



PHILADELPHIA GAS WORKS

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January 26, 2024

VIA ELECTRONIC MAIL ONLY

Special Agent Michael Mroczka
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
Office of Administrative Law Judge
400 North Street
Harrisburg, PA 17120

Re: Terrance Bradley v. Philadelphia Gas Works, Docket No. F-2023-3042169

Dear Special Agent Mroczka:

Enclosed please find a copy of PGW's Objections to Complainant's Late-Filed Exhibits which were filed with the Commission in the above referenced matter.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

/s/Anita J. Murray
Anita J. Murray

/awm

encl.

cc (w/encl.): Terrance Bradley via Email – tbrad1975@gmail.com

CERTIFICATE OF SERVICE

I hereby certify that I have on this day served a true and correct copy of Philadelphia Gas Works' Objections to Complainant's Late-Filed Exhibits upon the person(s) listed below in the manner indicated below in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a party).

VIA EMAIL ONLY

Terrance Bradley
tbrad1975@gmail.com

/s/ Anita J. Murray
Anita J. Murray, Esquire

Date: Jan. 26, 2024

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

| | | |
|-------------------------|---|---------------------------|
| Terrance Bradley, | : | |
| Complainant, | : | |
| v. | : | Docket No. F-2023-3042169 |
| | : | |
| Philadelphia Gas Works, | : | |
| Respondent. | : | |

**OBJECTIONS BY THE PHILADELPHIA GAS WORKS
TO COMPLAINANT’S LATE-FILED EXHIBITS**

Philadelphia Gas Works (“PGW” or “Respondent”), by and through its undersigned attorney, and pursuant to 52 Pa. Code § 5.401, hereby objects to the Late-Filed Exhibits of Complainant, Terrance Bradley (“Complainant”). PGW objects as follows:

1. Complainant filed a Formal Complaint dated August 10, 2023, with the Pennsylvania Public Utility Commission and requested a payment arrangement due to health issues suffered by him and his wife, resulting in job loss.

2. On January 4, 2024 at 10:00 a.m., the hearing was held before Special Agent Michael Mroczka in the above captioned matter, with Complainant and undersigned counsel present.

3. At the hearing, testimony was presented that Complainant was given a Commission-based payment arrangement on July 6, 2022 which was subsequently broken for non-payment.

4. At the hearing, Complainant testified, in relevant part, that he wanted another payment arrangement because he suffered a loss in income due to health issues suffered by him and his wife. He further testified that he was unable to pay his gas bills because he had to spend his income on significant repairs to the foundation of his house.

5. At the hearing, Complainant provided his wife’s medical records and an engineering report in support of his position. PGW’s counsel, Anita Murray, objected to these exhibits; the wife’s medical records were not admitted into evidence and the objections to the engineering report were held under advisement.

6. At the hearing, it was discovered that Complainant, prior to the hearing, had also attempted to serve copies of his personal medical records on Special Agent Mroczka and PGW but was unsuccessful. Additionally, Complainant wanted to submit an estimate for the foundation

repair as an exhibit.

7. Special Agent Mroczka permitted Complainant to submit and serve late-filed exhibits by January 16, 2024, with objections from PGW due on January 26, 2024.

8. On January 16, 2024, Special Agent Mroczka forwarded a copy of Complainant's late-filed exhibits to PGW's counsel as Complainant did not personally serve counsel with the same.

9. Complainant's late-filed exhibits¹ consist of:

- a. A contract between himself and Basements & Concrete dated October 5, 2022, in the amount of approximately \$9,000.00 for foundation repairs ("Contract");
- b. Undated correspondence between Charlotte Bradly and Sunlight Financial regarding her (conditional) approval for a home improvement loan in the amount of \$15,000.00, if accepted by her ("Conditional Loan Approval"); and
- c. Complainant's medical records reflecting medical treatment for various ailments from February 14, 2017 to April 20, 2023 ("Complainant's Medical Records").

10. PGW generally objects to these late-filed exhibits as Complainant failed to serve a copy on the undersigned counsel, as orally ordered by Special Agent Mroczka at the hearing. Such (in)action is highly prejudicial to PGW as it prevents PGW from viewing and investigating such evidence, from objecting to its admissibility, and from presenting any rebuttal evidence.

11. PGW further objects the incompleteness and relevancy of the Contract and its probative value is outweighed by unfair prejudice and confusion of the issues. The Contract indicates that it consists of seven (7) pages, Complainant only provided pages 1-5 and one additional page with the page number missing. The Contract is missing a page which may have very important information relevant to the claims and defenses in this matter. While the Contract is dated after the July 2022 Commission-issued payment arrangement, the Contract is only forward looking – it lists the repairs to be completed. The Contract, however, does not reflect any information demonstrating that the proposed work was actually completed and the date it was completed. The Contract does not contain any information demonstrating that the approximate \$9,000.00 repair cost was actually paid by the Complainant.

12. PGW objects to the relevancy of the Conditional Loan Approval and its probative

¹ Complainant's late-filed exhibits consisted of photographs of the documents, which, in some instances, i.e. the contract with Basements & Concrete, were extremely difficult to read.

value is outweighed by unfair prejudice and confusion of the issues. This Conditional Loan Approval is undated; there is nothing to show that this loan was made after July 6, 2022 for the purpose of paying the repair costs or being otherwise related to Complainant financial difficulties. Complainant was conditionally approved for a loan in excess of the repair costs, but there's no evidence presented demonstrating that Complainant actually accepted this loan or used this loan to pay for the repairs. Assuming the loan was accepted, Complainant actually received proceeds in excess of the repair costs, thereby making money available to pay PGW's gas bills.

13. Lastly, PGW objects to Complainant's Medical Records. For those medical records dated prior to July 6, 2022, PGW objects to their relevancy as they have no bearing on his medical issues and financial difficulties suffered post-issuance of the Commission payment arrangement. For those medical records dated after July 6, 2022, PGW objects to their relevancy as they make no indication that Complainant was unable to work as a result of these health issues; they only show that he did have some health concerns.

14. In sum, based on a review of Complainant's late-filed exhibits, there lacks any evidence that their income, and ability to pay their gas bills, was affected by the costs of repairing their house and by their health issues. For these reasons, PGW objects to the admission of Complainant's Contract, Conditional Loan Approval, and Medical Records.

15. WHEREFORE, PGW respectfully requests that Complainant's Late-Filed Exhibits not be admitted into the record.

Respectfully submitted,

/s/ Anita J. Murray

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Date: Jan. 26, 2024

Counsel for PGW