

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Erin Brenner

v.

Philadelphia Gas Works

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C-2025-3054534

**INITIAL DECISION**

Before  
Emily A. Farren  
Administrative Law Judge

**INTRODUCTION**

This Decision: (1) denies the Preliminary Objection of Philadelphia Gas Works; (2) sustains the Formal Complaint of a natural gas customer, because she carried her burden of proving that she is not responsible for the portion of the gas service bill that accrued between November 6, 2018 through March 27, 2020 at the Service Address; and (3) assesses Philadelphia Gas Works a civil penalty in the amount of \$1,000 for violating the Commission’s regulations.

**HISTORY OF THE PROCEEDING**

On April 10, 2025, Erin Brenner (Ms. Brenner or Complainant) filed a Formal Complaint with the Pennsylvania Public Utility Commission (Commission) against Philadelphia Gas Works (PGW or Respondent) alleging: (1) PGW threatened to shut off service or has already shut off service; (2) that there are incorrect charges on her

bill; (3) that there are reliability, safety, or quality problems with the gas service; and (4) “other,” explaining, “PGW is charging me for an address at 3408 Arthur Street, where I moved out. I provided proof of address change from DMV, I have other evidence I was not living at the address at that time.” Complaint ¶ 4.

For relief, Ms. Brenner requested that the Commission:

Please investigate all the proof I am submitting. (letter from my mother stating I lived with her at the time, proof of address change from DMV. I was not living at 3408 Arthur Street for which the majority of the balance 3,542.68. I am absolutely willing to pay the money I owe from my current address at Carnation Street. But I want the balance from 3408 Arthur St disputed.

Complaint ¶ 5.

On April 30, 2025, PGW filed an Answer with New Matter to the Complaint. In its responsive pleading, PGW admitted it issued a shut-off notice for Ms. Brenner’s gas service. PGW denied that there is a reliability, safety, or quality problem with the gas service. Answer ¶ 4. PGW further denied that the Company’s billing was incorrect. *Id.* In New Matter, PGW averred Complainant previously had gas service at 3408 Arthur Street, Philadelphia, PA from March 6, 2016 through March 27, 2020. New Matter ¶ 8. PGW contended that Section 3314 of the Public Utility Code (Code), 66 Pa.C.S. § 3314, divests the Commission of jurisdiction to hear an action brought more than three years from the date the liability arose. New Matter ¶ 14. PGW averred that to the extent the Complaint raises issues pertaining to charges and/or bills issued to the Complainant prior to April 10, 2022, they are barred by Section 3314 of the Code. 66 Pa.C.S. § 3314; New Matter ¶ 16.

On April 30, 2025, PGW also filed Preliminary Objections to the Complaint insofar as the Complaint raised issues regarding bills issued at 3408 Arthur Street between 2018 and 2020. PGW asserted such issues fall outside of the applicable statute of limitations and are thus barred under Section 3314 of the Code, 66 Pa.C.S. § 3314.

On May 8, 2025, Ms. Brenner filed a response to PGW's Preliminary Objections.

On May 15, 2025, the Commission issued a Motion Judge Assignment Notice to inform the parties that I was assigned as the Presiding Officer responsible for resolving any issues which may arise during the preliminary phase of the proceeding.

On May 19, 2025, I issued an interim order holding the Preliminary Objections in abeyance and notifying the parties that an evidentiary hearing would be scheduled and held in this matter.

By the Corrected: Initial Telephonic Evidentiary Hearing Notice<sup>1</sup> dated May 19, 2023, the Office of Administrative Law Judge notified the parties an initial telephonic hearing in this case was scheduled for July 10, 2025 at 10:00 a.m.

On July 2, 2025, PGW requested a continuance of the July 10, 2025 hearing, citing on-going settlement discussions were taking place and the parties needed more time to explore the possibility of settlement. On July 3, 2025, I granted PGW's continuance request.

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<sup>1</sup> The Corrected Notice corrected the Docket No. listed on the Notice; no other information changed.

On September 12, 2025, a Rescheduled Initial Telephonic Evidentiary Hearing Notice was issued rescheduling a hearing for October 22, 2025 at 10:00 a.m.

On September 29, 2025, I issued a Prehearing Order reminding the parties of the date and time of the scheduled hearing and various procedures that would apply at the hearing.

