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Terria Wilks,  
v.  
Philadelphia Gas Works

Docket No.:  
C-2023-3042340

Initial Call-In  
Telephonic Hearing  
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Pages 1 - 56

Judge's Chambers  
State Office Building  
801 Market Street  
Philadelphia, PA

Wednesday, November 8, 2023  
Commencing at 10:00 a.m.

<u>NUMBER</u>	<u>FOR IDENTIFICATION</u>	<u>IN EVIDENCE</u>
PGW Exhibit 1		
Service Agreement	25	48
PGW Exhibit 1A		
Service Agreement	27	48
PGW Exhibit 2		
Complainant's Payment		
History	30	48
PGW Exhibit 3		
Informal Case Number		
3796411	32	48

PGW Exhibit 4

PGW Initial Decision 39 48

PGW Exhibit 5

Final Order 41 48



**PHILADELPHIA GAS WORKS**

800 West Montgomery Avenue • Philadelphia, PA 19122

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**Anita J. Murray, Esquire**  
**Senior Attorney**  
Legal Department  
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Fax: 215-684-6798  
Email: [anita.murray@pgworks.com](mailto:anita.murray@pgworks.com)

November 1, 2023

**VIA ELECTRONIC MAIL ONLY**

The Honorable Arlene D. Ashton  
Administrative Law Judge  
Pennsylvania Public Utility Commission  
801 Market Street, Suite 4063  
Philadelphia, PA 19107

**Re: Terria Wilks v. Philadelphia Gas Works, Docket No. C-2023-3042340**

Dear Honorable Judge Ashton:

Enclosed please find a copy of PGW's proposed exhibits for the scheduled hearing in the above referenced matter.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

/s/Anita J. Murray  
Anita J. Murray

/awm  
encl.

cc (w/encl.): Terria Wilks via Email: [terriawilks@yahoo.com](mailto:terriawilks@yahoo.com)

**CERTIFICATE OF SERVICE**

I hereby certify that I have on this day served a true and correct copy of Philadelphia Gas Works' Proposed Exhibits upon the person(s) listed below in the manner indicated below in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a party).

**VIA EMAIL ONLY**

Terria Wilks  
terriawilks@yahoo.com

*/s/ Anita J. Murray*

Anita J. Murray, Esquire

Date: Nov. 1, 2023

Specific Service Agreement Statement of Account SA- 5564365706

<b>Customer Name</b>	<b>From Date</b>	<b>To Date</b>		
TERRIA WILKS	8/21/2020	11/1/2023		
<b>Service Address</b>	<b>Account Number</b>	<b>S A Number</b>	<b>Meter</b>	<b>Rate/Class</b>
7545 SHERWOOD RD PHIL, PA 191512120		5564365706	1783344	GS

STATEMENT

Transaction Date	Transaction Type	Reading	Read Code	# of Days	CCF Usage	Average CCF/Day	Heating DDDs	Payment Type	Due Date	Transaction Amount	Current Balance	Actual Balance
9/18/2020	BILL	4842	R	33	25	0.76	7		10/13/2020	\$46.57	\$3,353.64	\$3,353.64
10/17/2020	BILL	4881	R	29	39	1.34	81		11/10/2020	\$64.19	\$3,417.83	\$3,417.83
11/18/2020	BILL	4948	R	32	67	2.09	290		12/14/2020	\$112.26	\$3,530.09	\$3,530.09
12/18/2020	BILL	5040	R	30	92	3.07	601		1/15/2021	\$141.33	\$3,671.42	\$3,671.42
1/21/2021	LPC									\$55.07	\$3,726.49	\$3,726.49
1/21/2021	BILL	5155	R	34	115	3.38	928		2/16/2021	\$176.03	\$3,902.52	\$3,902.52
1/27/2021	LPCWVE									(\$55.07)	\$3,847.45	\$3,847.45
2/20/2021	LPCWVE									(\$57.71)	\$3,789.74	\$3,789.74
2/20/2021	LPC									\$57.71	\$3,847.45	\$3,847.45
2/20/2021	BILL	5291	R	30	136	4.53	981		3/16/2021	\$201.72	\$4,049.17	\$4,049.17
3/20/2021	LPCWVE									(\$59.87)	\$3,989.30	\$3,989.30
3/20/2021	LPC									\$59.87	\$4,049.17	\$4,049.17
3/20/2021	BILL	5402	R	28	111	3.96	663		4/14/2021	\$163.81	\$4,212.98	\$4,212.98
4/21/2021	LPC									\$62.29	\$4,275.27	\$4,275.27
4/21/2021	BILL	5485	R	32	83	2.59	358		5/14/2021	\$135.89	\$4,411.16	\$4,411.16
5/20/2021	BILL	5540	R	29	55	1.9	163		6/15/2021	\$85.14	\$4,496.30	\$4,496.30
6/18/2021	BILL	5576	R	29	36	1.24	36		7/14/2021	\$60.17	\$4,556.47	\$4,556.47
7/20/2021	LPC									\$66.51	\$4,622.98	\$4,622.98
7/20/2021	BILL	5606	R	30	30	1	0		8/12/2021	\$54.61	\$4,677.59	\$4,677.59
8/18/2021	BILL	5629	R	31	23	0.74	0		9/13/2021	\$45.89	\$4,723.48	\$4,723.48

