

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

Public Meeting held August 28, 2025

Commissioners Present:

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

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.

On June 13, 2025, the Commission issued an Opinion and Order addressing portions of the Complainant's Exceptions regarding incorrect billing and reliability,

safety, or quality problems at the service address and requiring PGW to file information to the record in the proceeding. (*June 2025 Order*). Pursuant to the *June 2025 Order*, PGW filed exhibits showing the portion of Ms. Anderson’s arrearage attributable to the Customer Assistance Program (CAP) on June 23, 2025. Ms. Anderson filed a letter replying to PGW’s filing and addressing the status of her case on June 30, 2025.

Upon review of the supplemental information filed to the record, we shall address the question remaining from our *June 2025 Order* and consider whether the Complainant has met her burden of showing she is eligible for a Commission-issued payment arrangement.

For the reasons stated below, we shall deny the Exceptions as they relate to Ms. Anderson’s request for a Commission-issued payment arrangement. In so doing, we affirm the Initial Decision of ALJ Brady as it relates to the denial of a Commission-issued payment arrangement, and dismiss the Formal Complaint filed by Ms. Anderson on April 5, 2024.

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. 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." 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. PGW indicated "that the Complainant has had multiple PGW-issued payment arrangements that remain unsatisfied." PGW requested that the Commission deny the requested relief and dismiss the Complaint. Answer at 1-2.

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, *inter alia*, that the Commission was

curing the inadvertent error of the Exceptions not being served successfully on the Respondent and giving ten (10) days from the date of the letter for the filing of Reply Exceptions. *April 2025 Secretarial Letter* at 1. Per the instructions of the *April 2025 Secretarial Letter*, PGW filed timely Reply Exceptions on April 17, 2025.

On June 13, 2025, the Commission issued the *June 2025 Order* requiring PGW to, within ten (10) days of the entry date of the Order, submit to the record information regarding the amount of Ms. Anderson's updated outstanding account balance, including what is attributable to her CAP arrearage. *June 2025 Order* at 2. Ms. Anderson was permitted five (5) days to file a reply or response to the information provided by PGW. *Id.* The *June 2025 Order* dismissed the Exceptions of Ms. Anderson as they related to claims of incorrect billing and reliability, safety, or quality problems at the service address. *June 2025 Order* at 13.

On June 23, 2025, PGW filed an additional exhibit (*PGW Exhibit 7*) showing Ms. Anderson's current arrearage of \$13,793.57, and stating that \$4,868.39 of that amount was attributable to her CAP balance. *PGW Exhibit 7* at 3.

Ms. Anderson filed a response letter on June 30, 2025.¹

¹ While we note that Ms. Anderson's June 30, 2025, letter is untimely, the Commission is cognizant of its discretion pursuant to 52 Pa. Code § 1.2(a) and shall utilize this discretion to consider the letter and its contents in relation to *PGW Exhibit 7*. Importantly, we find the untimeliness of the letter does not impact the substantive rights of the Parties to this matter and that consideration would allow for the "just, speedy and inexpensive determination" of this proceeding. 52 Pa. Code §1.2(a).

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*, 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. 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.
- (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

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.

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; (2) the Complainant “was unwilling to provide the income for all members of her household;” (3) failed to provide support for her requested Commission-issued payment arrangement; and (4) 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).

As referenced, *supra*, the Commission’s *June 2025 Order* addressed and denied Ms. Anderson’s claims regarding incorrect billing and reliability, safety, or quality problems at the service address. *June 2025 Order* at 13. Therefore, in this Opinion and Order, we shall address the sole outstanding issue in this matter, *i.e.* whether

Ms. Anderson has proven that she is eligible for a Commission-issued payment arrangement for her non-CAP account arrearage.⁴

As referenced in our *June 2025 Order*, the Commission utilizes its discretion pursuant to 52 Pa. Code § 1.2 to read Ms. Anderson's request in her Exceptions, 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. However, upon review of PGW's Reply Exceptions and the evidentiary record in this matter for our *June 2025 Order*, it appeared that a portion of Ms. Anderson's arrearage consisted of a CAP arrearage. R. Exc. at 2, n. 1; *see also* PGW Exh. 1; PGW Exh. 4 at 20, 46. Accordingly, in our *June 2025 Order*, we required PGW submit additional evidence regarding the amount of Ms. Anderson's arrearage and the amount of any arrearage attributable to CAP arrearages. *June 2025 Order* at 16. Per the requirements of this Order, PGW has submitted *PGW Exhibit 7*. In response to *PGW Exhibit 7*, Ms. Anderson has filed a letter. Both filings are addressed below.

Given the evidentiary questions noted in our *June 2025 Order* and the requirement in that Order that PGW submit supplemental evidence to address those questions, we believe good cause exists to reopen the record of this proceeding to allow for consideration of this supplemental evidence. *See* 52 Pa. Code §5.431(b). For this reason, the Commission shall, on its own motion, reopen the record of this proceeding for the limited purpose of reviewing the evidence submitted by PGW, the letter response

⁴ 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*.

filed by Ms. Anderson, and addressing the Complainant's request for a Commission-issued payment arrangement.