On October 22, 2025, the hearing convened as scheduled. Ms. Brenner appeared *pro se*, testified on her own behalf and offered one exhibit. Ms. Tracy Tripp, Esquire, represented PGW and presented the testimony of Ms. Wendy Vacca, a Senior Customer Review Officer. Ms. Vacca offered six exhibits. At the hearing, PGW renewed its Preliminary Objection on the jurisdictional issue.

The following exhibits were admitted during the hearing:

- Complainant Exh. 1 – Form with DMV Address Change
- PGW Exh. 1 – Letter from PGW to Customer for Dispute dated 4/14/2020
- PGW Exh. 2 – PGW’s Preliminary Objection to the Formal Complaint
- PGW Exh. 4 – Statement of Account Carnation Street
- PGW Exh. 5 – Customer Contacts
- PGW Exh. 6 – PGW’s Response to Customer Dispute dated 11/29/2024
- PGW Exh. 7 – PGW’s Summary of BCS Case No. 4035422

The record consists of an 83-page transcript and seven exhibits. The record closed on November 10, 2025, when the transcript and exhibits were filed with the Commission.

### FINDINGS OF FACT

1. Complainant is Erin Brenner.
2. Respondent is Philadelphia Gas Works, a jurisdictional public utility that provides natural gas service.
3. Respondent provided natural gas service to 3408 Aurthur Street, Philadelphia, Pennsylvania 19136 (Service Address). Tr. 13.
4. Ms. Brenner resided at the Service Address from March 6, 2016, through on or about November 6, 2018, with her former boyfriend.<sup>2</sup> Tr. 14, 40; Complainant Exh. 1; PGW Exh. 1 at 5.
5. Ms. Brenner called PGW to cancel gas service in her name at the Service Address when her landlord told her to vacate the property in late 2018. Tr. 19.
6. From on or about November 6, 2018, through on or about March 27, 2020, Ms. Brenner resided with a relative and did not have gas service in her own name. Tr. 20.

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<sup>2</sup> PGW stipulated that Ms. Brenner officially changed her address from 3408 Aurthur Street by November 2018. Tr. 40.

7. On March 27, 2020, Ms. Brenner requested PGW establish gas service at 5359 Eadom Street, Philadelphia, Pennsylvania. Tr. 25; PGW Exh. 1 at 5.

8. On March 27, 2020, Ms. Brenner filed a dispute with PGW regarding the outstanding balance PGW claimed Ms. Brenner owed for gas service at the Service Address from November 6, 2018, through March 27, 2020. PGW Exh. 1 at 8.

9. On April 14, 2020, PGW issued Ms. Brenner a letter notifying her that PGW concluded she is “responsible for the service, as billed, due to lack of prior notice **until March 6, 2016.**” PGW Exh. 1 at 8 (emphasis added).

10. On April 9, 2021, PGW finalized Ms. Brenner’s gas service bill for 5359 Eadom Street, Philadelphia, Pennsylvania. PGW Exh. 6 at 1.

11. From on or about April 9, 2021, through on or about April 17, 2024, Ms. Brenner either resided outside of PGW’s service territory or otherwise did not have gas service in her own name. Tr. 25; PGW Exh. 5 at 2.

12. On May 6, 2024, Ms. Brenner requested PGW establish gas service at 6335 Carnation Street, B, Philadelphia, Pennsylvania. PGW Exh. 5 at 1.

13. On May 6, 2024, a screenshot of PGW’s customer contacts show that PGW customer service advised Ms. Brenner, “of w/o [write-off balance] we had to reactivate to start service, she agreed, in the amount of 3,109.48. passed experian with Cno [sic] deposit required.” PGW Exh. 5 at 2; *see also* Tr. 54-55 for a description of this Exhibit.

14. On November 13, 2024, a screenshot of PGW’s customer contacts show that PGW customer service advised Ms. Brenner, “old balance is from 2021 and had to be reactivated.” PGW Exh. 5 at 3; *see also* Tr. 54-55 for a description of this Exhibit.

15. On November 22, 2024, Ms. Brenner filed a dispute with PGW regarding the transferred balance. PGW Exh. 6 at 1.

16. On November 29, 2024, PGW issued Ms. Brenner a letter notifying her that PGW concluded she is “responsible for the service, as billed, due to lack of prior notice.” PGW Exh. 6 at 1.