9/18/2021	BILL	5666	R	31	37	1.19	0	10/12/2021	\$67.33	\$4,790.81	\$4,790.81
10/19/2021	BILL	5721	R	29	55	1.9	9	11/12/2021	\$163.19	\$4,954.00	\$4,954.00
11/18/2021	BILL	5819	R	32	98	3.06	335	12/14/2021	\$166.76	\$5,120.76	\$5,120.76
12/18/2021	BILL	5953	R	30	134	4.47	585	1/12/2022	\$232.37	\$5,353.13	\$5,353.13
1/21/2022	LPC								\$77.46	\$5,430.59	\$5,430.59
1/21/2022	BILL	6118	R	34	165	4.85	873	2/15/2022	\$294.19	\$5,724.78	\$5,724.78
2/18/2022	LPC								\$81.87	\$5,806.65	\$5,806.65
2/18/2022	BILL	6270	R	28	152	5.43	876	3/16/2022	\$264.99	\$6,071.64	\$6,071.64
3/22/2022	LPC								\$85.85	\$6,157.49	\$6,157.49
3/22/2022	BILL	6397	R	30	127	4.23	583	4/14/2022	\$237.41	\$6,394.90	\$6,394.90
4/21/2022	LPC								\$89.41	\$6,484.31	\$6,484.31
4/21/2022	BILL	6526	R	32	129	4.03	431	5/16/2022	\$225.16	\$6,709.47	\$6,709.47
5/19/2022	LPC								\$92.79	\$6,802.26	\$6,802.26
5/19/2022	BILL	6589	R	28	63	2.25	160	6/14/2022	\$113.58	\$6,915.84	\$6,915.84
6/18/2022	LPC								\$94.49	\$7,010.33	\$7,010.33
6/18/2022	BILL	6635	R	30	46	1.53	1	7/14/2022	\$279.72	\$7,290.05	\$7,290.05
7/19/2022	WNA2&5								(\$181.03)	\$7,109.02	\$7,109.02
7/20/2022	LPC								\$98.69	\$7,207.71	\$7,207.71
7/20/2022	BILL	6664	R	32	29	0.91	0	8/12/2022	\$73.56	\$7,281.27	\$7,281.27
8/18/2022	BILL	6693	R	29	29	1	0	9/13/2022	\$73.56	\$7,354.83	\$7,354.83
8/24/2022	PAY							Check	(\$1,238.85)	\$6,115.98	\$6,115.98
9/17/2022	BILL	6721	R	30	28	0.93	0	10/11/2022	\$70.80	\$6,186.78	\$6,186.78
10/18/2022	BILL	6749	R	29	28	0.97	112	11/10/2022	\$69.93	\$6,256.71	\$6,256.71
11/16/2022	LPC								\$84.42	\$6,341.13	\$6,341.13
11/16/2022	BILL	6791	R	31	42	1.35	230	12/12/2022	\$102.10	\$6,443.23	\$6,443.23
12/15/2022	LPC								\$85.95	\$6,529.18	\$6,529.18
12/15/2022	BILL	6921	R	29	130	4.48	644	1/12/2023	\$259.97	\$6,789.15	\$6,789.15
1/18/2023	LPC								\$89.85	\$6,879.00	\$6,879.00
1/18/2023	BILL	7076	R	31	155	5	777	2/10/2023	\$310.82	\$7,189.82	\$7,189.82
2/15/2023	LPC								\$94.52	\$7,284.34	\$7,284.34

2/15/2023	BILL	7223	R	31	147	4.74	750	3/13/2023	\$313.59	\$7,597.93	\$7,597.93
3/17/2023	LPC								\$99.22	\$7,697.15	\$7,697.15
3/17/2023	BILL	7352	R	30	129	4.3	616	4/12/2023	\$248.30	\$7,945.45	\$7,945.45
4/18/2023	LPC								\$102.94	\$8,048.39	\$8,048.39
4/18/2023	BILL	7459	R	30	107	3.57	390	5/11/2023	\$190.44	\$8,238.83	\$8,238.83
5/17/2023	BILL	7541	R	31	82	2.65	191	6/12/2023	\$139.56	\$8,378.39	\$8,378.39
6/16/2023	LPC								\$107.89	\$8,486.28	\$8,486.28
6/16/2023	BILL	7590	R	30	49	1.63	27	7/13/2023	\$86.57	\$8,572.85	\$8,572.85
7/18/2023	LPC								\$109.19	\$8,682.04	\$8,682.04
7/18/2023	BILL	7618	R	30	28	0.93	3	8/10/2023	\$54.03	\$8,736.07	\$8,736.07
8/4/2023	PAY							Check	(\$2,840.00)	\$5,896.07	\$5,896.07
8/16/2023	LPC								\$67.40	\$5,963.47	\$5,963.47
8/16/2023	BILL	7640	R	31	22	0.71	0	9/11/2023	\$45.88	\$6,009.35	\$6,009.35
9/16/2023	BILL	7660	R	31	20	0.65	0	10/10/2023	\$43.06	\$6,052.41	\$6,052.41
10/17/2023	LPC								\$68.74	\$6,121.15	\$6,121.15
10/17/2023	BILL	7718	R	29	58	2	57	11/9/2023	\$93.39	\$6,214.54	\$6,214.54
10/31/2023	LPCWVE								(\$285.82)	\$5,928.72	\$5,928.72

Specific Service Agreement Statement of Account SA- 8046548888

<b>Customer Name</b>	<b>From Date</b>	<b>To Date</b>		
TERRIA WILKS	8/21/2020	11/1/2023		
<b>Service Address</b>	<b>Account Number</b>	<b>S A Number</b>	<b>Meter</b>	<b>Rate/Class</b>
7545 SHERWOOD RD PHIL, PA 191512120		8046548888	1783344	GS

