

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

|                        |   |                |
|------------------------|---|----------------|
| Bernadette Williams    | : |                |
|                        | : |                |
| v.                     | : | F-2017-2594976 |
|                        | : |                |
| Philadelphia Gas Works | : |                |

**INITIAL DECISION**

Before  
Eranda Vero  
Administrative Law Judge

**INTRODUCTION**

This Initial Decision denies Bernadette Williams’ formal Complaint against Philadelphia Gas Works at Docket No. F-2017-2594976 because she failed to carry her burden of proving that there are incorrect charges on her gas bill from Philadelphia Gas Works.

**HISTORY OF THE PROCEEDING**

On March 9, 2017, Bernadette Williams (Complainant or Ms. Williams) filed a formal Complaint (Complaint) against Philadelphia Gas Works (PGW, Respondent or the Company) with the Pennsylvania Public Utility Commission (Commission) alleging that there are incorrect charges in her account with PGW. In particular, she alleged that the gas bill for the service address was in Latasha Campbell’s name during the period January to August 2016, yet PGW is holding the Complainant responsible for the balance accumulated during that period. As relief, Ms. Williams wants PGW to collect the disputed balance from Ms. Campbell and remove it from Ms. Williams’ account.

The Complaint is a timely appeal of the Commission's Bureau of Consumer Services (BCS) decision, at BCS Case # 3475008, that dismissed the Complainant's informal complaint.

On April 12, 2017, PGW filed an Answer denying all material allegations of fact and conclusions of law in the Complaint.

By Hearing Notice dated April 20, 2017, a hearing was scheduled for Thursday, June 15, 2017, at 10:00 a.m., and the matter was assigned to me.

By Hearing Cancellation/Reschedule Notice dated May 11, 2017, a hearing was scheduled for Friday, June 23, 2017, at 10:00 a.m., and the matter was assigned to me.

A Prehearing Order was issued on June 8, 2017, reminding the parties of the date and time of the scheduled hearing, informing them of the procedures applicable to this proceeding, and directing the submission of documents prior to the hearing.

The initial hearing convened as scheduled on June 23, 2017. The Complainant appeared *pro se* and testified in support of the Complaint. The Complainant sponsored two exhibits which were admitted into the record. Laureto Farinas, Esq. represented the Respondent, and presented the testimony of Jessica Glace, a Senior Customer Review Officer for PGW in charge of investigating formal and informal customer complaints filed with the Commission against PGW. The Respondent sponsored four exhibits, which were admitted into the record.

Prior to the conclusion of the hearing, Complainant requested an additional 10 days in order to check whether a payment she believed she had made to PGW was in fact posted with her bank account. Her request was granted and she was allowed to submit additional information as a late-filed exhibit by no later than July 3, 2017. Tr. 66-68. Respondent was informed that it had until July 17, 2017 to file any written objections to the late-filed exhibit. Tr. 67-68. Ms. Williams did not submit any late-filed exhibits. The record in this matter closed upon receipt of the transcript on July 17, 2017.

## FINDINGS OF FACT

1. The Complainant is Bernadette Williams, who resides at 727 Glenview Street, Philadelphia, PA (Service Address). Tr. 7.
2. Ms. Williams has owned the Service Address since 2010. Tr. 10-11, 17.
3. Ms. Williams has resided intermittently at the Service Address since 2010. Tr. 11.
4. Ms. Williams was the ratepayer of record for the Service Address from November 26, 2010, through January 18, 2016. Tr. 27, PGW Exhibit 1.
5. Ms. Williams allowed her daughter, Latasha Campbell, and her children to reside at the Service Address between January and August 2016. Tr. 8-12, 14.
6. PGW has a “Gas On Policy” pursuant to which the company may place the gas in an applicant’s name without requesting a deed or lease for the service address if the gas service is already on at the address in question. Tr. 54.
7. In January of 2016, Ms. Campbell placed gas service at the Service Address in her name. Tr. 27.
8. On January 29, 2016, Ms. Williams contacted PGW to request that gas service for the Service Address be removed from her name and was informed that it was already removed. Tr. 37.
9. At the time Ms. Campbell became the ratepayer of record for the Service Address, there was an outstanding balance of \$534.37 in Ms. Williams’ account with PGW. Tr. 34, PGW Exhibit 2.