17. On December 11, 2024, Ms. Brenner filed an informal complaint with the Commission’s Bureau of Consumer Services.

## DISCUSSION

### *Legal standards*

#### *Preliminary objections*

Commission procedure regarding the disposition of preliminary objections is similar to the procedure used in Pennsylvania civil practice. A preliminary objection in civil practice seeking dismissal of a pleading will only be granted where relief is clearly warranted and free from doubt.<sup>3</sup>

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<sup>3</sup> *Pa. State Lodge, Fraternal Order of Police v. Dept. of Conservation & Nat. Res.*, 909 A.2d 413 (Pa. Cmwlth. 2006).

The Commission may not rely upon the factual assertions of the moving party but must accept as true for purposes of disposing of the motion all well pleaded, material facts of the nonmoving party, as well as every inference from those facts.<sup>4</sup> The Commission must view the Complainant in this case in the light most favorable to the Complainant and should dismiss the Complaint only if it appears that the Complainant would not be entitled to relief under any circumstances as a matter of law.<sup>5</sup>

A complaint must set forth “an act or thing done or omitted to be done or about to be done or omitted to be done by the respondent in violation, or claimed violation, of a statute which the Commission has jurisdiction to administer, or of a regulation or order of the Commission.”<sup>6</sup> However, the Commission may dismiss any complaint without a hearing if, in its opinion, a hearing is not necessary in the public interest.<sup>7</sup>

#### *Statute of limitations*

The Commission’s established practice is to apply the four-year statute of limitations under Section 1312 of the Public Utility Code to adjudications of disputes about the amounts owed to utilities by their customers.<sup>8</sup> In relevant part, Section 1312 states, “the commission shall have the power and authority to make an order requiring the public utility to refund the amount of any excess paid by any patron, in consequence of

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<sup>4</sup> *Cnty. of Allegheny v. Commonwealth of Pa.*, 551 A.2d 402 (Pa. 1985); *Commonwealth of Pa. v. Bell Tel. Co. of Pa.*, 490 A.2d 402 (Pa. Cmwlth. 1988).

<sup>5</sup> *Equitable Small Transp. Intervenors v. Equitable Gas Co.*, 1994 Pa.P.U.C. LEXIS 69, Docket No. C-00935435 (July 18, 1994).

<sup>6</sup> 66 Pa.C.S. § 701.

<sup>7</sup> 66 Pa.C.S. § 703(b).

<sup>8</sup> 66 Pa.C.S. § 1312; *see also Core Communications, Inc v. Verizon, PA, Inc.*, Docket No.C-2011-2253750 (Order entered Dec. 23, 2016) at 112-119; *Core Communications, Inc. v, Verizon PA, Inc.* (Order on Reconsideration entered Apr. 20, 2017).

such unlawful collection, **within four years prior to the date of the filing of the complaint . . . .**<sup>9</sup>

*Burden of proof*

As the party seeking affirmative relief from the Commission, Complainant bears the burden of proving the necessary elements of the complaint by substantial evidence.<sup>10</sup> Substantial evidence is defined as such evidence that a reasonable mind might accept as adequate to support a conclusion, but Complainant is required to present more than a mere trace of evidence or a suspicion of the existence of a fact sought to be established.<sup>11</sup> To uphold this burden, Complainant must show Respondent is responsible or accountable for the problem described in the Complaint in order to prevail<sup>12</sup> by presenting evidence more convincing, by even the smallest amount, than that evidence presented by the other party.<sup>13</sup>

The decision of the Commission must be supported by substantial evidence.<sup>14</sup> “Substantial evidence” is such relevant evidence that a reasonable mind might accept as adequate to support a conclusion. More is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established.<sup>15</sup>

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<sup>9</sup> 66 Pa.C.S. § 1312 (emphasis added).

<sup>10</sup> See 66 Pa.C.S. § 332(a).

<sup>11</sup> See *Norfolk & W. Ry. Co. v. Pa. Pub. Util. Comm’n*, 413 A.2d 1037 (Pa. 1980); *Erie Resistor Corp. v. Unemployment Bd. of Review*, 166 A.2d 96 (Pa. Super. 1961); *Murphy v. Dep’t of Public Welfare*, 480 A.2d 382 (Pa. Cmwlth. 1984).

