

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Taylor Green	:	
	:	F-2024-3049202
v.	:	
	:	
Philadelphia Gas Works	:	

**INITIAL DECISION**

Before  
Eranda Vero  
Administrative Law Judge

**INTRODUCTION**

This Initial Decision dismisses Taylor Green’s Formal Complaint as he was not able to meet his burden of proving that PGW failed to honor his request to discontinue gas service in his name, and consequently issued an incorrect final bill.

**HISTORY OF THE PROCEEDING**

On May 13, 2024, Taylor Green (Mr. Green or Complainant) filed a Formal Complaint (Complaint) against Philadelphia Gas Works (PGW or Respondent) alleging that there are incorrect charges on his account with PGW. According to Mr. Green, PGW failed to honor his request to shut off gas service at his previous address and charged him for service rendered after he moved out of that property. As relief, the Complainant requests that “the issue [be] resolved by showing the correct billing for late February and

middle of March, which [were] the times the home was occupied.” Additionally, the Complainant requests that the incorrect balance be removed from his credit report and that the Commission establish a payment arrangement on his behalf on the corrected outstanding balance.

This Formal Complaint is a timely appeal of a decision issued by the Commission’s Bureau of Consumer Services at BCS Case No. 3968465.<sup>1</sup>

On June 12, 2024, PGW filed an Answer denying the material allegations of the Complaint.

By Hearing Notice dated June 20, 2024, a telephonic hearing was scheduled for July 30, 2024.

On June 27, 2024, I issued a Prehearing Order reminding the parties of the time and date of the 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 July 30, 2024. Taylor Green appeared *pro se* and testified on his own behalf. Mr. Green also presented the testimony of his wife Denise Guerrero. Graciela Christlieb, Esq. represented the Respondent and presented the testimony of Jessica Antonetti who is a Senior Customer Review Officer for PGW. The Respondent sponsored seven exhibits, which were admitted into the record.

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<sup>1</sup> A timely BCS appeal is subject to *de novo* review. 52 Pa. Code § 56.173(a).

During the hearing, Mr. Green was granted permission to submit a copy of the BCS written determination at BCS Case No. 3968465 as a late-filed exhibit in this matter. The deadline for filing the late filed exhibit was set for August 20, 2024. The deadline for filing written objections to Complainant's late-filed exhibit was set for August 30, 2024.

Mr. Green did not submit any late-filed exhibits. The record in this matter closed on August 30, 2024.

### FINDINGS OF FACT

1. Complainant is Taylor Green, who resides at 6100 City Avenue, Apartment 1003, Philadelphia, PA 19131. Tr. 10.
2. Respondent is Philadelphia Gas Works.
3. The Complainant resided at 6029 Haverford Avenue, Philadelphia, PA 19151 (Service Address) until at least March 23, 2023. Tr. 14, 17, 20; *see also* PGW Exhibit 7.
4. The Complainant received gas service from PGW at the Service Address. PGW Exhibit 1.
5. On February 6, 2023, Mr. Green contacted PGW inquiring about his payments and outstanding balance. Tr. 38-39; PGW Exhibit 1.
6. During his February 6, 2023 call to PGW, Mr. Green inquired about the process of transferring service from one address to another. Tr. 38-39; PGW Exhibit 1.

7. During the February 6, 2023 call, a PGW representative advised Mr. Green that a seven-day notice was required to discontinue service under his name. Tr. 38-39; PGW Exhibit 1.

8. During the February 6, 2023 call, Mr. Green also requested that a LIHEAP application be mailed to him. Tr. 38-39; PGW Exhibit 1.

9. There were no other calls from Mr. Green to PGW until March 23, 2023. Tr. 39-40; PGW Exhibit 2.

10. On March 23, 2023, Mr. Green called PGW to inquire about the past due balance in his account. Tr. 39-40; PGW Exhibit 2.

11. During this call, Mr. Green did not request to terminate his service at the Service Address. Tr. 40, 48, 52; PGW Exhibit 2.

12. On April 28, 2023, another applicant submitted an application to PGW requesting to receive gas service at the Service Address. Tr. 41; PGW Exhibit 3.

13. As a result of that applicant applying for service for the Service Address, the gas service was taken out of Mr. Green's name effective April 26, 2023. Tr. 41.

14. After gas service at the Service Address was taken out of Mr. Green's name, PGW sent him a final bill in the amount of \$1,340.35 for service until April 26, 2023. Tr. 41.

15. PGW mailed the final bill to Mr. Green at the Service Address as the Company did not have any other mailing address on file for him. Tr. 41.

16. On July 13, 2023, PGW sent a Collection Agency Referral Notice to the Complainant for the final outstanding balance of \$1,340.35. PGW Exhibit 5.

17. The Collection Agency Referral Notice was mailed to Mr. Green at the Service Address as PGW did not have any other mailing address on file for him. Tr. 43; PGW Exhibit 5.

