

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Jerome Randolph	:	
	:	
v.	:	F-2025-3057230
	:	
Philadelphia Gas Works	:	

**INITIAL DECISION**

Before  
Alphonso Arnold III  
Administrative Law Judge

**INTRODUCTION**

This Initial Decision sustains the Formal Complaint filed by an applicant for gas service against the gas utility. The applicant met his burden of proving that the utility erred in requiring, as a condition of furnishing residential service to the applicant, payment for residential service previously furnished under an account in the name of a person other than the applicant.

**HISTORY OF PROCEEDING**

On August 26, 2025, Jerome Randolph (“Mr. Randolph”) filed a Formal Complaint (“Complaint”) against Philadelphia Gas Works (“PGW”) with the Pennsylvania Public Utility Commission (“Commission”), alleging that PGW is threatening to terminate his service, that there were incorrect charges on his bill, and requesting a payment arrangement. Mr. Randolph explained that he is the owner of the

property at 2510 Diamond Street, Philadelphia, Pennsylvania 19121 (“2510 W. Diamond Street”) and argued that he did not reside at or occupy 2510 W. Diamond Street from March 23, 2016, to January 8, 2025, due to being incarcerated during that period. Therefore, Mr. Randolph argued that he should not be held liable for the charges accrued for gas service provided to 2510 W. Diamond Street during the period of his incarceration.<sup>1</sup> The Complaint was served on PGW on September 4, 2025.

On September 24, 2025, PGW filed an Answer to the Complaint. PGW asserted that the previous customer established service at 2510 W. Diamond Street from July 9, 2018, through April 26, 2024, and that this customer was a family member of Mr. Randolph’s. As the owner of a family property, PGW asserted that Mr. Randolph must assume the prior customer’s balance in order to restore service at 2510 W. Diamond Street.

On October 1, 2025, the Commission issued an Initial Telephonic Hearing Notice scheduling an evidentiary hearing in this matter for December 1, 2025, and assigning this matter to me as Presiding Officer.

On October 3, 2025, the Commission issued my Prehearing Order which explained the procedural rules that would govern the hearing.

On December 1, 2025, the evidentiary hearing was held as scheduled. Mr. Randolph testified in support of his Complaint and sponsored three exhibits (Complainant Exhibits B-D) that were admitted into the record. Attorney Tracy Tripp represented PGW and presented the testimony of Jessica Antionetti, a senior customer review officer employed by PGW. Tr. 25-26. Ms. Antionetti sponsored one exhibit

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<sup>1</sup> This Complaint is a timely appeal of the informal decision issued by the Commission’s Bureau of Consumer Services at BCS Case No. 4082166. A timely BCS appeal is subject to *de novo* review. 52 Pa. Code § 56.173(a).

(PGW Exhibit 1) that was admitted into the record. During the hearing, I asked Mr. Randolph to provide documentation concerning the gross monthly income of the other two adults living at 2510 W. Diamond Street following the hearing, so that I could appropriately address Mr. Randolph's request for a payment arrangement. Tr. 60. Therefore, the evidentiary hearing record was not closed at the conclusion of the evidentiary hearing.

On December 1, 2025, following the hearing, Mr. Randolph provided the requested documentation concerning the gross monthly income of the other two adults living at 2510 W. Diamond Street. I forwarded the documentation to PGW, and informed PGW that it had until December 9, 2025 to object to the admission of the late-filed exhibits into the record. PGW did not object to the admission of the exhibits.

On December 24, 2025, the Commission received the 71 (seventy-one) page electronic transcript of the evidentiary hearing.

On January 12, 2026, the Commission issued my Order Closing the Record, wherein I admitted Mr. Randolph's late-filed exhibits (Complainant Late-Filed Exhibits A-E), into the record. The Order also closed the evidentiary record on this date.

This matter is ready for disposition. For the reasons discussed below, the Complaint will be sustained.

#### FINDINGS OF FACT

1. Complainant is Jerome Randolph.
2. Respondent is Philadelphia Gas Works.

3. Mr. Randolph has owned the property at 2510 W. Diamond Street since January 8, 2010. Tr. 14, 54.

4. Gas service at 2510 W. Diamond Street was in Mr. Randolph's name from July 19, 2010, to November 9, 2010. Tr. 35.

5. Gas service at 2510 W. Diamond Street was in the name of Rhasheda Hamilton from July 9, 2018, to April 25, 2024. Tr. 37-38; PGW Exhibit 1.

