

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

Public Meeting held May 22, 2025

Commissioners Present:

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

Tamika Anderson

C-2024-3048214

v.

Philadelphia Gas Works

OPINION AND ORDER

BY THE COMMISSION:

Before the Pennsylvania Public Utility Commission (Commission) for consideration and disposition are the Exceptions (Exceptions) of Tamika Anderson (Ms. Anderson or Complainant), filed on October 30, 2024, to the Initial Decision (I.D.) of Administrative Law Judge (ALJ) F. Joseph Brady, which was issued on October 28, 2024, in the above-captioned proceeding. Reply Exceptions were filed by Philadelphia Gas Works (PGW or the Company) on April 17, 2025.¹

¹ As discussed in more detail *infra*, service of the Complainant's Exceptions upon PGW was not effectuated until April 7, 2025.

For the reasons stated below, we shall grant, in part, and deny, in part, the Exceptions and adopt the Initial Decision as it relates to Ms. Anderson’s claims of incorrect billing and reliability, safety or quality problems at the service address. However, for the reasons stated below, we shall vacate the remainder of the Initial Decision relating to Ms. Anderson’s request for a payment arrangement and require PGW to, within ten (10) days of the entry date of this Order, submit to the record information regarding the amount of Ms. Anderson’s updated outstanding account balance, including what is attributable to her Customer Assistance Program (CAP) arrearage.

Ms. Anderson shall have five (5) days from the date of PGW’s submission to file a reply or other response to the information provided by PGW.

I. History of the Proceeding

On April 5, 2024, Ms. Anderson filed a Formal Complaint (Complaint) with the Commission against PGW. In the Complaint, Ms. Anderson indicated three specific issues with PGW: (1) Ms. Anderson requested a payment arrangement; (2) Ms. Anderson alleged that there were incorrect charges on her bill; and (3) Ms. Anderson alleged that she was experiencing reliability, safety, or quality problems with her utility service. Complaint at 2. For relief, the Complainant requested, as follows: “I would like a proper bill with fair charges. I have repeatedly asked for the company to charge me at a fair and correct rate. I’ve asked that my meter be removed and a new one is placed in at my residence...” *Id.* at 3.

On April 29, 2024, PGW filed an Answer to the Complaint (Answer). In its Answer, PGW admitted, in part, and denied, in part, the allegations included in the Complaint. Answer at 1-2. PGW specifically denied there were incorrect charges on Ms. Anderson’s bill, noting that the service address “is equipped with an automatic meter reading device and the bills are based on actual meter readings.” *Id.* at 1. PGW also

averred that it had conducted a review of Ms. Anderson’s billing history and determined that the contested bills were correct as rendered. *Id.* PGW also indicated “that the Complainant has had multiple PGW-issued payment arrangements that remain unsatisfied.” *Id.* PGW requested that the Commission deny the requested relief and dismiss the Complaint. *Id.* at 2.

On May 1, 2024, the Office of Administrative Law Judge (OALJ) issued a Hearing Notice assigning this matter and scheduling a telephonic hearing for June 18, 2024. A Prehearing Order establishing the procedures applicable to the hearing was issued on May 16, 2024.

A hearing in this matter was held telephonically on June 18, 2024. Ms. Anderson appeared *pro se* and offered no exhibits for the record. PGW appeared with counsel, presented the testimony of two witnesses, and submitted six exhibits into the record.

The record in this matter closed on July 31, 2024, upon receipt of the hearing transcript. As mentioned, *supra*, the Commission issued the Initial Decision of ALJ Brady in this matter on October 28, 2024. Therein, the ALJ dismissed the Complaint, filed by Ms. Anderson against PGW.

Ms. Anderson filed timely Exceptions on October 30, 2024. However, no Certificate of Service was included with the Complainant’s filing indicating that PGW had been properly served. On April 7, 2025, the Commission issued a Secretarial Letter (*April 2025 Secretarial Letter*) in this matter stating the following:

On October 30, 2024, my office received exceptions from the Complainant, in the above captioned case. However, our review of the filing at that time revealed that no certificate of service or other indication that the Respondent to the case

was served by the Complainant. Rather than return the filing for lack of a certificate of service, the Commission found it more expeditious to serve all the parties of record with the Complainant's exceptions in order to satisfy due process.

