

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Bradford Bartley

v.

Philadelphia Gas Works

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C-2024-3052559

**INITIAL DECISION**

Before  
Christopher P. Pell  
Deputy Chief Administrative Law Judge

**INTRODUCTION**

This Decision denies the Formal Complaint of Bradford Bartley because he failed to meet his burden of demonstrating that Philadelphia Gas Works is improperly requiring him to pay an outstanding balance, inclusive of a meter tampering fee, prior to restoring service at his address.

**HISTORY OF THE PROCEEDING**

On December 16, 2024, Bradford Bartley (Complainant) filed a Formal Complaint (Complaint) with the Pennsylvania Public Utility Commission (Commission) against Philadelphia Gas Works (Respondent or PGW). The Complainant placed checkmarks in the boxes indicating that “[t]he utility is threatening to shut off my service or has already shut off my service” and that “I am having a reliability, safety or quality

problem with my utility service.” The Complainant further explained his Complaint as follows:

Made a payment arrangement to turn on service when they came out took my speaker as “evidence” and refused to turn on service claiming speaker was tampering with equipment. How is it tampering with turned off service? And how as John Q Public am I supposed to know a speaker can effect (sic) a meter. I contacted PUC but didn’t realize they contacted me back by email now my 20 days has passed so I have to file here.

Complaint ¶ 4.

As relief, the Complainant requested the following:

I would like my service restored as initial agreement utilizing payment agreement as well as them to lift the fee they gave saying I “tampered” with equipment and return my speaker.

Complaint ¶ 5.

On January 6, 2025, the Respondent filed an Answer in which it denied the material allegations of fact and conclusions of law in the Complaint. The Respondent requested that the Complaint be dismissed.

On January 15, 2025, a Call-In Telephone Hearing Notice was served on the parties scheduling an initial telephonic hearing on April 10, 2025, at 10:00 a.m. and the case was assigned to me.

On January 15, 2025, a Prehearing Order was served on the parties which reminded the parties of the date and time of the hearing. Additionally, the Prehearing

Order informed the parties about the applicable procedural rules, and advised that the Complainant bears the burden of proof in this proceeding.

By Interim Order dated March 18, 2025, I granted the Respondent's Motion for Continuance.

On March 19, 2025, a Cancelled/Rescheduled Initial Telephonic Hearing Notice was served on the parties rescheduling an initial telephonic hearing for May 15, 2025, at 10:00 a.m.

The hearing convened as scheduled on May 15, 2025. The Complainant appeared *pro se* and testified. The Respondent appeared and was represented by Graciela Christlieb, Esq., who presented the testimony of the following witnesses: Albert Teti, PGW's Superintendent of Revenue Protection; Everol Palmer, a PGW Customer Service Cadet; and Wendy Vacca, a PGW Senior Customer Review Officer. The Respondent offered nine exhibits which were all admitted into the record of this proceeding. (PGW Exhs. 1-9).

The record closed on June 5, 2025, the date the transcript was filed with the Commission.

#### FINDINGS OF FACT

1. The Complainant in this case is Bradford Bartley.
2. The Respondent in this case is Philadelphia Gas Works.
3. The Complainant lives at 8845 Calvert Street, Philadelphia, PA 19152 (service address). Tr. 10.

4. The Complainant has lived at the service address for approximately 20 years. Tr. 11.

5. On October 3, 2024, PGW issued the Complainant a 10-day termination notice for non-payment. Tr. 13, 54; PGW Exh. 6.

6. On October 8, 2024, PGW attempted to contact the Complainant by phone regarding his pending termination. Tr. 54.

7. On October 28, 2024, PGW terminated the Complainant's gas service for non-payment. Tr. 12-13, 28-29; PGW Exh. 1.

8. PGW subsequently issued the Complainant a final bill for \$405.30 based on the automatic meter reading (AMR) index from his meter. Tr. 55; PGW Exh. 7.

9. On October 31, 2024, the Complainant contacted PGW to have his service restored. Tr. 14, 29; PGW Exh. 2.

10. PGW scheduled a "bill pay turn on" at the service address for November 1, 2024. Tr. 29.

11. On November 1, 2024, a PGW technician visited the service address to restore gas service. Tr. 15, 42.

12. When the PGW technician arrived at the service address, the Complainant and another man were present. Tr. 43.

13. During the November 1, 2024 visit to the service address, the PGW technician found the gas service off. Tr. 30-31, 44.

14. During the visit, the PGW technician observed a large speaker on top of the Complainant's meter. Tr. 17, 44; PGW Exhs. 3, 5.

15. The bottom part of the speaker found on top of the Complainant's meter contained a magnet. Tr. 36; PGW Exh. 5.

16. A magnetic field prevents the encoder receiver transmitter (ERT) head from counting drive shaft magnetic pulses, which causes the automatic meter reading to stay the same, and to go out of sync with the manual index which continues to count as normal. Tr. 37.

