

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Terri Williams	:	
	:	
v.	:	F-2021-3030122
	:	
Philadelphia Gas Works	:	

**INITIAL DECISION**

Before  
Kailey B. Maguire  
Special Agent

**INTRODUCTION**

This decision dismisses the complaint of a gas service customer because the customer failed to establish by a preponderance of the evidence that she is eligible for a subsequent Commission-issued payment arrangement or an extension of her prior one. This decision also finds that the Complainant did not meet her burden of proving that the company violated any provision of the Public Utility Code, a Commission regulation or order, or a Commission-approved tariff of the company, as it relates to alleged incorrect charges on her bill.

**HISTORY OF THE PROCEEDING**

On December 20, 2021, Terri Williams (Complainant) filed a formal complaint with the Pennsylvania Public Utility Commission (Commission) against Philadelphia Gas Works (PGW or Respondent). In her complaint, Ms. Williams averred PGW was threatening to shut off her service or had already shut off her service and that there were incorrect charges on her bill. As relief, Complainant requested to be placed back on her payment arrangement. The complaint is a timely appeal from a decision by the Commission's Bureau of Consumer Services (BCS)

dated November 30, 2021, at BCS No. 3808583, which dismissed Ms. Williams' informal complaint as Ms. William's had not satisfied a prior Commission-issued payment arrangement.

On January 10, 2022, PGW filed an answer to the complaint asserting, *inter alia*, it issued a shut off notice for the service at 7041 Lindbergh Blvd, Apt.1, Philadelphia, Pennsylvania (service address). PGW denied there were incorrect charges on Ms. Williams' gas service bill. In concluding its answer PGW requested dismissal of the complaint.

On February 16, 2022, the Commission served a Corrected Telephonic Hearing Notice<sup>1</sup> to the Parties, establishing an initial telephonic hearing for March 1, 2022, at 10:00 a.m. and assigning the undersigned as Presiding Officer. on February 16, 2022, a Prehearing Order was served reminding the Parties of the date and time of the hearing and addressing, *inter alia*, the procedures applicable to the hearing, including the method by which one could obtain a continuance if needed.

On February 16, 2022, via e-mail to the undersigned and Respondent, Ms. Williams made a request for continuance of the March 1, 2022, hearing due to financial strain, as Complainant wished to be given time to regain her financial footing. On February 22, 2022, the undersigned e-mailed the parties to ascertain PGW's position on the request. On that same date, counsel for PGW, Graciela Christlieb, Esq., e-mailed Complainant and the undersigned stating that Respondent did not object to the continuance request. As Respondent had no objection, the undersigned via e-mail informally granted Complainant's continuance request

On February 23, 2022, the Commission served a Telephonic Rescheduled Hearing Notice, establishing the initial telephonic hearing for April 5, 2022, at 10:00 a.m.

On February 24, 2022, an Interim Order was served formally granting Complainant's continuance request, informing the Parties that a new hearing date would be issued under separate cover.

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<sup>1</sup> On January 11, 2022, a Telephonic Hearing Notice was served on the Parties which had inadvertently scheduled the evidentiary hearing for Tuesday, March 2, 2022, instead of Tuesday, March 1, 2022.

On March 27, 2022, via e-mail to the undersigned and Respondent, Ms. Williams requested a continuance of the April 5, 2022 hearing due to continued financial hardship. Due to the level of detail included in Ms. Williams' e-mail regarding her financial situation and the inclusion of corresponding documentation, the undersigned informed the Parties that the hearing would proceed as scheduled on April 5, 2022, at which point the information contained in the Complainant's e-mail could be further discussed in a more efficient manner.

