

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

Public Meeting held November 10, 2022

Commissioners Present:

Gladys Brown Dutrieuille, Chairman, Statement
Stephen M. DeFrank, Vice Chairman
Ralph V. Yanora
Kathryn L. Zerfuss
John F. Coleman, Jr.

Rosa Brown

C-2022-3032000

v.

Philadelphia Gas Works

OPINION AND ORDER

BY THE COMMISSION:

Before the Pennsylvania Public Utility Commission (Commission) for consideration and disposition are the Exceptions filed by Rosa Brown (Complainant), on September 27, 2022, to the Initial Decision (I.D.) of Administrative Law Judge (ALJ) F. Joseph Brady, which was issued on September 16, 2022. Replies to Exceptions were

filed by Philadelphia Gas Works (PGW or the Company) on October 17, 2022.¹ For the reasons stated below, we shall deny the Exceptions of the Complainant and dismiss the Formal Complaint (Complaint), with prejudice.

I. History of the Proceeding

On April 14, 2022, the Complainant filed the instant Complaint with the Commission against PGW. The Complainant alleged that PGW was threatening to shut off her gas service and requested a Commission-issued payment arrangement.

On May 9, 2022, PGW filed an Answer which admitted in part and denied in part, various material allegations of the Complaint. PGW alleged that on March 13, 2019, the Complainant's Customer Responsibility Program (CRP) agreement became inactive with a balance of \$8,274.10, of which, \$4,509.62 was CRP arrears. PGW admitted that it issued a ten-day shut off notice for the Complainant's gas service on March 23, 2022. PGW further alleged that in order to reinstate the Complainant's CRP agreement, a catch-up amount of \$4,240 was required. PGW requested that the Commission deny all relief requested in the Complaint and dismiss the Complaint.

On June 9, 2022, a telephonic hearing was held in this matter. The Complainant appeared *pro se*, testified on her own behalf, and offered no exhibits for the record. PGW was represented by counsel, presented the testimony of one witness, and proffered three exhibits, which were admitted into the record without objection.

¹ On September 29, 2022, the Commission's Secretary's Bureau issued a letter to the Parties stating that the Complainant's timely filed Exceptions did not contain a certificate of service or other indication that she served PGW with the Exceptions. Thus, the Secretary's Bureau enclosed a copy of the Exceptions and notified PGW that any Replies to Exceptions were due by October 17, 2022.

On September 16, 2022, the Commission issued the Initial Decision of ALJ Brady in which he found that the Complainant failed to meet her burden of proof and recommended that the Commission dismiss the Complaint, with prejudice. Namely, the ALJ ruled that the Complainant's outstanding account balance is comprised of customer assistance program (CAP) arrears, which cannot be the subject of a Commission-issued payment arrangement, that the Complainant has failed to make a good faith effort to pay her utility bill, and that the Complainant has abused the Commission's administrative process by filing multiple similar informal and formal complaints to avoid the termination of her gas service.

As noted, *supra*, the Complainant filed Exceptions on September 27, 2022. PGW filed Replies to Exceptions on October 17, 2022.

II. Discussion

A. Legal Standards

At the outset, we note that any argument or Exception that we do not specifically address has been duly considered and will be denied without further discussion. It is well settled that we are not required to consider, expressly or at length, each contention or argument raised by the parties. *Consolidated Rail Corporation v. Pa. PUC*, 625 A.2d 741 (Pa. Cmwlth. 1993); see also, generally, *University of Pennsylvania v. Pa. PUC*, 485 A.2d 1217 (Pa. Cmwlth. 1984).