17. The placement of a magnet on a meter causes PGW to underbill the resident for gas service. Tr. 37.

18. A magnet will not affect the manual index because, even in the presence of magnetic tampering, the mechanical index continues to register the volume of gas consumed. Tr. 38.

19. To avoid conflict, the PGW technician took a quick photo of the Complainant's meter with his phone, confiscated the speaker, and left the service address. Tr. 17, 49; PGW Exh. 5.

20. The PGW technician did not issue a hazard tag during the November 1, 2024 visit to the service address because he felt unsafe. Tr. 48-49.

21. The PGW technician left the gas off due to the discovery of the large magnet on top of the Complainant's meter. Tr. 31; PGW Ex. 3.

22. The PGW technician contacted PGW to initiate an unbilled usage investigation. Tr. 32, 44-45; PGW Exh. 4.

23. There is a 54,000 BTU gas stove, a 100,00 BTU gas house heater, and a 40,000 BTU gas water heater at the service address. Tr. 21, 33, 46; PGW Exh. 4.

24. During the unbilled usage investigation, the PGW technician obtained a manual meter reading from the Complainant's meter of 6947. Tr. 33, 46; PGW Exh. 4.

25. The PGW technician determined that the Complainant's meter reading was off by 1,464 cubic feet due to the large speaker magnet he found sitting on the ERT head. Tr. 34-35; PGW Exhs. 4, 5.

26. With the manual index, PGW is able to bill for the actual amount of gas consumed through the meter. Tr. 39.

27. PGW subsequently issued a revised final bill to the Complainant for \$2,784.82, inclusive of theft of service charges totaling \$2,422.68. Tr. 55, 57, 59; PGW Exhs. 8, 9.

28. The final bill was based on the manual index reading of 6947 from the Complainant's meter. Tr. 56-57; PGW Exh. 9.

## DISCUSSION

The Public Utility Code, 66 Pa.C.S. § 332(a), places the burden of proof upon the proponent of a rule or order. As the proponent of a rule or order, Complainant has the burden of proof in this matter pursuant to 66 Pa.C.S. § 332(a).

To establish a sufficient case and satisfy the burden of proof, the Complainant must show that the Respondent public utility is responsible or accountable for the problem described in the Complaint. *Patterson v. Bell Tel. Co. of Pa.*, 72 Pa.P.U.C. 196 (1990), *Feinstein v. Phila. Suburban Water Co.*, 50 Pa.P.U.C. 300 (1976). Such a showing must be by a preponderance of the evidence. *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 578 A.2d 600, 602 (Pa. Cmwlth. 1990). A preponderance of the evidence is presenting evidence more convincing, by even the smallest amount, than that presented by the other party. *Se-Ling Hosiery v. Margulies*, 70 A.2d 854 (Pa. 1950). Additionally, any finding of fact necessary to support the Commission's adjudication must be based upon substantial evidence. *Mill v. Pa. Pub. Util. Comm'n*, 447 A.2d 1100 (Pa. Cmwlth. 1982); *Edan Transp. Corp. v. Pa. Pub. Util. Comm'n*, 623 A.2d 6 (Pa. Cmwlth. 1993); 2 Pa.C.S. § 704. More is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. *Norfolk & W. Ry. v. Pa. Pub. Util. Comm'n*, 413 A.2d 1037 (Pa. 1980); *Erie Resistor Corp. v. Unemp't Comp. Bd. of Rev.*, 166 A.2d 96 (Pa. Super. 1960); *Murphy v. Pa. Dep't of Pub. Welfare, White Haven Cntr.*, 480 A.2d 382 (Pa. Cmwlth. 1984).

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).

Regarding payment of outstanding balance at premises as a condition to restore service, Commission regulations provide as follows:

A public utility may require the payment of any outstanding balance or portion of an outstanding balance if the applicant or customer resided at the property for which service is requested during the time the outstanding balance accrued and for the time the applicant or customer resided there, not exceeding 4 years prior to the date of requesting that service be restored. The 4-year limit does not apply in instances of fraud and theft.

52 Pa. Code § 56.191(d).

The Complainant alleged that he entered into a payment arrangement with PGW in order to have his service restored. The Complainant further alleged that when PGW visited the service address to turn on his gas service, the PGW technician confiscated his speaker and refused to turn on his gas service. The Complainant wants his service restored and for PGW to remove the tampering fee assessed against his account.

The record in this matter reflects that PGW issued the Complainant a 10-day termination notice for non-payment on October 3, 2024, that PGW attempted to contact the Complainant by phone on October 8, 2024 regarding his pending termination, and that PGW terminated the Complainant's gas service on October 28, 2024 for non-payment. Tr. 12-13, 28-29, 54; PGW Exhs. 1, 6. PGW subsequently issued the

Complainant a final bill for \$405.30 based on the AMR index from his meter. Tr. 55; PGW Exh. 7.

