

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

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|------------------------|---|----------------|
| George Winns | : | |
| | : | |
| v. | : | F-2025-3058819 |
| | : | |
| Philadelphia Gas Works | : | |

INITIAL DECISION

Before
F. Joseph Brady
Administrative Law Judge

INTRODUCTION

This Initial Decision dismisses the Formal Complaint of George Winns because he failed to satisfy his burden of proving that Philadelphia Gas Works violated its tariff, the Public Utility Code, or a Commission Regulation or Order when it billed him for unauthorized usage that accrued at the Service Address and declined to give him a payment arrangement on those charges.

HISTORY OF THE PROCEEDING

On November 17, 2025, George Winns (Complainant or Mr. Winns) filed a Formal Complaint (Complaint) against Philadelphia Gas Works (PGW or Respondent) with the Pennsylvania Public Utility Commission (Commission). In the Complaint, Complainant alleges that he should not be held responsible for unbilled usage in order to reestablish gas

service because the gas service to his property was always off and the meter was never tampered with.

This matter is the timely appeal of a decision from the Bureau of Consumer Services (BCS) dated October 21, 2025, at Case No. 527271077, which dismissed the informal complaint.¹

On December 16, 2025, PGW filed an Answer to the Complaint. In its Answer, PGW admitted in part, and denied in part, various material allegations of the Complaint. In particular, PGW averred that Complainant owned the Service Address as of March 22, 2001, established gas service at the Service Address on December 22, 2008, and on July 1, 2013, PGW terminated the gas service due to non-payment. PGW further averred that on December 9, 2024, a PGW technician visited the Service Address to perform a safety check pursuant to a request by Complainant to reestablish service and discovered the gas on and found evidence of theft of service. PGW also averred that it billed Complainant for the bypass charges based on the BTUs of the gas appliances found at the property on the date of discovery.

By Hearing Notice dated January 5, 2026, an Initial Call-In Telephonic Hearing was scheduled for February 17, 2026, and the matter was assigned to me.

A Prehearing Order was issued on January 6, 2026, advising the Parties of the date and time of the scheduled hearing and informing them of the procedures applicable to this proceeding.

¹ A timely BCS appeal is subject to *de novo* review. 52 Pa. Code § 56.173(a).

On February 17, 2026, the hearing convened as scheduled. Complainant appeared *pro se*, testified on his own behalf, and offered no exhibits for the record. Graciela Christlieb, Esquire, appeared on behalf of PGW and presented the testimony of three witnesses: Albert Teti, Superintendent of Revenue Protection and Meter Programs at PGW; Eric Rosario, Field Service Technician at PGW; and Jessica Antonetti, a Senior Customer Review Officer at PGW. During the hearing, PGW offered the following seven exhibits, all of which were entered into the record without objection:

- PGW 1: Complainant's House Deed (6 pages)
- PGW 2: Customer Service Portal Screenshot (6 pages)
- PGW 3: Screenshot of Service Abandonment Order (1 page)
- PGW 4: Theft Reporting Sheet (1 page)
- PGW 5: Photographs at Service Address (3 pages)
- PGW 6: Screenshots of Field Activity Reports (4 pages)
- PGW 7: Unbilled Usage Calculations (6 pages)

The record consists of a 44-page transcript and seven exhibits. The record closed on March 10, 2026, upon the filing of the transcript with the Commission.

FINDINGS OF FACT

1. Complainant is George Winns.
2. Respondent is Philadelphia Gas Works.
3. Complainant is the owner of 2554 N. Napa Street, Philadelphia, PA, 19132 (Service Address) since March 22, 2001. Tr. 10, 13; PGW Exh. 1.

4. On July 1, 2013, PGW terminated gas service to the Service Address for nonpayment. Tr. 14; PGW Exh. 2, p. 1.

5. There has not been legitimate gas service to the Service Address since the July 1, 2013, shut off. Tr. 14-15.

6. On July 14, 2016, PGW performed a curb valve safety recheck at the Service Address and found the gas “on.” Tr. 15; PGW Exh. 2, p. 2.

7. On July 14, 2016, PGW shut the gas off with a locking device known as an “expander.” Tr. 15-16; PGW Exh. 2, p. 2.

8. On December 19, 2022, PGW performed a cold call inside leak atmospheric corrosion survey at the Service Address and found the gas “off.” Tr. 16; PGW Exh. 2, p. 3.

9. On December 6, 2024, Complainant applied for service with PGW and a safety check was scheduled for December 9, 2024. Tr. 17; PGW Exh. 2, pp. 4-5.

10. On December 9, 2024, Field Service Technician Eric Rosario performed a safety check at the Service Address and found the expander was missing, the gas “on” with an unknown bypass, hand-tightened swivels, swivel washers missing, and fuel line readings of 5% natural gas. Tr. 18, 24-29; PGW Exh. 2, p. 6, and PGW Exh. 4.

11. During the safety check, Mr. Rosario observed a functional gas house heater that was 72,000 BTUs and a functional gas water heater that was 40,000 BTUs. Tr. 29, 31; PGW Exhs. 4, 5.