6. On May 18, 2023, gas service was terminated at 2510 W. Diamond Street at the curb. Tr. 32.

7. Gas usage was still being recorded at 2510 W. Diamond Street after May 18, 2023. Tr. 32.

8. On April 26, 2024, gas service was abandoned at the main. Tr. 32.

9. Mr. Randolph was incarcerated from March 23, 2016, to January 8, 2025. Tr. 6; Complainant Exhibits C and D.

10. On August 7, 2025, PGW sent Mr. Randolph a Credit Denial Letter. Complainant Exhibit B.

11. The August 7, 2025, Credit Denial Letter informed Mr. Randolph that PGW was unable to provide him with gas service at 2510 W. Diamond Street because he owed PGW a total balance of \$18,537.50. Complainant Exhibit B.

12. The August 7, 2025, Credit Denial Letter indicated that \$18,537.50 represents the charges for gas service provided to 2510 W. Diamond Street from July 9, 2018, to May 18, 2023, under the name of Rhasheda Hamilton. Complainant Exhibit B.

13. Ms. Hamilton is Mr. Randolph's wife. Tr. 19.

14. The outstanding balance at 2510 W. Diamond Street is \$18,537.50. Tr. 26.

15. The outstanding balance of \$18,537.50 at 2510 W. Diamond Street accrued during the time frame Ms. Hamilton had gas service at the address. Tr. 43-44.

16. PGW is now seeking \$14,807.16 to place gas service at 2510 W. Diamond Street in Mr. Randolph's name. Tr. 26.

17. The amount of \$14,807.16 that PGW is seeking to place gas service in Mr. Randolph's name at 2510 W. Diamond Street represents gas service accrued at the address in Ms. Hamilton's name since November 24, 2021. Tr. 26-27.

18. Three adults and two children live at 2510 W. Diamond Street. Tr. 57.

19. The adults that live at 2510 W. Diamond Street are Mr. Randolph, Ashanti N. Rhodes, and Shawn M. Rhodes. Complainant Late-Filed Exhibits A-D.

20. Mr. Randolph's gross monthly income is \$5,600.<sup>2</sup> Tr. 59, 68-69.

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<sup>2</sup> Mr. Randolph testified that his gross income per week is \$1,400 if he works overtime and \$1,000 if he does not. Tr. 59. When asked how often he worked overtime,

21. The gross monthly income of Ms. Rhodes is \$3,195.<sup>3</sup> Complainant Late-Filed Exhibits A-C.

22. The gross monthly income of Mr. Rhodes is \$171.23 in veteran assistance benefits. Complainant Late-Filed Exhibit D.

23. Mr. Randolph has a gross monthly household income of \$8,966.23.<sup>4</sup>

24. Out of the outstanding balance on the account at 2510 W. Diamond Street, \$2,458.53 consists of customer assistance program arrears. Tr. 31.

## DISCUSSION

### *Legal Standards*

As a matter of law, to establish a legally sufficient claim, a 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). The offense must also be a violation of the Public Utility Code (“Code”), a Commission regulation or order or a violation of a Commission-approved tariff. 66 Pa.C.S. § 701.

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Mr. Randolph testified that overtime is always offered at his job and that he always takes it. Tr. 68-89.  $\$1,400 * 4 = \$5,600$ .

<sup>3</sup> Complainant Late-Filed Exhibits A, B, and C are copies of three weekly paychecks of Ms. Rhodes, which provides weekly gross earnings amounts of \$802.50, \$802.50, and \$791.25. The average of these three gross earnings amounts is \$798.75.  $\$798.75 * 4 = \$3,195$ .

<sup>4</sup>  $\$5,600 + \$3,195 + \$171.23 = \$8,966.23$ .

Section 332(a) of the Code provides that a complainant, as the party seeking affirmative relief from the Commission, 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).

Additionally, this Commission's decision must be supported by substantial evidence in the record. 2 Pa.C.S. § 704. "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. *Norfolk & W. Ry. Co. v. Pa. Pub. Util. Comm'n*, 413 A.2d 1037 (Pa. 1980); *Murphy v. Pa. Dep't of Pub. Welfare, White Haven Ctr.*, 480 A.2d 382 (Pa. Cmwlth. 1984).

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 complainant's evidence, the burden of going forward with the evidence shifts back to complainant, who must rebut the utility's evidence with some additional 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. *Milkie v. Pa. Pub. Util. Comm'n*, 768 A.2d 1217 (Pa. Cmwlth. 2001) ("*Milkie*")

This matter concerns Mr. Randolph's, as an applicant for utility service, liability for residential service furnished to Ms. Hamilton at 2510 W. Diamond Street. The Commission's regulations define the term "applicant" as "[a] natural person at least 18 years of age not currently receiving service who applies for residential service provided by a public utility or any adult occupant whose name appears on the mortgage,

deed or lease of the property for which the residential public utility service is requested.”  
52 Pa. Code § 56.2.