18. Mr. Green provided his new mailing address to PGW on January 31, 2024. Tr. 61.

19. None of the documents mailed to Mr. Green at the Service Address was returned to PGW as undeliverable by the U.S. Postal Service. Tr. 61-62.

20. Mr. Green's outstanding balance on the PGW bill issued on February 11, 2023 was \$740.35. PGW Exhibit 4.

21. Mr. Green's outstanding balance on the PGW bill issued on March 15, 2023, was \$1,111.71. PGW Exhibit 4.

## DISCUSSION

In his Formal Complaint, Mr. Green alleged that there are incorrect charges in his account with PGW. According to Mr. Green, PGW failed to honor his request to shut off gas service at his previous address and charged him for service rendered after he moved out of that property. As relief, the Complainant requested that "the issue [be] resolved by showing the correct billing for late February and middle of March, which

[includes] the times the home was occupied.” Complaint ¶ 5. Additionally, the Complainant requested that the incorrect balance be removed from his credit report and that the Commission establish a payment arrangement on his behalf on the corrected outstanding balance. Mr. Green did not address his payment arrangement claim at the hearing.

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). In *Waldron v. Philadelphia Electric Company*, 54 Pa.P.U.C. 98 (1980) (*Waldron*), the Commission explained the process for initially meeting the burden of proof in a high balance case. 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. § 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 Co.*, 1994 Pa.P.U.C. LEXIS 95 (1994) (*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). 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 & W. Ry. Co. v. Pa. Pub. Util. Comm’n*, 413 A.2d 1037 (Pa. 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*, 461 A.2d 1234 (Pa. 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, Mr. Green testified that he contacted PGW on February 6, 2023, to inform the Company that he was about to vacate his residence at 6029 Haverford Avenue, Philadelphia, PA 19151, and to request that service in his name be discontinued at the Service Address. Tr. 17. Mr. Green explained that when the gas bill was issued in February of 2023, he contacted PGW's call center and informed the Respondent that he was moving out of the Service Address before the due date on that bill. Tr. 14. According to Mr. Green, he provided the PGW representative with his forwarding address and the PGW representative assured him that his last bill would be prorated. Tr. 14. However, Mr. Green testified that he never received the last bill from PGW until he reviewed his credit report where he learned that he had a \$1,340.35 outstanding debt with PGW. Tr. 14, 15-16. He further added that he moved out of the Service Address on March 23, 2023, having signed a lease for his current residence at 6100 City Avenue, Apartment # 1003, Philadelphia, PA 19131. Tr. 14, 17, 20; *see also* PGW Exhibit 7.

To support his position, Mr. Green presented the testimony of his wife, Denise Guerrero, who confirmed Mr. Green's testimony that they had vacated the Service Address on March 23, 2023, and that she and her husband had contacted PGW to request that the service be discontinued. Ms. Guerrero could not recall the exact date of the call

to PGW but surmised that they called approximately one week before they vacated the Service Address. Tr. 28-29, 31-32. Ms. Guerrero also testified that she used the website of the U.S. Postal Service to have all their mail transferred to the current address. Tr. 25. She confirmed Mr. Green's statement that they had not received a final bill from PGW prior to seeing the outstanding balance listed as debt in his credit report. Tr. 26.

At the hearing, Mr. Green vehemently disputed not only the final bill of \$1,340.35, but also the outstanding balance of \$1,111.71 shown on the bill issued on March 15, 2023. Tr. 14-15; *see also* PGW Exhibit 5. However, he admitted that he owed the Company \$730.75, which is the exact outstanding balance that appears in Mr. Green's gas bill issued on February 11, 2023. Tr. 14-15; *see also* PGW Exhibit 4.

In response to the testimony put forth by the Complainant and his witness, PGW presented the testimony of Jessica Antonetti, who is a Senior Customer Review Officer with PGW. Tr. 37. Ms. Antonetti confirmed that Mr. Green contacted PGW on February 6, 2023. Tr. 38-39; PGW Exhibit 1. According to PGW's business records, during his February 6, 2023 call, Mr. Green inquired about the process of transferring service from one address to another. According to Ms. Antonetti, Mr. Green was advised that a seven-day notice was required to discontinue service under his name. During the call, Mr. Green also requested that a LIHEAP application be mailed to him. Tr. 38-39; PGW Exhibit 1.