1. Burden of Proof

As the proponent of a rule or order, the Complainant in this proceeding bears the burden of proof pursuant to Section 332(a) of the Public Utility Code (Code). 66 Pa. C.S. § 332(a). To establish a sufficient case and satisfy the burden of proof, the

Complainant, as the party seeking relief, must show that PGW is responsible or accountable for the problem described in the Complaint. *Patterson v. The Bell Telephone Company of Pennsylvania*, 72 Pa. P.U.C. 196 (1990). Such a showing must be by a preponderance of the evidence. *Samuel J. Lansberry, Inc. v. Pa. PUC*, 578 A.2d 600 (Pa. Cmwlth. 1990), *alloc. denied*, 529 Pa. 654, 602 A.2d 863 (1992). That is, the Complainant's evidence must be more convincing, by even the smallest amount, than that presented by PGW. *Se-Ling Hosiery, Inc. v. Margulies*, 364 Pa. 45, 70 A.2d 854 (1950). Additionally, this Commission's decision must be supported by substantial evidence in the record. More is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. *Norfolk & Western Ry. Co. v. Pa. PUC*, 489 Pa. 109, 413 A.2d 1037 (1980).

Upon the presentation by the Complainant of evidence sufficient to initially satisfy the burden of proof, the burden of going forward with the evidence, to rebut the evidence of the Complainant, shifts to PGW. If the evidence presented by PGW is of co-equal weight, the Complainant has not satisfied her burden of proof. The Complainant now has to provide some additional evidence to rebut that of PGW. *Burleson v. Pa. PUC*, 443 A.2d 1373 (Pa. Cmwlth. 1982), *aff'd*, 501 Pa. 433, 461 A.2d 1234 (1983).

While the burden of persuasion may shift back and forth during a proceeding, the burden of proof never shifts. The burden of proof always remains on the party seeking affirmative relief from the Commission. *Milkie v. Pa. PUC*, 768 A.2d 1217 (Pa. Cmwlth. 2001).

2. Responsible Utility Customer Protection Act

The Responsible Utility Customer Protection Act (Act), 66 Pa. C.S. §§ 1401-1418, applies to complaints alleging the inability to pay and requesting a

Commission-issued payment arrangement. This Act provides strict guidelines that the Commission must follow when determining whether a payment arrangement can be issued and the length of the payment arrangement, *inter alia*, as follows:

(a) General rule.--The commission is authorized to investigate complaints regarding payment disputes between a public utility, applicants and customers. The commission is authorized to establish payment arrangements between a public utility, customers and applicants within the limits established by this chapter.

(b) Length of payment arrangements.--The length of time for a customer to resolve an unpaid balance on an account that is subject to a payment arrangement that is investigated by the commission and is entered into by a public utility and a customer shall not extend beyond:

- (1) Five years for customers with a gross monthly household income level not exceeding 150% of the Federal poverty level.
- (2) Three years for customers with a gross monthly household income level exceeding 150% and not more than 250% of the Federal poverty level.
- (3) One year for customers with a gross monthly household income level exceeding 250% of the Federal poverty level and not more than 300% of the Federal poverty level.
- (4) Six months for customers with a gross monthly household income level exceeding 300% of the Federal poverty level.

(c) Customer assistance programs.--Customer assistance program rates shall be timely paid and shall not be the subject of payment arrangements negotiated or approved by the commission.

The Act states that the Commission may issue a payment arrangement to a payment-troubled customer; however, if the customer defaults on that payment arrangement, the Commission is prohibited from establishing a second or subsequent payment arrangement absent a change of income. Specifically, Section 1405(d) of the Code states the following with regard to the establishment of Commission-issued payment arrangements:

(d) Number of payment arrangements.--Absent a change in income, the commission shall not establish or order a public utility to establish a second or subsequent payment arrangement if a customer has defaulted on a previous payment arrangement established by a commission order or decision. A public utility may, at its discretion, enter into a second or subsequent payment arrangement with a customer.

