

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Shawn Mathis

v.

Philadelphia Gas Works

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C-2024-3052143

INITIAL DECISION

Before
Christopher P. Pell
Deputy Chief Administrative Law Judge

INTRODUCTION

This Initial Decision denies the Formal Complaint filed by Shawn Mathis against Philadelphia Gas Works (PGW) because the Complainant failed to meet his burden of demonstrating that he is eligible to a second Commission-issued payment agreement or an extension of his previous payment arrangement. This Initial Decision also finds that the Complainant failed to meet his burden of demonstrating that PGW improperly issued him a service termination notice, or that PGW’s termination notice did not adhere to the regulations regarding the contents of termination notices at 52 Pa. Code § 56.91.

HISTORY OF THE PROCEEDING

On November 18, 2024, Shawn Mathis (Complainant) filed a Formal Complaint (Complaint) with the Pennsylvania Public Utility Commission (Commission)

against Philadelphia Gas Works (Respondent or PGW). The Complaint alleges that PGW is threatening to shut off his service or has already shut off his service, and that he would like a payment agreement.

On December 9, 2024, the Respondent filed an Answer in which it denied the material allegations of fact and conclusions of law in the Complaint. The Respondent requested that the Complaint be dismissed.

On December 19, 2024, a Call-In Telephone Hearing Notice was served on the parties scheduling an initial telephonic hearing on March 13, 2025, at 10:00 a.m. and the case was assigned to me.

On December 23, 2024, a Prehearing Order was served on the parties which reminded the parties of the date and time of the hearing. The Prehearing Order also stated the potential consequences if a party failed to appear at the hearing. Additionally, the Prehearing Order informed the parties about the applicable procedural rules, and again included the procedure to follow for hearing continuances.

By Interim Order dated March 6, 2025, I granted the Complainant's Motion for Continuance of the March 13, 2025, hearing.

On March 7, 2025, a Cancelled/Rescheduled Initial Telephonic Hearing Notice was served on the parties scheduling an initial telephonic hearing on May 6, 2025, at 10:00 a.m.

On March 7, 2025, a Prehearing Order was served on the parties which reminded the parties of the date and time of the hearing. The Prehearing Order again stated the potential consequences if a party failed to appear at the hearing. Additionally,

the Prehearing Order informed the parties about the applicable procedural rules, and again included the procedure to follow for hearing continuances.

On May 1, 2025, PGW filed a Motion to Continue with the Commission requesting that the hearing be rescheduled to afford the Complainant additional time to make arrangements to effectuate settlement. PGW indicated that the Complainant agreed with the Motion.

On May 5, 2025, a Cancelled/Rescheduled Initial Telephonic Hearing Notice was served on the parties rescheduling the initial telephonic hearing for June 23, 2025, at 10:00 a.m.

The hearing convened as scheduled on June 23, 2025. The Complainant appeared *pro se* and testified. The Respondent appeared and was represented by Tracy Tripp, Esq., who presented the testimony of David Kauffman, a PGW Customer Review Officer. The Respondent offered four exhibits which were all admitted into the record of this proceeding. (PGW Exhs. 1-4).

The record closed on July 1, 2025, the date the transcript was filed with the Commission.

FINDINGS OF FACT

1. The Complainant in this case is Shawn Mathis.
2. The Respondent in this case is Philadelphia Gas Works.
3. The Complainant resides at 6643 Marsden Street, Philadelphia, PA 19135 (service address). Tr. 8.

4. On August 6, 2024, the Complainant received a Commission-issued payment arrangement. Tr. 9, 30; PGW Exh. 1.

5. The Complainant defaulted on his Commission-issued payment arrangement. Tr. 10, 30; PGW Exh. 1.

6. At the time the Complainant received the Commission-issued payment arrangement he was living alone at the service address. Tr. 11.

7. At the time of his Commission-issued payment arrangement, the Complainant's gross monthly income was approximately \$3,000. Tr. 11-12.