However, by inadvertent error, the exceptions failed to be served successfully upon the Respondent on October 30, 2024. To exacerbate the situation further, my staff placed the unserved Secretarial Letter on the record of the docket with an erroneous date of service.

This Secretarial Letter now cures the unsuccessful attempt to serve the Complainant's exceptions upon the Respondent and allows the complaint case to be reviewed and finally adjudicated by the Commission. Please note that this case was included on the Commission's Public Meeting agenda for March 27, 2025, but has now been postponed to provide the Respondent with the opportunity to reply to the Complainant's exceptions.

Therefore, enclosed is a copy of the Complainant's exceptions to constitute service for purposes of 52 Pa. Code Sections 1.54. The respondent is now provided with ten (10) days from the date of this letter to file reply exceptions. Both the Complainant's exceptions and this Secretarial Letter will be placed upon the record at the above docket number.

April 2025 Secretarial Letter at 1. Per the instructions of the *April 2025 Secretarial Letter*, PGW filed timely Reply Exceptions on April 17, 2025.

II. Discussion

A. Legal Standards

1. Burden of Proof

As the proponent of a rule or order, the Complainant in this proceeding bears the burden of proof pursuant to Section 332(a) of the Public Utility Code (Code). 66 Pa.C.S. § 332(a). To establish a sufficient case and satisfy the burden of proof, the Complainant must show that PGW is responsible or accountable for the problem described in the Complaint. *Patterson v. The Bell Telephone Company of Pennsylvania*, 72 Pa. PUC 196 (1990). Such a showing must be by a preponderance of the evidence. *Samuel J. Lansberry, Inc. v. Pa. PUC*, 578 A.2d 600 (Pa. Cmwlth. 1990), *alloc. denied*, 529 Pa. 654, 602 A.2d 863 (1992). That is, the Complainant's evidence must be more convincing, by even the smallest amount, than that presented by PGW. *Se-Ling Hosiery, Inc. v. Margulies*, 364 Pa. 45, 70 A.2d 854 (1950). Additionally, this Commission's decision must be supported by substantial evidence in the record. More is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. *Norfolk & Western Ry. Co. v. Pa. PUC*, 489 Pa. 109, 413 A.2d 1037 (1980).

Upon the presentation by a 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 customer shifts to the utility. If the evidence presented by the utility is of co-equal value or "weight," the burden of proof has not been satisfied. The complainant now has to provide some additional evidence to rebut that of the utility. *Burleson v. Pa. PUC*, 443 A.2d 1373 (Pa. Cmwlth. 1982), *aff'd*, 501 Pa. 433, 461 A.2d 1234 (1983).

While the burden of going forward with the evidence 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) (*Milkie*).

2. Meter Accuracy Issues

Regarding the adjustment of a customer's bills to account for an inaccurate meter, the "tolerance standard" established by the Commission's Regulations at 52 Pa. Code § 59.22(a) states, in relevant part, that:

If, upon test of a meter, it is found to have an average error of more than 2.0% fast, the public utility shall refund to or credit the customer for the overcharge, based upon what the meter would have registered had it not been fast or slow for a period equal to 1/2 the time elapsed since the last previous test, but not to exceed 12 months or 1/2 the period of occupancy of the premises by the customer, whichever is less...

52 Pa. Code § 59.22(a).

3. High Bill Dispute

Where a complainant alleges overbilling by their utility provider, the Commission utilizes the *Waldron* rule. See *Waldron v. Phila. Elec. Co.*, 54 Pa. PUC 98 (1980) (*Waldron*). *Waldron* and its progeny hold that to establish a *prima facie* case of overbilling, the Complainant must prove, by a preponderance of the evidence: (1) that the number of occupants in the household has not changed; (2) that the potential for energy utilization was low; and (3) that the complainant's billing history shows no prior abnormalities. *Waldron; Replogle v. Pa. Elec. Co.*, 54 Pa. PUC 528 (1980). Once the

Complainant shows a *prima facie* case, the burden of proof shifts to PGW; however, the burden of persuasion never shifts and always remains with the Complainant. *Id.*

The Commonwealth Court of Pennsylvania clarified the *Waldron* rule in *Milkie*, holding:

While the rule is often explained by stating that the ratepayer must establish certain specific elements in order to make out a *prima facie* case of overbilling by a utility company, we believe this view is too restrictive. Rather, the controlling principle is that even where the utility can present evidence that it has tested the customer's meter and found it to be accurate, the customer may, nonetheless, prove his case by circumstantial evidence which would support a finding that the metered usage exceeded the actual usage. Thus, as our Supreme Court has explained, the rule operates as a device by which the complainant is protected from dismissal because of his inability to marshal *direct* proof that his meter had malfunctioned.