PGW Exhibit 7 includes a two-page Statement of Account for Ms. Anderson's PGW account and a one-page affidavit of Jessica Antonetti, a Customer Review Unit Officer who served as PGW's witness at the hearing in this matter. *PGW Exhibit 7* shows a total arrearage of \$13,739.57 for Ms. Anderson's account. *PGW Exhibit 7* at 1-2. Per the affidavit of Jessica Antonetti, \$4,868.39 of that total amount is attributable to CAP arrearages. *Id.* at 3. Removing the CAP arrearage from the total arrearage leaves a balance of \$8,925.18 that may be eligible for a Commission issued payment arrangement pursuant to *Hewitt*.⁵

Ms. Anderson's response to the filing of *PGW Exhibit 7* is a one-page typewritten letter (*Anderson Letter*). The *Anderson Letter* does not directly address the information included in *PGW Exhibit 7*. Instead, Ms. Anderson airs her concerns with "the situation regarding Philadelphia Gas Works as well as the P.U.C...." *Anderson Letter* at 1. Ms. Anderson asks the Commission "to please view the consumer's concerns and address them fairly and properly..." *Id.*

Upon review of the position of the parties and in light of the record established in this case, we find that Ms. Anderson has failed to satisfy her burden of proving that she is entitled to a Commission-issued payment arrangement.

The decision on whether to direct a utility to provide a payment arrangement for a customer often has many variables. On the one hand, utilities are entitled to be compensated for the service they provide. On the other hand, utility customers have a right to safe and reliable utility service at just and reasonable rates. A

⁵ See *Susan Hewitt v. PECO Energy Company*, Docket No. F-2011-2273271 (Opinion and Order entered September 12, 2013).

payment arrangement helps balance these two sometimes competing interests. However, the Commission must reconcile two competing goals: providing an individual customer with an opportunity to retain service versus insulating the overall utility customer base from the harm of undue costs. There is no brightline test when balancing these two competing interests. Rather, the Commission must be guided by the ultimate public interest.

The record in this case is complex. Ms. Anderson has never received a Commission- issued payment arrangement. Therefore, the Commission can direct PGW to provide her with one. Often times, a payment arrangement is the best way for a customer to repay arrears. However, we highlight that PGW has provided Ms. Anderson with several Company-issued payment arrangements which she has not kept. Furthermore, the record evidence demonstrates that, as of the time of the hearing, Ms. Anderson had not made a payment on her account for more than five years. Ms. Anderson did attempt to make four payments during those five years by check, but each check was subsequently returned. Following her hearing with ALJ Brady, Ms. Anderson made two cash payments totaling over \$700.⁶ In addition, Ms. Anderson has been in and out of PGW's CAP during this time.

As a result, whether or not to grant Ms. Anderson a Commission issued payment arrangement is a difficult decision. On balance, in this case, we find that Ms. Anderson's history of failure to make payments leads us to the determination that she should not be afforded a Commission-issued payment arrangement. While Ms. Anderson has recently made two cash payments to PGW, she did not make any payments during the previous five years and has accrued an arrearage of over \$13,000. We believe it is in the public interest to deny her request and uphold the underlying

⁶ Specifically, Ms. Anderson made a payment of \$545.00 on July 1, 2024 and another payment of \$170.00 on July 29, 2024. $\$545 + \$170 = \$715$. See *PGW Exhibit 7* at 1.

Initial Decision in order to protect PGW's overall customer base from the risk and harm of undue costs.

IV. Conclusion

Based upon our review of the record and applicable law, and as a matter within our discretion, we shall deny the Exceptions remaining before the Commission, consistent with this Opinion and Order. We shall also uphold and affirm the Initial Decision of Administrative Law Judge F. Joseph Brady, issued on October 28, 2024, as it relates to the Complainant's request for a Commission-issued payment arrangement and dismiss the Formal Complaint of Tamika Anderson filed April 5, 2024; **THEREFORE,**

IT IS ORDERED:

1. That the remaining 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 denied, 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, finding that the Complainant is not eligible for a Commission-issued payment arrangement, is affirmed and upheld, consistent with this Opinion and Order.

3. That the Formal Complaint filed by Tamika Anderson on April 5, 2024, against Philadelphia Gas Works, at Docket No. C-2024-3048214, is denied and dismissed, consistent with this Opinion and Order.

4. That this matter be marked closed.

BY THE COMMISSION

A handwritten signature in black ink, reading "Matthew L. Homsher". The signature is written in a cursive style with a large initial "M".

Matthew L. Homsher
Secretary

(SEAL)

ORDER ADOPTED: August 28, 2025

ORDER ENTERED: September 9, 2025