

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Ronald Crawford	:	
	:	
v.	:	C-2025-3055235
	:	
Philadelphia Gas Works	:	

**INITIAL DECISION**

Before  
Michael J. Mroczka  
Special Agent

**INTRODUCTION**

This Initial Decision sustains the Formal Complaint of a gas service customer because Complainant has met his burden of proving he is eligible for a Commission-issued payment arrangement.

**HISTORY OF THE PROCEEDING**

On May 19, 2025, Ronald Crawford (Complainant or Mr. Crawford) filed a Formal Complaint (Complaint) with the Pennsylvania Public Utility Commission (Commission) against Philadelphia Gas Works (PGW, Company or Respondent).<sup>1</sup> Mr.

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<sup>1</sup> The Complaint is a timely appeal from the determination of the Commission's Bureau of Consumer Services (BCS), at BCS No. 4047515, which dismissed Complainant's informal complaint. Compl. ¶ 7. While it does not seem that Mr. Crawford filed an appeal form, the Formal Complaint was filed within 20 days of the

Crawford checked the box on the Complaint form requesting a Commission-issued payment arrangement. Under “Other” Complainant wrote:

I defaulted on a payment agreement due to loss of hours and eventually loss of income. I’m currently working and would like a new payment arrangement so I can pay what I owe. The agreement was over a year old, and I was informed by PGW that agreements were only good for a year. When I was denied a new payment agreement, I filed an informal complaint with the PUC, but that complaint was denied because the PUC gave me a payment arrangement in 2015 that I defaulted on. I'm not sure what happened 10 years ago and how my services weren't interrupted....

Compl. ¶ 4. For relief, Complainant requested that his “services to remain on (due to [him] having medical challenges that include diabetes and hypertension), and [he would] like a new payment agreement so that [he] can repay the money that [he] owe[s] PGW.”

Compl. ¶ 5.

On June 9, 2025, PGW filed its Answer to the Formal Complaint, which admitted in part and denied in part various material allegations of the Complaint. PGW requested the Complaint be dismissed.

By Hearing Notice dated June 20, 2025, an Initial Call-In Telephonic Hearing was scheduled for August 12, 2025, at 10:00 a.m., and the matter was assigned to me.

A Prehearing Order was issued on June 20, 2025, reminding the parties of the date and time of the scheduled hearing and informing them of the procedures applicable to this proceeding.

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issuance of the BCS decision. *See* 52 Pa. Code § 56.172. A timely BCS appeal is subject to *de novo* review. 52 Pa. Code § 56.173(a).

On August 12, 2025, the hearing convened as scheduled. The Complainant appeared *pro se*, testified on his own behalf, and offered no exhibits for the record. Tracy Tripp, Esquire, appeared on behalf of PGW and presented the testimony of one witness, David Kauffman, a customer review officer for PGW. Mr. Kauffman sponsored the following exhibit, which was admitted into the record over Mr. Crawford's objection:

PGW Exhibit 3 – Opening and Closing of BCS case 4047515

During the hearing, PGW was permitted to file a late-filed exhibit, to provide an updated account statement. By email on August 12, 2025, PGW supplied PGW late-filed exhibits 1 and 2 (hereinafter, PGW Ex. 1 and PGW Ex. 2). Mr. Crawford did not object to the admission of the late-filed exhibits. Therefore, the late-filed exhibits will be admitted in the Ordering Paragraphs below.

The record closed on August 5, 2025, upon the filing of the 43-page transcript with the Commission.

### FINDINGS OF FACT

1. The Complainant is Ronald Crawford, who resides at 7327 Rockwell Avenue, 1<sup>st</sup> Floor, Philadelphia, PA, 19111 (Service Address). Tr. 6.
2. The Respondent is Philadelphia Gas Works, a jurisdictional public utility, which provides gas service to Complainant at the Service Address.
3. Complainant lives alone at the Service Address. Tr. 8.