STATEMENT

Transaction Date	Transaction Type	Reading	Read Code	# of Days	CCF Usage	Average CCF/Day	Heating DDDs	Payment Type	Due Date	Transaction Amount	Current Balance	Actual Balance
10/15/2021	PAY							Debit Card		(\$273.00)	\$4,955.64	\$4,955.64
11/15/2021	PAY							Debit Card		(\$273.00)	\$4,682.64	\$4,682.64
12/15/2021	PAY							Debit Card		(\$273.00)	\$4,409.64	\$4,409.64
8/24/2022	PAY							Check		(\$4,409.64)	\$0.00	\$0.00

**Search For Negotiated Payment Arrangement** [X]

Search Criteria

Account...   Wilks, Terria L

From Date:

Date	Seq	Status	Comments
08/24/2022	1	Broken	
08/25/2021	1	Broken	BCS: 3796411
05/04/2021	1	Broken	
10/03/2018	1	Broken	> FORMAL SETTLEMENT C2018-3004462 >
05/25/2018	1	Broken	BCS # 3594648
04/02/2012	1	Broken	
03/17/2008	1	Broken	
12/05/2007	1	Broken	

8 record(s) found.

# PHILADELPHIA GAS WORKS

## PUC

### Opening XML

<b>Case Number:</b>	3796411
<b>Company Name:</b>	PGW (PHILA. GAS WORKS (NGDC))
<b>Company Code:</b>	0766
<b>Company Type</b>	GAS TRANSPORTER
<b>Customer First Name:</b>	TERRIA
<b>Customer Middle Initial:</b>	
<b>Customer Last Name:</b>	WILKS
<b>Customer Account Number:</b>	
<b>Customer Home Phone w/ Area Code:</b>	
<b>Customer Work Phone w/ Area Code:</b>	
<b>Customer Service Class:</b>	RESIDENTIAL
<b>Customer Mail Address 1:</b>	
<b>Customer Mail Address 2:</b>	
<b>Customer Mail Address City:</b>	
<b>Customer Mail Address State:</b>	
<b>Customer Mail Address Zip:</b>	
<b>Customer Mail Address 4-Zip:</b>	
<b>Customer Service Address 1:</b>	7545 SHERWOOD ROAD
<b>Customer Service Address 2:</b>	
<b>Customer Service Address City:</b>	PHILADELPHIA
<b>Customer Service Address State:</b>	PA
<b>Customer Service Address Zip:</b>	19151
<b>Customer Service Address 4-Zip:</b>	
<b>Customer Family Adults:</b>	1
<b>Customer Family Children:</b>	1
<b>Customer Family Age:</b>	11
<b>Gross Income</b>	
<b>Source</b>	<b>Income Amount</b>
WAGES	3666
<b>Date Open:</b>	2021-07-27
<b>Reason For Contact:</b>	ON - PAR NEEDED (# 61)
<b>Term Date:</b>	2021-08-02
<b>Business Name:</b>	
<b>Case Problem:</b>	

**Company Position:** 07/27/2021 COMPANY IS REQUESTING 9500.00 TO PREVENT SHUT OFF.

**Related Information:** 61 – CUSTOMER NEEDS A PAYMENT ARRANGEMENT. NOTES FOR COMPANY – IF RESPONDING WITH AN EGW ABBREVIATED PAR REPORT FOR A STRAIGHT PAYMENT ARRANGEMENT REQUEST (CODE 61), YOU MUST ALSO COMPLETE AND SEND THE “ABBREVIATED REPORT ATTACHMENT.” IF RESPONDING WITH AN EGW FULL PAR REPORT, THE REPORT MUST ANSWER THE SAME QUESTIONS FROM THE “ABBREVIATED REPORT ATTACHMENT.” THE PA’S MUST COMPLY WITH THE MARCH 18, 2021 ORDER (M-2020-3019244). - RELIEF SOUGHT - PUC PAR NEEDED THE CELL PHONE NUMBER (267) 736 - 3892 HAS BEEN ALLOWED TO BE SHARED. THE EMAIL ADDRESS TERRIAWILKS@YAHOO.COM HAS BEEN ALLOWED TO BE SHARED.

**Case Misc Info:**

**Hot Issue:**

**Case Origin:** TELEPHONE

**Prior Case Number:** 3775940

**Universal Service:** N

**Arrearage:** 9906.23

**BCS Investigator First Name:** BCS

**BCS Investigator Last Name:** CASE POOL

**BCS Investigator Phone w/ Area Code:** 7177875468

**BCSIntaker First Name:** VICKI

**BCSIntaker Last Name:** ROSS

**Number Of Time Send:** 1

**Number Of Time Faxed:** 0

**Number Of Time Faxed:** 7177876641

# PHILADELPHIA GAS WORKS

## PUC

### Closing XML

**Case Number:** 3796411  
**Company Name:** PGW (PHILA. GAS WORKS (NGDC))  
**Company Code:** 0766  
**Company Type:** GAS TRANSPORTER  
**Customer First Name:** TERRIA  
**Customer Middle Initial:**  
**Customer Last Name:** WILKS  
**Account Number:**  
**Service Address 1:** 7545 SHERWOOD ROAD  
**Service Address 2:**  
**Service City:** PHILADELPHIA  
**Service State:** PA  
**Service Zip 5:** 19151  
**Service Zip 4:**  
**Decision Issue:** Y  
**Oral Written:** W  
**Violation:** NO  
**Chapter:**  
**Section Rule:**  
**Total Balance:** 9906.23  
**Date Closed:** 2021-08-20  
**Resolution:** DECISION LETTER ISSUED-- STRAIGHT PAR: DECISION ISSUED - LEVEL 1, BUDGET 107.00 + 166.00 = 273.00 BEGINNING ?OCT 2021 DUE DATE. WAIVE LPCS. CUSTOMER WAS PLACED ON A COMPANY POST COVID PAR ON 5/4/2021. PAR DEFAULTED. THIS CUSTOMER QUALIFIES FOR NEW 60 MONTHS PUC PAYMENT TERMS IN ACCORDANCE WITH THE COMMISSION'S PUBLIC UTILITY SERVICE TERMINATION MORATORIUM PROCLAMATION OF DISASTER EMERGENCY-COVID-19, DOCKET NO. M-2020-3019244 (EMERGENCY ORDER REVISED AND RATIFIED ON MARCH 18, 2021, EFFECTIVE APRIL 1, 2021). DECISION ISSUED.  
**Balance Date:** 2021-08-13  
**Service Restored Pay:** 0.00  
**Service Continue Amount:** 0.00  
**Service Continue Date:**  
**Terms:** OCTOBER 2021 DUE DATE  
**Special Budget Amount:** 273.00