8. The Complainant's current gross monthly income is approximately \$5,000, and he resides alone at the service address. Tr. 12, 32-33.

9. On an undisclosed date, PGW issued a termination notice to the Complainant which provided the reason for termination as well as steps that he could follow to avoid termination. Tr. 12-13.

10. PGW never terminated the Complainant's gas service. Tr. 12.

11. The Complainant's balance at the time of the hearing totaled \$7,236.57. Tr. 26.

DISCUSSION

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 a rule or order, Complainant has the burden of proof in this matter pursuant to 66 Pa.C.S. § 332(a).

To establish a sufficient case and satisfy the burden of proof, Complainant must show that the Respondent public utility is responsible or accountable for the problem described in the Complaint. *Patterson v. Bell Tel. Co. of Pa.*, 72 Pa.P.U.C. 196 (1990), *Feinstein v. Phila. Suburban Water Co.*, 50 Pa.P.U.C. 300 (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). That is, by presenting evidence more convincing, by even the smallest amount, than that presented by the other party. *Se-Ling Hosiery v. Margulies*, 70 A.2d 854 (Pa. 1950). Additionally, any finding of fact necessary to support the Commission's adjudication must be based upon substantial evidence. 2 Pa.C.S. § 704; *Mill v. Pa. Pub. Util. Comm'n*, 447 A.2d 1100 (Pa. Cmwlth. 1982); *Edan Transp. Corp. v. Pa. Pub. Util. Comm'n*, 623 A.2d 6 (Pa. Cmwlth. 1993). 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. 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. 1960); *Murphy v. Pa. Dep't of Pub. Welfare, White Haven Ctr.*, 480 A.2d 382 (Pa. Cmwlth. 1984).

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. 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), *aff'd*, 461 A.2d 1234 (Pa. 1983).

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).

Payment Agreement

Regarding payment agreements, it is important to note that Chapter 14 of the Public Utility Code, 66 Pa.C.S. §§ 1401-1419 (Chapter 14), was in effect and governed the conduct at issue at the time of the conduct in question in this matter. Chapter 14 subsequently sunset, effective December 31, 2024, according to its provisions, and is not currently in effect. However, the Commission recently addressed the sunset of Chapter 14, in pertinent part, as follows:

Thus, it is the Commission's present view and statement of policy herein that all final orders issued pursuant to Chapter 14 of the Code remain in effect and are enforceable by the Commission unless reversed on appeal or amended by the Commission after notice and opportunity to be heard. 66 Pa.C.S. § 703(e), (g).

Additionally, with regard to the provision of payment arrangements, and without prejudging any future matters that may come before us, the Commission will maintain its application of the four-tiered process establishing the length of payment arrangements currently articulated in Chapter 14. This includes principles provided in Section 1405(b) and the relevant definitions of "change in income" and "significant change in circumstance" as provided in Section 1403 of the Code, 66 Pa.C.S. §§ 1403, 1405(b).

Sunset of Chapter 14, Title 66 of the Pennsylvania Public Utility Code, Docket No. M-2024-3052328 at 3-4 (Statement of Policy entered Dec. 24, 2024). Accordingly, the provisions of Chapter 14 will be applied here.

The Complainant has asked for a Commission-issued payment arrangement. Since the Complainant already received and defaulted on a Commission-issued payment arrangement, a determination must be made regarding his eligibility for a second Commission-issued payment arrangement. Chapter 14 provides that “[a]bsent 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.” 66 Pa.C.S. § 1405(d). A “change in income” is defined at 66 Pa.C.S. § 1403 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.”

Chapter 14 also allows for an extension by six months of a payment arrangement in default if the default was a result of a significant change in circumstance. 66 Pa.C.S. § 1405(e). A “significant change in circumstance” is defined as any of the following circumstances which are experienced by customers with household income less than 300% of the Federal poverty level:

- (1) The onset of a chronic or acute illness resulting in a significant loss in the customer's household income.
- (2) Catastrophic damage to the customer's residence resulting in a significant net cost to the customer's household.
- (3) Loss of the customer's residence.