Milkie, 768 A.2d at 1219-20 (citing *Burleson*, 461 A.2d at 1235). (Emphasis in original).

In *Nehemiah Thomas v. PECO Energy Co.*, Docket No. C-2010-2187197 (Opinion and Order entered November 15, 2011) (*Thomas*), the Commission contemplated the types of evidence that might establish a *prima facie* case pursuant to *Waldron*:

[C]onsistent with our holding in *Charisse Bennett v. Peoples Natural Gas Co.*, Docket No. C-2009-2122979 (Order entered October 13, 2010), the *Waldron* Rule allows a complainant to establish a *prima facie* case in a "high bill" Complaint by showing that the disputed bill is abnormally high when compared to prior usage patterns and his or her pattern of usage has not changed or by providing other relevant evidence showing that the disputed bill is unreasonably high. In evaluating a "high bill" Complaint, the Commission may consider such evidence as "the billing

history of the account, any change in usage patterns (such as a change in the number of occupants residing in the household or potential energy utilization), and any other relevant facts or circumstances that come to light during the proceeding.”

Thomas at 5 (citing *Charisse Bennett v. Peoples Natural Gas Co.*, Docket No. C-2009-2122979 at 6 (Opinion and Order entered October 13, 2010)).

4. Payment Arrangements².

The Responsible Utility Consumer Protection Act (Act), 66 Pa.C.S. §§ 1401-1419, applies to consumer complaints alleging an inability to pay and requesting the Commission issue a payment arrangement. The Act imposes strict guidelines the Commission must follow in considering whether a payment arrangement can be issued, *inter alia*, as follows:

§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.

² The Commission acknowledges that the Complaint and the ALJ’s Initial Decision were based, in part, upon Chapter 14 of the Code, 66 Pa.C.S. §§ 1401-1419 (Chapter 14), and specifically 66 Pa.C.S. § 1405, which was in effect and governed the conduct at issue at the time of the conduct in question. We further note that Chapter 14 has subsequently sunset, effective December 31, 2024, according to its provisions, and is not currently in effect. Moreover, the Commission has clarified that its Regulations codified at 52 Pa. Code Chapter 56 shall remain in effect until amended. *See Sunset of Chapter 14, Title 66 of the Pennsylvania Public Utility Code*, Docket No. M-2024-3052328 (Statement of Policy entered December 24, 2024). The Commission will apply this Statement of Policy in all proceedings related to issues in Chapter 14 until further direction is provided. *Id.* at 7.

- (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:
- (1) Five years for customers with a gross monthly household income level not exceeding 150% of the Federal poverty level.
 - (2) Three years for customers with a gross monthly household income level exceeding 150% and not more than 250% of the Federal poverty level.
 - (3) One year for customers with a gross monthly household income level exceeding 250% of the Federal poverty level and not more than 300% of the Federal poverty level.

66 Pa.C.S. § 1405(a)-(b).

The Act imposes certain guidelines and limitations the Commission must follow, including which account balances cannot be subject to payment arrangements and the number of payment arrangements that may be issued. Section 1405(c) of the Code prohibits the Commission from issuing payment arrangements on CAP rates:

- (c) **Customer assistance programs.** – Customer assistance program rates shall be timely paid and shall not be the subject of payment arrangements negotiated or approved by the commission.

66 Pa.C.S. § 1405(c). The Act also states the Commission is prohibited from establishing a second or subsequent payment arrangement, absent a change in income, in the event a customer defaults on a prior payment arrangement. 66 Pa.C.S. § 1405(d). The Act allows the Commission to reinstate and extend a Commission-issued payment

arrangement on which a customer has defaulted because of a significant change in circumstances. 66 Pa.C.S. § 1405(e).

B. Initial Decision

ALJ Brady made fifteen (15) Findings of Fact and reached eight (8) Conclusions of Law. I.D. at 2-4, 7-9. The Findings of Fact and Conclusions of Law are adopted without modification unless they are either expressly or by necessary implication rejected or modified by this Opinion and Order.

