

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Frank Ferro Jr.	:	
	:	
v.	:	F-2025-3055873
	:	
Philadelphia Gas Works	:	

INITIAL DECISION

Before
Eranda Vero
Administrative Law Judge

INTRODUCTION

This Initial Decision denies the Formal Complaint of Frank Ferro Jr. because he failed to sustain his burden of proving by a preponderance of the evidence that the high bill he received in February of 2025 was the result of an inaccurate meter or an account mix-up. Mr. Ferro also failed to prove that Philadelphia Gas Works violated a Commission statute, regulation, order or its tariff when it issued the first bill 59 days after the initiation of gas service.

HISTORY OF THE PROCEEDING

On June 11, 2025, Frank Ferro Jr. (Complainant or Mr. Ferro) filed a Formal Complaint (Complaint) against Philadelphia Gas Works (PGW, Respondent or Company) with the Pennsylvania Public Utility Commission (Commission) alleging that there are incorrect charges on his gas bills from PGW.

This Complaint is a timely appeal of the informal decision issued by the Commission's Bureau of Consumer Services at BCS Case No. 4059906. A timely BCS appeal is subject to *de novo* review. 52 Pa. Code § 56.173(a).

The Secretary's Bureau served the Complaint on Respondent on June 23, 2025.

On July 14, 2025, the Respondent filed an Answer denying all material allegations of fact and conclusions of law in the Complaint.

An Initial Call-in Telephonic Hearing Notice dated July 21, 2025, notified the parties that an initial call-in telephone hearing was scheduled for October 1, 2025, at 10:00 a.m., and that the matter was assigned to me.

On July 22, 2025, I issued a Prehearing Order directing the parties to comply with various procedural requirements, reminding them of the time and date of the hearing and providing instructions for calling in to the hearing.

The hearing convened as scheduled on October 1, 2025. Mr. Ferro appeared *pro se* and testified in support of his Complaint. He sponsored two exhibits which were admitted into the record. Graciela Christlieb, Esq., appeared on behalf of the Respondent and presented the testimony of Patricia Bernard, who is a Customer Review Officer with PGW in charge of investigating Informal and Formal Complaints filed with the Commission. The Respondent sponsored four exhibits which were admitted into the record.

The record closed upon my receipt of the hearing transcript on October 31, 2025.

FINDINGS OF FACT

1. The Complainant is Frank Ferro Jr. who resides at 1112 West Ritner Street, Apt. 2F, Philadelphia, PA 19148 (Service Address). Tr. 8.

2. The Respondent is Philadelphia Gas Works.

3. Mr. Ferro placed gas service at the Service Address on December 23, 2024. Tr. 9.

4. Mr. Ferro was issued his first gas bill from PGW on February 22, 2025, in the amount of \$249.71. PGW Exhibit 1.

5. Mr. Ferro’s usage and charges from December 23, 2024, to September 23, 2025, were as follows:

Transaction Date	# of Days	CCF Usage	Heating Degree Days	Transaction Amount
2/22/2025	59	153	1863	\$249.71
3/25/2025	29	30	538	\$67.87
4/24/2025	32	17	379	\$45.52
5/23/2025	29	7	37	\$28.88
6/24/2025	30	7	44	\$29.06
7/24/2025	32	6	0	\$27.48
8/23/2025	30	5	0	\$25.82
9/23/2025	29	6	0	\$27.20

Tr. 22-24; PGW Ex. 1.

6. Mr. Ferro contacted PGW on March 3, 2025, to dispute his first bill. Tr. 26; PGW Ex. 2.

7. During the March 3, 2025 call, the PGW representative explained to Mr. Ferro that, even with the thermostat set at 60 degrees, the house heater would work if the outside temperature fell below that level. Tr. 26; PGW Ex. 2.

8. In May of 2025, Mr. Ferro received a bill addressed to Jessica Argondizza for gas service rendered at 2414 South Jessup Street, Philadelphia, PA 19148. Tr. 29-30; Complainant Ex. 2.