4. Complainant has a gross monthly household income of \$6,240.<sup>2</sup> Tr. 9-11.
5. Complainant's income and household size place him above 300% of the Federal poverty level. Tr. 9-11.<sup>3</sup>
6. Complainant's total arrearage at the time of the hearing was \$4,674.12. Tr. 17; PGW Ex. 1, 2.
7. Complainant's payment history from April 2015 through November 2023 were not provided for the record. *See* PGW Exs. 1, 2.
8. PGW was unable to provide a copy of the April 2015 PAR due to the age of the agreement. *See* Tr. 26-27.
9. PGW received the confirmation and number for the April 2015 PAR from the BCS Decision, which was appealed by the filing of this Formal Complaint. Tr. 32; PGW Ex. 3.
10. Prior to the hearing, Complainant made a \$500 payment towards his PGW arrearage. Tr. 8, 18.

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<sup>2</sup> Complainant works two jobs. For the first job, he makes \$26/hr. for 40 hours per week. For the second job, he makes \$40/hr. for 10 hours per week. Tr. 9-11. ( $\$26 \times 40 = \$1040/\text{wk}$ .  $\$1040 \times 52 \text{ wks} = \$54,080$ ) ( $\$40 \times 10 = \$400/\text{wk}$ .  $\$400 \times 52 \text{ wks} = \$20,800$ ) ( $\$54,080 + \$20,800 = \$74,880$ ) ( $\$74,880 \div 12 \text{ mo.} = \$6,240/\text{mo.}$ ).

<sup>3</sup> *See* Federal poverty guidelines, 90 Fed. Reg. 5917 (Jan. 17, 2025); <https://aspe.hhs.gov/sites/default/files/documents/dd73d4f00d8a819d10b2fdb70d254f7b/detailed-guidelines-2025.pdf>

## DISCUSSION

Section 332(a) of the Public Utility Code provides that the party seeking relief from the Commission has the burden of proof. 66 Pa.C.S. § 332(a). As a matter of law, a complainant must show that the named utility is responsible or accountable for the problem described in the complaint in order to prevail. *Patterson v. Bell Tel. Co. of Pa.*, 72 Pa.P.U.C. 196 (Opinion and Order entered Feb. 8, 1990); *Feinstein v. Phila. Suburban Water Co.*, 50 Pa.P.U.C. 300 (Opinion and Order entered Oct. 6, 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). A complainant can meet that burden if he presents evidence more convincing, by even the smallest amount, than that evidence presented by respondent. *Se-Ling Hosiery v. Margulies*, 70 A.2d 854 (Pa. 1950). The offense must be a violation of the Public Utility Code (Code), a Commission Regulation or Order, or a violation of a Commission-approved tariff. 66 Pa.C.S. § 701.

The decision of the Commission must be supported by substantial evidence. 2 Pa.C.S. § 704. “Substantial evidence” is such relevant evidence that 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); *Erie Resistor Corp. v. Unemployment Comp. Bd. of Rev.*, 166 A.2d 96 (Pa. Super. 1961); *Murphy v. Pa. Dep't of Pub. Welfare, White Haven Cntr.*, 480 A.2d 382 (Pa. Cmwlth. 1984).

If a complainant establishes a *prima facie* case, the burden of going forward with the evidence shifts to the utility. If a utility does not rebut that evidence, the complainant will prevail. If the utility rebuts the complainant's evidence, the burden of going forward with the evidence shifts back to the complainant, who must rebut the utility's evidence by a preponderance of the evidence. The burden of going forward with the evidence may shift from one party to another, but the burden of proof never shifts; it

always remains on the complainant. *Milkie v. Pa. Pub. Util. Comm'n*, 768 A.2d 1217 (Pa. Cmwlth. 2001); *see also*, *Burleson v. Pa. Pub. Util. Comm'n*, 443 A.2d 1373 (Pa. Cmwlth. 1982).