In his Initial Decision, ALJ Brady dismissed the Complaint filed by Ms. Anderson, finding that: (1) the meter accuracy issues the Complainant raised were moot after replacement of her meter on May 13, 2024; and, (2) the Complainant “was unwilling to provide the income for all members of her household” and failed to provide support for her requested Commission-issued payment arrangement, and failed to prove “her gas bills are incorrect as rendered and that she is not consuming the gas she is being charged for.” I.D. at 5, 5-6, 7. ALJ Brady specifically noted that “[t]he Commission is unable to order a payment arrangement without knowing ‘the combined gross income of all adults in a residential household who benefit from the public utility service.’” *Id.* at 5 (citing 66 Pa.C.S. § 1403).

Applying *Waldron* to Ms. Anderson’s high bill complaints, ALJ Brady found the following:

In this case, the Complainant failed to establish even a *prima facie* case to support her contention of a high bill. The Complainant did not present any evidence showing that her bills are abnormally high when compared to prior usage patterns, her pattern of usage changed, or any other relevant evidence showing that the disputed bill is unreasonably high. The Complainant made general allegations during the hearing

that gas is not properly flowing through her home and that is affecting the meter, but she did not present any evidence to corroborate those claims.

I.D. at 7.

As mentioned, *supra*, ALJ Brady denied the Complaint filed by Ms. Anderson and ordered this matter be closed, concluding that the Complainant “has failed to satisfy her burden of proving that [PGW] billed her incorrectly for gas service or that she is eligible for a payment arrangement.” I.D. at 9.

C. Exceptions

At the outset, we note that the format of the Exceptions does not strictly comply with Section 5.533(b) of our Regulations, which requires that each exception be numbered and identify the finding of fact and conclusion of law to which exception is taken. 52 Pa. Code § 5.533(b). Nevertheless, recognizing that the Complainant is appearing *pro se*, we will exercise our discretion to accept the Exceptions, as filed, pursuant to Section 1.2(a) of our Regulations, and consider the merits.

The Complainant’s Exceptions consist of a single paragraph. Therein, the Complainant takes issue with the Initial Decision’s Finding of Fact Nos. 9, 10, and 12, all relating to the testing and replacement of the meter at the property.³ Exc. at 1. Additionally, Ms. Anderson includes two exhibits with the Exceptions, which are described by the Complainant as “hazard tags.” Ms. Anderson argues the tags left at her property are “... what the complainant Ms. Tamika Anderson has been attempting to get reconciled so that a proper and fair bill could be established.” *Id.*

³ See I.D. at 3.

In response, PGW argues that Ms. Anderson “neither identifies any error in fact or law contained in the Initial Decision nor demonstrates that the Initial Decision is unsupported by substantial evidence...” PGW also submits that the exhibits attached to the Exceptions “seek[] to improperly supplement the record with documentation relating to a PGW service visit that occurred months after she filed the Complaint...” and should not be included as part of the record. R. Exc. at 2. After summarizing the evidence that the Company believes supports the Initial Decision, PGW asserts that “PGW presented ample evidence to show that it is the product of unpaid bills accumulating over a period of time during which the Complainant has employed several tactics to forestall collection activity, not incorrect bills...” that have resulted in the situation that is the subject of the instant Complaint. *Id.* at 2-3.

III. Disposition

Before addressing the Exceptions, we note that any issue or Exception that we do not specifically address shall be deemed to have been duly considered and denied without further discussion. The Commission is not required to consider expressly or at length each contention or argument raised by the parties. *Consolidated Rail Corp. v. Pa. PUC*, 625 A.2d 741 (Pa. Cmwlth. 1993); *see also, generally, University of Pennsylvania v. Pa. PUC*, 485 A.2d 1217 (Pa. Cmwlth. 1984).

Initially we note that the documents attached to the Exceptions represent the Complainant’s attempt to introduce new evidence and arguments after the closing of the record in this proceeding, and we shall deny and decline to review such additional evidence. It is well-established that parties cannot introduce new evidence at the exceptions stage. *Application of Apollo Gas Co.*, 1994 Pa. PUC LEXIS, at *8-14 (Order entered February 10, 1994) (*Apollo Gas*). The exhibits attached to the Complainant’s Exceptions are introduced for the first time at this stage and are not contained in the record. Ms. Anderson’s extra-record evidence cannot be admitted into

the record at this current procedural stage of the case. Therefore, we must reject this extra-record evidence which the Complainant attempts to introduce with her Exceptions. *Apollo Gas*.