<sup>12</sup> *Patterson v. Bell Tel. Co. of Pa.*, 72 Pa. PUC 196 (1990); *Feinstein v. Phila. Suburban Water Co.*, 50 Pa.P.U.C. 300 (1976); *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm’n*, 578 A.2d 600 (Pa. Cmwlth.1990).

<sup>13</sup> *Se-Ling Hosiery v. Margulies*, 70 A.2d 854 (Pa. 1950).

<sup>14</sup> 2 Pa.C.S. § 704.

<sup>15</sup> *Norfolk & W. Ry. Co. v. Pa. Pub. Util. Comm’n*, 413 A.2d 1037 (Pa. 1980); *Erie Resistor Corp. v. Unemployment Comp. Bd. of Review*, 166 A.2d 96 (Pa. Super.

If a complainant establishes a *prima facie* case, the burden of going forward with the evidence shifts to the utility. If a utility does not rebut that evidence, the complainant will prevail. If the utility rebuts the complainant's evidence, the burden of going forward with the evidence shifts back to the complainant, who must rebut the utility's evidence by a preponderance of the evidence. The burden of going forward with the evidence may shift from one party to another, but the burden of proof never shifts; it always remains on a complainant.<sup>16</sup>

Upon the presentation by a 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 utility. If the evidence presented by the respondent utility is of co-equal value or "weight," the burden of proof has not been satisfied. The complainant now has to provide some additional evidence to rebut that of the respondent.<sup>17</sup>

While the burden of production 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.<sup>18</sup>

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1961); and *Murphy v. Pa. Dep't of Pub. Welfare, White Haven Cntr.*, 480 A.2d 382 (Pa. Cmwlth. 1984).

<sup>16</sup> *Milkie v. Pa. Pub. Util. Comm'n*, 768 A.2d 1217 (Pa. Cmwlth. 2001) (*Milkie*); see also *Burleson v. Pa. Pub. Util. Comm'n*, 443 A.2d 1373 (Pa. Cmwlth. 1982) (*Burleson*).

<sup>17</sup> *Burleson*.

<sup>18</sup> *Milkie*.

*Payment of outstanding balance*

Section 56.35 of the Commission's regulations provides, Payment of outstanding balance, in part, as follows:

- (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.<sup>[19]</sup>

*Civil penalty*

The Commission previously adopted standards to be applied to determine the amount of the civil penalty in slamming cases. *Rosi v. Bell-Atlantic-Pa., Inc.*, Docket No. C-00992409 (Opinion and Order entered Mar. 16, 2000). The Commission also considered these standards when evaluating settlement agreements in slamming cases. *Pa. Pub. Util. Comm'n v. PEPCO Energy Services*, Docket No. M-00001432 (Order entered Nov. 9, 2000). Subsequently, the Commission determined all violations of the Code and the Commission's regulations would be subject to review under the standards set forth in *Rosi. Pa. Pub. Util. Comm'n v. NCIC Operator Serv.*, Docket No. M-00001440 (Order entered Dec. 21, 2000).

The Commission conducts this review to determine the appropriate penalty to be applied for all types of violations for all categories of public utilities. The factors in *Rosi* are generic in nature and can be applied in all cases. The nature of the violation (intentional or negligent), its impact (customers affected and duration), the extent of cooperation by the regulated entity, and the utility's compliance history are, *inter alia*,

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<sup>19</sup> 52 Pa. Code § 56.35(a).

examples of factors the Commission reviews for all types of violations for all types of utilities. Subsequent to the decision in *Rosi*, the Commission promulgated the standard in *Rosi* and it is set forth in the Commission's regulations:

(1) Whether the conduct at issue was of a serious nature. When conduct of a serious nature is involved, such as willful fraud or misrepresentation, the conduct may warrant a higher penalty. When the conduct is less egregious, such as administrative filing or technical errors, it may warrant a lower penalty.

(2) Whether the resulting consequences of the conduct at issue were of a serious nature. When consequences of a serious nature are involved, such as personal injury or property damage, the consequences may warrant a higher penalty.

(3) Whether the conduct at issue was deemed intentional or negligent. This factor may only be considered in evaluating litigated cases. When conduct has been deemed intentional, the conduct may result in a higher penalty.

