

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Paul Witengier	:	
	:	
v.	:	F-2025-3056500
	:	
Philadelphia Gas Works	:	

INITIAL DECISION

Before
Marta Guhl
Administrative Law Judge

INTRODUCTION

This Initial Decision denies the Complainant’s Formal Complaint because the Complainant has not met his burden of proving that Philadelphia Gas Works violated the Public Utility Code, Commission’s regulations or order when it terminated his utility service.

HISTORY OF THE PROCEEDING

On July 21, 2025, Paul Witengier (Complainant or Mr. Witengier) filed a Formal Complaint (Complaint) against Philadelphia Gas Works (PGW or Respondent or Company) with the Pennsylvania Public Utility Commission (Commission). In the Complaint, the Complainant contends that the utility is threatening to shut off or has already shut off his service. The Complainant contends that PGW failed to notify him that the Company was shutting off his utility service.

The Complaint is a timely appeal from the determination of the Commission's Bureau of Consumer Services (BCS), at BCS No. 4063800, which dismissed Complainant's informal complaint. A timely BCS appeal is subject to *de novo* review. 52 Pa. Code § 56.173(a).

On August 14, 2025¹, the Respondent filed an Answer denying the material allegations of the Complaint.

By Telephonic Hearing Notice dated August 19, 2025, an initial hearing was scheduled for October 9, 2025, at 10:00 a.m., and the matter was assigned to me.

Also on August 20, 2025, I issued a Prehearing Order which indicated procedural matters and hearing procedures.

The hearing proceeded as scheduled on October 9, 2025. The Complainant participated *pro se* and testified. He also presented the testimony of his son, Asa Khalid. The Respondent appeared and was represented by Tracy Tripp, Esquire, who presented the testimony of Wendy Vacca, a Senior Customer Review Officer. The Respondent offered four exhibits at the hearing, which were admitted into the record at the hearing. During the course of the hearing, it was determined that late-filed exhibits were needed. I requested that PGW serve copies on myself and the Complainant of the phone calls before the termination and the Post-Termination Notice. I indicated that the Complainant had until October 31, 2025, to file any objections to these late-filed exhibits.

On October 9, 2025, after the hearing, PGW submitted Late Filed Exhibits No. 6 and 7 via electronic mail. As of the date of this Decision, the Complainant has not

¹ The Formal Complaint was served on the Respondent by the Secretary's Bureau on July 25, 2025.

made any objection to the Late Filed Exhibits. The Late-Filed Exhibits are admitted into the record through this Initial Decision.

The record closed on December 19, 2025, when I received the copy of the hearing transcript.

FINDINGS OF FACT

1. The Complainant is Paul Witengier.
2. The Respondent is Philadelphia Gas Works.
3. The Complainant receives gas service at 1727 Brill Street, Philadelphia, Pennsylvania 19124 (Service Address). Tr. 14.
4. PGW sent a 10-day shut off notice to the Complainant via First-Class mail on April 24, 2025 to the Service Address of 1727 Brill Street. Tr. 35; PGW Exh. 3.
5. PGW made two phone calls to the Service Address on April 29, 2025 at 12:39 p.m., and on April 30, 2025 at 7:04 p.m. Tr. 39; PGW Late-Filed Exh. 6.
6. The phone calls are made by an automated system that does not leave any voicemail messages due to privacy concerns. Tr. 39-40.

7. The Complainant noticed that his gas service was off on May 14, 2025. Tr. 15; PGW Exh. 4.

8. On May 14, 2025, the Complainant's service was terminated at the curb box for nonpayment with an outstanding balance of \$347.71. Tr. 37; PGW Exh. 4.

9. On May 14, 2025, a Post-Termination Notice was left at the service address once the termination was completed. Tr. 40; PGW Late-Filed Exh. 7.

10. Terminations can be completed without the PGW technician going into the residence and instead can be done at the curb box which could be down the street from the residence. Tr. 37.

11. PGW received a payment from the Complainant on May 5, 2025, in the amount of \$120.00. Tr. 36; PGW Exh. 1.

12. The Complainant contacted PGW about his gas service on May 15, 2025. Tr. 15; PGW Exh. 4.

13. On May 15, 2025, PGW received a payment of \$139.46 from the Complainant. Tr. 36; PGW Exhs. 1, 2.

14. The Complainant's gas service was restored on May 16, 2025. Tr. 15; PGW Exh. 4.

DISCUSSION

The Public Utility Code (Code), 66 Pa.C.S. § 332(a), places the burden of proof upon the proponent of a rule or order. As the proponent of a rule or order,

Complainant has the burden of proof in this matter pursuant to Section 332 of the Code, 66 Pa.C.S. § 332(a).