10. On April 19, 2016, Ms. Williams contacted PGW to inquire about her outstanding balance with the Respondent. Tr. 37.

11. Ms. Williams paid off her \$534.37 outstanding balance with PGW while Ms. Campbell was the ratepayer of record for the Service Address. Tr. 34, 35-36, PGW Exhibit 2.

12. The gas account for the Service Address remained in Ms. Campbell's name from January 29, 2016 to August 2016, during which time it accumulated an outstanding balance. Tr. 31, PGW Exhibit 2.

13. On August 16, 2016, Ms. Williams visited PGW's office seeking to place gas service for the Service Address back in her name. Tr. 30, PGW Exhibit 4.

14. On August 23, 2016, PGW issued a bill for \$850.28, representing 611 CCF of gas consumed at the Service Address during the period January 29, 2016 through August 19, 2016. Tr. 31, PGW Exhibit 2.

15. As of the day of the day of the hearing, Ms. Williams had an outstanding balance of \$1,058.49 in her account with PGW. Tr. 33, PGW Exhibit 2.

16. The outstanding balance includes the disputed \$850.28, a missed payment in the amount of \$338.07 for the gas bill due March 21, 2017, a \$10.64 late payment charge assessed against Ms. Williams' account on February 25, 2017, and a credit in the amount of \$140.52 representing the security deposit and interest rate which was returned to Ms. Williams' account on November 23, 2016. PGW Exhibit 2.

#### DISCUSSION

In the present formal Complaint, Ms. Williams alleged that there are incorrect charges in her account with PGW. In particular, she alleged that the gas bill for the service address

was in Latasha Campbell's name during the period January to August 2016 yet PGW is holding the Complainant responsible for the balance accumulated during that period. As relief, Ms. Williams wants PGW to collect the disputed balance from Ms. Campbell and remove it from Ms. Williams' account

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.A. § 332(a). In *Waldron v. Philadelphia Electric Company*, 54 Pa. PUC 98 (1980) (*Waldron*), the Commission explained the process for initially meeting the burden of proof. A complainant must first establish a *prima facie* case, showing that the utility breached some duty owed to the complainant, in that the utility violated the Public Utility Code or a regulation or order of the Commission. 66 Pa.C.S.A. § 701. If the complainant establishes a *prima facie* case, then the burden of going forward with the evidence, but not the ultimate burden of proof, shifts to the utility to rebut the *prima facie* case with evidence which is at least co-equal. If the utility presents co-equal evidence, the burden of going forward shifts back to the complainant, to rebut the utility's case by a preponderance of the evidence. *Poorbaugh v. West Penn Power Company*, 1994 Pa. PUC LEXIS 95 (*Poorbaugh*). Preponderance of the evidence means that the party with the burden of proof has presented evidence that is more convincing than that presented by the other party. *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 578 A.2d 600 (Pa.Cmwlth. 1990) *alloc. den.*, 529 Pa. 654, 602 A.2d 863 (1992). In addition, the Commission's decision must be supported by "substantial evidence," which consists of evidence that a reasonable mind might accept as adequate to support a conclusion. A mere "trace of evidence or a suspicion of the existence of a fact" is insufficient. *Norfolk and Western Railway Co. v. Pa. Pub. Util. Comm'n*, 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 the respondent. If the evidence presented by the respondent is of co-equal weight, the complainant has not satisfied his burden of proof. The complainant would be required to provide additional evidence to rebut the evidence of the respondent. *Burleson v. Pa. Pub. Util. Comm'n*, 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. Pub. Util. Comm'n*, 768 A.2d 1217 (Pa.Cmwlth. 2001).