- (4) Increase in the customer's number of dependents in the household.

66 Pa.C.S. § 1403.

The record reflects that the Complainant has received and defaulted on a Commission-issued payment arrangement. The record further reflects that the Complainant is not eligible to a second Commission-issued payment arrangement because he has actually experienced an increase in income since he was awarded his first Commission-issued payment arrangement. Although the Complainant testified that his gross monthly income has decreased since he received his Commission-issued payment arrangement, he did not offer anything to corroborate his testimony to show what his income was at the time of the hearing. Tr. 12. Moreover, PGW's witness offered credible testimony demonstrating that the Complainant's gross monthly income has actually increased from \$3,000 to \$5,000, a point which the Complainant did not challenge. Tr. 32-33.

Lastly, there is nothing in the record to indicate that the Complainant defaulted on his prior Commission-issued payment arrangement due to a significant change in circumstances that would warrant a six-month extension of his payment arrangement. Accordingly, since the Complainant is not eligible for a second Commission-issued payment arrangement, or for an extension of his prior Commission-issued payment arrangement, the Complainant's Complaint in this regard is denied.

Termination Notice

The Complainant also indicated that on an undisclosed date PGW issued him a termination notice. Although the Complainant did not present a copy of this termination notice for my consideration, he did testify that the notice he received advised

him of steps he could follow to avoid termination. Tr. 12-13. The Complainant further testified that PGW never terminated his gas service. Tr. 12. Based on the limited testimony provided by the Complainant, the Complainant did not meet his burden of demonstrating that PGW improperly issued him a termination notice, or that the contents of the notice issued failed to meet the notice requirements set out in 52 Pa. Code § 56.91.

As such, the Complainant's Complaint is denied in its entirety.

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the parties to and subject matter of this proceeding. 66 Pa.C.S. § 701.
2. Pursuant to 66 Pa.C.S. § 332(a), 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 Transp. Corp. v. Pa. Pub. Util. Comm'n*, 623 A.2d 6 (Pa. Cmwlth. 1993); 2 Pa.C.S. § 704.
4. The Commission will maintain its application of the four-tiered process establishing the length of payment arrangements currently articulated in Chapter 14. This includes principles provided in Section 1405(b) and the relevant definitions of "change in income" and "significant change in circumstance" as provided in Section 1403 of the Code, 66 Pa.C.S. §§ 1403, 1405(b). *Sunset of Chapter 14, Title 66 of the Pennsylvania Public Utility Code*, Docket No. M-2024-3052328 (Statement of Policy entered Dec. 24, 2024).

5. 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. 66 Pa.C.S. § 1405(d).

6. "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.

7. Section 1405(e) of the Public Utility Code allows for an extension by six months of a payment arrangement in default if the default was a result of a significant change in circumstance. 66 Pa.C.S. § 1405(e).

8. "Significant change in circumstance" is defined as any of the following circumstances which are experienced by customers with household income less than 300% of the Federal poverty level: 1) the onset of a chronic or acute illness resulting in a significant loss in the customer's household income; 2) catastrophic damage to the customer's residence resulting in a significant net cost; 3) loss of the customer's residence; and 4) increase in the customer's number of dependents in the household. 66 Pa.C.S. § 1403.

9. The Complainant failed to sustain his burden of demonstrating that he should receive a second Commission-issued payment arrangement or an extension of his previous payment arrangement. 66 Pa.C.S. § 332(a).

10. The Complainant failed to sustain his burden of establishing that PGW improperly issued him a service termination notice and also failed to demonstrate that PGW's termination notice did not adhere to the regulations regarding the contents of termination notices at 52 Pa. Code § 56.91.