9. The gas usage reflected in Ms. Argondizza's May 2025 bill was unrelated to the gas usage at the Service Address. Tr. 30; *see* Complainant Ex. 2.

10. PGW has corrected the error that caused Ms. Argondizza's May 2025 bill to be mailed to the incorrect mailing address. Tr. 30.

11. Mr. Ferro has not received any other bills pertaining to Ms. Argondizza. Tr. 30.

12. On July 24, 2025, PGW removed Meter No. 2025371 from the Service Address for testing. PGW Ex. 2.

13. While at the Service Address, the PGW field technician listed all the gas appliances that were in operation: a house heater, a water heater and a range. Tr. 28; PGW Ex. 3.

14. Meter No. 2025371 tested within the $\pm 2\%$ accuracy variance allowed by the Commission's regulation at 52 Pa.Code § 59.22. Tr. 28-29; PGW Ex. 4.

DISCUSSION

Burden of Proof

As the party seeking affirmative relief from the Commission, a complainant has the burden of proof by a preponderance of the evidence. 66 Pa.C.S. § 332(a); *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 578 A.2d 600 (Pa. Cmwlth. 1990). A preponderance of the evidence is evidence that is more convincing, by even the smallest amount, than that presented by the opposing party. *Se-Ling Hosiery, Inc. v. Margulies*, 70 A.2d 854 (Pa. 1950). As a matter of law, a complainant must show that the named utility is responsible or accountable for the problem described in the Complaint in order to prevail, and that the offense is a violation of the Public Utility Code (Code), the Commission's regulations, or order. 66 Pa.C.S. § 701; *Patterson v. Bell Tel. Co. of Pa.*, 72 Pa.P.U.C. 196 (1990). The burden of proof is comprised of two distinct burdens: (1) the burden of production; and (2) the burden of persuasion. *Hurley v. Hurley*, 754 A.2d 1283 (Pa. Super. 2000). The burden of production, also called the burden of going forward with the evidence, determines which party must come forward with evidence to support a particular claim or defense. *Moore v. Nat'l Fuel Gas Distrib.*, Docket. No. C 2014-2458555 (Final Order entered Aug. 25, 2015) (*Moore*). The burden of production goes to the legal sufficiency of a party's claim or affirmative defense. *Id.* The burden of production may shift between the parties during a hearing. A complainant may establish a prima facie case with circumstantial evidence. *See Milkie v. Pa. Pub. Util. Comm'n*, 768 A.2d 1217 (Pa. Cmwlth. 2001) (*Milkie*). If a complainant introduces sufficient evidence to establish legal sufficiency of the claim, also called a prima facie case, the burden of production shifts to the utility to rebut the complainant's evidence. *See Moore*.

If the utility introduces evidence sufficient to balance the evidence introduced by the complainant, that is, evidence of co-equal value or weight, the complainant's burden of proof has not been satisfied and the burden of going forward

with the evidence shifts back to the complainant, who must provide some additional evidence favorable to the complainant's claim. *See Milkie* at 1220; *see also, Burleson v. Pa. Pub. Util. Comm'n*, 443 A.2d 1373 (Pa. Cmwlth. 1982), *aff'd*, 461 A.2d 1234 (Pa. 1983) (*Burleson*).

Having produced sufficient evidence to establish legal sufficiency of a claim, the party with the burden of proof must also carry the burden of persuasion to be entitled to a favorable ruling. *See Moore*. While the burden of production may shift back and forth during a proceeding, the burden of persuasion never shifts; it always remains on a complainant as the party seeking affirmative relief from the Commission. *See Milkie* at 1220; *see also, Riedel v. Cnty. of Allegheny*, 633 A.2d 1325 (Pa. Cmwlth. 1993); *Burleson* at 1375. It is entirely possible for a party to carry the burden of production but not be entitled to a favorable ruling because the party did not carry the burden of persuasion. *See Moore*. In determining whether a complainant has met the burden of persuasion, the fact-finder may engage in determinations of credibility, may accept or reject testimony of any witness in whole or in part, and may accept or reject inferences from the evidence. *See Moore* (citing *Suber v. Pa. Comm'n on Crime & Delinquency*, 885 A.2d 678 (Pa. Cmwlth. 2005)).