The hearing convened as scheduled on April 5, 2022, at 10:00 a.m. Ms. Williams appeared *pro se*, testified on her own behalf, and offered the following three exhibits which were admitted into the record:

Complainant Exhibit 1 – Furlough Extension  
Complainant Exhibit 2 – Response from L&I Unemployment  
Complainant Exhibit 3 – Bank Account Screenshot

Graciela Christlieb, Esquire, appeared on behalf of Respondent and presented the testimony of one witness, Ronda Cobb, a junior customer review officer for PGW. Ms. Cobb sponsored the following six exhibits which were admitted into the record:

PGW Exhibit 1 – Statement of Account (March 30, 2018-March 30, 2022)  
PGW Exhibit 2 – Customer Contacts  
PGW Exhibit 3 – Payment Arrangement History  
PGW Exhibit 4 – 2016 Informal Complaint  
PGW Exhibit 5 – 2017 Informal Complaint  
PGW Exhibit 6 – 2021 Informal Complaint

The record closed on April 26, 2022, upon receipt of the 36-page telephonic hearing transcript. For the reasons discussed below, the complaint will be denied and dismissed.

#### FINDINGS OF FACT

1. The Complainant is Terri Williams, who resides at 7041 Lindbergh Blvd., Apt.1, Philadelphia, Pennsylvania (service address). (N.T. 7).

2. The Respondent is Philadelphia Gas Works, a jurisdictional public utility, which provides gas service to Complainant at the service address.

3. The Respondent has provided gas service to the Complainant at the service address since April 4, 1999.

4. On April 25, 2016, Complainant filed an informal complaint with the Commission's Bureau of Consumer Services (BCS) at BCS Case No. 3431765 seeking a payment arrangement. (PGW Exh. 4, p.1).

5. By decision dated July 26, 2016, at BCS Case No. 3431765, BCS granted Complainant a level three<sup>2</sup> payment arrangement, which directed Ms. Williams to pay her monthly budget bill of \$40 plus an additional \$202, for a total of \$242 per month, beginning with the due date of her August 2016 bill. (PGW Exh. 4, p. 2).

6. At BCS Case No. 3431765, Complainant reported a gross monthly income of \$ 4,334 and a household size of three individuals. (PGW Exh. 5, p. 2).

7. Complainant defaulted on the payment arrangement at BCS Case No. 3431765 and the balance has not been satisfied. (PGW Exh. 3).

8. On July 10, 2017, Complainant filed an informal complaint with BCS at BCS Case No. 3542951 seeking a payment arrangement. (PGW Exh. 5, p. 1).

9. By decision dated October 10, 2017, at BCS Case No. 3542951, BCS granted Complainant a level one<sup>3</sup> payment arrangement due to a change in income, which directed Ms.

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<sup>2</sup> A level three customer is defined as a household with a gross monthly income level exceeding 250% of the Federal poverty level and not more than 300% of the federal poverty level and is provided with a repayment period of not more than one year (12 months). 66 Pa.C.S. § 1405(b)(3).

<sup>3</sup> A level one customer is defined as a household with a gross monthly income level not exceeding 150% of the Federal poverty level and is provided with a repayment period of not more than five years (60 months). 66 Pa.C.S. § 1405(b)(1).

Williams to pay her monthly budget bill of \$111 plus an additional \$43, for a total of \$154 per month, beginning with the due date of her November 2017 bill. (PGW Exh. 5, p. 3).

10. At BCS Case No. 3542951, Complainant reported a gross monthly income of \$1,900 and a household size of three individuals. (PGW Exh. 5, p. 1).

11. On May 5, 2021, Complainant entered into a company-issued payment agreement (PAR21). (N.T. 25; PGW Exh. 3).

12. PAR21 was broken due to nonpayment. (N.T. 26,28; PGW Exh 3).

13. On October 15, 2021, Complainant filed an informal complainant with BCS at BCS Case No. 3808583 seeking a Commission-issued payment arrangement. (PGW Exh. 6, p. 1).

14. In October 2021 Complainant received a shut-off notice for termination of her gas service. (N.T. 8).

15. On November 30, 2021, BCS dismissed the informal complainant at BCS Case No. 3808583. (PGW Exh. 6, p. 3).

16. On December 20, 2021, Complainant filed the instant formal complaint.

17. Complainant was furloughed from her position at Hussian College for approximately two weeks beginning on February 27- March 12, 2022. (N.T. 8; Complainant Exh. 1).