66 Pa. C.S. § 1405(d).²

Furthermore, the Act authorizes the Commission to reinstate and extend a Commission-issued payment arrangement on which a customer has defaulted as a result of significant change in circumstances. Section 1405(e) provides:

(e) Extension of payment arrangements.--If the customer defaults on a payment arrangement established

² In relevant part, Section 1403 of the Code defines the following terms:

Change in income. A decrease in household income of 20% or more if the customer's household income level exceeds 200% of the Federal poverty level or a decrease in household income of 10% or more if the customer's household income level is 200% or less of the Federal poverty level.

...

Household income. The combined gross income of all adults in a residential household who benefit from the public utility service.

66 Pa. C.S. § 1403.

under subsections (a) and (b) as a result of a significant change in circumstance, the commission may reinstate the payment arrangement and extend the remaining term for an initial period of six months. The initial extension period may be extended for an additional six months for good cause shown.

66 Pa. C.S. § 1405(e).³

B. Positions of the Parties

At the hearing, the Complainant testified that she lives alone and has a monthly household income of \$2,480. The Complainant acknowledged her outstanding account balance, *infra*, and requested an affordable payment arrangement so that she can pay down this balance. The Complainant also asserted that during the time in which she was enrolled in PGW's CRP program for low-income customers, her bill amounts payable under the CRP program were not affordable for her. The Complainant posited that a monthly bill amount of \$400 would be reasonable and affordable for her. Tr. at 7-10.

³ A "significant change in circumstance" is defined as the following:

Significant change in circumstance. Any of the following criteria when verified by the public utility and experienced by customers with household income less than 300% of the Federal poverty level:

- (1) The onset of a chronic or acute illness resulting in a significant loss in the customer's household income.
- (2) Catastrophic damage to the customer's residence resulting in a significant net cost to the customer's household.
- (3) Loss of the customer's residence.
- (4) Increase in the customer's number of dependents in the household.

66 Pa. C.S. § 1403.

PGW's witness, Mr. David Kauffman, discussed PGW Exhibit 1, which was a document detailing the Complainant's account activity for the period between June 1, 2018 and June 1, 2022. Mr. Kauffman explained that during this four-year period, the Complainant made only four payments. As a result, her total outstanding account balance as of the date of the hearing was \$18,254.58. Mr. Kauffman also explained that under the Company's CRP program, a customer's outstanding account balance is frozen at the time the customer enrolls in the CRP program. Mr. Kauffman continued that in August of 2019, the Complainant was removed from the CRP program because she was above the income guidelines to qualify for the program. As a result, her full outstanding account balance became unfrozen and payable. Tr. at 15-18.

Next, Mr. Kauffman discussed PGW Exhibit No. 2, which was a screen shot of the negotiated payment arrangement history between PGW and the Complainant. First, Mr. Kauffman explained that on June 15, 2021, the Complainant was granted a PAR 21, which was a payment arrangement provided to customers during the shutoff moratorium that was in effect in light of the COVID-19 Pandemic. Second, Mr. Kauffman explained that on October 13, 2021, the Complainant was provided with an additional Company-issued payment arrangement. However, the Complainant defaulted on both payment arrangements. According to Mr. Kauffman, given the Complainant's household income, she is considered a Level 3 customer under the Act, *supra*. Therefore, she is not eligible to be re-enrolled in the CRP Program. Rather, she is eligible to either satisfy the catch-up amount to reinstate her previously broken company-issued payment arrangements or to enter into a new payment arrangement. Tr. at 18-20.

Mr. Kauffman explained that this "cure amount" is \$6,784, which would be payable as a down payment. Mr. Kauffman continued that the Complainant's resulting monthly bill would then start at \$994 per month, which would be made up of a budgeted bill amount of \$277 plus a monthly repayment of \$717 [$\$717 + \$277 = \994]. Alternatively, Mr. Kauffman stated that the Complainant would be eligible for a payment

arrangement based upon her status as a Level 3 income customer. According to Mr. Kauffman, under such an arrangement, the Complainant would need to make a down payment of fifty percent of her total outstanding account balance, or \$9,127.29. The Complainant would then make monthly payments starting at \$657 per month for a period of twenty-four months. Mr. Kauffman submitted that because the Complainant's proposal to pay \$400 per month would not extinguish her outstanding account balance until approximately twelve years into the future, the Company would not be willing to enter into such an arrangement. Tr. at 18-23.