Next, regarding the Complainant's argument concerning high bills, we note the evidence in the record does not establish a *prima facie* case of overbilling, as outlined in *Waldron*. The Complainant's testimony indicated no changes in usage patterns, the number of members of her household, or any billing abnormalities. Further, we find that questions relating to the meter at the property were properly rendered moot by ALJ Brady. I.D. at 5. The record establishes that the meter at the property tested within the acceptable range established by 52 Pa. Code § 59.22(a), *supra*, and was replaced.⁴ *Id.*

Finally, we shall utilize our discretion pursuant to 52 Pa. Code § 1.2 to read Ms. Anderson's requested remedy in her Complaint, that she would like a "proper and fair bill," to include a review of the ALJ's rejection of Ms. Anderson's request for a payment arrangement. *See* I.D. at 5-6. In this regard, we find that the testimony provided by the Complainant in this matter could be read to establish an evidentiary basis for granting a Commission-issued payment arrangement. We note that ALJ Brady found in Finding of Fact No. 6 that "[t]he Complainant declined to provide her total [monthly] household income." *Id.* at 3 (citing Tr. 7, 26-27). The ALJ further concluded in the Initial Decision that "[t]he Complainant stated her [monthly] individual income ranges from \$1,000 to \$1,300, and there are two other adults with their own income, but she is unwilling to provide it." *Id.* at 5 (citing Tr. 26-27). However, the record reflects that, in

⁴ In so much as is relevant based upon the record and raised by Ms. Anderson in her Exceptions, we note that issues relating to a customer's service lines and appliances ("after the meter") are the responsibility of the customer, with the Code stating, "[a] public utility shall not be authorized or required to acquire or assume ownership of any customer's service line." *See* 66 Pa.C.S. § 1510.

response to queries and cross examination regarding her total household income, Ms. Anderson provided the following information under oath:

- The household was comprised of three adults, with no minors residing at the property. Tr. at 7.
- The Complainant believed the total household income to range “to my knowledge, between 1,000 and 1,300. But I cannot give a direct amount.” Tr. at 7.
- The Complainant had not previously been issued a Commission-issued payment arrangement and could afford a payment arrangement of \$400 a month. Tr. at 24-25.
- The Complainant believed she did not have to pay for service “that is not sufficient.” Tr. a 9, 24.
- That household income came from an individual other than Ms. Anderson, with that income ranging from \$1,000 to \$1,300 per month. Tr. at 26.
- That “[f]or today’s record, there’s income for the adult that lives in the household which I stated was a range.” Tr. at 28.

We further note that evidence submitted by PGW established that Ms. Anderson’s outstanding balance on her account was \$12,182.41 at the time of the hearing and the last completed payment on the account occurred on November 12, 2020. I.D. at 4; *see also* Tr. at 31, PGW Exh. 1.

Taking this uncontested testimony as accurate, contrary to the ALJ’s finding, we conclude that the Complainant may qualify for a Commission-issued payment arrangement. While Ms. Anderson has previously defaulted on four PGW-issued payment arrangements: two in 2019, one in 2020, and one in 2022, she has

not previously received a Commission-issued payment arrangement.⁵ See PGW Exh. 2. The established household income range of \$1,000 to \$1,300 per month would place the household between 50% and 75% of the Federal Poverty Line.⁶ The Code provides for a Commission-issued payment arrangement not to extend beyond five years for customers with a gross monthly household income level not exceeding 150% of the Federal poverty level. 66 Pa.C.S. § 1405(b)(1).