18. Complainant's current household size consists of herself. (N.T. 15).

19. Complainant's current gross monthly household income totals \$4,333, which is derived from her employment at Hussian College.<sup>4</sup>

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<sup>4</sup> Ms. Williams testified that she made \$52,000 per year, ( $\$52,000 / 12 \text{ months} = \$4,333 \text{ per month}$ ). (N.T. 15, 17).

20. Complainant's gross monthly household income and household size places the household at more than 350% of the Federal Poverty guidelines.<sup>5</sup>

21. Ms. Williams does not dispute the accuracy of her gas service bill but seeks understanding about three returned/rejected payments of \$209 she attempted to make in July 2021. (N.T. 12-14, and 29; *see* PGW Exh. 1, p. 3).

22. On July 22 and 28, 2021, Ms. Williams made payments on her account in the amount of \$209 via check, both of which were returned. (N.T. 9, 22; PGW Exh. 1).

23. On July 27, 2021, Ms. Williams attempted to make a credit card payment on her gas service account in the amount of \$209, which was rejected due to an incorrect cvv number being entered. (N.T. 22; PGW Exh. 2, p. 3).

24. A PGW representative spoke with Ms. Williams via a phone conversation regarding the returned/rejected payments, at which time Ms. Williams was advised that due to the returned/rejected payments her account was now under a cash only policy. (N.T. 21-24; PGW Exh. 2).

25. A cash only account only permits consumers to make payments at retail cash locations or by mail. (N.T. 22).

26. The cash only restriction on Complainant's account will be lifted after 12 consecutive months of nonreturned payments. (N.T. 28).

27. Complainant's outstanding balance as of the date of the initial hearing was \$3,744.83. (N.T. 21; *see also*, PGW Exh. 1).

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<sup>5</sup> *See, Federal Register*, Vol. 87, No. 14 at 3316 (January 21, 2022), also available at: <https://aspe.hhs.gov/poverty-guidelines>. (350% of the federal poverty level for a household of one is \$3,964).

28. As of the date of the initial hearing the Complainant must pay a \$2,244 catch-up amount to have her company-issued payment agreement reinstated. (N.T. 24-25, 28).

## DISCUSSION

### Burden of Proof

The Public Utility Code, 66 Pa.C.S. § 332(a), places the burden of proof upon the proponent of a rule or order. As the proponent of the requested relief, Complainant has the burden of proof in this matter pursuant to 66 Pa.C.S. § 332(a).

To satisfy this burden, a complainant, as the proponent of the request for relief, must show the named utility is responsible or accountable for the problem described in the complaint. *Patterson v. Bell Tel. Co. of Pa.*, 72 Pa. PUC 196 (1990); *Feinstein v. Phila. Suburban Water Co.*, 50 Pa. PUC 300 (1976). This must be shown by a preponderance of the evidence, that is, by presenting evidence more convincing, by even the smallest amount, than presented by the other party. *Se-Ling Hosiery v. Margulies*, 70 A.2d 854 (Pa. 1950).

Additionally, the Commission's decision must be supported by substantial evidence in the record. 2 Pa.C.S. § 704. "Substantial evidence" is such relevant evidence 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).

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 utility. 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. 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).

In the instant matter, Complainant raises two issues in her complaint. First, Complainant claims that there are incorrect charges on her gas utility bill. Second, Complainant raises a claim requesting a Commission-issued payment arrangement. Therefore, as the proponent of a rule or order, Ms. Williams bears the burden of proof.

As a preliminary matter, the Complainant did not provide any record evidence with respect to her claim of incorrect charges on her gas utility bill, and therefore that claim is dismissed. In fact, in relation to that claim, Ms. Williams testified that she was not disputing her bills but was confused about three returned/rejected payments of \$209 she attempted to make in July 2021.<sup>6</sup> N.T. 13, 14, and 29; *see* PGW Exh. 1, p. 3. Complainant's request for a Commission-issued payment arrangement will now be addressed.

