

PENNSYLVANIA PUBLIC UTILITY COMMISSION
Harrisburg, Pennsylvania 17120

Lawrence Robinson

Public Meeting held March 12, 2026
3054744-OSA

v.

Docket No. C-2025-3054744

Philadelphia Gas Works

MOTION OF CHAIRMAN STEPHEN M. DeFRANK

Before us for consideration is the Initial Decision granting the Formal Complaint filed by Lawrence Robinson against Philadelphia Gas Works (PGW). Mr. Robinson alleged that when he contacted PGW on January 13, 2025 to establish service at a residence previously occupied by late father, PGW incorrectly charged him \$4,427.57 for service provided to the residence between the dates of July 10, 1997 through November 17, 2021.¹ The Initial Decision was issued on November 12, 2025, granting the Formal Complaint after finding that the \$4,427.57 balance that PGW billed Mr. Robinson accrued more than four years prior to the date that Mr. Robinson requested service. As noted in the Initial Decision, under the Commission's regulations, "[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."²

I agree with the ALJ that Mr. Robinson met his burden of proving that PGW incorrectly billed him. However, I find that the Initial Decision omitted an analysis of the critical facts of record in this case, which established that, (1) as a condition of providing service, PGW improperly attempted to create an obligation for the Complainant to pay his father's account balance alleged to be incurred from the period of July 10, 1997 through November 17, 2021; and (2) Mr. Robinson was not billed properly for the alleged account balance.

While I understand that PGW did not require Mr. Robinson to remit payment in full before providing him with service, the facts of this case demonstrate that PGW created confusion surrounding whether Mr. Robinson was obligated to assume the \$4,427.57 balance in order to obtain gas service.³ On one hand, the facts show that PGW began active gas service to the property directly after the Complainant paid a reconnection fee and small deposit that was calculated based entirely on the balance that accrued at the property within the last four years prior to the service request. Tr. at 31. Gas service was restored at the property on February 5, 2025, without the Complainant having to pay the \$4,427.57 balance. Tr. at 47. Thus, PGW did

¹ Mr. Robinson did not reside at the service address during this period.

² I.D. at 5, 7 (citing 52 Pa. Code § 56.35(a)).

³ See *Baylor v. Philadelphia Electric Company*, F-8532525 (Opinion and Order entered May 22, 1986) (the Complainant's impression that assumption of responsibility for accumulated arrearages on her mother's account was a pre-condition of service amounted to a violation of 52 Pa. Code § 56.35).

not actually condition the initiation of service in January 2025 upon payment of the disputed charges.

On the other hand, the record evidence shows that prior to the actual initiation of service, PGW did attempt to have the Complainant assume liability for the \$4,427.57 balance as a condition to initiate service. During the evidentiary hearing, PGW's Customer Review Officer, Ms. Bernard, testified that PGW would require Mr. Robinson to assume the balance of \$4,427.57 for his father's account because he was "linked to the property" and "he is also the owner of the property."⁴ Additionally, PGW's customer service logs indicate that PGW informed Mr. Robinson that the \$4,427.57 balance "has to be assumed in order for service to be placed in his name."⁵ Furthermore, PGW advised Mr. Robinson that after service was restored, he would need to make monthly payments of \$390 per month towards his father's balance, which would be transferred directly to his account.⁶ Thus, the evidence supports a conclusion that PGW attempted to have the Complainant assume liability for the disputed charges as a condition to initiating service, even though the Complainant was not required to do so under applicable law. In doing so, I do not believe PGW provided reasonable service.

Finally, I also note that PGW was unable to provide Mr. Robinson with a billing breakdown to substantiate the \$4,427.57 balance alleged because PGW can only provide such a breakdown as far back as five years.⁷ While the Commission has previously held a complainant responsible for balances accrued more than four years before the complainant applied for new service, even when the utility could not produce a bill breakdown,⁸ the facts of this case are distinguishable. In this case, PGW requested payment of the outstanding balances as a condition of establishing service to the Complainant. Most significantly, there is no evidence that PGW previously provided the Complainant with bills during the applicable period of service, as the Complainant was not the customer of record from July 10, 1997 through November 17, 2021, nor did he reside at the service residence during that period. Consequently, PGW is directed to recalculate the Complainant's outstanding balance due so that no amount from before November 2021 is included in the balance.

Therefore, the record supports a determination that PGW acted improperly in attempting to condition Mr. Robinson's gas service upon his payment of an outstanding residential account which accrued more than 4 years before he applied for service, and for which he was not billed properly.

⁴ Tr. at 42. Mr. Robinson testified that he and his sister became owners of the property on or around 2007, when his father was ill. Tr. at 11-12. However, Mr. Robinson testified the he did not reside at the service address until approximately December of 2025. Tr. at 18. PGW did not introduce any evidence to demonstrate that Mr. Robinson had been provided with any monthly billing statements during the period of July 10, 1997 through November 17, 2021.

⁵ PGW Exh. 3 at 6.

⁶ Tr. at 44, 50 (PGW Exh. 3 at 4,6).

⁷ PGW Exh. 3 at 7.

⁸ *Brown v. PECO Energy Company*, Docket No. C-2009-2097007 (Opinion and Order entered January 29, 2010).

THEREFORE, I MOVE THAT:

1. The Initial Decision of Administrative Law Judge Marta Guhl issued on November 12, 2025 is modified, consistent with this Motion.
2. The Formal Complaint filed by Lawrence Robinson against Philadelphia Gas Works is granted, consistent with this Motion.
3. The Office of Special Assistants draft an Opinion and Order consistent with this Motion.

March 12, 2026



Stephen M. DeFrank, Chairman