Ms. Antonetti testified that there were no other calls from Mr. Green to PGW, until March 23, 2023, when he called to inquire about the past due balance in his account. Tr. 39-40; PGW Exhibit 2. During this call, Mr. Green did not request to terminate his service at the Service Address. Tr. 40, 48, 52; PGW Exhibit 2. Ms. Antonetti explained that on April 28, 2023, another applicant requested to receive gas service at the Service Address. It was as a result of that applicant applying for service for the Service Address that gas service was taken out of Mr. Green's name effective

April 26, 2023. Tr. 41; PGW Exhibit 3. Ms. Antonetti further explained that, after gas service at the Service Address was taken out of Mr. Green's name, PGW sent him a final bill in the amount of \$1,340.35 for service until April 26, 2023. Tr. 41. However, the final bill was mailed to him at the Service Address as PGW did not have any other mailing address on file for him. Tr. 41. On July 13, 2023, PGW sent a Collection Agency Referral Notice to the Complainant for the final outstanding balance of \$1,340.35. PGW Exhibit 5. The Collection Agency Referral Notice was mailed to Mr. Green at the Service Address as PGW did not have any other mailing address on file for him. Tr. 43; PGW Exhibit 5. According to Ms. Antonetti, it wasn't until January 31, 2024, that Mr. Green contacted PGW to provide a new mailing address. Tr. 61. She clarified that none of the documents mailed to Mr. Green at the Service Address was returned to PGW as undeliverable by the U.S. Postal Service. Tr. 61-62.

Pursuant to Commission regulation at 52 Pa. Code § 56.16(a) (regarding Transfer of Accounts), “a customer ... who wishes to have service discontinued shall give at least 7 days' notice to the public utility and a noncustomer occupant, *specifying the date on which it is desired that service be discontinued*. In the absence of a notice, the customer shall be responsible for services rendered.” 52 Pa. Code § 56.16(a). (Emphasis added.)

Upon careful consideration of the evidence collected in this matter, I find that, while Mr. Green may have inquired about the procedures for terminating service at the Service Address, he failed to specify to PGW the date on which he desired that his service be discontinued. In fact, it is on this particular detail that I find the evidence that Mr. Green put forth on the record to be inconsistent and unreliable. Mr. Green claims that he contacted PGW on February 6, 2023, to request that gas service be terminated at the Service Address but admitted that he did not vacate the Service Address until March 23, 2023. To prove that he and his wife vacated the Service Address on March 23, 2023, Mr. Green submitted to PGW a lease signed March 23, 2023, with a move-in date of

April 2, 2023. In addition, Mr. Green's wife, Ms. Guerrero testified that she and her husband contacted PGW a week prior to March 23, 2023, to request that service be discontinued from his name. Adding to these incongruities, Mr. Green denied responsibility not only for the final bill of \$1,340.35, but also for the outstanding balance of \$1,111.71 shown on the bill issued on March 15, 2023, despite requesting in his Formal Complaint that "the issue [be] resolved by showing the correct billing *for late February and middle of March*, which [were] the times the [Service Address] was occupied." Complaint ¶ 5. (Emphasis added).

I note that, if Mr. Green notified PGW on February 6, 2023 of his desire to discontinue service at the Service Address, he would have done so almost seven weeks before he even signed a lease for a new residence. In fact, had Mr. Green notified PGW on February 6, 2023, of his desire to discontinue service at the Service Address, he would face the possibility of having no gas at his residence between February 13, 2023, and March 23, 2023, or even April 2, 2023. Neither Mr. Green, nor Ms. Guerrero mentioned such concerns in their testimony.

I find that PGW successfully rebutted the evidence that Mr. Green put forth on the record by showing that although he inquired about the process of transferring gas service from one address to another on February 6, 2023, he did not request that service be discontinued during the February 6, 2023 call, nor the one made to PGW on March 23, 2023. PGW further rebutted Mr. Green's evidence of incorrect billing by showing that it immediately removed service from his name once another applicant requested service at the Service Address. Lastly, PGW submitted business records to rebut Mr. Green's claim that he had provided the Company with his forwarding address during any of the calls he made in 2023.

Consequently, I find that the Complainant failed to carry his burden of proving by a preponderance of the evidence that PGW failed to honor his request to

terminate service in his name at the Service Address and incorrectly billed him for service until April 26, 2023. Additionally, Mr. Green failed to prove that PGW violated a Commission statute, regulation or order when it delivered the final bill and the Collection Agency Referral Notice to the Service Address. In view of the above, Mr. Green's Complaint will be denied in its entirety.

### CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the parties and the subject matter of this proceeding. 66 Pa.C.S. § 701.
  
2. The Complainant seeking affirmative relief from the Commission has the burden of proving the Complaint allegations by producing evidence which established material facts by a preponderance of the evidence. 66 Pa.C.S. § 332(a).
  
3. 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 & W. Ry. Co. v. Pa. Pub. Util. Comm'n*, 413 A.2d 1037 (Pa. 1980).
  
4. "A customer ... who wishes to have service discontinued shall give at least 7 days' notice to the public utility and a noncustomer occupant, specifying the date on which it is desired that service be discontinued. In the absence of a notice, the customer shall be responsible for services rendered." 52 Pa. Code § 56.16(a).

ORDER

THEREFORE,

IT IS ORDERED:

1. That the formal Complaint filed by Taylor Green in Taylor Green v. Philadelphia Gas Works at Docket No. F-2024-3049202 is denied.
2. That the Secretary's Bureau mark this matter closed.

Date: December 2, 2024

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/s/  
Eranda Vero  
Administrative Law Judge