The Responsible Utility Customer Protection Act, 66 Pa.C.S. §§ 1401-1419 (Act or Chapter 14), applies to complainants alleging inability to pay and requesting a Commission-issued payment arrangement. 66 Pa.C.S. § 1405(a). The Act provide strict guidelines that the Commission must follow in handling customer complaints including the length of payment arrangements it may issue, the number of payments arrangements the Commission may issue, and what types of customer accounts may be subject to payment arrangements. *Id.* As to the length of payments arrangement, Section 1405 provides, in pertinent part:

**§ 1405. Payment arrangements.**

(a) **General rule.** – The commission is authorized to investigate complaints regarding payment disputes between a public utility, applicants and customers. The commission is authorized to establish payment arrangements between a public utility, customers and applicants within the limits established by this chapter.

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<sup>6</sup> The July 2021 payments were made by check (July 22 and 28 payments) or credit card (July 27 payment) all of which were returned/rejected due to various situations outside the control of PGW. PGW Exh. 1, p. 3; PGW Exh. 2, pp. 1-3. A PGW representative spoke with Ms. Williams via a phone conversation regarding the returned/rejected payments, at which time Ms. Williams was advised that due to the returned/rejected payments her account was now under a cash only policy. N.T. 21-22.

**(b) Length of payment arrangements.** – The length of time for a customer to resolve an unpaid balance on an account that is subject to a payment arrangement that is investigated by the commission and is entered into by a public utility and a customer shall not extend beyond:

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(4) Six months for customers with a gross monthly household income level exceeding 300% of the Federal poverty level.

66 Pa.C.S. §§ 1405(a)-(b)(4).

Additionally, the Act limits the number of Commission-issued payment arrangements it may issue a customer or applicant. Generally, the Commission is permitted to establish only one payment arrangement between a customer or applicant and a public utility. The Commission may only issue a second or subsequent payment arrangement if there has been a change of income since the prior Commission-issued payment arrangement. Specifically, Section 1405(d) provides:

**(d) Number of payment arrangements.** – Absent a change in income, the commission shall not establish or order a public utility to establish a second or subsequent payment arrangement if a customer has defaulted on a previous payment arrangement established by a commission order or decision. A public utility may, at its discretion, enter into a second or subsequent payment arrangement with a customer.

66 Pa.C.S. § 1405(d).

Therefore, pursuant to 66 Pa.C.S. § 1405(d), Ms. Williams is eligible for another Commission-issued payment arrangement if she has suffered a change in income. The Act defines a “change in income” as some decrease in household income. Specifically, a decrease of 20% or more is required if the customer's household income level exceeds 200% of the Federal poverty level or a decrease of 10% or more is required if the customer's household income level is 200% or less of the Federal poverty level.” 66 Pa.C.S. § 1403. Additionally, “household income” is defined as, “[t]he combined gross income of all adults in a residential household who benefit from the public utility service.” *Id.*

Ms. Williams seeks a subsequent Commission-issued payment arrangement after defaulting on her prior arrangement. The second Commission-issued payment arrangement was awarded on October 5, 2017, at BCS Case No. 3542951. Complainant was issued a level 1 payment arrangement based upon a gross monthly household income of \$1,900 and a household size of three (one adult and two children). PGW Exh. 5, p. 1-4.

Ms. Williams testified that her current gross monthly household income is \$4,333 which she receives from Hussian College as a salaried employee.<sup>7</sup> The record evidence shows that Ms. Williams has not suffered a change in income as defined by the Act because her household income at the time of the hearing increased, not decreased, since her 2017 BCS payment arrangement. In contrast, Ms. Williams' gross monthly household income at the time of the October 2017 Commission-issued payment arrangement at BCS Case No. 3542951 was \$1,900. Therefore, I am constrained by the Act to conclude that Ms. Williams did not satisfy her burden of proving that she is eligible for a subsequent Commission-issued payment arrangement based upon a change of income pursuant to 66 Pa.C.S. § 1405(d).