**Regular Budget Amount:** 107.00  
**Arrears Payment Plus:** 166.00  
**FinalMonthlyPayment:** 0.00  
**CurrentMonthlyPayment:** 0.00  
**EndMonthlyPayment:** 0.00  
**LetterDescription:**  
**HeadDate:** 2021-08-20  
**Paragraph:**  
**Bill Date:**  
**Reconnect Amount:** 0  
**Pay Amount:** 0.00  
**BCS Investigator First Name:** RICKY  
**BCS Investigator Last Name:** WIJAYA  
**Number Of Time Send:** 1  
**Number Of Time Faxed:** 0  
**PUC Fax:** 7177876641

# PHILADELPHIA GAS WORKS

## PUC

### Opening XML

<b>Case Number:</b>	3853419
<b>Company Name:</b>	PGW (PHILA. GAS WORKS (NGDC))
<b>Company Code:</b>	0766
<b>Company Type</b>	GAS TRANSPORTER
<b>Customer First Name:</b>	TERRIA
<b>Customer Middle Initial:</b>	
<b>Customer Last Name:</b>	WILKS
<b>Customer Account Number:</b>	
<b>Customer Home Phone w/ Area Code:</b>	
<b>Customer Work Phone w/ Area Code:</b>	
<b>Customer Service Class:</b>	RESIDENTIAL
<b>Customer Mail Address 1:</b>	
<b>Customer Mail Address 2:</b>	
<b>Customer Mail Address City:</b>	
<b>Customer Mail Address State:</b>	
<b>Customer Mail Address Zip:</b>	
<b>Customer Mail Address 4-Zip:</b>	
<b>Customer Service Address 1:</b>	7545 SHERWOOD RD
<b>Customer Service Address 2:</b>	
<b>Customer Service Address City:</b>	PHILADELPHIA
<b>Customer Service Address State:</b>	PA
<b>Customer Service Address Zip:</b>	19151
<b>Customer Service Address 4-Zip:</b>	
<b>Customer Family Adults:</b>	1
<b>Customer Family Children:</b>	1
<b>Customer Family Age:</b>	
<b>Gross Income</b>	
<b>Source</b>	<b>Income Amount</b>
WAGES	3000
<b>Date Open:</b>	2022-07-27
<b>Reason For Contact:</b>	ON - PAR NEEDED (# 61)
<b>Term Date:</b>	2022-08-01
<b>Business Name:</b>	SAME
<b>Case Problem:</b>	
<b>Company Position:</b>	07/26/2022 PAY 800.00 TO GET BACK ON CO PAR,

**Related Information:** 61 – PAYMENT ARRANGEMENT REQUEST. - RELIEF SOUGHT - PUC PAR THE CELL PHONE NUMBER (267) 736 - 3892 HAS BEEN ALLOWED TO BE SHARED. THE EMAIL ADDRESS TERRIAWILKS@YAHOO.COM HAS BEEN ALLOWED TO BE SHARED.

**Case Misc Info:**

**Hot Issue:**

**Case Origin:** TELEPHONE

**Prior Case Number:** 3775940

**Universal Service:** Y

**Arrearage:** 11000

**BCS Investigator First Name:** BCS

**BCS Investigator Last Name:** CASE POOL

**BCS Investigator Phone w/ Area Code:** 7177875468

**BCSIntaker First Name:** JOHN

**BCSIntaker Last Name:** LANGAN

**Number Of Time Send:** 1

**Number Of Time Faxed:** 0

**Number Of Time Faxed:** 7177876641

# PHILADELPHIA GAS WORKS

## PUC

### Closing XML

<b>Case Number:</b>	3853419
<b>Company Name:</b>	PGW (PHILA. GAS WORKS (NGDC))
<b>Company Code:</b>	0766
<b>Company Type:</b>	GAS TRANSPORTER
<b>Customer First Name:</b>	TERRIA
<b>Customer Middle Initial:</b>	
<b>Customer Last Name:</b>	WILKS
<b>Account Number:</b>	
<b>Service Address 1:</b>	7545 SHERWOOD RD
<b>Service Address 2:</b>	
<b>Service City:</b>	PHILADELPHIA
<b>Service State:</b>	PA
<b>Service Zip 5:</b>	19151
<b>Service Zip 4:</b>	
<b>Decision Issue:</b>	N
<b>Oral Written:</b>	W
<b>Violation:</b>	NO
<b>Chapter:</b>	
<b>Section Rule:</b>	
<b>Total Balance:</b>	11690.91
<b>Date Closed:</b>	2022-08-22
<b>Resolution:</b>	DISMISSAL LETTER ISSUED: CASE DISMISSED PER 1405 D. CUSTOMER HAS NOT SATISFIED THE PRIOR PUC PAR BCS # 3796411.
<b>Balance Date:</b>	2022-08-17
<b>Service Restored Pay:</b>	0.00
<b>Service Continue Amount:</b>	0.00
<b>Service Continue Date:</b>	
<b>Terms:</b>	
<b>Special Budget Amount:</b>	0.00
<b>Regular Budget Amount:</b>	0.00
<b>Arrears Payment Plus:</b>	0.00
<b>FinalMonthlyPayment:</b>	0.00
<b>CurrentMonthlyPayment:</b>	0.00
<b>EndMonthlyPayment:</b>	0.00

