

**PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17120**

Public Meeting held February 19, 2026

Commissioners Present:

Stephen M. DeFrank, Chairman
Kimberly Barrow, Vice Chair
Kathryn L. Zerfuss
John F. Coleman, Jr.
Ralph V. Yanora

Consuelo Suarez

C-2025-3054512

v.

Philadelphia Gas Works

OPINION AND ORDER

BY THE COMMISSION:

Before the Pennsylvania Public Utility Commission (Commission) for consideration and disposition are the Exceptions filed by Consuelo Suarez (Ms. Suarez or the Complainant) on December 30, 2025, to the Initial Decision (I.D.) of Administrative Law Judge (ALJ) Marta Guhl, issued on December 19, 2025, in the above-captioned matter. Therein, the ALJ denied the Formal Complaint (Complaint) filed by Ms. Suarez on April 3, 2025, against Philadelphia Gas Works (PGW). PGW filed Reply Exceptions

on January 20, 2026.¹ For the reasons discussed below, we shall deny the Complainant's Exceptions, adopt the ALJ's Initial Decision, and deny the Complaint, consistent with this Opinion and Order.

I. History of Proceeding

On April 3, 2025, Ms. Suarez filed a Complaint, alleging that there were incorrect charges on her bills because PGW gave her a final bill for her previous address that included charges due to alleged theft. As relief, Ms. Suarez requested that the incorrect bill be waived or forgiven. Complaint at 2-3.

After the Complaint was served on PGW by the Secretary's Bureau on April 10, 2025, PGW filed an Answer on April 29, 2025, denying the material allegations of the Complaint. Answer at 1-2.

A hearing was conducted on September 15, 2025. Ms. Suarez appeared *pro se* and presented testimony. PGW was represented by counsel and presented the testimony of three witnesses. Nine exhibits were offered by PGW and admitted into evidence. I.D. at 2.

The record closed on September 30, 2025, when the ALJ received the transcript of the hearing. I.D. at 3.

¹ On December 31, 2025, the Secretary's Bureau served the Exceptions on the Parties of Record, stating that its review of the filing revealed that no Certificate of Service or other indication that the Parties of Record to the case were served with the Exceptions. Therefore, PGW was given until January 20, 2026, to file its Reply Exceptions.

In the Initial Decision issued on December 19, 2025, the ALJ denied the Complaint, finding that the Complainant failed to meet her burden of proving that there were incorrect charges on her account. I.D. at 1, 8-9, 10.

As noted, *supra*, Ms. Suarez filed Exceptions on December 30, 2025, and PGW filed Reply Exceptions on January 20, 2026.

II. Background

Prior to selling the property located at 1431 Devereaux Avenue, Philadelphia, Pennsylvania 19149 (the service address) on October 4, 2024, which Ms. Suarez owned for twenty-six years, PGW visited the service address on March 25, 2021, to conduct an Inside Leak Investigation. At that time, the meter was exchanged and replaced with a new meter. *See* I.D. at 3 (Finding of Fact (FOF) Nos. 3-6), 7; Tr. at 9-10, 25-26; PGW Exh. 1.

On October 11, 2024, a PGW technician visited the service address to verify the meter reading and perform a field inspection. During this field inspection, the PGW technician found that the red caps, an anti-theft device covering the screws that attach the ERT² to the meter, were missing. If the red caps are removed, then the screws can be accessed and the ERT can be disengaged from the meter. Upon disengagement of the ERT, the meter is no longer able to measure the consumption of gas through the meter. When the ERT is tampered with, the manual index and automatic index readings appear out of synch, which was the case with the Complainant's meter that was removed in October 2024. I.D. at 3-4 (FOF Nos. 7-12), 7-8; Tr. at 16, 17, 28-29, 35; PGW Exh. 3.

² The ERT is the electronic transmitter that transmits meter readings to the PGW meter reading vehicle. I.D. at 4, n.2.

PGW initiated an unbilled usage investigation upon discovering that the red caps had been removed. The PGW technician conducting the unbilled usage investigation, found a bypass and, subsequently, removed the meter from the residence and replaced it with a new meter. When reviewing the gas appliances at the service address, the PGW technician found a flex connector running to the jacket of the house heater. I.D. at 4 (FOF Nos. 13-16), 8; Tr. at 17-20; PGW Exh. 4.