The Commission’s regulations state the following concerning payment of outstanding balances.

**§ 56.35. Payment of outstanding balance.**

(b) A public utility may not require, as a condition of the furnishing of residential service, payment for residential service previously furnished under an account in the name of a person other than the applicant, except as provided for in paragraphs (1) and (2).

(1) A public utility may require the payment of an outstanding balance or portion of an outstanding balance if the applicant resided at the property for which service is requested during the time the outstanding balance accrued and for the time the applicant resided there, not exceeding 4 years from the date of the service request. The 4-year limit does not apply if the balance includes amounts that the public utility was not aware of because of fraud or theft on the part of the applicant.

(2) A public utility may establish that an applicant previously resided at a property for which residential service is requested through the use of mortgage, deed or lease information, a commercially available consumer credit reporting service or other methods approved as valid by the Commission. Public utilities shall include in their tariffs filed with the Commission the methods, other than those specifically mentioned in this paragraph, used to determine the applicant’s liability for any outstanding balance.

(3) Any outstanding residential account with the public utility may be amortized in accordance with § 56.191 (relating to payment and timing).

52 Pa. Code § 56.35(b).

## *Analysis*

### *Outstanding balance*

In this matter, Mr. Randolph argued that he should not be liable for payment of an outstanding account balance accrued at 2510 W. Diamond Street as a condition of having service placed in his name at the address. Tr. 6-24. Mr. Randolph owned the property at 2510 W. Diamond Street since January 8, 2010. Tr. 14. On August 7, 2025, PGW sent Mr. Randolph a Credit Denial Letter, explaining to Mr. Randolph that it was unable to provide him with gas service at 2510 W. Diamond Street because he owed PGW a total balance of \$18,537.50. Complainant Exhibit B. The Credit Denial Letter explained that the \$18,537.50 balance represents the charges for gas service provided to 2510 W. Diamond Street from July 9, 2018, to May 18, 2023, under the name of Rhasheda Hamilton. *Id.* Ms. Hamilton is Mr. Randolph's wife. Tr. 19. PGW witness Antionetti testified that Service at 2510 W. Diamond Street was in the name of Ms. Hamilton from July 9, 2018, to April 25, 2024. Tr. 37-38; PGW Exhibit 1.

Although the total account balance at 2510 W. Diamond Street is \$18,537.50, Ms. Antionetti explained that PGW is seeking payment of \$14,807.16 to place gas service in Mr. Randolph's name at the address. Tr. 26-27. The \$14,807.16 balance represents the portion of the balance accrued at 2510 W. Diamond Street under the name of Ms. Hamilton since November 24, 2021. *Id.*

Mr. Randolph argued that he should not be responsible for payment of the residential gas service furnished under Ms. Hamilton's name because he was incarcerated during the period that the balance accrued. Tr. 6-24. Admitted into the record as Complainant Exhibits C and D are the Furlough Application and the Public Information Inmate Data of Jerome Randolph as of August 2, 2020, respectively, which were

sponsored by Mr. Randolph to show that he was incarcerated from March 23, 2016, to January 8, 2025. Tr. 6; Complainant Exhibits C and D.

After reviewing the evidentiary record, I find that Mr. Randolph has met his burden of proof in this proceeding.

In this matter, PGW is requiring payment from Mr. Randolph for residential gas service furnished to Ms. Hamilton at 2510 W. Diamond Street before PGW furnishes gas service to Mr. Randolph at the address. Pursuant to the Commission's regulations, PGW is only permitted to hold Mr. Randolph responsible, as an applicant for gas service at 2510 W. Diamond Street, for payment of the outstanding balance that accumulated while he resided at the address. The record evidence demonstrates that Mr. Randolph was incarcerated from March 23, 2016, to January 8, 2025. PGW is holding Mr. Randolph responsible for the outstanding balance accrued at 2510 W. Diamond Street under Ms. Hamilton's name from November 24, 2021<sup>5</sup>, to the date Ms. Hamilton's service was terminated at the address on May 18, 2023.<sup>6</sup> As Mr. Randolph was incarcerated during the time period that the outstanding balance accrued at 2510 W. Diamond Street, I find that Mr. Randolph established a *prima facie* case that he did not reside at the address during the relevant period. As Mr. Randolph established a *prima facie* case, the burden of going forward with the evidence shifted to PGW to rebut the evidence of Mr. Randolph. *Milkie*.