Having produced sufficient evidence to establish legal sufficiency of a claim, the party with the burden of proof must also carry the burden of persuasion to be entitled to a favorable ruling. *See Moore v. Nat'l Fuel Gas Distrib.*, Docket No. C-2014-2458555 (Final Order entered Aug. 25, 2015) (*Moore*). It is entirely possible for a party to carry the burden of production but not be entitled to a favorable ruling because the party did not carry the burden of persuasion. *See Moore*. In determining whether a complainant has met the burden of persuasion, the fact-finder may engage in determinations of credibility, may accept or reject testimony of any witness in whole or in part, and may accept or reject inferences from the evidence. *See Moore* (citing *Suber v. Pa. Comm'n on Crime & Delinquency*, 885 A.2d 678 (Pa. Cmwlth. 2005)).

### **Payment Arrangement**

Complainant requests a Commission-issued payment arrangement. Prior to sunset, the Responsible Utility Customer Protection Act, 66 Pa.C.S. §§ 1401–1419 (Chapter 14), applied to complaints alleging inability to pay and requesting a Commission-issued payment arrangement. This law provided strict guidelines that the Commission had to follow when determining whether a payment arrangement could be issued and the length of the payment arrangement. Chapter 14 has sunset, effective December 31, 2024, and is not currently in effect.

However, in its Statement of Policy entered December 24, 2024, the Commission 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 Dec. 24, 2024)

(*Statement of Policy*). With regard to the provision of payment arrangements, the Commission explained that it will maintain its application of the four-tiered process establishing the length of payment arrangements previously articulated in Chapter 14. *Id.* at 4. In particular, the Commission's *Statement of Policy* states that the principles of Section 1405 and definitions of Section 1403 will continue after the expiration of Chapter 14 on December 31, 2024. *Id.* at 5.

As Chapter 14 required, the length of time for a customer to resolve an unpaid balance 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.
- (4) Six months for customers with a gross monthly household income level exceeding 300% of the Federal poverty level.

*Statement of Policy* at 4 (citing 66 Pa.C.S. § 1405(b)).

If the Commission has not previously ordered a payment arrangement for a complainant, the Commission has the authority to establish a payment arrangement on a complainant's arrearages within the strict guidelines previously set forth in 66 Pa.C.S. § 1405(b), as stated above. Mr. Crawford's gross monthly household income of \$6,240 for

a household size of one place him above 300% of the Federal poverty level.<sup>4</sup> Tr. 9-11; *see n. 2, supra*. Therefore, pursuant to the *Statement of Policy*, absent any other restrictions, Mr. Crawford would be eligible for a six-month payment arrangement under 66 Pa.C.S. § 1405(b)(4).

### **Second or Subsequent Payment Arrangement**

If the Commission has not previously ordered a payment arrangement for a complainant, the Commission has the authority to establish a payment arrangement, pursuant to 66 Pa.C.S. § 1405(a), on a complainant's arrearages within the strict guidelines set forth in 66 Pa.C.S. § 1405(b), as stated above. However, Chapter 14, as followed by the *Statement of Policy*, restricts the Commission from issuing a second or subsequent payment arrangement if a customer defaulted on a previous Commission-issued payment arrangement. The Code addresses second or subsequent payment arrangements as follows:

**(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). “Change in income” is defined by the Code 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

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<sup>4</sup> See Federal poverty guidelines, 90 Fed. Reg. 5917 (Jan. 17, 2025); <https://aspe.hhs.gov/sites/default/files/documents/dd73d4f00d8a819d10b2fdb70d254f7b/detailed-guidelines-2025.pdf>

the customer's household income level is 200% or less of the Federal poverty level." 66 Pa.C.S. § 1403.

PGW argues that Mr. Crawford defaulted on a prior Commission-issued payment arrangement. To support its argument, PGW presents the opening and closing documents BCS generated as a result of Complainant's informal complaint at BCS No. 4047515 and the testimony of Mr. Kauffman. PGW Ex. 3; Tr. 18, 22-29.

