

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

Public Meeting held March 12, 2026

Commissioners Present:

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

Lawrence Robinson

C-2025-3054744

v.

Philadelphia Gas Works

OPINION AND ORDER

BY THE COMMISSION:

Before the Pennsylvania Public Utility Commission (Commission) for consideration and disposition are the Exceptions of Philadelphia Gas Works (PGW, Company, or Respondent) filed December 3, 2025, to the Initial Decision (I.D.) of Administrative Law Judge (ALJ) Marta Guhl, issued November 12, 2025, in the above-captioned proceeding. No Replies to Exceptions have been received.

In the Initial Decision, ALJ Guhl granted the Formal Complaint (Complaint) of Lawrence Robinson (Dr. Robinson or Complainant), in which he disputed

charges assessed by PGW for service to a Service Address, which charges were accrued more than four years prior to the request for service. On consideration of the Initial Decision and the Exceptions, the Exceptions shall be denied, consistent with the discussion in this Opinion and Order. Accordingly, the Complaint shall be sustained and the Initial Decision adopted.

I. History of the Proceeding

On April 23, 2025, Dr. Robinson filed his Complaint against PGW.¹ The Complaint alleged that there were incorrect charges on his bills. The Complainant also indicated that the utility was threatening to shut off, or had already shut off, his service. For relief, the Complainant identified the following, which he requested from the Commission:

[The Commission] should order that PGW cannot hold Lawrence Robinson liable for a bill almost 10 years old in the name of another customer in the amount of 4,427.57. According to [Commission] investigator[,] minimal usage could be explained by normal leakage, charges appear to be mostly customer charge, interest and penalties. Additionally PGW violated PA code by not mitigating damages waiting almost 10 years to abandon service according to [Commission] investigator. PA law has the statute of limitations which applies to utilities.

Complaint ¶ 5.

On May 14, 2025, PGW filed an Answer denying the material allegations of the Complaint.

¹ The Complaint is an appeal of an informal decision of the Commission's Bureau of Consumer Services (BCS) at BCS Case No. 4038831, issued on February 10, 2025.

On May 19, 2025, an Initial Telephonic Hearing Notice was issued, and the matter was set for an initial hearing on July 17, 2025, at 10:00 a.m. The case was assigned to ALJ Guhl as presiding officer.

On May 20, 2025, ALJ Guhl issued a Prehearing Order addressing procedural matters and hearing procedures. The hearing convened, as scheduled, on July 17, 2025. Dr. Robinson participated *pro se* and testified. The Respondent appeared and was represented by Tracy Tripp, Esquire. Attorney Tripp presented the testimony of Ms. Patricia Bernard, a Customer Review Officer, and offered five exhibits, all of which were entered into the record. PGW's Exhibits (Exh.) were the following: Exh. #1 - Statement of Account; Exh. #2 - Account from Previous Owner; Exh. #3 - Customer Contacts; Exh. #4 - Philadelphia Property Information; Exh. #5 - Documents Related to BCS (Informal Complaint and investigation).

The hearing generated a sixty-four-page transcript. The record closed on August 15, 2025, when a copy of the hearing transcript (Tr.) was received.

The Initial Decision of ALJ Guhl was issued November 12, 2025, wherein she recommended granting the Complaint. The Exceptions of PGW, as noted, were filed December 3, 2025. No Replies to Exceptions have been filed.

II. Discussion

A. Legal Standards

1. Burden of Proof

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,

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

To establish a sufficient case and satisfy the burden of proof, the Complainant must show that the respondent public utility, in this matter, PGW, is responsible or accountable for the problem described in the Complaint. *Patterson v. Bell Tel. 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 an evidentiary standard referred to as “preponderance of the evidence.” *Samuel J. Lansberry, Inc. v. Pa. PUC*, 578 A.2d 600, 602 (Pa. Cmwlth. 1990). That is, the Complainant must present 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).

The “burden of proof” is composed of two distinct burdens: the burden of production and the burden of persuasion. *See Scott and Linda Moore v. NFG*, Docket No. C-2014-2458555 (Initial Decision issued July 14, 2015; Final Order entered August 25, 2015) (*Moore*) (citing *Hurley v. Hurley*, 754 A.2d 1283 (Pa. Super. 2000) (*Hurley v. Hurley*)).

The burden of production, also called the burden of producing evidence or the burden of coming forward with evidence, determines which party must come forward with evidence to support a particular proposition. This burden may shift between the parties during the course of a trial.