**LetterDescription:**

**HeadDate:** 2022-08-19

**Paragraph:**

**Bill Date:**

**Reconnect Amount:** 0

**Pay Amount:** 0.00

**BCS Investigator First Name:** IVAN

**BCS Investigator Last Name:** LIM

**Number Of Time Send:** 1

**Number Of Time Faxed:** 0

**PUC Fax:** 7177876641

# PHILADELPHIA GAS WORKS

## PUC

### Opening XML

<b>Case Number:</b>	3908716
<b>Company Name:</b>	PGW (PHILA. GAS WORKS (NGDC))
<b>Company Code:</b>	0766
<b>Company Type</b>	GAS TRANSPORTER
<b>Customer First Name:</b>	TERRIA
<b>Customer Middle Initial:</b>	
<b>Customer Last Name:</b>	WILKS
<b>Customer Account Number:</b>	
<b>Customer Home Phone w/ Area Code:</b>	
<b>Customer Work Phone w/ Area Code:</b>	
<b>Customer Service Class:</b>	RESIDENTIAL
<b>Customer Mail Address 1:</b>	
<b>Customer Mail Address 2:</b>	
<b>Customer Mail Address City:</b>	
<b>Customer Mail Address State:</b>	
<b>Customer Mail Address Zip:</b>	
<b>Customer Mail Address 4-Zip:</b>	
<b>Customer Service Address 1:</b>	7545 SHERWOOD RD
<b>Customer Service Address 2:</b>	
<b>Customer Service Address City:</b>	PHILADELPHIA
<b>Customer Service Address State:</b>	PA
<b>Customer Service Address Zip:</b>	19151
<b>Customer Service Address 4-Zip:</b>	
<b>Customer Family Adults:</b>	1
<b>Customer Family Children:</b>	1
<b>Customer Family Age:</b>	13
<b>Gross Income</b>	
<b>Source</b>	<b>Income Amount</b>
A1 WAGES	4049.07
<b>Date Open:</b>	2023-05-09
<b>Reason For Contact:</b>	SCIC PAR (SIG. CHANGE IN CIRCUMSTANCE) (# 66)
<b>Term Date:</b>	2023-05-09
<b>Business Name:</b>	
<b>Case Problem:</b>	

**Company Position:** 05/09/2023 PAY \$2840 TO PREVENT SERVICE TERMINATION.

**Related Information:** 66 SCIC CUSTOMER STATES THAT HER SON'S FATHER PASSED AWAY AND SHE IS NOW RESPONSIBLE FOR ALL HH BILLS. THIS HAS MADE IT DIFFICULT TO PAY HER MONTHLY BILLS. - RELIEF SOUGHT - SEEKING NEW PUC PAR. - RELIEF SOUGHT - THE CELL PHONE NUMBER (267) 736 - 3892 HAS BEEN ALLOWED TO BE SHARED. THE EMAIL ADDRESS TERRIAWILKS@YAHOO.COM HAS BEEN ALLOWED TO BE SHARED.

**Case Misc Info:**

**Hot Issue:**

**Case Origin:** TELEPHONE

**Prior Case Number:**

**Universal Service:** N

**Arrearage:** 8238.83

**BCS Investigator First Name:** BCS

**BCS Investigator Last Name:** CASE POOL

**BCS Investigator Phone w/ Area Code:** 7177875468

**BCSIntaker First Name:** VICKI

**BCSIntaker Last Name:** ROSS

**Number Of Time Send:** 1

**Number Of Time Faxed:** 0

**Number Of Time Faxed:** 7177876641

# PHILADELPHIA GAS WORKS

## PUC

### Closing XML

**Case Number:** 3908716  
**Company Name:** PGW (PHILA. GAS WORKS (NGDC))  
**Company Code:** 0766  
**Company Type:** GAS TRANSPORTER  
**Customer First Name:** TERRIA  
**Customer Middle Initial:**  
**Customer Last Name:** WILKS  
**Account Number:**  
**Service Address 1:** 7545 SHERWOOD RD  
**Service Address 2:**  
**Service City:** PHILADELPHIA  
**Service State:** PA  
**Service Zip 5:** 19151  
**Service Zip 4:**  
**Decision Issue:** N  
**Oral Written:** W  
**Violation:** NO  
**Chapter:**  
**Section Rule:**  
**Total Balance:** 5896.07  
**Date Closed:** 2023-08-09  
**Resolution:** CASE DISMISSED. PER 1405(D), THE CUSTOMER HAS A PRIOR UNSATISFIED PUC PAYMENT ARRANGEMENT (3796411). THE CUSTOMER'S EVIDENCE PRESENTED TO THE PUC TO SUPPORT THEIR CLAIM OF A SIGNIFICANT CHANGE IN CIRCUMSTANCE SHOWS AN INCREASE AND NOT A DECREASE IN THE CUSTOMER'S INCOME.  
**Balance Date:** 2023-05-24  
**Service Restored Pay:** 0.00  
**Service Continue Amount:** 1065.00  
**Service Continue Date:**  
**Terms:**  
**Special Budget Amount:** 0.00  
**Regular Budget Amount:** 0.00  
**Arrears Payment Plus:** 0.00  
**FinalMonthlyPayment:** 0.00

**CurrentMonthlyPayment:** 0.00  
**EndMonthlyPayment:** 0.00  
**LetterDescription:**  
**HeadDate:** 2023-08-10  
**Paragraph:**  
**Bill Date:**  
**Reconnect Amount:** 0  
**Pay Amount:** 0.00  
**BCS Investigator First Name:** STEVEN  
**BCS Investigator Last Name:** MCGINNESS  
**Number Of Time Send:** 1  
**Number Of Time Faxed:** 0  
**PUC Fax:** 7172658273

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Terria L. Wilks

v.