Following the termination of the Complainant's service, the Complainant contacted PGW on October 31, 2024 to have his service restored. Tr. 14, 29; PGW Exh. 2. As a result of this contact, PGW scheduled a "bill pay turn on" at the service address for November 1, 2025. Tr. 29.

On November 1, 2024, a PGW technician visited the service address to restore the Complainant's gas service. Tr. 15, 42. When the PGW technician arrived at the service address, the Complainant and another man were present. Tr. 43. During the November 1, 2024 visit, the PGW technician found the gas service off. Tr. 30-31, 44. The PGW technician also observed a large speaker on top of the Complainant's meter. Tr. 17, 44; PGW Exhs. 3, 5. The bottom part of the speaker contained a magnet. Tr. 36. The PGW technician took a picture of the speaker on top of the Complainant's meter, then confiscated the speaker. Tr. 17; PGW Exh. 5. The PGW technician did not discuss with the Complainant that he discovered the speaker on the meter, nor did he issue a hazard tag during this visit to the service address because he felt unsafe. Tr. 18, 48-49. Instead, the PGW technician left the gas off due to his discovery of the large magnet on top of the Complainant's meter, and contacted PGW to initiate an unbilled usage investigation. Tr. 31-32, 44-45; PGW Exs. 3, 4.

A magnetic field prevents the ERT head from counting drive shift magnetic pulses, which causes the automatic meter reading to stay the same, and to go out of sync with the manual index which continues to count as normal. Tr. 37. A magnet placed on top of the meter causes PGW to underbill the customer for gas service. Tr. 37. However, PGW may still rely on the manual index, since a magnet will not affect the manual index. Tr. 38. Even in the presence of magnetic tampering, the mechanical index continues to register the volume of gas consumed, and PGW is able to bill for the actual amount of gas

consumed through the meter. Tr. 38-39. The PGW technician was able to obtain a manual meter reading from the Complainant's meter of 6947 and conclude that his meter reading was off by 1,464 cubic feet due to the large speaker magnet he found sitting on top of the ERT head. Tr. 34-35; PGW Exhs. 4, 5. Accordingly, PGW utilized the manual reading index of 6,947 cubic feet from the Complainant's meter and issued a revised final bill to the Complainant for \$2,784.82, inclusive of theft of service charges totaling \$2,422.68. Tr. 55, 57, 59; PGW Exhs. 8, 9.

The record clearly reflects that the Complainant's service was terminated for non-payment, that PGW entered into a payment arrangement with the Complainant to restore his service, and that when a PGW technician visited the property to complete the restoration, he found a high-powered magnet placed on top of the Complainant's gas meter. This gas meter interfered with the gas readings that PGW received through the ERT head, causing PGW to underbill the Complainant for service. Upon review of the picture provided by PGW showing the speaker with the magnet placed on top of the Complainant's meter,<sup>1</sup> I do not believe that the speaker was inadvertently placed in that location. Under the circumstances, I find that PGW billed the Complainant correctly pursuant to 52 Pa. Code § 56.191(d) for the amount he was underbilled, and by assessing a meter tampering fee against his account.

Accordingly, the Complainant's Complaint is denied in its entirety.

#### CONCLUSIONS OF LAW

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

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<sup>1</sup> PGW Exh. 5.

2. The burden of proof in this proceeding is upon the Complainant. 66 Pa.C.S. § 332(a).

3. Any finding of fact necessary to support the Commission's adjudication must be based upon substantial evidence. *Mill v. Pa. Pub. Util. Comm'n*, 447 A.2d 1100 (Pa. Cmwlth. 1982); *Edan Transp. Corp. v. Pa. Pub. Util. Comm'n*, 623 A.2d 6 (Pa. Cmwlth. 1993); 2 Pa.C.S. § 704.

4. A public utility may require the payment of any outstanding balance or portion of an outstanding balance if the applicant or customer resided at the property for which service is requested during the time the outstanding balance accrued and for the time the applicant or customer resided there, not exceeding 4 years prior to the date of requesting that service be restored. The 4-year limit does not apply in instances of fraud and theft. 52 Pa. Code § 56.191(d).

5. The Complainant failed to meet his burden of demonstrating that Philadelphia Gas Works is improperly requiring him to pay the outstanding balance, inclusive of a meter tampering fee, before it will restore service at the service address. 66 Pa.C.S. § 332(a).

### ORDER

THEREFORE,

IT IS ORDERED:

1. That the Formal Complaint of Bradford Bartley at Bradford Bartley v. Philadelphia Gas Works, Docket No. C-2024-3052559 is denied.