Additionally, in response to questions raised by the ALJ, Mr. Kauffman discussed several prior informal and formal complaints the Complainant filed regarding the outstanding account balance at her Service Address. Tr. at 23-29. These previous complaints are examined, in detail, *infra*.

In light of the above, PGW requested that the Complaint be dismissed. Further, PGW submitted that if the Complainant files further informal or formal complaints with the Commission, then such complaints should be reviewed for the purpose of determining whether they raise new issues or whether they are merely a restatement by the Complainant that her payment arrangements are not affordable. Tr. at 29-30.

C. Initial Decision

The ALJ made twenty Findings of Fact and reached twelve Conclusions of Law. I.D. at 2-5, 11-13. We shall adopt and incorporate herein by reference the ALJ's Findings of Fact and Conclusions of Law, unless they are reversed or modified by this Opinion and Order, either expressly or by necessary implication.

In addressing the Complainant's request for a payment arrangement, the ALJ explained that Section 1405 of the Act, *supra*, provides limitations that the Commission must follow in issuing payment arrangements, including the length of the payment arrangement and the account balances that cannot be subject to a payment arrangement. More specifically, the ALJ noted that under Section 1405(c) of the Act, the Commission is expressly prohibited from issuing payment arrangements on CAP rates. Applying this to the instant case, the ALJ explained that because PGW's CRP program is a CAP program, the portion of the Complainant's outstanding account balance that is comprised of CRP arrears cannot be the subject of a payment arrangement approved by the Commission. According to the ALJ, the CRP portion of the Complainant's outstanding account balance was \$3,944.56. *Id.* at 6-7.

Next, the ALJ explained that the Commission is not prohibited from issuing a payment arrangement on the Complainant's remaining outstanding account balance of \$14,310.02 [$\$18,254.58 - \$3,944.56 = \$14,310.02$]. However, the ALJ continued, the Commission is not required to issue a payment arrangement for non-CAP arrears if the Complainant exhibits a poor payment history, an inability to pay, and/or a likeliness to default. *I.D.* at 7 (citing *Susan Hewitt v. PECO Energy Company*, Docket No. F-2011-2273271 (Order entered September 12, 2013) (*Hewitt*); *Getz v. Metropolitan Edison Co.*, Docket No. C-2014-2459964 (Final Order entered May 28, 2015)). As such, the ALJ stated that the Commission has the responsibility to exercise its authority judiciously and should issue payment arrangements only in instances in which customers have demonstrated some evidence of a good faith effort to pay their utility bills or who have experienced a significant change of circumstances beyond their control. *I.D.* at 7 (citing *Hewitt*; *Crawford v. Nat'l Fuel Gas Distrib. Corp.*, Docket No. C-20066348 (Opinion and Order entered December 6, 2007)). In addition, the ALJ stressed that a payment arrangement, which prevents service termination if the Complainant complies with it, is a privilege, and not a right. *I.D.* at 7 (citing *Mandell v. Duquesne Light Co.*, Docket No. C-20030234, (Opinion and Order entered March 17, 2004)).