Philadelphia Gas Works

:  
:  
:  
:  
:

F-2015-2471533

**INITIAL DECISION**

Before  
Darlene R. Davis Heep  
Administrative Law Judge

This decision finds that PGW has not violated any regulations, laws or Commission Orders and that Ms. Wilkes is not entitled to a payment arrangement. The Complaint is dismissed.

**HISTORY OF THE PROCEEDING**

On or about March 3, 2015, Terria L. Wilks (“Complainant” or “Ms. Wilks”) filed a formal Complaint against Philadelphia Gas Works (“PGW” or “Company” or “Respondent”). The Complaint is a timely appeal of a Bureau of Consumer Services (“BCS”) decision in favor of PGW, BCS # 3312772.

In the Complaint, Ms. Wilks contends that: 1) all 2009 and earlier bills for a previous address were incorrect, 2) the utility is threatening to shut off her service or has already shut off her service, 3) there are incorrect or high charges on her bill, 4) she would like a payment arrangement and, 5) she would like her service restored.

In its Answer, PGW admits that it terminated Complainant's service on April 13, 2014, and denies that there are incorrect charges on Complainant's bill. PGW avers that a balance of \$3,278.40 was transferred from Complainant's previous address at 934 S. 55<sup>th</sup> Street, Philadelphia, Pennsylvania, to the account of 1208 S. Ruby Street, Philadelphia, Pennsylvania ("service address"). The Company further states that in order to restore Complainant's service, the Company requires payment of the full account balance \$7,624.08, a reconnection fee of \$123.23 and \$159.00 for half of the security deposit.

The hearing was held as scheduled on Tuesday, June 2, 2015. Complainant represented herself and presented no exhibits. PGW was represented by Michael Decktor, Esq., who presented one witness, PGW Customer Review Unit Officer Patricia Bernard. Attorney Decktor also introduced the following exhibits:

PGW1 – Contacts for the Account  
PGW2 – Shut off Notice  
PGW3 – Statement of Account  
PGW4 – BSC Decision

All exhibits were admitted into the record.

At the beginning of the hearing, Complainant was advised that there is a three-year statute of limitations. 66 Pa.C.S. § 3314. Counsel for PGW moved to dismiss all claims. That motion was denied with respect to the payment agreement, incorrect charges and shut off related claims. The motion was granted with respect to claims beyond the statute of limitations, to be addressed in the written decision. (Tr.14). The hearing proceeded on the remaining issues.

The record closed on July 6, 2015, upon receipt of the transcript.

FINDINGS OF FACT

1. Complainant, Terria L. Wilks, is the customer of record for the service address, 1208 Ruby Street, Philadelphia, Pennsylvania.
2. Respondent is PGW, a jurisdictional public utility in Pennsylvania.
3. Complainant lived on 55<sup>th</sup> Street in Philadelphia, Pennsylvania from 2007-2009. (Tr.13).
4. Complainant moved to the service address on Ruby Street in 2009. (Tr.13).
5. On April 3, 2012, Complainant received a Public Utility Commission Bureau of Consumer Services (“BCS”) payment arrangement, BCS # 2948866. (PGW1, p. 13).
6. The Commission BCS # 2948866 payment arrangement required Complainant to pay \$323.00 per month beginning May of 2012. (PGW1, p. 14).
7. On April 9, 2012, Complainant made one partial payment of \$200.00.
8. Complainant made no other payments and on July 31, 2012, defaulted on the Commission arrangement. (PGW3, p. 3; Tr. 17).
9. A ten-day shut off notice was issued to Complainant on March 21, 2014. (PGW2).

10. Complainant received the shut-off notice by mail. (Tr. 7).
11. PGW shut off service at the service address on April 3, 2014. (PGW 1,p.3).
12. After termination of service, Complainant moved to live with a relative at a different address. (Tr.11).
13. Complainant's father lives at the service address, for which Complainant maintains a lease. (Tr. 11).
14. Complainant defaulted on three payment arrangements with PGW. (Tr. 18, PGW 1 and 3).

#### DISCUSSION

Any offense alleged by the Complainant must be a violation of the Public Utility Code ("Code"), the Commission's regulations, or an outstanding order of the Commission. 66 Pa.C.S. § 701. The Code requires that:

Every public utility shall furnish and maintain adequate, efficient, safe, and reasonable service and facilities, and shall make all such repairs, changes, alterations, substitutions, extensions, and improvements in or to such service and facilities as shall be necessary or proper for the accommodation, convenience, and safety of its patrons, employees, and the public. Such service also shall be reasonably continuous and without unreasonable interruptions or delay. Such service and facilities shall be in conformity with the regulations and orders of the commission.