At the hearing, Ms. Williams testified that she has owned the Service Address 727 Glenview Street, Philadelphia, PA since 2010 and that she has resided there on and off during that time. She explained that the Service Address is her main address and place of residence. Tr. 16. It is the address that she uses for her mail and has on her Driver's License. Tr. 16-17. Ms. Williams also testified that she was the ratepayer of record for the Service Address from November 26, 2010, through January 18, 2016. In January of 2016, Ms. Williams allowed her daughter, Latasha Campbell, and her children to reside at the Service Address with the understanding that Ms. Campbell would pay the gas bill for the Service Address. Tr. 15. According to Ms. Williams, four months passed of her receiving no gas bills for the Service Address before she contacted PGW and learned that the account for the Service Address had been placed in her daughter's name. Tr. 15-16. She testified that, after her daughter moved out of the Service Address in August of 2016, she saw a termination notice from PGW in her daughter's name requesting her to pay \$1,500 in order to keep gas service on at the Service Address. Tr. 16, 20, 37, 41. Ms. Williams testified that in August of 2016, she asked PGW to place gas service at the Service Address back in her name, but PGW would agree to do that only if she assumed responsibility for the balance accumulated during the period of time when the account was in her daughter's name. Ms. Williams questioned the lawfulness and propriety of PGW's removing the gas account for the Service Address from Ms. Williams' name and placing it under Ms. Campbell's name without notifying Ms. Williams, or requesting a deed or lease from Ms. Campbell. Tr. 18-20.

In response to Ms. Williams' testimony, PGW witness, Ms. Glace testified on behalf of PGW. Ms. Glace confirmed that Ms. Williams was the ratepayer of record for the Service Address from November 26, 2010, through January 18, 2016. She stated that in January

of 2016, Ms. Campbell placed gas service at the Service Address in her name. Ms. Glace also explained that PGW has a “Gas On Policy” pursuant to which the company may place the gas in an applicant’s name without requesting a deed or lease for the service address if the gas service is already on at the address in question.

Ms. Glace testified that on January 29, 2016, the Complainant contacted PGW to request that gas service for the Service Address be removed from her name. She was informed that it was already removed. Ms. Glace explained that in January of 2016, Ms. Williams had an outstanding balance of \$534.37 in her gas account for the Service Address, which she paid off while gas service was in Ms. Campbell’s name. According to Company records, Ms. Williams contacted PGW on April 19, 2016, to inquire about her outstanding balance with the Respondent.

The gas account for the Service Address remained in Ms. Campbell’s name from January 29, 2016 to August 2016, during which time it accumulated an outstanding balance. Ms. Glace confirmed Ms. Williams’ statement that on August 16, 2016, she visited PGW’s office seeking to place gas service for the Service Address back in her name. On August 23, 2016, PGW issued a bill for \$850.28, representing 611 CCF of gas consumed at the Service Address during the period January 29, 2016 through August 19, 2016. Ms. Glace explained that when Ms. Campbell placed gas service at the Service Address in her name, the Respondent transferred a previous outstanding balance of hers to Ms. Campbell’s new account for the Service Address. In addition, Ms. Campbell was enrolled in PGW’s Customer Responsibility Program and was being charged for gas service at a discounted rate. The \$850.28 bill issued to Ms. Williams on August 23, 2016, was assessed based on PGW’s regular rates for the 611 CCFs of gas used at the property from January 29, 2016 through August 19, 2016, and did not include any of Ms. Campbell’s prior transferred balances. Tr. 38-42.

As of the day of the hearing, Ms. Williams had an outstanding balance of \$1,058.49 in her account with PGW. The outstanding balance includes the disputed \$850.28, a credit in the amount of \$140.52 representing the security deposit and interest rate which was returned to Ms. Williams’ account on November 23, 2016, a \$10.64 late payment charge assessed against Ms. Williams’ account on February 25, 2017, and an unpaid bill for \$338.07

due March 21, 2017. With the exception of the bill due March 21, 2017, Ms. Williams has made full and timely payments to the monthly bills she has received from PGW since she placed service in her name in August 2016. Tr. 32, PGW Exhibit 2.

Section 1407 of the Responsible Utility Customer Protection Act, 66 Pa.C.S.A §§ 1401 *et seq.*, allows a public utility to 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. A public utility may establish that an applicant previously resided at a property for which residential service is requested through the use of mortgage, deed or lease information, a commercially available consumer credit reporting service or other methods approved as valid by the Commission. 66 Pa.C.S.A § 1407(d) and (e).