The ALJ found that based on the above provisions of the Act, the record in this proceeding does not support awarding the Complainant a payment arrangement. The ALJ noted that the Complainant has not experienced a significant change of circumstances beyond her control. Additionally, the ALJ concluded that because the Complainant has demonstrated both a poor payment history and an inability or an unwillingness to comply with previous Company-issued payment arrangements, it is likely that the Complainant will default on any payment arrangement issued by the Commission. In this regard, the ALJ noted the Complainant's gross monthly household income of \$2,480 for a household size of one exceeds 150% of the Federal poverty level but does not exceed 250% of the federal poverty level. Accordingly, the ALJ explained that pursuant to Section 1405(b)(2) of the Act, the Complainant would be eligible for a 36-month payment arrangement to extinguish her outstanding balance. The ALJ opined that given the Complainant's high outstanding account balance, it is doubtful that the Complainant could afford to make the monthly payment amount of \$397.50⁴ under a payment arrangement, which would be due in addition to amounts due under her current usage bill and her CRP arrears. For these reasons, the ALJ found that the Complainant failed to meet her burden of proof in this proceeding and recommended that the Complainant's request for a Commission-issued payment arrangement be denied. I.D. at 8-9.

Finally, the ALJ discussed the Complainant's previous informal and formal Complaints, discussed at the hearing, wherein the Complainant raised allegations similar to those raised in this current proceeding. According to the ALJ, it is apparent that the Complainant has exhibited a pattern of abusing and/or manipulating the Commission's administrative process for the purpose of avoiding termination of payment of her utility bills. More specifically, the ALJ pointed out that since 2018, the Complainant has filed

⁴ \$14,310.02 non-CRP account balance ÷ 36 months = \$397.50 per month. I.D. at 8, n.2.

three informal complaints and three formal complaints, following the denial of the informal complaints, with the Commission. The ALJ noted that in each proceeding, the Complainant sought a payment arrangement after receiving a shut off notice for non-payment of her gas bills. The ALJ continued that the Commission denied both of the previous formal complaints on the grounds that: (1) the majority of the Complainant's outstanding account balance was comprised of CRP arrears, which are not subject to the allowance of a Commission-issued payment arrangement under the Act; and (2) the Complainant has failed to make a good faith effort to pay her utility bills. I.D. at 9-10 (citing *Rosa Brown v. Philadelphia Gas Works*, Docket No. C-2018-3006416 (Final order entered June 13, 2019) (*2019 Complaint Proceeding*) and *Rosa Brown v. Philadelphia Gas Works*, Docket No. F-2020- 3022061 (Order entered April 21, 2021) (*2021 Complaint Proceeding*)).

Accordingly, the ALJ concluded that based on the undisputed record evidence, the Complainant is abusing the Commission's administrative due process and procedures in order to avoid payment and to delay the termination of her service due to non-payment. The ALJ explained that the Commission has consistently held that a party can be precluded from filing additional formal or informal complaints if there is an abuse of the administrative process. Therefore, the ALJ recommended that given the Complainant's high outstanding account balance, and in order to prevent the unnecessary expenditure of additional Commission resources, the Complainant be prohibited from filing any informal or formal complaints with the Commission until such time as she pays her current outstanding account balance in full. I.D. at 9, 10-11.

In light of the above, the ALJ recommended that the Complaint be dismissed, with prejudice, and that PGW be authorized to terminate gas service at the Complainant's Service Address. I.D. at 11, 13.

D. Exceptions⁵ and Replies to Exceptions

The Complainant's Exceptions consist of a one-page handwritten letter in which she generally expresses her disagreement with the ALJ's Initial Decision. The Complainant alleges that because of various life circumstances, she is unable to make the down payment "cure amount" to reinstate her previous Company-issued payment arrangements or the required monthly payments to pay down her outstanding account balance. The Complainant also insists that she should be issued an affordable payment arrangement. Exc. at 1.

In its Replies to Exceptions, PGW submits that the Complainant's Exceptions fail to identify any error in fact or law contained in the Initial Decision. Rather, PGW argues that the Complainant merely reiterates the claims and requests made in her Complaint. PGW further submits that the ALJ correctly found that that the Complainant has not only failed to make a good faith effort to pay her gas bills, but she has also abused the Commission's administrative process by filing multiple similar complaints in order to avoid the consequences for her non-payment. Therefore, PGW requests that the Commission deny the Complainant's Exceptions and adopt the Initial Decision. R. Exc. at 2.