12. On December 9, 2024, Mr. Rosario shut off the gas with a bike lock, locking plugs, and recurbed the meter with an expander. Tr. 19, 30; PGW Exh. 2, p. 6, and PGW Exh. 4.

13. On September 15, 2025, PGW disconnected/abandoned gas service to the Service Address at the main. Tr. 20; PGW Exh. 3.

14. Jessica Antonetti is a Senior Customer Review Officer at PGW. Tr. 37-38.

15. PGW billed Complainant for unbilled usage/theft from July 2, 2013, to July 14, 2016, and December 20, 2022, to December 9, 2024. Tr. 23, 39; PGW Exh. 7.

16. PGW calculated the Complainant's unbilled usage based on the BTUs of the appliances found at the Service Address and historical weather data. Tr. 38-40; PGW Exh. 7.

17. For the period of July 2, 2013, to July 14, 2016, PGW calculated an unauthorized usage amount of \$3,201.80. Tr. 40; PGW Exh. 7, p. 3.

18. For the period of December 20, 2022, to December 9, 2024, PGW calculated an unauthorized usage amount of \$2,134.05. Tr. 40-41; PGW Exh. 7, p. 6.

19. The total amount that would need to be paid in order for PGW to restore gas service to the Service Address is \$5,335.85. Tr. 41.

DISCUSSION

Section 332(a) of the Public Utility Code provides that the party seeking relief from the Commission has the burden of proof. 66 Pa.C.S. § 332(a). As a matter of law, 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 (Opinion and Order entered Feb. 8, 1990); *Feinstein v. Phila. Suburban Water Co.*, 50 Pa.P.U.C. 300 (Opinion and Order entered Oct. 6, 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 (Pa. Cmwlth. 1990). A complainant can meet that burden if he presents evidence more convincing, by even the smallest amount, than that evidence presented by Respondent. *Se-Ling Hosiery v. Margulies*, 70 A.2d 854 (Pa. 1950). The offense must 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.

The decision of the Commission must be supported by substantial evidence. 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); *Erie Resistor Corp. v. Unemployment Comp. Bd. of Rev.*, 166 A.2d 96 (Pa. Super. 1961); *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 the complainant's evidence, the burden of going forward with the evidence shifts back to the complainant, who must rebut the utility's evidence by a preponderance of the 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 the complainant. *Milkie v. Pa. Pub. Util. Comm'n*, 768 A.2d 1217 (Pa. Cmwlth. 2001); *see also*, *Burleson v. Pa. Pub. Util. Comm'n*, 443 A.2d 1373 (Pa. Cmwlth. 1982).

This case arises from Complainant's application to reinstate gas service terminated by PGW on July 1, 2013, for nonpayment. As a result of the application, PGW alleged that they discovered meter tampering and unauthorized gas usage. PGW's position is that in order to restore gas service to the Service Address, Complainant must pay the total unauthorized gas usage charges in the amount of \$5,335.85. Complainant gave two reasons he filed the Complaint. First, Complainant denied unauthorized usage of gas service. Second, Complainant requests a payment arrangement on the outstanding balance if PGW's claims of unauthorized usage are upheld. For the reasons below, I find Complainant fails to meet his burden of proof on both counts.

Meter Tampering/Unauthorized Gas Usage

Here, there is no dispute Complainant is the owner of the Service Address and has been since March 22, 2001. Likewise, there is no dispute that, on July 1, 2013, PGW terminated gas service to the Service Address for nonpayment and there has been no legitimate gas service to the property since then. However, during the hearing, PGW presented convincing evidence there has been unauthorized gas usage at the Service Address during two periods of time since the July 1, 2013, shut off.

The first period of unauthorized usage occurred from July 2, 2013, to July 14, 2016. PGW provided credible documentation kept in the ordinary course of business that showed on July 14, 2016, PGW found the gas "on" at the Service Address when performing a curb valve safety recheck, even though it should have been "off." PGW shut the gas "off" again with a locking device known as an expander.

The second period occurred from December 20, 2022, to December 9, 2024. On December 19, 2022, PGW performed a cold call inside leak atmospheric corrosion survey at the Service Address and was able to confirm that the gas remained “off.” Thereafter, on December 6, 2024, Complainant applied for service with PGW and a safety check was scheduled. On December 9, 2024, Field Service Technician Eric Rosario performed the safety check at the Service Address. Mr. Rosario credibly testified that, during the safety check, he found the expander missing, the gas “on” with an unknown bypass, hand-tightened swivels, swivel washers missing, and fuel line readings of 5% natural gas. Mr. Rosario explained that swivels connect the meter to the meter bar and when he checked them with his hand, they came loose. Tr. 28. Mr. Rosario further explained that PGW tightens swivels with a wrench and if they are not tampered with, they would require a wrench to loosen. Tr. 28. Mr. Rosario testified that PGW would never install a meter without the swivel washers because it would be impossible to get an airtight seal. Tr. 29. Lastly, Mr. Rosario explained that finding gas in the fuel line meant the gas was being used. Tr. 29. Mr. Rosario concluded the safety check by shutting off the gas with a bike lock, locking plugs, and recurbing the meter with an expander.