The burden of persuasion, usually placed on the complainant, applicant, or petitioner, determines which party must produce sufficient evidence to meet the applicable standard of proof. *Hurley v. Hurley*. It is entirely possible for a party to successfully bear the burden of production but not be entitled to a verdict in his favor because the party did not bear the burden of persuasion. *Id.*

Unlike the burden of production, the burden of persuasion includes determinations of credibility and acceptance or rejection of inferences. Even un rebutted evidence may be disbelieved. *Suber v. Pa. Comm'n on Crime and Delinquency*, 885 A.2d 678 (Pa. Cmwlth. 2005), *appeal denied*, 895 A.2d 1264 (Pa. 2006).

To meet the burden of proof and be entitled to a decision in his favor, a party must bear both the burden of production and the burden of persuasion.

Additionally, any finding of fact necessary to support the Commission's adjudication must be based upon substantial evidence. *Mill v. Pa. PUC*, 447 A.2d 1100 (Pa. Cmwlth. 1982); *Edan Transp. Corp. v. Pa. PUC*, 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 & W. Ry. Co. v. Pa. PUC*, 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 Ctr.*, 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 his burden of proof. The Complainant would be required to provide additional evidence to rebut the evidence of the Respondent. *Burleson v. Pa. PUC*, 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. PUC*, 768 A.2d 1217 (Pa. Cmwlth. 2001).

2. Reasonable Service

Pursuant to Section 1501 of the Code, all public utilities have a duty to maintain “adequate, efficient, safe, and reasonable service² and facilities” and to make repairs, changes, and improvements that are necessary or proper for the accommodation, convenience, and safety of its patrons, employees, and the public. *See* 66 Pa.C.S. § 1501. Section 1501 of the Code provides, in pertinent part, as follows:

Every public utility shall furnish and maintain adequate, efficient, safe, and reasonable service and facilities, and shall make all such repairs, changes, alterations, substitutions, extensions, and improvements in or to such service and facilities as shall be necessary or proper for the accommodation, convenience, and safety of its patrons, employees, and the public . . . Such service and facilities shall be in conformity with the regulations and orders of the commission.

66 Pa.C.S. § 1501.

A utility’s “service” goes beyond distribution of utility service, as it also includes “any and all acts” related to that function. *West Penn Power Co. v. Pa. PUC*, 578 A.2d 75 (Pa. Cmwlth. 1990). The Code’s broad definition of service extends beyond the delivery of the public utility itself and also includes accurate and full communication to customers. *See, e.g., AT & T Communications of Pa. v. Pa. PUC*, 568 A.2d 1362

² The term “service” is defined broadly under Section 102 of the Code to include any and all acts done or rendered or performed and any and all things furnished or supplied and any and all facilities, used, furnished or supplied by public utilities. *See* 66 Pa.C.S. § 102. The statutory definition of “service” is also to be broadly construed by the Commission and the courts. *Country Place Waste Treatment Co., Inc. v. Pa. PUC*, 654 A.2d 72 (Pa. Cmwlth. 1995).

(Pa. Cmwlth. 1990) (*AT & T Communications of Pa.*) (inaccurately quoting rates by customer service representatives is unjust and unreasonable); *Feingold v. Bell of Pennsylvania*, 383 A.2d 791 (Pa. 1977) (providing directory listings is a service); *Morrow v. Bell Telephone Co. of Pa.*, 479 A.2d 548 (Pa. Super. 1984) (assisting in customer deposit practices is a service); *Elkin v. Bell Telephone Co.*, 372 A.2d 1203 (Pa. Super. 1977), *aff'd*, 420 A.2d 371 (Pa. 1980) (rendering adequate directory assistance is a service); *see also Pa. PUC v. PPL Electric Utilities Corp*, Docket No. M-2023-3038060 (Order entered May 16, 2024) (settlement of claims related to inadequate customer service practices).

The Commission expects all regulated utilities to provide quality customer service and “inappropriate and unreasonable treatment to customers can be interpreted as inadequate service.” *See, e.g., Laura Andracchio Johnson and Charles Johnson v. Duquesne Light Co.*, Docket No. C-2022-3032695 at 23-24 (Order entered December 21, 2023) (citing *Barbara R. Lolly v. Duquesne Light Co.*, Docket No. C-2010-2167824 (Order entered May 9, 2011)).