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<sup>5</sup> November 24, 2021, is four years prior to the evidentiary hearing that was held in this matter. As cited, applicants can only be held liable for payment of outstanding balances that accrued within the past 4 years for which the applicant is legally responsible. 52 Pa. Code § 56.35(a).

<sup>6</sup> Based on review of the statement of account, PGW is not attempting to hold Mr. Randolph liable for any gas service provided to 2510 W. Diamond Street past May 18, 2023. PGW Exhibit 1.

For PGW's part, it was established that Mr. Randolph owned the property at 2510 W. Diamond Street since January 8, 2010. Section 56.35(b)(2) of the Commission's regulations state that a public utility may establish that an applicant previously resided at a property for which residential service is requested through the use of, amongst other things, mortgage, deed or lease information. 52 Pa. Code § 56.35(b)(2). Evidence that Mr. Randolph owns the property at 2510 W. Diamond Street is not sufficient to rebut the evidence that Mr. Randolph presented that demonstrates that he was incarcerated during the period the outstanding balance accrued at the address. Therefore, since the record demonstrates that Mr. Randolph did not reside at 2510 W. Diamond Street when the outstanding balance accrued, pursuant to the Commission's regulations, PGW cannot hold Mr. Randolph responsible for the outstanding balance accrued under Ms. Hamilton's name.

#### *Payment arrangement*

Mr. Randolph also requested a Commission-issued payment arrangement in this matter. The record evidence contains information with respect to Mr. Randolph's gross monthly household income. However, as discussed above, this Initial Decision finds that Mr. Randolph is not liable for the outstanding balance accrued at 2510 W. Diamond Street under Ms. Hamilton's name. As a result, Mr. Randolph does not owe an outstanding balance to have gas service placed in his name at 2510 W. Diamond Street for which a payment arrangement would be necessary.

#### *Conclusion*

In conclusion, I find that Mr. Randolph has met his burden of proof in this proceeding, and that Mr. Randolph is not liable for the outstanding balance accrued under Ms. Hamilton's name at 2510 W. Diamond Street. Accordingly, Mr. Randolph's Complaint will be sustained in the Ordering paragraphs below.

## 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 proponent of a rule or order, Complainant has the burden of proof in this matter. 66 Pa.C.S. § 332(a).
3. To establish a sufficient case and satisfy the burden of proof, the Complainant must show that Respondent is responsible or accountable for the problem described in the Complaint by a preponderance of the evidence. *Patterson v. Bell Tel. Co. of Pa.*, 72 Pa.P.U.C. 196 (1990); *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 578 A.2d 600 (Pa. Cmwlth. 1990).
4. The offense must also be a violation of the Public Utility Code, a Commission regulation or order or a Commission-approved tariff. 66 Pa.C.S. § 701.
5. A preponderance of the evidence is 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).
6. 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 complainant's evidence, the burden of going forward with the evidence shifts back to complainant, who must rebut the utility's evidence with some additional 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. *Milkie v. Pa. Pub. Util. Comm'n*, 768 A.2d 1217 (Pa. Cmwlth. 2001); *Burleson v. Pa. Pub. Util. Comm'n*, 443 A.2d 1373 (Pa. Cmwlth. 1982).

7. Any finding of fact necessary to support the Commission's adjudication must be based upon substantial evidence. 2 Pa.C.S. § 704.

8. A public utility may not require, as a condition of the furnishing of residential service, payment for residential service previously furnished under an account in the name of a person other than the applicant, except as provided for in paragraphs (1) and (2) of 52 Pa. Code § 56.35(b). 52 Pa. Code § 56.35(b).

9. A public utility may require the payment of an outstanding balance or portion of an outstanding balance if the applicant resided at the property for which service is requested during the time the outstanding balance accrued and for the time the applicant resided there, not exceeding 4 years from the date of the service request. 52 Pa. Code § 56.35(b)(1).

10. A public utility may establish that an applicant previously resided at a property for which residential service is requested through the use of mortgage, deed or lease information, a commercially available consumer credit reporting service or other methods approved as valid by the Commission. Public utilities shall include in their tariffs filed with the Commission the methods, other than those specifically mentioned in this paragraph, used to determine the applicant's liability for any outstanding balance. 52 Pa. Code § 56.35(b)(2).

11. Mr. Randolph met his burden of proving that he should not be held liable for a portion of the outstanding balance accrued at 2510 W. Diamond Street. 66 Pa.C.S. § 332(a).