66 Pa.C.S. § 1501.

Section 332(a) of the Public Utility Code, 66 Pa.C.S. § 332(a), provides that the party seeking relief from the Commission has the "burden of proof." To satisfy the burden of proof, Complainant must show that the respondent public utility is responsible or accountable for the problem described in the Complaint. *Patterson v. Bell Telephone Company of Pennsylvania*, 72 Pa.PUC 196 (1990). Such a showing must be by a preponderance of the evidence. *Samuel J. Lansberry, Inc. v. Pa. Public Utility Comm'n*, 134 Pa. Commw. 218, 221-222, 578 A.2d 600, 602 (1990); alloc. den., 602 A.2d 863 (1992). The term "preponderance of the evidence" means that one party has presented evidence which is more convincing, by even the smallest amount, than the evidence presented by the other party. *Lehigh Valley Transp. Servs. v. Pa. PUC*, 56 A.3d 49, n. 6 (Pa. Commw. Ct. 2012).

Upon the presentation by a complainant of a *prima facie* case, i.e., evidence sufficient to initially satisfy the burden of proof, the burden of going forward with the evidence to rebut the evidence of the customer shifts to the respondent. If the evidence presented by the respondent is of co-equal value or "weight," the burden of proof has not been satisfied. The complainant now has to provide some additional evidence to rebut that of the respondent. *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 going forward with the evidence 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).

### **2009 and prior bills**

Complainant believed that her balance is high because she was overcharged for PGW service at her 55<sup>th</sup> Street residence. (Tr. 10). Complainant lived on 55<sup>th</sup> Street from 2007-2009. (FOF 3).

The Commission only has the powers and authority granted to it by the General Assembly contained in the Public Utility Code. *Tod and Lisa Shedlosky v. Pennsylvania Electric Co.*, Docket No. C-20066937 (Order entered May 28, 2008); *Feingold v. Bell Tel. Co. of Pa.*, 383 A.2d 791 (Pa. 1977). Pursuant to Section 3314 of the Code, 66 Pa.C.S. § 3314.

No action for the recovery of any penalties or forfeitures incurred under the provisions of this part, and no prosecutions on account of any matter or thing mentioned in this part, shall be maintained unless brought within three years from the date at which the liability therefore arose, except as otherwise provided in this part.

66 Pa.C.S. § 3314(a).

Complainant lived on 55<sup>th</sup> Street and received bills there from 2007 to 2009 and therefore any related claims are more than three years old. As these claims are beyond the statute of limitations, in compliance with 66 PA.C.S § 3314(a), the Commission cannot provide Complainant relief on those claims.

### **Shut-off of Service**

The Complaint alleges that PGW threatened to shut off or shut off her service. PGW admits that it shut off Complainant's service on Ruby Street. Complainant did not establish a *prima facie* case on this claim as she presented no evidence that PGW was in error in shutting off her service.

A utility may terminate service for:

- (1) Nonpayment of an undisputed delinquent account.
- (2) Failure to complete payment of a deposit, provide a guarantee of payment or establish credit.
- (3) Failure to permit access to meters, service connections or other property of the public utility for the purpose of replacement, maintenance, repair or meter reading.
- (4) Failure to comply with the material terms of a payment arrangement. Complainant failed to make payments or comply with payment arrangements.

52 Pa. Code § 56.81

A customer must be given notice prior to a termination service. Notice of termination and actual termination by a utility are conducted in accordance with the Commission's regulations, which provide in pertinent part:

§ 56.91. General notice provisions and contents of termination notice

(a) Prior to terminating service for grounds authorized by § 56.81 (relating to authorized termination of service), a public utility shall provide written notice of the termination to the customer at least 10 days prior to the date of the proposed termination. The termination notice shall remain effective for 60 days. In the event of a user without contract as defined in § 56.2 (relating to definitions), the public utility shall comply with §§ 56.93 -- 56.97, but need not provide notice 10 days prior to termination.

Complainant received proper notice of the final termination. A ten-day notice was issued to Complainant on March 21, 2014. The service was not shut off until April 1, 2014, 11 days after the date of the notice. Complainant received this notice. (FOF 10). There is no evidence that PGW failed to comply with any shut-off notice requirements.

PGW had the authority to shut off the service under 52 Pa. Code § 56.81(1) (Nonpayment of an undisputed delinquent account) and § 56.81 (4) (Failure to make payments or comply with payment arrangements.) Complainant did not pay an undisputed delinquent amount<sup>1</sup> and failed to comply with the payment arrangement of the Commission. (FOF 8). She also defaulted on payment arrangements with PGW. (FOFs 5-8, 14). The April 3, 2014 shut off was not the first for nonpayment or default on a payment arrangement. (Tr. 18-19). Further, between January of 2012 and termination in April of 2014, Complainant made only 4 payments on her PGW account. (PGW 3). No evidence was presented to suggest that the termination was in error or in violation of the Code, regulations or a Commission Order. Complainant cannot prevail on this issue.

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<sup>1</sup> The balance now due to PGW includes amounts transferred from Complainant's 55<sup>th</sup> Street account to Complainant's service address account. In the event of discontinuance of service, a public utility may transfer any unpaid balance to a new residential service account of the same customer. 52 Pa.Code § 56.16(b).

**Incorrect or high charges**

Complainant presented no evidence that there were incorrect or high charges on her bills within the statute of limitations. Complainant did not establish a *prima facie* case and therefore cannot prevail here.

**Payment arrangement**

The Responsible Utility Customer Protection Act (Chapter 14) applies when a Complainant is seeking a payment arrangement. This authorizes the Commission to establish payment arrangements between a public utility, customers and applicants within the limits established. 66 Pa.C.S. § 1405.

In order to be eligible for a payment arrangement, the Complainant must be a "customer" or "applicant" as defined by 66 Pa.C.S. § 1403. If the Complainant is not a "customer" or "applicant", the Commission is not authorized to establish a payment arrangement between the customer and the Respondent. The statute at 66 Pa.C.S. § 1403 defines applicant and customer as follows:

"Applicant." A natural person not currently receiving service who applies for residential service provided by a public utility or any adult occupant whose name appears on the mortgage, deed or lease of the property for which the residential utility service is requested.