B. Positions of the Parties

1. Complainant

As noted above, the Complainant is Dr. Lawrence Robinson.³ Dr. Robinson is the owner of the Service Address property involved in this Complaint, along with his sister. Tr. at 5; 12. The Complainant lives at the Service Address, having

³ The Complainant is a Medical Doctor (M.D.). Tr. at 24.

moved into the property after living at various other locations. *See id.* at 14; I.D. at 3, Finding of Fact No. 8, *infra*.⁴

On January 13, 2025, the Complainant, via the Internet, requested a turn-on of service at the Service Address as of January 20, 2025, which was the move-in date. Tr. at 41. PGW, in processing the application for service, linked the Complainant to the Service Address through, *inter alia*, an Experian report and property records,⁵ from September of 1995. After the Complainant made application for gas service on his behalf, PGW initiated service, upon the payment of a reconnection fee. *Id.* at 29-31, 44. PGW opened a service account for the Complainant but included a past due balance accumulated under a prior account for service at the property, which account was in the name of the Complainant's father, Otis Robinson, Deceased. The amount of the prior balance asserted by PGW for payment from the Complainant was \$4,427.57. *Id.* at 42; *see also* PGW Exh. #2.

The Complaint filed by Dr. Robinson arose over the accumulated past due balance associated with the account at the Service Address, which account, as noted, was in the name of the Complainant's father. The Complainant testified that he and his sibling obtained ownership of the Service Address property after the death of their father. Their father was the prior occupant and account holder of record with PGW. Tr. at 16.⁶ The Complainant's father resided at the property until he passed away on

⁴ Notwithstanding that gas service was on, the house/Service Address was being repaired at the time of the hearing. Tr. at 9-11; 27-28; 55. Due to the unfinished state of repairs, gas service was not being used. *Id.*

⁵ The Complainant was listed as the second owner of the property under the BRT [Philadelphia Board of Revision of Taxes] records.

⁶ The Complainant also testified to ownership since 2007. Tr. at 25. According to PGW Exh. #4, *infra*, a Philadelphia Office of Property Assessment record, indicates that the Service Address is owned by Lawrence Robinson and Lorraine R. Wilkinson (co-owners), as of January 25, 2007. Tr. at 49.

January 19, 2011, following a terminal illness. *Id.* at 12. Following his father’s death, the property was left unoccupied and subjected to vandalism and theft. *Id.* at 16.

The Complainant maintained that he did not reside at the Service Address property prior to the application for service in his name. Subsequently, he was advised by a Commission investigator that the service line to the property was abandoned on November 17, 2021. Tr. at 17.⁷

Based on the foregoing, the Complainant disputed the amount that PGW claims he owes. He asserted that he should not be responsible for the prior balance of \$4,427.57, because the date(s) of the balance exceeds the statute of limitations that should apply under these circumstances. Tr. at 22-23. The Complainant also advanced an argument by analogy to the doctrine of mitigation of damages. Dr. Robinson, who is not an attorney, relied on 52 Pa. Code § 59.36,⁸ which requires gas utilities to abandon inactive service lines within six months of determining there is no prospect for reuse. Tr. at 21-22. He argued that PGW violated this obligation by continuing to assess charges, interest, and penalties for ten years—from December 2011 to November 2021—without receiving payment or taking action to shut off service. *Id.* In the Complainant’s view, PGW could not “sit idly by while the . . . debt [*i.e.*, accruing gas bills] accumulates without attempting to recover or minimize their losses.” *Id.* at 21.

⁷ The hearsay nature of this testimony was unobjected to and corroborated by PGW. Tr. at 26; 39; 52-53; *see Walker v. Unemployment Compensation Bd. of Rev.*, 367 A.2d 366, 370 (Pa. Cmwlth. 1976); *Chapman v. Unemployment Compensation Bd. of Rev.*, 20 A.3d 603, 610, n.8 (Pa. Cmwlth. 2011) (addressing hearsay testimony in administrative proceedings).

⁸ While Dr. Robinson did cite the specific regulation, we note that 52 Pa. Code § 59.36 contains the provisions regarding abandonment of inactive service lines.