Additionally, any decision of the Commission must be supported by substantial evidence in the record; more is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. 2 Pa.C.S. § 704; *Norfolk & W. Ry. Co. v. Pa. Pub. Util. Comm'n*, 413 A.2d 1037 (Pa. 1980).

High Billing Dispute

In *Waldron v. Philadelphia Electric Co.*, (*Waldron*), 54 Pa.P.U.C. 98 (1980), the Commission adopted the Michigan Public Service Commission's (PSC's) policy announced in *Hallifax v. O & A Electric Co-Op*, Case No. U-5825 (May 1979), which

stated that, while the accuracy of the meter is an important factor in resolving billing disputes, it is not the sole criterion. The Michigan PSC stated that it will also consider the following factors: the billing history of the complainant; any change in the number of occupants residing at the household; the potential for energy utilization; and any other relevant facts or circumstances that are brought to light during the complaint proceeding. *Waldron* at 100.

While a comparison of the disputed monthly bill to the Complainant's billing history and the consistency of his usage pattern are important criteria to consider, they alone do not resolve the issue of the Complainant's disputed high bill. *Waldron* does not limit the establishment of a prima facie case to the above two elements alone. Rather, the Commission may consider the billing history of the account, any change in usage patterns (such as a change in the number of occupants residing in the household or potential energy utilization), and any other relevant facts or circumstances that come to light during the proceeding. See *Bennett v. Peoples Nat. Gas Co.*, Docket No. C-2009-2122979 (Opinion and Order entered Oct. 13, 2010); *Thomas v. PPL Elec. Utils. Corp.*, Docket No. C-2010-2187197 (Opinion and Order entered Nov. 15, 2011).

Thus, a complainant in a high bill case has the opportunity to present any other relevant evidence which, if sufficient to establish a prima facie case, can be used to sustain the burden of proof. There is no specific requirement as to what particular facts the complainant must offer. This will likely vary from case to case. In *Waldron*, for example, the complainant did not provide a comparison of prior billing, but asserted that the apartment was uninhabited during the billing period in question and that the only operating appliances were a clock and a refrigerator; that two air conditioners were disconnected; and that, even if the latter had been connected, the complainant could not possibly have used the energy reflected in the billing. The Commission remanded the complaint in *Waldron* reasoning that, had the record been properly developed, those facts may have established a prima facie high bill case, and then the Company would have had

to introduce evidence to overcome the prima facie case. *Waldron* at 101. Therefore, to establish a prima facie case under *Waldron*, a complainant must show the disputed bill was abnormally high when compared to prior usage patterns and that his or her pattern of usage has not changed or must provide other relevant evidence showing that the disputed bill is unreasonably high.

As set forth in *Waldron*, evidence proffered by a utility relating to the accuracy of a meter test alone, in response to a high bill complaint, is not conclusive evidence and would not, by itself, require a finding against a complainant and in favor of a company. *Id.* In other words, evidence of a meter test showing that the meter worked within the acceptable degree of accuracy can be overcome with circumstantial evidence that otherwise indicates that a bill was too high.

At the hearing, Mr. Ferro testified that he established gas service at the Service Address on December 23, 2024, and then proceeded to slowly move his personal belongings in there. Tr. 9, 17-18. He explained that he did not complete his move-in until March of 2025. Tr. 9. Mr. Ferro added that when he was at the Service Address mid-January 2025, the heat was set at 60 degrees and that he turned the heat off completely. Tr. 9. He testified that during these early months he was never at the Service Address and never used the utility services there. *Id.* He explained that he takes care of his daughter when his ex-wife travels for work, so he is at the Service Address only half the time. He does not cook or shower at his apartment and his dryer is electric. Tr. 9-11. Yet, Mr. Ferro stated that despite his efforts and circumstances his first bill from PGW was \$249, and that he did not receive his first bill until February of 2025. Tr. 9, 12. He testified that the bills that followed were considerably lower, and that he is regularly charged between \$25 and \$29 a month. Tr. 30-31. However, in May of 2025, PGW sent him the bill of Jessica Argondizza, which led Mr. Ferro to suspect that he is a victim of account mix-up which could potentially explain why his first bill was so abnormally high. Tr. 10, 11-12; Complainant Ex. 2; PGW Ex. 1.