To establish a sufficient case and satisfy the burden of proof, Complainant must show that the respondent public utility is responsible or accountable for the problem described in the Complaint. *Patterson v. Bell Tele. Co. of Pa.*, 72 Pa. P.U.C. 196 (1990), *Feinstein v. Phila. Suburban Water Co.*, 50 Pa. P.U.C. 300 (1976). Such a showing must be by a preponderance of the evidence. *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 578 A.2d 600, 602 (Pa. Cmwlth. 1990). That is, by presenting evidence more convincing, by even the smallest amount, than that presented by the other party. *Se-Ling Hosiery v. Margulies*, 70 A.2d 854 (Pa. 1950). Additionally, any finding of fact necessary to support the Commission's adjudication must be based upon substantial evidence. *Mill v. Pa. Pub. Util. Comm'n*, 447 A.2d 1100 (Pa. Cmwlth. 1982); *Edan Transp. Corp. v. Pa. Pub. Util. Comm'n*, 623 A.2d 6 (Pa. Cmwlth. 1993); 2 Pa.C.S. § 704. More is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. *Norfolk and Western Ry. v. Pa. Pub. Util. Comm'n*, 413 A.2d 1037 (Pa. 1980); *Erie Resistor Corp. v. Unempl. Comp. Bd. of Rev.*, 166 A.2d 96 (Pa. Super. 1960); *Murphy v. Pa. Dep't of Pub. Welfare, White Haven Center*, 480 A.2d 382 (Pa. Cmwlth. 1984).

Upon the presentation by the 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. If the evidence presented by the Respondent is of co-equal weight, the Complainant has not satisfied her burden of proof. The Complainant would be required to provide additional evidence to rebut the evidence of the Respondent. *Burleson v. Pa. Pub. Util. Comm'n*, 443 A.2d 1373 (Pa. Cmwlth. 1982).

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. Pub. Util. Comm'n*, 768 A.2d 1217 (Pa. Cmwlth. 2001).

Termination of Service

The Complainant contends that PGW improperly terminated his gas service at the Service Address. First, he asserts that PGW did not provide proper notice of the termination of service. Second, the Complainant argues that his service should not have been terminated because he sent his payment to the Company before the service was terminated. Lastly, the Complainant argues that the Company should not have applied a reconnection fee to his account.

Prior to terminating service, a public utility shall provide written notice of the termination to the customer at least 10 days prior to the date of the proposed termination. The termination notice shall remain effective for 60 days. 52 Pa. Code § 56.91.

Further, a public utility may not interrupt, discontinue or terminate service without attempting to contact the customer or responsible adult occupant, either in person, by telephone or electronically with the customer's consent, to provide notice of the proposed termination at least 3 days prior to the scheduled termination. Under the Commission's regulations, phone contact shall be deemed complete upon attempted calls on 2 separate days to the residence between the hours of 8 a.m. and 9 p.m. if the calls were made at various times each day, with the various times of the day being daytime before 5 p.m. and evening after 5 p.m. and at least 2 hours apart. Calls made to contact telephone numbers provided by the customer shall be deemed to be calls to the residence. 52 Pa. Code § 56.93(a)(1).

Lastly, when service is actually terminated, notice shall be conspicuously posted or delivered to a responsible adult person or occupant at the residence of the customer and at the affected premises. 52 Pa. Code § 56.96.

PGW's witness, Wendy Vacca, stated that PGW sent a 10-day shut off notice to the Complainant via First-Class mail on April 24, 2025. Tr. 35; PGW Exh. 3. PGW sent the 10-day shut off notice to the Service Address of 1727 Brill Street. Tr. 35; PGW Exh. 3. She also testified that PGW made two phone calls to the Service Address on April 29, 2025 at 12:39 p.m., and on April 30, 2025 at 7:04 p.m. Tr. 39; PGW Late-Filed Exh. 6. She indicated that the phone calls are made by an automated system that does not leave any voicemail messages due to privacy concerns. Tr. 39-40. She also noted that PGW records indicate that there was a PGW technician at the Service Address on May 14, 2025, to shut off the gas service and PGW provided a copy of the Post Termination Notice which was left at the Service Address on May 14, 2025, after the termination was completed.

Ms. Vacca also testified that terminations can be completed without the PGW technician going into the residence and instead done at the curb box which can be down the street from the residence. Tr. 37. She stated that the Complainant's service was terminated on May 14, 2025 for nonpayment at the curb box with an outstanding balance of \$347.71. Tr. 37; PGW Exh. 4.