Based on these findings, PGW billed Complainant for unbilled usage/theft from July 2, 2013, to July 14, 2016, and December 20, 2022, to December 9, 2024. Since PGW did not have meter readings, PGW based the bill on the BTUs of the appliances found at the Service Address² and historical weather data for the two separate timeframes. PGW calculated Complainant’s total unbilled usage for the two periods as \$5,335.85.

² During the safety check, Mr. Rosario observed a functional gas house heater that was 72,000 BTUs and a functional gas water heater that was 40,000 BTUs.

None of the foregoing evidence was rebutted by Complainant other than his contention that he did not tamper with the meter and the gas was always “off.” Tr. 7. However, regardless of how earnestly Complainant believes this to be true, personal opinions or perceptions do not constitute substantial evidence sufficient to permit him to sustain his burden of proof. *See MidAtlantic Power Supply Assoc. of Pa. v. Pa. Pub. Util. Comm’n*, 746 A.2d 1196, 1200 (Pa. Cmwlth. 2000)(citing *Pennsylvania Bureau of Corrections v. City of Pittsburgh*, 532 A.2d 12, 14 (Pa. 1987)). Thus, I find Complainant was unable to meet his burden of proving that PGW wrongfully determined there was unauthorized gas usage at the Service Address.

Furthermore, because this case involves theft of service, PGW is entitled to require the payment of Complainant’s entire unauthorized usage charges up front as a condition to restore service without the 4-year limit otherwise imposed. *See* 52 Pa. Code § 56.191(d).

Consequently, I find PGW was entitled to bill Complainant for unauthorized usage for the periods of July 2, 2013, to July 14, 2016, and December 20, 2022, to December 9, 2024, in the total amount of \$5,335.85.

Payment Arrangement

Complainant also seeks a payment arrangement on the unauthorized usage charges in order to reinstate service. In cases such as this, the Commission has held that while it is not precluded from providing a payment arrangement to an applicant who has had their service properly terminated, an applicant that owned the service address during the occurrence of theft of service is not eligible for a payment arrangement. *See Simmons v. UGI Utils., Inc.*, Docket No. C-2017-2605783, p. 19 (Order entered July 12, 2018), *citing Fassett v. Phila. Gas Works*, Docket No. F-2014-2408541 (Opinion and Order entered Apr. 27, 2015)(stating “[t]o do otherwise sends the wrong message to all other

law-abiding ratepayers that those who willfully misuse utility service can receive the benefit of a delayed repayment period at no interest to repay a debt arising from the misuse of service.”)

Having already determined that theft of service occurred at the Service Address and Complainant owned the Service Address during the time the theft of service occurred, I find he is not entitled to a Commission-issued payment arrangement on the unauthorized usage charges in order to reinstate service. *Id.*

Conclusion

Based on the foregoing, I conclude that Complainant was unable to meet his burden of proof that: (1) PGW wrongfully billed him for unauthorized usage for the periods of July 2, 2013, to July 14, 2016, and December 20, 2022, to December 9, 2024, in the total amount of \$5,335.85; or (2) that he is entitled to a Commission-issued payment arrangement on the unauthorized usage charges in order to reinstate service. Accordingly, the Complaint shall be dismissed.

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the parties to and subject matter of this proceeding. 66 Pa.C.S. § 701.
2. 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. Personal opinions or perceptions do not constitute substantial evidence. *See MidAtlantic Power Supply Assoc. of Pa. v. Pa. Pub. Util. Comm'n*, 746 A.2d 1196, 1200 (Pa. Cmwlth. 2000)(citing *Pennsylvania Bureau of Corrections v. City of Pittsburgh*, 532 A.2d 12, 14 (Pa. 1987)).

5. A public utility may require the payment of any outstanding balance or portion of an outstanding balance if the applicant or customer owned the property for which service is requested during the time the outstanding balance accrued, not exceeding 4 years prior to the date of requesting that service be restored. The 4-year limit does not apply in instances of fraud and theft. 52 Pa.Code § 56.191(d).

6. Complainant failed to meet his burden of establishing that PGW erred in billing him for unauthorized usage for the periods of July 2, 2013, to July 14, 2016, and December 20, 2022, to December 9, 2024, in the total amount of \$5,335.85. 66 Pa.C.S. § 332(a).

7. An applicant for utility service that owned the service address during the period of time theft of service occurred at the service address is not eligible for a payment arrangement. *See Simmons v. UGI Utils., Inc.*, Docket No. C-2017-2605783, p. 19 (Order entered July 12, 2018), *citing Fassett v. Phila. Gas Works*, Docket No. F-2014-2408541 (Opinion and Order entered Apr. 27, 2015).

8. Complainant failed to meet his burden of establishing that he was entitled to a payment arrangement on outstanding unauthorized usage charges in order to restore service. 66 Pa.C.S. § 332(a).

