to support his claims.

The Complainant's Exceptions fail to provide a reason as a matter of law or fact to reverse or modify the ID. Based on the testimony from its witnesses, PGW properly determined that meter tampering and theft of service occurred at the service address. PGW then properly billed the Complainant for the unauthorized gas usage. Immediately preceding the theft of service, the Complainant was PGW's customer, as defined by the Public Utility

Code (Code).¹ The Complainant continued to reside at the service address and sought to have gas service restored in his name. PGW has the right to bill and receive payment for the utility service actually supplied.² All customers are obligated to pay for utility service. Otherwise, unpaid bills are included in the utility's uncollectible expenses, which all the utility's remaining customers must pay.³

Moreover, PGW's calculation of the Complainant's bill for unauthorized usage is reasonable and consistent with the Company's customary practice. PGW selected September 1, 2003, when the first evidence of tampering was registered following the termination of service at the service address, as the starting date of the bill. PGW then billed for unauthorized usage to May 16, 2018, the date service was abandoned at the main. PGW used the historical usage at the service address and the number of degree days during the relevant period to calculate the amount due. If the Complainant's household size and energy usage changed after 2003, it was the Complainant's meter tampering actions that prevented PGW from having more recent data for its calculation of the bill. For the above-stated reasons, the Complainant's Exceptions should be denied.

I do note that the Complainant's meter registered several "tilt counts" between 2003 and 2004, which is evidence of tampering. A PGW employee did not visit the service address until 2018 to abandon service at the main. The Commission has previously warned PGW that its failure to gain access to a meter after years of inactivity is unacceptable.⁴ The Commission has also stated that PGW's failure to investigate suspected tampering may be considered unreasonable service in violation of Section 1501 of the Code.⁵ I wish to re-emphasize that theft of service is not only a financial issue for PGW and its ratepayers, but a public safety issue. The unsafe conditions created by meter tampering and theft of service can cause serious personal injury or extensive property damage. Fortunately, neither occurred in this case despite almost fifteen years of unauthorized usage. PGW and all of our natural gas distribution companies have a duty to monitor their distribution facilities to prevent occurrences of theft of service.⁶

THEREFORE, I MOVE:

1. That the Exceptions of Elvin Ocasio are denied.

¹ See, Definition of "Customer." A natural person in whose name a residential service account is listed and who is primarily responsible for payment of bills rendered for the service or any adult occupant whose name appears on the mortgage, deed or lease of the property for which the residential utility service is requested. 66 Pa. C.S. § 1403 (emphasis added).

² 66 Pa. C.S. § 1303. Neal v. Phila. Gas Works, Docket No. Z-00971874 (Final Order entered January 4, 2002); Angie's Bar v. Duquesne Light Co., 72 Pa. PUC 213 (1990).

³ Bolt v. Duquesne Light Co., Docket No. Z-8712758 (Final Order entered April 8, 1988).

⁴ Morales v. Phila. Gas Works, Docket No. F-2017-2623492 (Final Order entered July 18, 2018).

⁵ 66 Pa. C.S. § 1501. DiAntonio v. Phila. Gas Works, Docket No. F-2017-2634058 (Final Order entered July 13, 2018).

⁶ See, Statement of Chairman Gladys M. Brown in Bretz v. Phila. Gas Works, Docket No. F-2016-2543880 (December 7, 2017) and Statement of Chairman Gladys M. Brown in Phila. Gas Works v. Madison, Docket No. F-2017-2611805 (July 12, 2018).

2. That the Initial Decision, in the matter of Elvin Ocasio v. Philadelphia Gas Works, Docket No. F-2018-3003709, is affirmed.
3. That the Office of Special Assistants prepare an Opinion and Order consistent with this Motion.

Date: March 10, 2022

A handwritten signature in black ink, appearing to read "John F. Coleman, Jr.", written over a horizontal line.

JOHN F. COLEMAN, JR., VICE CHAIRMAN