Responding to these claims, Ms. Bernard testified that Mr. Ferro’s usage and charges from December 23, 2024, to September 23, 2025, were as follows:

Transaction Date	# of Days	CCF Usage	Heating Degree Days ¹	Transaction Amount
2/22/2025	59	153	1863	\$249.71
3/25/2025	29	30	538	\$67.87
4/24/2025	32	17	379	\$45.52
5/23/2025	29	7	37	\$28.88
6/24/2025	30	7	44	\$29.06
7/24/2025	32	6	0	\$27.48
8/23/2025	30	5	0	\$25.82
9/23/2025	29	6	0	\$27.20

Tr. 22-24; PGW Ex. 1.

Ms. Bernard also testified that Mr. Ferro contacted PGW on March 3, 2025, to dispute his first bill. Tr. 26; PGW Ex. 2. He relayed that he spends little time at the Service Address and has the temperature set at 60 degrees. Tr. 27; PGW Ex. 2. During the call, the PGW representative explained to Mr. Ferro that even with the thermostat set at 60 degrees the house heater would work if the outside temperature fell below that

¹ Degree Day – A unit measuring the extent to which the outdoor mean (average of maximum and minimum) daily dry-bulb temperature falls below (in the case of heating) or rises above (in the case of cooling) an assumed base. The base is normally taken as 65°F for heating and for cooling unless otherwise designated. One degree-day is counted for each degree of deficiency below (for heating) or excess over (for cooling) the assumed base, for each calendar day on which such deficiency or excess occurs. James H. Cawley and Norman Kennard, *Rate Case Handbook, A Guide to Utility Ratemaking before the Pennsylvania Public Utility Commission*, Glossary of Terms, Appendix Q (Pa. PUC 1983).

setting. Ms. Bernard testified that on July 24, 2025, PGW removed Meter No. 2025371 from the Service Address for testing. PGW Ex. 2. While at the Service Address, the PGW field technician listed all the gas appliances that were in operation: a house heater, a water heater and a range. Tr. 28; PGW Ex. 3. Meter No. 2025371 tested within the $\pm 2\%$ accuracy variance allowed by the Commission's regulation at 52 Pa. Code § 59.22. Tr. 28-29; PGW Ex. 4.

Turning to Mr. Ferro's claim about account mix-up, Ms. Bernard explained that the May bill for Jessica Argondizza was erroneously mailed to 1112 West Ritner Street, Second Floor, for service at 2414 South Jessup Street, Philadelphia, PA 19148. Tr. 29-30. She stated that the service or the usage in Ms. Argondizza's May bill was not tied to the usage at the Service Address. Tr. 30; see Complainant Ex. 2. Ms. Bernard emphasized that the bill in question did not impact Mr. Ferro's account with PGW. Tr. 30. She also added that the issue that caused Ms. Argondizza's May bill to be mailed to the incorrect mailing address has been corrected. *Id.* Mr. Ferro has not received any other bills pertaining to Ms. Argondizza. *Id.*

A careful review of Mr. Ferro's account with PGW reveals the following: First, Mr. Ferro's first bill was higher than the rest of his bills from PGW because it covered a period of 59 days. Second, Mr. Ferro's usage history with PGW is less than a year long and does not allow for a year-to-year comparison of his gas consumption. Third, the account history confirms Mr. Ferro's testimony that his thermostat is set at 60 degrees and that he uses very little gas. However, Mr. Ferro's conservation efforts seem to be encouraged by that high first bill. There is no testimony on the record that Mr. Ferro either found the thermostat set at 60 degrees when he first moved in at the Service Address or that he set it at 60 immediately after. Fourth, even with Mr. Ferro's conservation efforts his gas usage is affected by outside temperatures. In view of the above, I find that Mr. Ferro failed to carry his burden of proving that the high bill he received in February of 2025 was the result of an inaccurate meter or an account mix-up.