2. PGW/Respondent

PGW's position was that the Complainant, as a condition of continued service, should be required to assume responsibility for payment of the previous balance for service provided to the Service Address under the account of his father. This amount, as noted, derives from a prior balance due on the account in the name of the Complainant's father. Tr. at 38-39. The dates of service that PGW determined to be due and owing to the Company extended from a period, July 10, 1997, through November 17, 2021. *Id.* at 43. The Complainant was informed that the date upon which the last payment had been made on the account was January 6, 2012. Informal services were still on bills accumulated, as well as late payment charges on the account, over the span of 13 years. *Id.*

C. ALJ's Recommendations

On consideration of the record, ALJ Guhl reached Twelve (12) Findings of Fact and drew Eight (8) Conclusions of Law. I.D. at 2-4, 7.

The Findings of Fact are reprinted below:

1. The Complainant in this case is Lawrence Robinson, who resides at 1523 North 56th Street, Philadelphia, Pennsylvania 19131 (Service Address). Tr. 9.
2. The Respondent is Philadelphia Gas Works.
3. The Complainant has owned the Service Address with his sister, Lorraine Lawrence, since approximately 2007 or 2008. Tr. 12.
4. The Complainant's father, Otis Robinson, resided at the Service Address until he passed away on January 19, 2011. Tr. 12, 16.

5. After the Complainant's father passed away, no one was living at the Service Address and the Complainant's sister was responsible for the property. Tr. 16.
6. Gas service at the Service Address was abandoned on November 17, 2021. Tr. 26; PGW Exh. 3.
7. The end balance of the account for Otis Robinson was \$4,427.57 when the final bill was issued on December 16, 2021. PGW Exh. 2.
8. The Complainant has lived in various locations since 2007. Tr. 13-14.
9. The Complainant moved to the Service Address in late 2024 or early 2025. Tr. 13, 15.
10. The Complainant requested that service be placed in his name at the Service Address on January 13, 2025, for a turn on date of January 20, 2025. Tr. 41; PGW Exh. 3.
11. On January 25, 2025, the Complainant made a payment to PGW in the amount of \$175.77 which included a reconnection fee of \$123.23 and a deposit of \$52.54. Tr. 30-31; PGW Exh. 1.
12. The Complainant's account balance at the time of the hearing was \$4,467.71, which includes the outstanding balance from the Complainant's father, Otis Robinson, in the amount of \$4,427.57, which accrued more than four years before the Complainant's request for service. Tr. 37; PGW Exh. 1 and 2.

I.D. at 2-4.

The Findings of Fact of ALJ Guhl are incorporated herein by reference, unless either expressly or by necessary implication they are modified or rejected by this Opinion and Order.

We shall likewise adopt and incorporate by reference, unless either expressly or by necessary implication they are modified or rejected by this Opinion and Order, ALJ Guhl's Conclusions of Law. In reference to the key issue in dispute and addressed in PGW's Exceptions, we reprint Conclusion of Law No. 4 below:

4. 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. 52 Pa. Code § 56.35(a).

I.D. at 7.

1. Dispute of Outstanding Balance

On consideration of the evidence and the positions of the Parties, ALJ Guhl granted Dr. Robinson's Complaint. In pertinent part, ALJ Guhl concluded that the balance the Company is billing the Complainant includes amounts that were incurred more than four years prior to the date of reestablishing service at the Service Address.

I.D. at 6.

Based on the PGW Exhibits, and the testimony of the Complainant, ALJ Guhl found that the Complainant met his burden of demonstrating that there were incorrect charges included in the outstanding balance PGW claims is owed to reestablish service. ALJ Guhl recommended that PGW only go back four years in computing the outstanding balance for which the Company would hold the Complainant responsible. I.D. at 7. As such, PGW was directed to only go back to January 2021 calculating the outstanding balance the Complainant must pay. *Id.*

There is no dispute concerning a link and/or association with the Complainant and the Service Address under which the Complainant's father had an account. Tr. at 5; *see* 52 Pa. Code § 56.35(a)-(b). *See, e.g., Rahman Bush v. Philadelphia Gas Works*, Docket No. C-2024-3046078 (Opinion and Order entered February 11, 2025); 2025 WL 560985 (Pa.P.U.C.). The pertinent reasoning of ALJ Guhl is reprinted below:

PGW's witness, Ms. Bernard, testified that the Complainant's account balance at the time of the hearing was \$4,467.71, which includes the outstanding balance from the Complainant's father, Otis Robinson, which accrued more than four years before the Complainant's request for service. Tr. 37; PGW Exh. 1 and 2.