⁵ We note that the format of the Exceptions does not strictly comply with Section 5.533(b) of our Regulations, which requires that each exception be numbered and identify the finding of fact and conclusion of law to which exception is taken and cite to the relevant pages of the Initial Decision. 52 Pa. Code § 5.533(b). Nevertheless, recognizing that the Complainant is appearing *pro se*, we will accept the Exceptions as filed, pursuant to Section 1.2(a) of our Regulations, and consider the merits. *See, e.g., Destefano v. Peoples Natural Gas Company*, 56 Pa. P.U.C. 489 (1982); *Halpern v. The Bell Telephone Company of Pennsylvania*, Docket No. C-00923950 (October 19, 1992); *William Schlinder v. The Bell Telephone Company of Pennsylvania*, Docket No. F-00161252 (March 26, 1993).

E. Disposition

Upon our review and consideration of the record evidence, the Complainant's Exceptions, and the applicable law, we are of the opinion that the Complainant has failed to meet her burden of proving that she is entitled to a Commission-issued payment arrangement. As noted above, the Act provides strict guidelines that we must follow in handling customer complaints. Under the Act, we may grant one payment arrangement consistent with the terms set forth in Section 1405(b) of the Code. If the customer defaults on this arrangement, we cannot grant a second or subsequent payment arrangement absent a change of income. Similarly, we may not extend a payment arrangement absent a significant change in circumstance. In addition, we are prohibited under the Act from granting a payment arrangement for any CAP arrearages. 66 Pa. C.S. §§ 1403, 1405(c)-(e).

As noted above, the Complainant's outstanding account balance consists of both CRP, or CAP, arrearages and non-CRP arrearages. As the ALJ explained, in *Hewitt*, we stated as follows:

Typically, CAP assistance is the best, most affordable payment plan for an eligible, low-income customer. If a customer cannot afford and does not pay a CAP bill, which is service provided at a discount, the customer most likely cannot afford and will not pay his or her current/budget bill plus an additional payment on an accrued balance, which is the typical structure of a payment agreement. Given the limitations in the Code in Section 1405(d) on the number of payment agreements that the Commission may issue for a customer, issuing a payment agreement where the customer will likely default is not in the customer's best interest.

Hewitt at 11, n.4.

Additionally, we noted:

Section 1405(c) does not explicitly address the Commission's authority to bifurcate a "mixed" arrearage and establish a payment agreement for the non-CAP portion. Although the Commission may have the authority to establish a payment agreement for the non-CAP portion of a former CAP customer's "mixed" arrearage, we decline to do so in this case, given the Complainant's poor payment history and her inability to keep prior payment agreements with PECO.

Hewitt at 11-12. As the ALJ observed, our findings in *Hewitt* are applicable to this current proceeding. The record indicates that the Complainant in this proceeding made only four payments between June of 2018 and June of 2022. In addition, the Complainant defaulted on two payment arrangements issued by PGW. Tr. at 15-20. Therefore, we concur with the ALJ's finding that based upon the Complainant's poor payment history and her high outstanding account balance, it is doubtful that the Complainant could afford to make the monthly payment amounts that would be due under a payment arrangement for her non-CAP arrears, in addition to the amounts due under her current usage and her CRP arrears. In addition, the record is devoid of any evidence that the Complainant has had a significant change of circumstance as that term is defined under Section 1403 of the Act, *supra*. Accordingly, we concur with the ALJ's conclusion that the Complainant should not be granted a payment arrangement.