(4) Whether the regulated entity made efforts to modify internal practices and procedures to address the conduct at issue and prevent similar conduct in the future. These modifications may include activities such as training and improving company techniques and supervision. The amount of time it took the utility to correct the conduct once it was discovered and the involvement of top-level management in correcting the conduct may be considered.

(5) The number of customers affected and the duration of the violation.

(6) The compliance history of the regulated entity which committed the violation. An isolated incident from an otherwise compliant utility may result in a lower penalty, whereas frequent, recurrent violations by a utility may result in a higher penalty.

(7) Whether the regulated entity cooperated with the Commission’s investigation. Facts establishing bad faith, active concealment of violations, or attempts to interfere with Commission investigations may result in a higher penalty.

(8) The amount of the civil penalty or fine necessary to deter future violations. The size of the utility may be considered to determine an appropriate penalty amount.

(9) Past Commission decisions in similar situations.

(10) Other relevant factors.<sup>[20]</sup>

### *Parties’ positions*

Complainant alleged: (1) PGW threatened to shut off service or has already shut off service; (2) that there are incorrect charges on her bill; (3) that there are reliability, safety, or quality problems with the gas service; and (4) “other,” explaining, “PGW is charging me for an address at 3408 Arthur Street, where I moved out. I provided proof of address change from DMV, I have other evidence I was not living at the address at that time.”<sup>21</sup>

PGW asserted that Section 3314 of the Code divests the Commission of jurisdiction to hear an action brought more than three years from the date the liability arose.<sup>22</sup> PGW further asserted that because Complainant filed the Complaint on April 10, 2025, issues pertaining to charges and/or bills issued to Complainant prior to April 10, 2022, are barred by the statute of limitations.<sup>23</sup>

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<sup>20</sup> 52 Pa. Code § 69.1201(c).

<sup>21</sup> Complaint ¶ 4.

<sup>22</sup> 66 Pa.C.S. § 3314; New Matter ¶ 14.

<sup>23</sup> New Matter ¶ 16.

At the evidentiary hearing, Complainant’s allegations were fleshed out as described herein. Respondent provided natural gas service to 3408 Aurthur Street, Philadelphia, Pennsylvania 19136 (Service Address).<sup>24</sup> Ms. Brenner resided at the Service Address from March 6, 2016, through on or about November 6, 2018, with her former boyfriend.<sup>25</sup> Ms. Brenner called PGW to cancel gas service in her name at the Service Address.<sup>26</sup> From on or about November 6, 2018, through on or about March 27, 2020, Ms. Brenner resided with a relative and did not have gas service in her own name.<sup>27</sup>

On March 27, 2020, Ms. Brenner requested PGW establish gas service at 5359 Eadom Street, Philadelphia, Pennsylvania.<sup>28</sup> On March 27, 2020, Ms. Brenner filed a dispute with PGW regarding the outstanding balance PGW claimed Ms. Brenner owed for gas service at the Service Address from November 6, 2018, through March 27, 2020.<sup>29</sup>

On April 14, 2020, PGW issued Ms. Brenner a letter (April 14 Letter) notifying her that PGW, as to the disputed service from November 6, 2018, through March 27, 2020, concluded she is “responsible for the service, as billed, due to lack of

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<sup>24</sup> Tr. 13.

<sup>25</sup> Tr. 14, 40; Complainant Exh. 1; PGW Exh. 1 at 5. Further, PGW stipulated that Ms. Brenner officially changed her address from 3408 Aurthur Street by November 2018. Tr. 40.

<sup>26</sup> Tr. 19.

<sup>27</sup> Tr. 20.

<sup>28</sup> Tr. 25; PGW Exh. 1 at 5.

