



PHILADELPHIA GAS WORKS

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April 18, 2024

VIA ELECTRONIC FILING

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

Re: Joan Preston v. Philadelphia Gas Works; Docket No. C-2023-3041161

Dear Secretary Chiavetta:

Enclosed for electronic filing please find Philadelphia Gas Works' Reply to Complainant's Exceptions to the Initial Decision issued in the above-referenced matter. Copies to be served in accordance with the attached Certificate of Service.

Sincerely,

/s/ Graciela Christlieb

Graciela Christlieb, Esquire

Enclosure

cc: Cert. of Service [w/enc.]

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of Philadelphia Gas Works' Reply to Exceptions upon the persons listed below in the manner indicated in accordance with the requirements of 52 Pa. Code §1.54 (relating to service by a party).

VIA ELECTRONIC MAIL

Joan Preston

divinechangel@aol.com

Date: April 18, 2024

/s/ Graciela Christlieb

Graciela Christlieb, Esquire

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Joan Preston,	:	
Complainant,	:	
v.	:	Docket No. C-2023-3041161
	:	
Philadelphia Gas Works,	:	
Respondent.	:	

REPLY EXCEPTIONS OF PHILADELPHIA GAS WORKS

Pursuant to 52 Pa. Code §5.535 of the regulations of the Pennsylvania Public Utility Commission (“Commission”) and the Secretarial Letter dated April 8, 2024, issued in the above-captioned proceeding, the Philadelphia Gas Works (“PGW” or “Respondent”) hereby submits the following Reply to the Exceptions filed by Joan Preston (“Complainant” or “Ms. Preston”) to the Initial Decision of Administrative Law Judge Arlene Ashton (“Judge Ashton” or “Presiding Officer”) in this matter (“Initial Decision”).

I. INTRODUCTION

On June 9, 2023, Ms. Preston filed a Formal Complaint with the Commission against PGW alleging that she was not responsible for a bill for gas service issued to her by PGW. As relief, Ms. Preston requested that the Commission order PGW to cease efforts to collect the outstanding balance from her and from recording this amount with credit bureaus.

On June 27, 2023, PGW filed an Answer in response to the Complaint denying the material allegations contained in the Complaint and stating that the Complainant has been the owner of the property to which gas service was provided since June 24, 1984.

On August 10, 2023, an Initial Call-In Telephone Hearing Notice was issued scheduling an evidentiary hearing before Judge Ashton for October 5, 2023, at 10:00 a.m.

On October 5, 2023, the evidentiary hearing convened as scheduled. Ms. Preston appeared on her own behalf and testified. PGW was represented by Graciela Christlieb, Esquire. PGW called one witness and offered two exhibits, which were admitted into evidence. At the hearing, Ms. Preston was given leave to file late filed exhibits, which she did. Those exhibits were entered into the record.

The record in this matter was closed on December 7, 2023, when the transcript of the evidentiary hearing was filed with the Secretary.

On March 8, 2024, Judge Ashton issued the Initial Decision in this matter wherein she denied the Complaint because the Complainant failed to carry her burden of proving that PGW had violated any provision of the Public Utility Code, Commission regulation, or Order.

On April 8, 2024, the Commission served PGW with a copy of Complainant's Exceptions to the Initial Decision. PGW's Reply to Complainant's Exceptions follows.

II. COMPLAINANT'S EXCEPTIONS AND PGW'S REPLY

Exception 1

Complainant's Exception 1 states that numerous calls were made to PGW after a tenant moved into an apartment at the Service Address.

Reply

This Exception does not negate any of the Findings of Fact or Conclusions of Law reached by the Presiding Officer in this case.

Exception 2

Complainant's Exception 2 states that the calls referred to in Exception 1 were made from November 2021 through June 2023 and that they were about the charges on the Complainant's bill and the fact that the balance had been reported to credit bureaus.

Reply

This Exception does not negate any of the Findings of Fact or Conclusions of Law reached by the Presiding Officer in this case.

Exception 3

Complainant's Exception 3 states that PGW was provided with a signed lease agreement between the Complainant and a tenant.

Reply

This Exception does not negate any of the Findings of Fact or Conclusions of Law reached by the Presiding Officer in this case.

Exception 4

Complainant's Exception 4 states that the Complainant has a bill sent by her property manager to

the tenant disclosing the tenant's responsibility for a portion of the bill.

Reply

This Exception does not negate any of the Findings of Fact or Conclusions of Law reached by the Presiding Officer in this case.

Exception 5

Complainant's Exception 5 states that this is not the first time the Complainant has experienced this accusation with PGW.

Reply

This Exception does not negate any of the Findings of Fact or Conclusions of Law reached by the Presiding Officer in this case.

III. CONCLUSION

The evidence provided by PGW shows that the Complainant contacted PGW to place the gas service at the Service Address in her name. Neither PGW's nor the Complainant's evidence indicate that the Complainant contacted PGW to take the gas service at the Service Address out of her name. PGW's evidence further shows that, when someone called PGW to establish gas service at the Service Address in their name, the gas service was taken out of the name of the Complainant and put in the name of the new customer. The fact that the Complainant feels that this individual should be responsible for gas service provided for a period of time before they contacted PGW for gas service is a private matter between her and that individual. PGW informed the Complainant that she could have the customer contact PGW to correct the start date for the gas service.¹ The customer did not contact PGW to change their gas service start date. PGW also explained to Complainant's property manager that in order to not be held responsible for the gas service provided for the period of time she is disputing, the Complainant would have had to call PGW to take the gas service out of her name, which she did not do.²

The Complainant has not identified any error in law or fact that would support a reversal of Judge Ashton's finding that she failed to carry her burden of proving that PGW violated any provision of the Public Utility Code or any Commission rule, regulation, or Order. It is not PGW's responsibility to

¹ PGW Exhibit 1, page 3.

² PGW Exhibit 1, pages 5-6.

intervene in private contacts between landlords and tenants, nor is PGW a tool to be used by landlords to somehow force tenants or other individuals to comply with the provisions of private contracts.

WHEREFORE, PGW respectfully requests that this Commission deny Complainant's Exceptions and adopt the Initial Decision.

Respectfully submitted,

/s/ Graciela Christlieb

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Date: April 18, 2024

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