



PHILADELPHIA GAS WORKS

800 West Montgomery Avenue • Philadelphia, PA 19122

Tracy Tripp, Senior Attorney
Legal Department
Direct Dial: 215-684-6164
FAX: 215-684-6249
E-mail: tracy.tripp@pgworks.com

December 2, 2025

VIA ELECTRONIC FILING

Matthew L. Homsher, Secretary
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

Re: Lawrence Robinson v. Philadelphia Gas Works; Docket No. C-2025-3054744

Dear Secretary Homsher:

Enclosed for electronic filing please find Philadelphia Gas Works' 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/ Tracy Tripp

Tracy Tripp, Esquire

Enclosure

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



PHILADELPHIA GAS WORKS

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CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of Philadelphia Gas Works' Exceptions to the Initial Decision 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

Dr. Lawrence Robinson

LRobinson312@gmail.com

Date: December 2, 2025

/s/ Tracy Tripp

Tracy Tripp, Esquire

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Lawrence Robinson,	:	
Complainant,	:	
v.	:	Docket No. C-2025-3054744
	:	
Philadelphia Gas Works,	:	
Respondent.	:	

**PHILADELPHIA GAS WORKS’
EXCEPTIONS TO INITIAL DECISION**

Pursuant to 52 Pa. Code §5.533, the Philadelphia Gas Works (“PGW” or “Respondent”) hereby submits the following Exceptions to the Initial Decision in this matter issued on November 12, 2025 (“Initial Decision”).

I. INTRODUCTION

On April 23, 2025 Lawrence Robinson (“Dr. Robinson” or “Complainant”) filed a Formal Complaint (“Complaint”) with the Pennsylvania Public Utility Commission (“Commission”) against PGW wherein he indicated that there were incorrect charges on his bill; he argued that he should not have to assume the unpaid balance accumulated at the Service Address from 2012 until 2021, when service was abandoned. He also indicated that PGW was threatening termination of his service.

On May 14, 2025, PGW filed an Answer wherein it denied that there were incorrect charges on the Complainant’s bill and stated that the amount for which PGW held the Complainant responsible for was the outstanding balance accumulated during Complainant’s ownership while the service was in the name of Complainant’s now-deceased father.

On July 17, 2025, an evidentiary hearing in this matter was held telephonically before Administrative Law Judge Marta Guhl (“Presiding Officer” or “ALJ”); both parties participated. The record closed on August 15, 2025, upon receipt of the transcript.

By Secretarial Letter dated November 12, 2025, the Commission served PGW with the Initial Decision.

II. EXCEPTIONS

1. The ALJ Erred by Finding that PGW can only hold a customer responsible for any unpaid arrearage less than four years old.

Conclusions of Law ¶ 4 correctly states that “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. 52 Pa. Code 56.35(a),” However, the ALJ incorrectly applies this section by broadening it beyond its intended scope. This erroneous interpretation is evident in her statement that, “...PGW may only go back four years in terms of the outstanding balances. As such, PGW may only go back to January 2021 in order to calculate the outstanding balance which the Complainant must pay.” Discussion, p. 7.

This is an overbroad misstatement of the law, in that ALJ’s phrasing would constrain PGW from ever collecting balances over four years old, regardless of whether or not PGW was requiring payment as a condition of furnishing service.

Beth Trivelpiece v. PECO Energy Company, C-2015-2462644, is the seminal case on this issue. In *Trivelpiece*, the Commission makes a clear distinction between instances where service is withheld until a customer pays off a previous balance, and instances where service is restored pending a resolution of responsibility:

As we pointed out in *Brown*, Section 56.35 does not prohibit a utility from holding a customer responsible for a total account balance that includes amounts that are over four years old. Rather, it prohibits a utility from requiring an applicant for new service to pay any outstanding balance that accrued longer than four years prior to the request for service, as a condition of furnishing that service to the applicant. *Beth Trivelpiece*, No. C-2015-2462644, 2016 WL 8736871, at 11 (Sept. 1, 2016)(internal citations omitted).