PGW noted that, starting with the bill issued on May 22, 2021, there was a significant decrease in usage at the service address. Following the investigations, PGW calculated the unbilled usage between March 26, 2021, through October 4, 2024, resulting in a total amount of the bill for this time period of \$5,240.15. However, during this time period, the Complainant was only billed for \$2,261.30 for gas usage. Following a gas usage analysis for the service address based on historical usage from August 2017 to August 2020, PGW determined that the overall charges for the Complainant's final bill was \$2,978.85. I.D. at 5 (FOF Nos. 17-22), 8; Tr. at 32, 38-39, 41, 43; PGW Exhs. 6, 8, 9.

The Complainant disputed that she tampered with the meter at the service address. I.D. at 7.

III. Discussion

A. Legal Standards

1. Burden of Proof

As the proponent of a rule or order, the Complainant bears the burden of proof to establish that she is entitled to the relief being sought in this proceeding pursuant to Section 332(a) of the Public Utility Code (Code), 66 Pa.C.S. § 332(a). To establish a

sufficient case and satisfy the burden of proof, the Complainant must show that PGW is responsible or accountable for the problem described in the Complaint. *Patterson v. The Bell Telephone Company of Pennsylvania*, 72 Pa. P.U.C. 196 (1990). Such a showing must be by a preponderance of the evidence. *Samuel J. Lansberry, Inc. v. Pa. PUC*, 578 A.2d 600 (Pa. Cmwlth. 1990), *alloc. denied*, 602 A.2d 863 (Pa. 1992). That is, the Complainant's evidence must be more convincing, by even the smallest amount, than that presented by the Respondent. *Se-Ling Hosiery, Inc. v. Margulies*, 70 A.2d 854 (Pa. 1950). Additionally, this Commission's decision 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. *Norfolk & Western Ry. Co. v. Pa. PUC*, 413 A.2d 1037 (Pa. 1980).

Upon the presentation by a complainant of evidence sufficient to initially satisfy the burden of proof, the burden of going forward with the evidence, sometimes called the burden of persuasion, to rebut the evidence of the complainant shifts to the respondent. If the evidence presented by the respondent 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. *Burleson v. Pa. PUC*, 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. PUC*, 768 A.2d 1217 (Pa. Cmwlth. 2001).

B. Initial Decision

The ALJ made twenty-two (22) Findings of Fact and reached six (6) Conclusions of Law. I.D. at 3-5; 9-10. The Findings of Fact and Conclusions of Law are incorporated herein by reference and are adopted without comment unless they are either expressly or by necessary implication rejected or modified by this Opinion and Order.

In the Initial Decision, the ALJ denied the Complaint, finding that Ms. Suarez failed to meet her burden of proving that there were incorrect charges on her account. I.D. at 1, 8-9, 10. The ALJ explained that the Complainant's testimony consisted solely of her opinion that there was no tampering at the address, but personal opinions or perceptions do not constitute substantial evidence sufficient to permit her to sustain her burden of proof. *Id.* at 7 (citing *Kirby v. PPL Elec. Utils. Corp.*, Docket No. C-20066297 (Final Order entered November 16, 2006), citing, *Pa. Bureau of Corrs. v. City of Pittsburgh*, 532 A.2d 12 (Pa. 1987)).

On the other hand, the ALJ concluded that PGW presented credible testimony that there was evidence of tampering at the service address when its technician visited on October 11, 2024, which included the missing red caps and the ERT being disengaged from the meter. The ALJ found that the tampering caused the meter to not properly register gas usage, and this was reflected in the significant decrease in usage at the service address, even during the winter months. Furthermore, the ALJ determined that there was no contention that PGW improperly calculated the make-up bill that was rendered, related to the unbilled usage. I.D. at 8-9.

Finally, the ALJ found that PGW is entitled to render a make-up bill for previously unbilled usage at a property. I.D. at 7, 9 (citing 52 Pa. Code § 56.14).