However, PGW's reliance on the BCS documents is problematic for two reasons. First, this Complaint is an appeal of the informal complaint at BCS No. 4047515, which is a *de novo* review of said informal complaint. 52 Pa. Code § 56.173(a). *De novo* means that this proceeding is "anew" and without regard to the BCS decision or the conclusions of BCS. Therefore, there is no part of the record in the informal proceeding that can be relied upon in the formal proceeding. *See Jones v. PPL Elec. Utils. Corp.*, Docket No. F-2019-3012336 (Final Order entered Aug. 14, 2020); *Thorpe v. Phila. Gas Works*, Docket No. F-2019-3007338 (Final Order entered Aug. 29, 2019). Second, the conclusions in the BCS complaint lack reliability. There is no evidence on the record that explains who supplied the information relied upon by BCS in making its decision. Therefore, PGW's Exhibit 3, though entered into the record, will not be relied upon in making my decision.

That leaves the testimony of Mr. Kauffman. Mr. Kauffman testified that Complainant has had a prior Commission-issued payment arrangement entered into on April 6, 2015. Tr. 18, 22. Mr. Kauffman states that the April 2015 PAR broke in August 2016 due to two missed payments. Tr. 23. Mr. Kauffman states that Mr. Crawford's balance has not reached zero since the April 2015 PAR defaulted. Tr. 19. However, PGW did not provide account statements or other documentary evidence of Mr. Crawford's account between April 2015 and November 2023. *See* PGW Exs. 1, 2. Further, PGW was unable to provide a copy of the April 2015 PAR due to the age of the

agreement. *See* Tr. 26-28. Notably, Mr. Kauffman, was only able to provide the BCS Number for the April 2015 PAR by reviewing the appealed BCS complaint, which, as stated above, will not be relied on here. *See* Tr. 28. Finally, I note that Complainant's own knowledge of the April 2015 PAR seems to stem from the appealed BCS complaint. *See* Tr. 12-13.

Therefore, even assuming that there was indeed an April 2015 PAR, given the age of said PAR and the fact that PGW either could not or did not provide sufficient information due to the age, it seems unfitting to treat it as a defaulted previous payment arrangement under 66 Pa.C.S. § 1405(d), as followed by the *Statement of Policy*. Accordingly, I will grant Mr. Crawford's request for a Commission-issued payment arrangement based on the eligibility explained above.

#### CONCLUSIONS OF LAW

1. This Commission has jurisdiction over the parties to and subject matter of this case. 66 Pa.C.S. § 701.
2. The burden of proof in this proceeding is upon the Complainant. 66 Pa.C.S. § 332(a).
3. The Commission is authorized to establish a payment arrangement between a public utility and a customer. *Sunset of Chapter 14, Title 66 of the Pennsylvania Public Utility Code*, Docket No. M-2024-3052328 (Statement of Policy entered Dec. 24, 2024) (citing 66 Pa.C.S. § 1405(a)).
4. In determining whether a complainant has met the burden of persuasion, the fact-finder may engage in determinations of credibility, may accept or reject testimony of any witness in whole or in part, and may accept or reject inferences

from the evidence. *See Moore v. Nat'l Fuel Gas Distrib.*, Docket No. C-2014-2458555 (Final Order entered Aug. 25, 2015) (citing *Suber v. Pa. Comm'n on Crime & Delinquency*, 885 A.2d 678 (Pa. Cmwlth. 2005)).

5. A timely appeal of a Bureau of Consumer Services decision is subject to *de novo* review. 52 Pa. Code § 56.173(a).

6. *De novo* means that this proceeding is “anew” and without regard to the BCS decision or the conclusions of BCS. Therefore, there is no part of the record in the informal proceeding that can be relied upon in the formal proceeding. *See Jones v. PPL Elec. Utils. Corp.*, Docket No. F-2019-3012336 (Final Order entered Aug. 14, 2020); *Thorpe v. Phila. Gas Works*, Docket No. F-2019-3007338 (Final Order entered Aug. 29, 2019).

7. Complainant is eligible for a six-month payment arrangement. *Sunset of Chapter 14, Title 66 of the Pennsylvania Public Utility Code*, Docket No. M-2024-3052328 (Statement of Policy entered Dec. 24, 2024) (citing 66 Pa.C.S. § 1405(b)(4)).

### ORDER

THEREFORE,

IT IS ORDERED:

1. That, Philadelphia Gas Works' Late-filed Exhibits 1 and 2 are admitted into the record.