<sup>29</sup> PGW Exh. 1 at 8.

prior notice **until March 6, 2016.**<sup>30</sup> The April 14 Letter did not indicate a dollar amount PGW asserted to be due.<sup>31</sup>

On April 9, 2021, PGW finalized Ms. Brenner's gas service bill for 5359 Eadom Street, Philadelphia, Pennsylvania.<sup>32</sup> From on or about April 9, 2021, through on or about April 17, 2024, Ms. Brenner either resided outside of PGW's service territory or otherwise did not have gas service in her own name.<sup>33</sup>

On May 6, 2024, Ms. Brenner requested PGW establish gas service at 6335 Carnation Street, B, Philadelphia, Pennsylvania.<sup>34</sup> On May 6, 2024, a screenshot of PGW's customer contacts show that PGW customer service advised Ms. Brenner, "of w/o [write-off balance] we had to reactivate to start service, she agreed, in the amount of 3,109.48. passed experian with Cno [sic] deposit required."<sup>35</sup> On November 13, 2024, a screenshot of PGW's customer contacts show that PGW customer service advised Ms. Brenner, "old balance is from 2021 and had to be reactivated."<sup>36</sup> On November 22, 2024, Ms. Brenner filed a dispute with PGW regarding the transferred balance.<sup>37</sup> On November 29, 2024, PGW issued Ms. Brenner a letter notifying her that PGW concluded she is "responsible for the service, as billed, due to lack of prior notice."<sup>38</sup> On December 11,

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<sup>30</sup> PGW Exh. 1 at 8 (emphasis added); based on a review of the record, the date, March 6, 2016, appears to be an error, entered by the Company that referenced when Ms. Brenner contacted PGW to begin gas service at the Service Address, March 7, 2016; however, at the hearing, PGW's witness did not acknowledge or otherwise move to correct the error.

<sup>31</sup> See PGW Exh 1. at 8.

<sup>32</sup> PGW Exh. 6 at 1.

<sup>33</sup> Tr. 25; PGW Exh. 5 at 2.

<sup>34</sup> PGW Exh. 5 at 1.

<sup>35</sup> PGW Exh. 5 at 2; *see also* Tr. 54-55 for a description of this Exhibit.

<sup>36</sup> PGW Exh. 5 at 3; *see also* Tr. 54-55 for a description of this Exhibit.

<sup>37</sup> PGW Exh. 6 at 1.

<sup>38</sup> PGW Exh. 6 at 1.

2024, Ms. Brenner filed an informal complaint with the Commission’s Bureau of Consumer Services.

### *Analysis*

#### *Statute of limitations*

PGW asserted that Section 3314 of the Code divests the Commission of jurisdiction to hear an action brought more than three years from the date the liability rose.<sup>39</sup> PGW further asserted that because Complainant filed the Complaint on April 10, 2025, issues pertaining to charges and/or bills issued to Complainant prior to April 10, 2022, are barred by the statute of limitations.<sup>40</sup>

In this instance, while the Service Address billing issue here occurred from November 2018 through March 2020, the Complainant and the Company continued to have contact regarding the Complainant’s incorrect billing dispute. Ms. Brenner appropriately filed an internal dispute with PGW in March 2020, immediately upon learning of the timeframe the balance accumulated. While PGW maintained in the April 14 Letter that the Company deemed her responsible, the Company did not include dates of service that made sense nor stated a total amount said to be due.<sup>41</sup> In other words, the April 14 Letter provided no basis for further scrutiny by Complainant.

Next, PGW’s own evidence suggests PGW conveyed to Complainant, on November 13, 2024, “old balance is from 2021 and had to be reactivated.”<sup>42</sup> A dispute of a

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<sup>39</sup> 66 Pa.C.S. § 3314; New Matter ¶ 14.

<sup>40</sup> New Matter ¶ 16.

<sup>41</sup> See April 14 Letter, which stated, PGW determined Ms. Brenner was “responsible for the service, as billed, due to lack of prior notice **until March 6, 2016.**” (emphasis added).

<sup>42</sup> PGW Exh. 5 at 3.

balance “from 2021” falls within the statute of limitations, given that Ms. Brenner filed the instant Complaint on April 10, 2025.<sup>43</sup>

Based on the above, this issue related to Complainant’s incorrect billing dispute was clearly an ongoing issue. Therefore, the ongoing dispute process tolls the statute of limitations. The Commission has jurisdiction to hear the merits of this case.