Next, while the Complainant is not eligible for a second Commission-issued payment arrangement, a provision of the Act provides that if the payment-defaulted customer establishes that such payment default was a result of a "significant change in circumstance," the Commission may reinstate the Commission-issued payment arrangement and extend the remaining term for an initial period of six months. 66 Pa.C.S. § 1405(e). "Significant change in circumstance" is defined as a customer with a household less than 300% of the Federal poverty level and who has experienced any of the following four circumstances: (1) the onset of a chronic or acute illness resulting in a significant loss in the customer's household income; (2) the catastrophic damage to the customer's residence resulting in a significant net cost to the customer's household;

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<sup>7</sup> Ms. Williams testified that she made \$52,000 per year, ( $\$52,000 / 12 \text{ months} = \$4,333$  per month). It should be noted that Complainant provided conflicting testimony regarding her gross income, testifying that her gross monthly income was \$353.80, and likewise testifying that her gross annual salary was \$52,000. N.T. 14-15, 17. I find that Complainant's testimony that she works 40 hours a week with an annual salary of \$52,000 to be more credible. This determination is bolstered by Complainant's admission that her most recent paycheck was \$300 short due to going back to work two days into the pay period, indicating that those two days alone would equate to \$300 in income. (See N.T. 11-12).

(3) the loss of the customer's residence; or (4) the increase in the customer's number of dependents in the household. 66 Pa.C.S. § 1403.

Complainant's gross monthly household income of \$4,333 is more than 300% of the Federal poverty level.<sup>8</sup> Thus, Complainant is not eligible for reinstatement and extension of her October 2017 Commission-issued payment arrangement.

In conclusion, Ms. Williams has not satisfied her burden that she is eligible for a subsequent Commission-issued payment arrangement, nor is she eligible for reinstatement and extension of her second Commission-issued payment arrangement. Accordingly, the Complainant's request for a Commission-issued payment arrangement will be denied and her complaint will be dismissed.

#### CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the subject matter and the parties to this proceeding. 66 Pa.C.S. § 701.

2. As the proponent of the request for relief, Complainant bears the burden of proof by a preponderance of the evidence standard. 66 Pa.C.S. § 332(a); *Se-Ling Hosiery v. Margulies*, 70 A.2d 854 (Pa. 1950).

3. The Commission is authorized to establish a payment arrangement between a public utility and a customer. 66 Pa.C.S. § 1405(a).

4. Absent a change in income, the Commission shall not establish or order a public utility to establish a second or subsequent payment arrangement if a customer or applicant has defaulted on a previous payment arrangement established by a commission order or decision. 66 Pa.C.S. § 1405(d).

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<sup>8</sup> See, *Federal Register*, Vol. 87, No. 14 at 3316 (January 21, 2022), also available at: <https://aspe.hhs.gov/poverty-guidelines>.

5. A "change in income" is defined as: "A decrease in household income of 20% or more if the customer's household income level exceeds 200% of the Federal poverty level or a decrease in household income of 10% or more if the customer's household income level is 200% or less of the Federal poverty level." 66 Pa.C.S. § 1403.

6. Complainant has failed to carry her burden of proving that she is eligible for a subsequent Commission-issued payment arrangement. 66 Pa.C.S. § 1405(d).

7. If the customer defaults on a payment arrangement as a result of a significant change in circumstance, the Commission may reinstate the payment arrangement and extend the remaining term for an initial period of six months. 66 Pa.C.S. § 1405(e).

8. Complainant has failed to carry her burden of proving that she is eligible for reinstatement of the remaining term of the Commission-issued payment arrangement issued on October 5, 2017 in BCS Case No. 542951. 66 Pa.C.S. § 1405(e).

ORDER

THEREFORE,

IT IS ORDERED:

1. That the formal complaint of Terri Williams against Philadelphia Gas Works at Docket No. F-2021-3030122 is dismissed.

2. That the docket at Docket No. F-2021-3030122 be marked closed.

Date: July 25, 2022

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/s/  
Kailey B. Maguire  
Special Agent