C. Ms. Suarez's Exceptions

In her Exceptions,³ Ms. Suarez requests further review and decision on her Complaint. Ms. Suarez states that she is a sixty-one year-old woman incapable or worthy

³ We note that the format of the Exceptions does not strictly comply with Section 5.533(b) of our Regulations, which requires that each exception be numbered and identify the finding of fact and conclusion of law to which exception is taken and cite to the relevant pages of the Initial Decision. 52 Pa. Code § 5.533(b). Nevertheless,

of theft, and that her heart was broken when she read the Initial Decision and saw the word “thief.” Ms. Suarez further contends that she is not capable of tampering with a gas meter because, sometimes, she cannot properly use her cell phone and must get help from her children. Exc. at 1.

Ms. Suarez states that she understands that the gas bill with PGW for the service address was listed in her name. However, she avers that she was not the only person living at the service address and “was not aware of anything going on with the meter.” Furthermore, Ms. Suarez insists that all of the accusations are unfair because she is a God-fearing woman, dislikes lies or thieves, and that her honesty is her only justification. Finally, Ms. Suarez represents that she “does not have all that money to pay PGW.” Exc. at 1.

D. PGW’s Reply Exceptions

In reply to Ms. Suarez’s Exceptions, PGW argues that the Complainant, through her Exceptions, fails to identify any error in fact or law in the Initial Decision and, otherwise, reiterates the same claims that were previously raised by the Complainant in her Complaint and at the hearing. Furthermore, PGW contends that Ms. Suarez’s Exceptions neither demonstrate that the Initial Decision is unsupported by substantial evidence, nor do they address any evidence presented by PGW or reference anything in the record to challenge the ALJ’s finding that the Complainant failed to meet her burden of proof. R. Exc. at 2.

recognizing that the Complainant is appearing *pro se*, we will accept the Exceptions as filed, pursuant to Section 1.2(a) of our Regulations, and consider the merits.

E. Disposition

At the outset, we advise the Parties that any issue or argument that we do not specifically address shall be deemed to have been duly considered and denied without further discussion. The Commission is not required to consider, expressly or at length, each contention or argument raised by the parties. *Consl. Rail Corp. v. Pa. PUC*, 625 A.2d 741 (Pa. Cmwlt. 1993); *see also, generally, Univ. of Pa. v. Pa. PUC*, 485 A.2d 1217 (Pa. Cmwlt. 1984).⁴

Regarding Ms. Suarez's Exceptions, we find nothing in the Exceptions to persuade us to alter the ALJ's conclusion, based on her careful review and consideration of the evidence, that Ms. Suarez failed to meet her burden of proving that there were incorrect charges on her account. Although Ms. Suarez denied that she tampered with the meter at the service address, she simply restates the same claims in her Exceptions that she made in her Complaint and at the hearing. Moreover, we find that Ms. Suarez's Exceptions neither identify any legal or factual errors in the ALJ's Initial Decision, nor do they address any evidence that was presented in the instant matter.

Upon review of the record, we agree with the ALJ that PGW's testimony included credible evidence of meter tampering at the service address when PGW's technician discovered the missing red caps, which are used as an anti-theft device, covering the screws that attach the ERT to the meter, along with the ERT being disengaged from the meter, and the presence of a bypass. The evidence indicated that

⁴ *See also Metropolitan Edison Co. v. Pa. PUC*, 22 A.3d 353 (Pa. Cmwlt. 2011), *appeal denied*, 22 A.3d 353 (Pa. 2012) (citing *Wheeling & Lake Erie Railway Company v. Pa. PUC*, 778 A.2d 785, 794 (Pa. Cmwlt. 2001) for the proposition that the Commission is not required to expressly consider all of the arguments set forth by the parties in its Order).

this meter tampering caused the meter to not properly register gas usage, resulting in a significant decrease in usage at the service address. I.D. at 3-4, 8-9 (citations omitted).

Furthermore, the Complainant failed to provide any evidence or documents to support her claim or rebut the testimony provided by PGW that meter tampering occurred at the service address. Also, the evidence supports that Ms. Suarez owned the service address and benefitted from the gas usage during the period in question for the tampered meter. I.D. at 3. Consequently, the tampered meter at the service address yielded unauthorized use of public utility service⁵ by the Complainant. Accordingly, Ms. Suarez is responsible for the gas usage that the tampered meter was prevented from detecting at the service address. *See Francesca Carvalho v. Philadelphia Gas Works*, Docket No. C-2015-2475951 (Order entered January 27, 2017) (*Carvalho*) at 11.