The Commission's regulation at 52 Pa.Code § 56.35 incorporates the provisions of 66 Pa.C.S.A § 1407(d) and (e).

(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.

(b) A public utility may not require, as a condition of the furnishing of residential service, payment for residential service previously furnished under an account in the name of a person other than the applicant, except as provided for in paragraphs (1) and (2).

(1) A public utility may require the payment of an 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, not exceeding 4 years from the date of the service request. The 4-year limit does not apply if the balance includes amounts that the utility was not aware of because of fraud or theft on the part of the applicant.

(2) A public utility may establish that an applicant previously resided at a property for which residential service is requested

through the use of mortgage, deed or lease information, a commercially available consumer credit reporting service or other methods approved as valid by the Commission. Public utilities shall include in their tariffs filed with the Commission the methods, other than those specifically mentioned in this paragraph, used to determine the applicant's liability for any outstanding balance.

52 Pa.Code § 56.35. (Emphasis added). Ms. Williams has owned the Service Address since 2010. She has consistently used it as her main residence and mailing address. Her current identification documents connect her with the Service Address. Although she stated that she resided at the Service Address intermittently through the years, Ms. Williams did not offer any other information that would place her at a different address during the period January to August 2016. I find that PGW was correct in concluding that Ms. Williams had resided at the Service Address during the period January – August 2016 and requiring her to pay the outstanding balance accumulated at the Service Address during that time. No matter how honest and strong her assertions to the contrary were, they cannot form a basis for a finding in her favor. Mere bald assertion, personal opinions or perceptions do not constitute evidence to bolster a claim. *Pennsylvania Bureau of Corrections v. City of Pittsburgh*, 516 Pa. 75, 532 A.2d 12 (1987).

In addition, I find that PGW's "Gas On Policy" does not violate any of the Commission's statutes, regulations, orders or PGW's own tariff. My reading of these documents revealed no provisions which would require the Respondent to ask every applicant to submit a copy of the deed or lease for the service address before placing service in their name. The rationale behind this is that no one would casually apply to assume responsibility for gas service to a service address if the individual had no interest or connection in the property. The evidence in this case indicates that the Complainant removed gas service at the Service Address from her name in January of 2016 with the expectation that it would be placed in her daughter's name.

In view of the above, I find that Ms. Williams has failed to carry her burden of proving that PGW violated a Commission statute, regulation, or order, or the Company's own tariff when it placed gas service for Service Address in Ms. Campbell's name upon her request, or when it transferred the outstanding balance to Ms. Williams' account in August of 2016. Consequently, Ms. Williams' Complaint against PGW is dismissed in its entirety.

## CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the parties to and the subject matter of this proceeding. 66 Pa.C.S.A. § 701.

2. The party filing the Complaint bears the burden of proving that she is entitled to relief from the Commission. 66 Pa.C.S.A. § 332(a).

3. "Burden of proof" means a duty to establish one's case by a preponderance of the evidence, which requires that the evidence be more convincing by even the smallest degree, than the evidence presented by the other side. *Se-Ling Hosiery, Inc. v. Margulies*, 364 Pa. 45, 70 A.2d 854 (1950).

4. A public utility may require the payment of an 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. 52 Pa.Code § 56.35(b)(1).

5. A public utility may establish that an applicant previously resided at a property for which residential service is requested through the use of mortgage, deed or lease information, a commercially available consumer credit reporting service or other methods approved as valid by the Commission. 52 Pa.Code § 56.35(b)(2).

6. Mere bald assertion, personal opinions or perceptions do not constitute evidence to bolster a claim. *Pennsylvania Bureau of Corrections v. City of Pittsburgh*, 516 Pa. 75, 532 A.2d 12 (1987).

ORDER

THEREFORE,

IT IS ORDERED:

1. That the formal Complaint filed by Bernadette Williams against Philadelphia Gas Works at Docket No. F-2017-2594976 is denied in its entirety.
2. That the Secretary mark this docket closed.

Date: November 15, 2017

\_\_\_\_\_/s/\_\_\_\_\_  
Eranda Vero  
Administrative Law Judge