Failure to issue a monthly bill

Pursuant to Commission regulation on billing frequency, “[a] public utility shall render a bill once every billing period to every residential customer in accordance with approved rate schedules.” 52 Pa. Code § 56.11(a). Mr. Ferro initiated gas service at the Service Address on December 23, 2024, but did not receive a bill from PGW until 59 days later, on February 22, 2025. He did not receive a gas bill in January of 2025. When asked about the missing January bill, Ms. Bernard explained that when the initial bill covers a short period, PGW does not issue a bill until the next billing cycle. Tr. 31-32. According to PGW’s Commission-approved Tariff,

4.1.A. Billing Period. PGW shall render a bill once every month to Residential Customers. A period not less than 26 and not more than 35 days shall be taken as one month for billing purposes with the exception of the initial bill, final bill, or rebilling to correct a billing problem. If the initial meter reading period covers less than 26 days (with the exception of a final bill), the Gas usage may be included in the following month’s billing.

Rule 4.1.A., PGW Supplement No. 84 Gas Service Tariff – Pa P.U.C. No. 2 Second Revised Page No. 26, Effective Aug. 31, 2015. (emphasis added). Ms. Bernard did not testify when the initial meter reading period ended for Mr. Ferro. However, if the initial meter reading period was 24 or 25 days long, and the next reading period was 35 or 34 days long, respectively, Mr. Ferro’s February 22, 2025, bill would not be in violation of PGW’s Tariff, Rule 4.1.A.

A public utility's Commission-approved tariff is *prima facie* reasonable, has the full force of law and is binding on the utility and the customer. 66 Pa.C.S. § 316, *Kossman v. Pa. Pub. Util. Comm 'n*, 694 A.2d 1147 (Pa. Cmwlth. 1997); and *Stiteler v. Bell Telephone Co. of Pa.*, 379 A.2d 339 (Pa. Cmwlth. 1977). Mr. Ferro has failed to

prove by a preponderance of the evidence that PGW violated a Commission statute, regulation, order or PGW's Tariff when it issued the first bill 59 days after the initiation of gas service at the Service Address. In view of this, Mr. Ferro's Complaint against PGW is 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 burden of proof in this proceeding is on the Complainant. 66 Pa.C.S. § 332(a).
3. 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).
4. 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. 2 Pa.C.S. § 704. 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).
5. In establishing whether a "high bill" has been demonstrated, while the accuracy of the meter is an important factor in resolving billing disputes, the Commission will also consider the billing history of the Complainant; any change in the number of occupants residing at the household; the potential for energy utilization; and

any other relevant facts or circumstances that are brought to light during the complaint proceeding. *Waldron v. Phila. Elec. Co.*, 54 Pa.P.U.C. 98, 100 (1980).

6. The Commission's regulations allow for a $\pm 2\%$ margin of error in gas meter accuracy. 52 Pa. Code § 59.22(a), (b).

7. A public utility's Commission-approved tariff is *prima facie* reasonable, has the full force of law and is binding on the utility and the customer. 66 Pa.C.S. § 316, *Kossmann v. Pa. Pub. Util. Comm 'n*, 694 A.2d 1147 (Pa. Cmwlth. 1997); and *Stiteler v. Bell Telephone Co. of Pa.*, 379 A.2d 339 (Pa. Cmwlth. 1977).

8. The Complainant failed to carry his burden of proof.

ORDER

THEREFORE,

IT IS ORDERED:

1. That the Formal Complaint of Frank Ferro Jr. in *Frank Ferro Jr. v. Philadelphia Gas Works* at Docket No. F-2025-3055873 is dismissed in its entirety.

2. That the Secretary mark this docket closed.

Date: January 29, 2026

/s/
Eranda Vero
Administrative Law Judge