In addition, we agree that PGW, upon discovering the tampered meter, acted appropriately by assessing payment to the Complainant for the unbilled usage between March 26, 2021, through October 4, 2024. *See Carvalho*; 52 Pa. Code § 56.98(a). This is also consistent with Supplement No. 21 to PGW’s Gas Service Tariff, First Revised Page No. 44, Pa. P.U.C No. 2 § 8.3, effective October 19, 2007 (Gas Tariff), which states, as follows:

In the event of the Company’s meters or other property being tampered or interfered with, the Customer being supplied through such equipment shall pay the amount which the Company may estimate is due for service used even if such usage is not registered on the Company’s meter, and for any repairs or replacements required, as well as for costs for

⁵ The Commission’s Regulations define “unauthorized use of utility service” as “[u]nreasonable interference or diversion of service, including meter tampering (any act which affects the proper registration of service through a meter), by-passing unmetered service that flows through a device connected between a service line and customer-owned facilities and unauthorized service restoral. 52 Pa. Code § 56.2.

inspections, investigations, damages and protective equipment and installations prior to reconnection.

Section 8.3 of PGW's Gas Tariff was in effect and approved by the Commission when PGW accessed the service address and discovered the tampered meter.⁶ The Complainant provided no record evidence that the tariff was applied unreasonably in the instant proceeding.

Finally, Ms. Suarez did not dispute that she was responsible for payment of gas usage at the service address from March 26, 2021, through October 4, 2024; however, she did dispute that she tampered with the meter. To that end, the Commission's Regulations provide, in relevant part:

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 the service be restore. **The 4-year limit does not apply in instances of fraud and theft.**

52 Pa. Code s 56.191(d) (emphasis added.). There is no dispute that Ms. Suarez lived at the service address during the time the unbilled usage accrued; that is, from March 26, 2021, through October 4, 2024. Accordingly, there is also no dispute that the Complainant was responsible for the gas service billed to the service address during that time period. The amount billed was estimated because the meter at the service address was tampered, which is in compliance with PGW's tariff. Consequently, the amount for unbilled usage for that time period, *i.e.* \$2,978.85, is owed for gas service rendered to the

⁶ 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. PUC*, 694 A.2d 1147 (Pa. Cmwlth. 1997); *Stiteler v. Bell Telephone Co. of Pa.*, 379 A.2d 339 (Pa. Cmwlth. 1977).

service address. 52 Pa. Code § 56.191(d). Moreover, the Complainant provided no record evidence that this amount is unreasonable.

For the reasons set forth, *supra*, we find that there is nothing in Ms. Suarez's Exceptions to persuade us to alter the ALJ's conclusion in the Initial Decision. Therefore, Ms. Suarez's Exceptions shall be denied.

IV. Conclusion

Based upon our review of the ALJ's Initial Decision, and the Exceptions and Replies thereto, we shall deny Ms. Suarez's Exceptions, adopt Administrative Law Judge Guhl's Initial Decision, and deny Ms. Suarez's Complaint, consistent with this Opinion and Order; **THEREFORE:**

IT IS ORDERED:

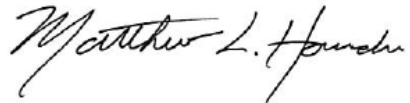
1. That the Exceptions of Consuelo Suarez, filed on December 30, 2025, to the Initial Decision of Administrative Law Judge Marta Guhl, issued on December 19, 2025, at Docket No. C-2025-3054512, are denied, consistent with this Opinion and Order.

2. That the Initial Decision of Administrative Law Judge Marta Guhl, issued on December 19, 2025, at Docket No. C-2025-3054512, is adopted, consistent with this Opinion and Order.

3. That the Formal Complaint of Consuelo Suarez, filed on April 3, 2025, at Docket No. C-2025-3054512, is denied, consistent with this Opinion and Order.

4. That this proceeding shall be marked closed.

BY THE COMMISSION

A handwritten signature in black ink, appearing to read "Matthew L. Homsher". The signature is written in a cursive style with a large initial "M".

Matthew L. Homsher
Secretary

(SEAL)

ORDER ADOPTED: February 19, 2026

ORDER ENTERED: February 19, 2026