"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.

In pertinent part, Chapter 14 provides as follows:

§ 1405. Payment arrangements.

(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.

(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(a), (d).

A change in income is defined as,

A decrease in household income of 20% or more if 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.

66 Pa.C.S. § 1403.

Complainant no longer resides at the address and therefore there is a question as to whether or not she is a “customer” or “applicant” for purposes of Chapter 14. When she was undoubtedly a PGW customer, Complainant was awarded a Commission payment arrangement on April 3, 2012. The arrangement required that she make payments of \$323.00 per month beginning in May of 2012. (FOF 5). Complainant did not appeal this BCS decision. On April 9, 2012, Complainant contacted PGW to confirm when her next payment was due. PGW records reflect that Complainant was satisfied with the information given. (PGW 1, p. 13).

After making a partial payment of \$200.00 on April 9, 2012, Complainant made no further payments on the Commission-issued payment arrangement. *Id.* Following this default on the Commission-issued arrangement, on July 31, 2012, Complainant was shut-off for non-payment. *Id.* Complainant was subsequently given a Company payment arrangement and

was shut off in 2014 for failure to maintain that arrangement. Because she defaulted on the Commission payment arrangement, Complainant is not eligible for another payment arrangement except under specific circumstances

Under 66 Pa.C.S. § 1403 and §1405(d), if a “customer” defaults on a commission payment arrangement, the “customer” is eligible for a subsequent payment arrangement if there is a change in income. Complainant, who has maintained her lease at the service address with a desire to return (Tr. 11), may be considered an “applicant” here. The Commission interpreted the term “applicant” as used in Chapter 14 to include those customers who have been terminated. *George Crawford v. NFGDC*, C-20066348 (Final Order entered December 6, 2007). With a strict reading of § 1403 and §1405(d), however, because Complainant is an “applicant” and no longer a “customer,” she is not eligible for a “change in income” payment arrangement.

Even if she is considered a “customer” based on her challenge of the shut-off and her continued lease of the service address, §1403 and §1405(d) do not provide her relief. There is no record evidence that Complainant had a decrease in household income. Consequently, her request for a payment arrangement will be denied.

### **Restoration of service**

Although not directly stated, it appears that the Complainant is seeking restoration of service in her name at the service address. She maintains the lease at the service address (FOF 13) and in the Complaint states that “the utility is requesting the whole amount in which I can’t afford.” (Complaint at 5). In its Answer, PGW states that Ms. Wilks must pay \$7,624.08, a reconnection fee of \$123.23 plus \$159 for half of a security deposit before her service is restored.

PGW can require these payments. For purposes of this section, Complainant is an Applicant. See *George Crawford*, 66 Pa.C.S. § 1403. According to Section 1407(d) of the Public Utility Code, “A public utility may also require the payment of any outstanding balance or portion of an outstanding balance if the applicant resided at the property for which service is

requested during the time the outstanding balance accrued and for the time the applicant resided there." 66 Pa.C.S. § 1407(d). Because she defaulted on three payment arrangements, 66 Pa.C.S. § 1407(c) also allows PECO to require full payment of the balance before restoration.

The Commission's regulations also address the payment of outstanding balances at Title 52 of the Pennsylvania Code, Section 56.35(a), which states:

Payment of outstanding balance

(a) A public utility may require, as a condition of the furnishing of residential service to an applicant, the payment of any outstanding residential account with the public utility which accrued within the past 4 years for which the applicant is legally responsible and for which the applicant was billed properly.

Pursuant to 66 Pa.C.S. § 1407, a public utility may require a reconnection fee and full payment of any outstanding balance to restore service. A public utility may additionally, pursuant to 66 Pa.C.S. § 1404(a)(1)(v), require a deposit from an applicant that was a customer whose service was terminated for failure to comply with a payment agreement, as was Complainant's and discussed above. Section 1404(a)(1) allows the company to require a security deposit.

PGW has not violated any laws, regulations or Commission orders by requiring that Complainant pay the balance at the time of her termination in 2014, restoration fee and deposit in order to have her service restored. Therefore, Complainant cannot prevail on this issue.

CONCLUSIONS OF LAW

1. The Commission must act within and cannot exceed its authority. *Tod and Lisa Shedlosky v. Pennsylvania Electric Co.*, Docket No. C-20066937 (Order entered May 28, 2008); *Feingold v. Bell Tel. Co. of Pa.*, 383 A.2d 791 (Pa. 1977).



**PENNSYLVANIA  
PUBLIC UTILITY COMMISSION  
Harrisburg, PA 17105-3265**

Terria L. Wilks :  
v. : F-2015-2471533  
Philadelphia Gas Works :

**FINAL ORDER**

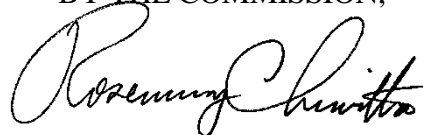
In accordance with the provisions of Section 332(h) of the Public Utility Code, 66 Pa. C.S. §332(h), the decision of Administrative Law Judge Darlene R. Davis Heep dated July 27, 2015, has become final without further Commission action;

THEREFORE,

IT IS ORDERED:

1. That the Complaint of Terria Wilks against Philadelphia Gas Works at Docket No. F-2015-2471533 is denied and dismissed.
2. That the Secretary mark this docket closed.

BY THE COMMISSION,



Rosemary Chiavetta  
Secretary

(SEAL)

ORDER ENTERED: November 6, 2015