We likewise concur with the ALJ's recommendation to dismiss the Complaint, with prejudice. In the *2019 Complaint Proceeding*, the Complainant filed a complaint stating that PGW had issued her a ten-day shutoff notice and requested a payment arrangement that she could afford. Based upon the facts in that proceeding, ALJ Gail M. Chiodo found that the Complainant had a poor payment history and did not demonstrate a good faith effort to pay her bills and, recommended that the Complainant's request for a Commission-issued payment arrangement be denied. I.D. in *2019 Complaint Proceeding* at 7. Similarly, in the *2021 Complaint Proceeding*, the

Complainant raised these identical issues and Special Agent Kailey B. Maguire made the same findings and recommendations as those made by Gail M. Chiodo in the *2019 Complaint Proceeding*. I.D. in *2021 Complaint Proceeding* at 7-8.

As the Complainant has continued to demonstrate a poor payment history and the lack of a good faith effort to pay her bills, we concur with the ALJ that the Complainant's allegations in this instant proceeding are a mere restatement of her allegations in her two prior formal complaints before this Commission. We likewise concur with the ALJ that the Complainant's actions demonstrate an attempt to use this Commission's administrative resources and due process procedures to circumvent the payment of her outstanding account balance and the termination of her service. Therefore, we shall adopt the ALJ's recommendation that until her outstanding account balance is paid in full, the Complainant shall be prohibited from filing further informal or formal Complaints raising the same issues raised in this instant proceeding and in the *2019 Complaint Proceeding* and the *2021 Complaint Proceeding*. Further, we shall adopt the ALJ's recommendation that PGW be authorized to terminate the Complainant's gas service at her Service Address.

In light of the above, the Complainant's Exceptions are denied.

III. Conclusion

Based on our review of the Exceptions, the Initial Decision, and the record in this proceeding, we shall deny the Exceptions of Rosa Brown and adopt the ALJ's Initial Decision; **THEREFORE,**

IT IS ORDERED:

1. That the Exceptions of Rosa Brown, filed on September 27, 2022, to the Initial Decision of Administrative Law Judge F. Joseph Brady are denied, consistent with this Opinion and Order.

2. That the Initial Decision of Administrative Law Judge F. Joseph Brady, issued on September 16, 2022, is adopted.

3. That the Formal Complaint filed by Rosa Brown on April 14, 2022, against Philadelphia Gas Works at Docket No. C-2022-3032000, is denied and dismissed, with prejudice, consistent with this Opinion and Order.

4. That Rosa Brown be, and hereby is, precluded from filing further complaints with the Pennsylvania Public Utility Commission, whether of an informal or formal nature, regarding the arrearages on PGW Account No. 790792561 for gas service provided by Philadelphia Gas Works, until such time as the entire outstanding account balance is paid in full, and that, further, the filing of any complaint pertaining to the arrearages which are the subject of this proceeding shall be dismissed without further proceedings.

5. That Commission staff, including but not limited to the Bureau of Consumer Services and the Secretary's Bureau, shall reject any formal or informal complaints that Rosa Brown, or any person acting on her behalf, may attempt to file with the Commission, pertaining to PGW Account No. 790792561, until the entire outstanding account balance is paid in full.

6. That the filing of any other pleading in this case, concerning the same subject matter be, and hereby is, deemed not to stay implementation of this Opinion and Order.


7. That Philadelphia Gas Works shall file a notice with the Commission, with a copy to all Parties to this proceeding, at Docket Number C-2022-3032000, within seven (7) days of the date that Rosa Brown's outstanding account balance is paid in full.

8. That the failure of Rosa Brown to pay all arrearages on her account, PGW Account No. 790792561, shall be, and hereby is, deemed to be grounds for termination of service upon issuance of a final order by the Commission in this case.

9. That a copy of this Opinion and Order shall be served upon the Bureau of Consumer Services and the Secretary's Bureau.

10. That this proceeding be marked closed.

BY THE COMMISSION,

A handwritten signature in cursive script, appearing to read "Rosemary Chiavetta".

Rosemary Chiavetta
Secretary

(SEAL)

ORDER ADOPTED: November 10, 2022

ORDER ENTERED: November 10, 2022