Based on the Complainant's testimony and the records presented by PGW, it is clear that the balance the Company is billing the Complainant includes amounts that were incurred more than four years prior to reestablishing service. The Complainant credibly testified that his father resided at the Service Address until his death in January 2011, that no one resided at the property after that point, and that gas service at the Service Address was abandoned in November 2021. The Complainant requested service in his name on January 13, 2025. The account statements indicate that there were amounts that were incurred before January 2021, four years prior to the Complainant's request for service at the service address. *See* PGW Exh. 1 and 2. In this matter, PGW may only go back four years in terms of the outstanding balances. As such, PGW may only go back to January 2021 in order to calculate the outstanding balance which the Complainant must pay. Therefore, the Complainant has met his burden of demonstrating that there were incorrect charges included in the outstanding balance he is said to owe in order to reestablish service at his property.

I.D. at 6-7.

D. Exceptions

PGW filed one Exception to the Initial Decision. The Exception is set forth as follows:

Exception #1: The ALJ Erred by Finding that PGW can only hold a customer responsible for any unpaid arrearage less than four years old.

PGW acknowledges that Conclusion of Law No. 4, *supra*, correctly states the proposition that, pursuant to the Commission’s Regulation at 52 Pa. Code § 56.35(a), a 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. Exc. at 2.

Notwithstanding, PGW argues that the ALJ incorrectly applied the above cited regulation by broadening it beyond its intended scope. PGW supports its position that the ALJ engaged in error by highlighting the statements on page 7 of the Initial Decision, where ALJ Guhl found that the Company may only go back four years to recover unpaid balances. PGW insists that this conclusion is an overbroad misstatement of the law because the framework the ALJ applied would “constrain PGW from ever collecting balances over four years old, regardless of whether or not PGW was requiring payment as a condition of furnishing service.” Exc. at 2.

As an ancillary argument in support of its objection to the ALJ’s use of a four-year statute of limitations in this Complaint, PGW contends that the Commission Regulation does not apply to the specific facts of this case. PGW argues that it did not condition the application for service to Dr. Robinson based on accumulated balances at the Service Address that were incurred more than four years prior to the application.

Rather, PGW explains, the Company began service to the Complainant under an account in his name, but also transferred the prior balance associated with the father's account to the account opened by the Complainant:

The facts do not support that PGW conditioned the furnishing of service to the Complainant on his payment of the accumulated arrears for his property. PGW began active gas service to the property directly after Dr. Robinson paid a reconnection fee and small deposit based entirely on the balance accrued *within* the last four years. Tr. p.31; ln.1-11. PGW indicated to Complainant in a January 21, 2025 phone call, memorialized as a customer contact in PGW Exhibit 3, page 9 of 11, that it would restore service once that payment was made. Gas service was indeed restored on February 5, 2025. Tr. at p. 45.

Exc. at 2.

PGW adds that the Complainant, before and after 'restoration,' refused to accept responsibility for the gas usage at the Service Address property based on the prior, unpaid bills that accrued when gas service was in his father's name. Exc. at 3. PGW takes the position that its "reactivation" of the balance after furnishing new service was within its authority to collect the outstanding balance at the property, as the Complainant co-owned the property with his sister during the period in which the prior balance accrued. Exc. at 3, citing Tr. 12.

PGW cites and emphasizes the Commission's decision in *Beth Trivelpiece v. PECO Energy Company*, Docket No. C-2015-2462644, (Opinion and Order entered September 22, 2016) (*Trivelpiece*) as applicable to this instant Complaint and controlling. PGW provides a partial excerpt from the Commission's disposition in *Trivelpiece* at 20 to argue that the Commission makes a clear distinction between instances where service is withheld until a customer pays off a previous balance, and instances where service is restored pending a resolution of responsibility. Exc. at 2.

E. Disposition

We advise the parties that any issue or argument raised that we do not specifically delineate has been duly considered and will be denied without further discussion. It is well settled that we are 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. Cmwlth. 1993); *see also, generally, Univ. of Pa. v. Pa. PUC*, 485 A.2d 1217 (Pa. Cmwlth. 1984).

On consideration of the positions of the parties, the case record, the Initial Decision, and the Exceptions of the Company, we agree with the ALJ that Dr. Robinson met his burden of proving that PGW incorrectly billed him. However, we find that the ALJ omitted an analysis of the critical facts of record in this case, which establish 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) Dr. Robinson was not billed properly for the alleged account balance.

The Exceptions of PGW are, therefore, denied, consistent with the discussion below.