However, upon review of PGW’s Reply Exceptions and the evidentiary record in this matter, it appears that a portion of Ms. Anderson’s arrearage is a CAP arrearage. R. Exc. at 2, n. 1; see also, PGW Ex. 1; PGW Ex. 4 at 20, 46. It is unclear from the evidentiary record the amount of the CAP arrearage, with no updated figure provided by the Company or Ms. Anderson. The Commission is prohibited from establishing a payment arrangement for CAP amounts, specifically stating such amounts “**shall not** be the subject of payment arrangements negotiated or approved by the commission.” 66 Pa.C.S. §1405(c) (emphasis added). On the other hand, the Commission retains the authority to issue a payment arrangement for the non-CAP portion of a “mixed” arrearage. See *Susan Hewitt v. PECO Energy Company*, Docket No. F-2011-2273271 (Opinion and Order entered September 12, 2013) (*Hewitt*) at 10-12. However, as there is no information currently on the evidentiary record that indicates how much of Ms. Anderson’s outstanding account is attributable to the Complainant’s CAP arrearages, we are unable to definitively determine whether a Commission-issued

⁵ Ms. Anderson filed several informal complaints with the Commission’s Bureau of Consumer Services (BCS) relating to the underlying facts in this matter and requesting a payment arrangement. These informal complaints were dismissed in: BCS Case No. 3938560 on October 10, 2023; BCS Case No. 3953829 on March 19, 2024; and BCS Case No. 3969901 on April 4, 2024. See PGW Exh. 4 at 34-37, 44-46, and 48-50.

⁶ See 2024 Federal Poverty Guidelines at: <https://aspe.hhs.gov/sites/default/files/documents/7240229f28375f54435c5b83a3764cd1/detailed-guidelines-2024.pdf>.

payment arrangement is appropriate in this matter and what amount should be paid as part of any potential Commission-issued payment arrangement.

Accordingly, as the party in control of this information, PGW shall be directed to submit to the record information regarding the amount of Ms. Anderson's outstanding account balance that is attributable to her CAP arrearage. In the interest of due process, Ms. Anderson shall have five (5) days thereafter to submit any reply or response to PGW's submission.

Therefore, based upon our review of the record and applicable law, we shall grant the Exceptions, in part, deny the Exceptions, in part, and require PGW to, within ten (10) days of the entry date of this Order, to submit to the record information regarding the amount of Ms. Anderson's updated outstanding account balance, including what is attributable to her CAP arrearage.

Ms. Anderson shall have five (5) days from the date of PGW's submission to file a reply or other response to the information provided by PGW.

IV. Conclusion

Based upon our review of the record and applicable law, we shall grant the Exceptions in part, deny the Exceptions, in part, consistent with this Opinion and Order. We shall also adopt, in part, and vacate, in part, the Initial Decision of Administrative Law Judge F. Joseph Brady, issued October 28, 2024, and require Philadelphia Gas Works to, within ten (10) days of the entry date of this Order, file to the record information regarding the amount of Tamika Anderson's updated outstanding account balance, including what is attributable to her CAP arrearage. Tamika Anderson shall have five (5) days after Philadelphia Gas Works' filing to file a reply or other response; **THEREFORE,**

IT IS ORDERED:

1. That the Exceptions of Tamika Anderson, filed October 30, 2024, to the Initial Decision of Administrative Law Judge F. Joseph Brady at Docket No. C-2024-3048214, issued on October 28, 2024, are granted, in part, and denied, in part, consistent with this Opinion and Order.

2. That the Initial Decision of Administrative Law Judge F. Joseph Brady at Docket No. C-2024-3048214, issued on October 28, 2024, pertaining to the finding that the Complainant failed to establish claims of incorrect billing and reliability, safety or quality problems at the service address is adopted.

3. That the remainder of the Initial Decision of Administrative Law Judge F. Joseph Brady at Docket No. C-2024-3048214, issued on October 28, 2024, finding that the Complainant is not eligible for a Commission-issued payment arrangement, is vacated.

4. That, within ten (10) days of the entry date of this Order, Philadelphia Gas Works shall submit to the record information regarding the amount of Tamika Anderson's updated outstanding account balance, including what is attributable to her Customer Assistance Program (CAP) arrearage.

5. That Tamika Anderson shall have five (5) days from the date of Philadelphia Gas Work's submission in accordance with Ordering Paragraph 4 to file a reply or other response.

6. That the Office of Special Assistants shall review the information submitted and prepare an Opinion and Order for a future public meeting.

BY THE COMMISSION,

A handwritten signature in cursive script that reads "Matthew L. Homsher".

Matthew L. Homsher
Secretary

(SEAL)

ORDER ADOPTED: May 22, 2025

ORDER ENTERED: June 13, 2025