Based on the evidence presented, it is clear that PGW followed the Commission's regulations in regard to the notice of termination of service. The Company sent the 10-day shut off notice via First Class mail which was not returned as undeliverable. Further, they made two calls to the Service Address on April 29 and April 30, 2025, to meet the personal contact requirements of the regulations. While the Complainant disputed that he received a post termination notice, it is the Company's policy to provide post termination notice leaving it at the front door or in a mailbox.

PGW records indicate that there was a PGW technician at the Service Address on May 14, 2025, to shut off the gas service and PGW provided a copy of the Post Termination Notice which was left at the Service Address on May 14, 2025, after the termination was completed.

The Complainant contends he sent in payments to PGW which should have stopped the termination of his service. PGW received a payment from the Complainant on May 5, 2025, in the amount of \$120.00. Tr. 36; PGW Exh. 1. On May 15, 2025, PGW received a payment of \$139.46 from the Complainant. Tr. 36; PGW Exh. 1, 2. The Complainant's service was terminated on May 14, 2025 for nonpayment with an outstanding balance of \$347.71. Tr. 37; PGW Exh. 4. Even considering the payments that the Complainant made towards his account, he did not make payments to fully resolve the outstanding balance on his account. As such, the Company did not violate the Public Utility Code, Commission regulations or Commission order by terminating the Complainant's gas service.

The Complainant also argues that the Company should not be allowed to charge a reconnection fee. However, a public utility is permitted to charge a reconnection fee in accordance with 52 Pa. Code § 56.191².

Based on the above, the Complainant has not established that PGW violated the Public Utility Code, the Commission's regulations or Commission order when it terminated his gas service on May 14, 2025. The Complainant did not present any evidence that he has issues with his mail delivery. Instead, PGW presented credible evidence that it sent a 10-day shut off notice and then followed up with two phone calls

² *Fee.* A public utility may require a reconnection fee based upon the public utility's cost as approved by the Commission prior to reconnection of service following lawful termination of the service. The amount of this fee must be specified in the public utility's tariff on file with the Commission.

to meet the personal contact requirements of the Commission's regulations. Further, the Complainant's payments to the Company were not enough to stop the termination of service because they did not cover the full outstanding balance. Lastly, the Company is allowed to apply a reconnection fee to the Complainant's account. Therefore, the Complainant has not established his burden of proving that PGW violated the Public Utility Code, Commission regulations or Commission order with respect to the termination of gas service on May 14, 2025.

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the parties to and subject matter of this proceeding. 66 Pa.C.S. § 701.
2. Pursuant to 66 Pa.C.S. § 332(a), the burden of proof in this proceeding is upon the Complainant. 66 Pa.C.S. § 332(a).
3. Any finding of fact necessary to support the Commission's adjudication must be based upon substantial evidence. *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); 2 Pa.C.S. § 704.
4. Prior to terminating service, a public utility shall provide written notice of the termination to the customer at least 10 days prior to the date of the proposed termination. The termination notice shall remain effective for 60 days. 52 Pa. Code § 56.91.
5. A public utility may not interrupt, discontinue or terminate service without attempting to contact the customer or responsible adult occupant, either in person, by telephone or electronically with the customer's consent, to provide notice of

the proposed termination at least 3 days prior to the scheduled termination. 52 Pa. Code § 56.93(a).

6. Under the Commission's regulations, phone contact shall be deemed complete upon attempted calls on 2 separate days to the residence between the hours of 8 a.m. and 9 p.m. if the calls were made at various times each day, with the various times of the day being daytime before 5 p.m. and evening after 5 p.m. and at least 2 hours apart. Calls made to contact telephone numbers provided by the customer shall be deemed to be calls to the residence. 52 Pa. Code § 56.93(a)(1).

7. When service is actually terminated, notice shall be conspicuously posted or delivered to a responsible adult person or occupant at the residence of the customer and at the affected premises. 52 Pa. Code § 56.96.

8. A public utility is permitted to charge a reconnection fee in accordance with 52 Pa. Code § 56.191.

9. The Complainant failed to sustain his burden of demonstrating that PGW violated the Public Utility Code, Commission regulations or Commission order with respect to the termination of gas service at his residence on May 14, 2025. 66 Pa.C.S. § 332(a).

ORDER

THEREFORE,

IT IS ORDERED:

1. That the Philadelphia Gas Works' Late Filed Exhibits No. 6 and No. 7 are admitted into the record.
2. That the Complaint of Paul Witengier against the Philadelphia Gas Works at *Paul Witengier v. Philadelphia Gas Works* at Docket No. F-2025-3056500 is denied.
3. That Docket No. F-2025-3056500 be marked closed.

Date: March 23, 2026

_____/s/
Marta Guhl
Administrative Law Judge