*Incorrect billing*

Complainant carried her burden of proof to show that PGW incorrectly billed her for gas service at the Service Address from November 6, 2018, through March 27, 2020, because she produced evidence that she moved from the Service Address on November 6, 2018, and credibly testified that she contacted PGW to disconnect her service.<sup>44</sup> Moreover, PGW stipulated that Ms. Brenner officially changed her address from the Service Address by November 2018.<sup>45</sup>

In sum, Ms. Brenner presented a *prima facie* case that she: (1) contacted PGW to terminate gas service in her name at the Service Address prior to November 6, 2018; and, (2) did not reside at or enjoy the use of utility service at the Service Address from November 6, 2018, through March 27, 2020.

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<sup>43</sup> 66 Pa.C.S. § 1312; *see also Core Communications, Inc v. Verizon, PA, Inc.*, Docket No.C-2011-2253750 (Order entered Dec. 23, 2016) at 112-119; *Core Communications, Inc. v. Verizon PA, Inc.* (Order on Reconsideration entered Apr. 20, 2017).

<sup>44</sup> Tr. 14, 40; Complainant Ex. 1; PGW Ex. 1 at 5.

<sup>45</sup> Tr. 40.

Having presented a *prima facie* case that she is not accountable for the utility bill that accrued between November 6, 2018, through March 27, 2020, the burden of persuasion shifted to PGW.<sup>46</sup>

Related to the incorrect billing allegations, PGW witness Vacca testified that PGW has no record of Ms. Brenner cancelling service at the Service Address. Tr. 54. PGW witness Vacca sponsored PGW Exhibit 1, a copy of the letter PGW sent to Ms. Brenner on April 14, 2020, which concluded the customer was responsible for the balance at Arthur Street due to failure to discontinue the service.<sup>47</sup> Stated differently, PGW: (1) presented no evidence or testimony that Ms. Brenner resided at the Service Address from November 6, 2018, through March 27, 2020; and, (2) failed to conduct the appropriate analysis under Section 56.35 of the Commission's regulations to determine if Ms. Brenner was legally responsible for the balance transfer PGW placed on her bill when Ms. Brenner requested service at a new address.<sup>48</sup>

I find PGW's testimony and evidence insufficient to rebut Ms. Brenner's testimony and evidence that she moved from the Service Address on November 6, 2018. PGW did not properly transfer the balance accrued from the Service Address when Ms. Brenner requested gas service in her name at her new address. Therefore, because Ms. Brenner did not use gas service from November 6, 2018, through March 27, 2020, at the Service Address, and viewing the totality of the evidence, I find that Ms. Brenner met her burden of proof that PGW incorrectly billed her for gas service during these dates.

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<sup>46</sup> *Burleson; Milkie.*

<sup>47</sup> PGW Exh. 1; Tr. 55-56.

<sup>48</sup> 52 Pa. Code § 56.35(a).

Thus, in the ordering paragraphs below, the Complaint is sustained as to incorrect billing at the Service Address for the period of November 6, 2018, through March 27, 2020, in violation of Section 56.35 of the Commission's regulations.<sup>49</sup>

*Civil penalty*

Respondent denied it violated the Public Utility Code, the Commission's regulations or orders, but the evidence presented at the hearing shows Respondent violated Section 56.35 of the Commission's regulations.<sup>50</sup> Because I find that PGW violated the Commission's regulations by improperly billing the Complainant, a civil penalty may be warranted.

Upon review of the *Rosi* standards, I conclude:

As to Factor #1, Respondent's conduct does not appear to be willful fraud or misrepresentation.

As to Factor #2, there was no personal injury or property damage here.

As to Factor #3, the conduct of improper billing was intentional, as Ms. Brenner attempted to rectify PGW's error through the Company's internal complaint process, by explaining she did not reside at the Service Address during the time period of November 6, 2018, through March 27, 2020. PGW insisted that because Ms. Brenner failed to give notice, she was responsible for the bill until March 27, 2020, but PGW failed to produce any evidence Ms. Brenner continued to reside at the Service Address.

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<sup>49</sup> 52 Pa. Code § 56.35(a).

<sup>50</sup> 52 Pa. Code § 56.35(a).

As to Factor #4, PGW presented no evidence that the Company modified any practices or procedures regarding customer complaints of incorrect billing and balance transfers.

As to Factor #5, here, one customer, the Complainant was impacted, for a duration of nearly six years.

As to Factor #6, neither party presented evidence regarding PGW's billing compliance history.

As to Factor #7, this factor is inapplicable.