1. The Facts Establish That PGW Improperly Attempted to Create an Obligation for the Complainant to Pay a Prior Balance Incurred at the Service Address

At the outset, we recognize that PGW did not ultimately require Dr. Robinson to remit payment in full for the prior accrued balance before providing him with service. However, the facts of this case demonstrate that PGW created confusion surrounding whether Dr. Robinson was obligated to assume the \$4,427.57 balance in

order to obtain gas service. *See Baylor v. Philadelphia Electric Company*, Docket No. F-08532525 (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).

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. *Id.* at 47. Thus, PGW did not actually condition the initiation of service in January 2025 upon the payment of the disputed charges.

Notwithstanding, 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 Dr. 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.”⁹

Additionally, PGW’s customer service logs indicate that PGW informed Dr. Robinson that the \$4,427.57 balance “has to be assumed in order for service to be placed in his name.” Furthermore, PGW advised Dr. Robinson that after service was

⁹ *See* Tr. at 42. Dr. Robinson testified that he and his sister became owners of the property on or around 2007, when his father was ill. *Id.* at 11-12. However, Dr. Robinson testified that he did not reside at the service address until, approximately, December of 2024. *Id.* at 18. PGW did not introduce any evidence to demonstrate that Dr. Robinson had been provided with any monthly billing statements during the period of July 10, 1997, through November 17, 2021.

restored, he would need to make monthly payments of \$390 towards his father's balance, which would be transferred directly to his account.

Based on the foregoing, the evidence supports the conclusion that PGW attempted to have the Complainant assume liability for the disputed charges as a condition of initiating service, even though the Complainant was not required to do so under applicable law. In doing so, we determine that PGW did not provide reasonable service.¹⁰ As explained *supra*, a utility's obligation to provide reasonable service includes accurate and full communication to customers. PGW's conduct in attempting to coerce Dr. Robinson into assuming liability for the charges in exchange for accessing gas service is antithetical to providing him with accurate and full communication, constituting unreasonable service. *See AT & T Communications of Pa.* Although we are empowered to impose a civil penalty upon PGW for violating the Code through the Company's provision of unreasonable service to Dr. Robinson, we decline to do so here, given that PGW ultimately provided Dr. Robinson with gas service while his billing dispute was pending. *See* 66 Pa.C.S. § 3301(a)-(b)).

Finally, we note that PGW was unable to provide Dr. 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. 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,¹¹ the facts of this case are distinguishable. Here, 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

¹⁰ 66 Pa.C.S. § 1501.

¹¹ *See Deborah Brown v. PECO Energy Company*, Docket No. C-2009-2097007 (Opinion and Order entered January 29, 2010).

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.

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

We therefore agree with the ALJ's conclusions that a four-year limit was properly applied pursuant to 52 Pa. Code § 56.35(a). Consequently, PGW is directed to recalculate the Complainant's outstanding balance due so that no amount from before January 2021 is included in the balance.

III. Conclusion

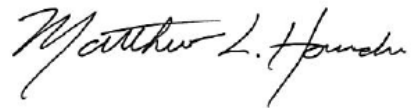
For the reasons set forth in this Opinion and Order, we shall deny the Exceptions of PGW, filed on December 3, 2025, to the Initial Decision of ALJ Guhl, issued on November 12, 2025, adopt the Initial Decision, and sustain the Complaint of Dr. Robinson, consistent with the discussion in this Opinion and Order; **THEREFORE,**

IT IS ORDERED:

1. That the Exceptions of Philadelphia Gas Works, filed December 3, 2025, to the Initial Decision of Administrative Law Judge Marta Guhl, issued on November 12, 2025, at Docket No. C-2025-3054744, are denied, consistent with the discussion in this Opinion and Order.

2. That the Initial Decision of Administrative Law Judge Marta Guhl, issued on November 12, 2025, at Docket No. C-2025-3054744, is adopted, consistent with the discussion in this Opinion and Order.
3. That the Complaint at Docket No. C-2025-3054744 shall be granted.
4. That Philadelphia Gas Works shall recalculate Lawrence Robinson's outstanding account balance due so that no amount from prior to January 2021 is included in the balance.
5. That the Commission Secretary shall mark this matter closed.

BY THE COMMISSION



Matthew L. Homsher
Secretary

(SEAL)

ORDER ADOPTED: March 12, 2026

ORDER ENTERED: April 2, 2026