The facts do not support that PGW conditioned the furnishing of service to the Complainant on his payment of the accumulated arrears for his property. PGW began active gas service to the property directly after Dr. Robinson paid a reconnection fee and small deposit based entirely on the balance accrued *within* the last four years. Tr. p.31; ln.1-11. PGW indicated to Complainant in a January 21, 2025 phone call, memorialized as a customer contact in PGW Exhibit 3, page 9 of 11, that it would restore service once that payment was made. Gas service was indeed restored on February 5, 2025. Tr. at p. 45.

Dr. Robinson continued, before and after restoration, to refuse to accept responsibility

for the gas usage at the property and the prior, unpaid bills that accumulated when gas service was in his father's name, even though he was owner, with his sister, during that time period. Tr. p. 12. However, Dr. Robinson *was* furnished with active gas service (although he had made no payments for his new service even at the time of the hearing. Tr. at 54.). PGW's reactivation of the prior balance after furnishing new service was within its authority to collect the outstanding balance at that property.

While ALJ Guhl does not cite the statute of limitations applicable to this matter¹, her Initial Decision does note in the Discussion that the Complaint, "asserts that he should not be responsible for the prior balance because it exceeds the statute of limitations in this case." ID at p. 5. Insofar as the statute of limitation could apply here, and is non-waivable², it militates in favor of PGW's position that Complainant is responsible for the unpaid balance at the Service Address.

Section 3314. Limitation of action and cumulation of remedies, states in pertinent part:

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 therefor arose....

Pa. C.S. §3314(a).

Dr. Robinson was on notice of the Service Address's bills. He was co-executor of his father's estate.³ While he initially stated his father died in 2009⁴, he later clarified that his father died on January 19, 2011. Relying on either date, the last payment PGW received for gas used at the Service Address was January 16, 2012, at least one year after the elder Robinson's death. *See* PGW Exhibit 4, page 7 of 11. The idea that Dr. Robinson – a sophisticated actor, with a medical degree⁵ and multiple properties in Philadelphia⁶ – simply had no idea that gas service was on at the Service Address until it was abandoned in 2021 – is not credible. Nor is the idea that he, as a business person, if not a sibling, would have zero conversations with his sister, co-owner and purported sole caretaker of the Service Address, about things such as whether or not

¹ 66 Pa. C.S. §3314.

² *See Sythierno Mansour*, No. C-2016-2528326, 2016 WL 4479278 (July 25, 2016).

³ Tr. at p. 24; ln. 21-25.

⁴ Tr. at p.12; ln. 22-23

⁵ Tr. at p. 24; ln 10-14.

⁶ Tr. at p. 11; ln. 3-5; Tr. at 31; ln. 16-20.

utility service was discontinued at the Service Address once it was allegedly vacant.⁷ Dr. Robinson consistently argues that he would not have gotten the physical notice of paper bills and alerts being sent to the Service Address, but never refutes or even challenges that PGW did properly serve notice of its collection and termination actions to the Service Address. As an owner, this suffices to put him on notice. Even with tolling for his informal complaint, he lost the opportunity to prosecute his dispute of responsibility for gas used at his property three years after the liability arose – which is, most generously, November 17, 2024, three years after service was abandoned. *See* Findings of Fact No. 6.

While Dr. Robinson contended he could not be held responsible for bills more than four years old, he has also missed the opportunity to contest those bills, for which he is, as one of the property owners and co-executor for the estate of the previous account holder, responsible.

III. CONCLUSION

WHEREFORE, PGW respectfully requests that the Commission grant these Exceptions and reject the conclusions of the Initial Decision consistent with the foregoing discussion and dismiss the Complaint in its entirety.

Respectfully submitted,

/s/ Tracy Tripp

Tracy Tripp, Esquire
Attorney I.D. 310712
Philadelphia Gas Works
800 W. Montgomery Avenue
Philadelphia, PA 19122
Telephone: (215) 684-6249
tracy.tripp@pgworks.com

Date: December 2, 2025

Counsel for PGW

⁷ Tr. at p.18; ln. 1-9.