As to Factor #8, PGW did not apply the appropriate analysis under Section 56.35(a) of the Commission's regulations, 52 Pa. Code § 56.35(a), to determine whether Complainant was legally responsible for the bill that accrued for the period of November 6, 2018, through March 27, 2020. I find that a civil penalty in the amount of \$1,000 is appropriate to deter PGW from failing to apply the appropriate analysis in the future.

As to Factor #9, in *Shapiro v. Philadelphia Gas Works*, the Commission ordered PGW to pay a civil penalty in the amount of \$1,000 for unexplained billing errors.<sup>51</sup>

As to Factor #10, no other factors were presented by either party for consideration.

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<sup>51</sup> *Shapiro v. Phila. Gas Works*, Docket No. F-2012-2318535 (Order and Opinion entered Sept. 18, 2013).

Upon weighing the above facts, I find a civil penalty in the amount of \$1,000 is appropriate, warranted, and in line with Commission precedent.

### CONCLUSIONS OF LAW

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

2. As the party seeking affirmative relief from the Commission, the Complainant bears the burden of proof. 66 Pa.C.S. § 332(a).

3. To uphold this burden, Complainant must show that the named utility is responsible or accountable for the problem described in the Complaint in order to prevail. *Patterson v. Bell Tel. Co. of Pa.*, 72 Pa.P.U.C. 196 (1990); *Feinstein v. Phila. Suburban Water Co.*, 50 Pa. PUC 300 (1976).

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

5. Complainant met the burden of proving Respondent incorrectly billed her for natural gas at the Service Address after she moved and provided PGW notice, in violation of Section 56.35 of the Commission's regulations. 66 Pa.C.S. § 332(a); 52 Pa. Code § 56.35(a).

6. All violations of the Code and the Commission's regulations are subject to review under the standards set forth in *Rosi. Pa. Pub. Util. Comm'n v. NCIC Operator Serv.*, Docket No. M-00001440 (Order entered Dec. 21, 2000).

ORDER

THEREFORE,

IT IS ORDERED:

1. That the Preliminary Objection of Philadelphia Gas Works is denied.
2. That the Formal Complaint of Erin Brenner, filed at *Erin Brenner v. Philadelphia Gas Works*, Docket No. C-2025-3054534, is sustained.
3. That Respondent Philadelphia Gas Works shall remove charges, including late payment charges, accrued from November 6, 2018 until March 27, 2020, at the Service Address, and within thirty (30) days render a corrected bill to the Complainant along with an account statement which shows the amount removed from the Complainant's account.
4. That within thirty (30) days of the entry of the Commission's Final Order in this matter, Respondent shall file with the Secretary's Bureau at this Docket, a verification acknowledging compliance with Ordering Paragraph No. 3, pursuant to 52 Pa. Code § 5.591(a).
5. That in accordance with Section 3301 of the Public Utility Code, 66 Pa.C.S. § 3301, within thirty (30) days of the entry of the Commission's Final Order in this matter, Philadelphia Gas Works shall pay a civil penalty of One Thousand Dollars (\$1,000), payable by certified check or money order. This certified check or money order shall be payable to the "Commonwealth of Pennsylvania" with the Docket No. C-2025-3054534 listed, and shall be sent to:

Matthew L. Homsher, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building, 2nd Floor  
400 North Street  
Harrisburg, PA 17120

6. That Philadelphia Gas Works shall cease and desist from further violations of the Commission's regulations.

7. That a copy of this Opinion and Order shall be served upon the Financial and Assessment Chief, Bureau of Administrative Services.

8. That if Philadelphia Gas Works fails to make the payment required by Ordering Paragraph No. 5 above, within thirty (30) days of the entry of the Commission's Final Order in this matter, it is further ordered that the Bureau of Administrative Services, Assessment Section shall refer this matter to the Pennsylvania Office of Attorney General for the collection of the civil penalty amount set forth above and any other appropriate action.

9. Upon receipt from Philadelphia Gas Works of the verification acknowledging compliance with Ordering Paragraph No. 3, and payment of the civil penalty as set forth in Ordering Paragraph No. 5 above, the Secretary shall mark this matter at Docket No. C-2025-3054534 as closed.

Date: January 29, 2026

\_\_\_\_\_/s/  
Emily A. Farren  
Administrative Law Judge