

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Andrew Matthews	:	
	:	
v.	:	F-2025-3055603
	:	
Columbia Gas of Pennsylvania, Inc.	:	

INITIAL DECISION

Before
Emily I. DeVoe
Administrative Law Judge

INTRODUCTION

This decision sustains the Formal Complaint and grants Complainant a payment arrangement.

HISTORY OF THE PROCEEDING

On May 30, 2025, Andrew Matthews (Complainant or Mr. Matthews) filed a Formal Complaint (Complaint) with the Pennsylvania Public Utility Commission (Commission) against Columbia Gas of Pennsylvania, Inc. (Respondent, Company, or Columbia). Mr. Matthews checked the “other” box of the Complaint. He acknowledges he has accumulated a \$5,600 balance on his gas bill and requests a payment arrangement (PAR) he can afford.¹ Complaint ¶ 4. He avers the balance has accumulated because he

¹ The Complaint is a timely appeal of a decision by the Commission’s Bureau of Consumer Services, at BCS Case No. 4057441, which granted Complainant a 12-month PAR in the amount of \$792.00 per month, which includes a regular budget

is a single father to a disabled son and his furnace has recently broken. *Id.* In his Complaint, Complainant selected the option to receive all communications from the Commission via eService, checking the box next to this option. Complaint ¶ 9.

On June 25, 2025, Respondent filed the Answer in which it denied the material allegations of the Complaint and averred Complainant has defaulted on multiple Company PARs. Respondent requested the Commission dismiss the Complaint.

On June 26, 2025, the Commission issued a Call-In Telephone Hearing Notice assigning this matter to me and scheduling an initial telephonic hearing on August 21, 2025. The Hearing Notice provided the parties with the Toll-Free Bridge Number and the PIN to call and explained how to participate in the telephonic hearing.

On June 26, 2025, I issued a Prehearing Order which reminded the parties of the date and time of the hearing, and informed the parties about the applicable procedural rules, including the procedure to follow for hearing continuances.

On August 21, 2025, the hearing convened as scheduled. Complainant appeared *pro se*, and Respondent appeared represented by Larry Crayne, Esquire. Complainant testified on his own behalf. Attorney Crayne presented the testimony of one witness, Deborah Lewis, Regulatory Compliance Analyst, and sponsored three exhibits, which were marked as Columbia Exhibits 1 through 3, and admitted into evidence. Complainant and Respondent made closing statements during the hearing record in lieu of filing briefs.

The record closed at the conclusion of the hearing. 52 Pa. Code § 5.431(a).

amount of \$311.00 and \$481.00 to be paid toward the account balance. A timely BCS appeal is subject to de novo review. 52 Pa. Code § 56.173(a).

The transcript was filed on September 11, 2025, and consists of 45 pages.

This matter is now ripe for adjudication.

FINDINGS OF FACT

1. Complainant, Andrew Matthews, has resided at 618 Wolfe Street, Baden, Pennsylvania (service location) since October 2021. Tr. 10.
2. Respondent, Columbia Gas of Pennsylvania, Inc., is a jurisdictional public utility and provides gas service to the service location. Tr. 29; Columbia Ex. 1.
3. Complainant resides with his 18-year-old severely disabled son, and Complainant has had sole custody of his son since Complainant's son was six months old. Tr. 10-11, 13.
4. Complainant is employed as a salaried, full-time employee with Giant Oil, Inc., and earns \$53,000 per year, or approximately \$4,300.00 gross per month. Tr. 11.
5. Complainant's only source of income is his job at Giant Oil, Inc. Tr. 11.
6. Complainant's son has multiple diagnosed disorders and health issues. Tr. 11-12.
7. Due to his disabilities, Complainant's son is unable to work and will likely have to reside with Complainant for the rest of his life. Tr. 12-13.

8. The service location is a two-story, two-bedroom, single-family home which is approximately 1,500 square feet in size. Tr. 14.

9. Complainant first experienced financial hardship in September 2023 when he lost a job which generated more earned income than the job he currently has. Tr. 15.

10. After Complainant lost his job in September 2023, he took part-time jobs, got deferred payments on his mortgage and car, and incurred about \$8,000.00 in credit card debt. Tr. 15-16, 21.

11. In April 2024, Complainant got a job in his career field. Tr. 16.

12. In October 2024, Complainant's furnace started to not work properly; the furnace is currently non-functional and needs to be replaced. Tr. 16, 17.

13. Complainant contacted his home warranty company about his furnace, but as of the date of the hearing, they have refused to repair or replace it. Tr. 17.

14. Complainant believes his home warranty company is in breach of contract and has contacted multiple attorneys seeking representation to file suit against it. Tr. 17, 19.

15. Complainant currently has no heat in his house due to his furnace not working. Tr. 17.

16. Complainant cannot advance in his career or take a second job because he needs to be home in the evenings and on weekends to care for his son. Tr. 18.

17. Complainant has equity in his house and has looked into getting a Home Equity Line of Credit, but his credit score is so low he will not be approved. Tr. 20.

18. Complainant is current on payment arrangements for his electric and water bills and is current on his car and mortgage payments. Tr. 21.

19. Complainant has filed for benefits for his son, but, as of the date of the hearing, had not received a response from the federal agency to which he applied. Tr. 24.

20. As of the date of the hearing, Complainant's account balance was \$6,007.51. Tr. 32.

21. Since July 3, 2023, Complainant has made nine payments on his account, not counting a Low-Income Heating Energy Assistance Program (LIHEAP) grant and adjustment. Tr. 32; Columbia Ex. 1.

22. Columbia has entered into three Company PARs with Complainant, one in February 2024, one in July 2024, and one in February 2025, and all three defaulted. Tr. 33; Columbia Ex. 2.

23. BCS provided Complainant with a level 3 PAR on April 24, 2025 (April 2024 PAR), requiring him to pay \$792.00 per month for 12 months, which included a regular budget amount of \$311.00 per month, plus \$481.00 towards the account balance. Tr. 34-35; Columbia Ex. 1.

24. The April 2024 PAR was based on a monthly gross income of \$4,416.00 per month. Tr. 35.

25. Columbia has recalculated Mr. Matthews' budget amount since the April 2025 PAR was awarded; the budget amount decreased from \$311.00 per month to \$263.00 per month. Tr. 37.

DISCUSSION

Complainant is not challenging the accuracy of his bills and does not dispute that he owes the current past due balance on his account. Tr. 18. His sole claim is that he wants a PAR that is affordable. Tr. *Id.*

Burden of Proof

As the party seeking affirmative relief from the Commission, a complainant has the burden of proof by a preponderance of the evidence. 66 Pa.C.S. § 332(a); *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 578 A.2d 600 (Pa. Cmwlth. 1990). A preponderance of the evidence is evidence that is more convincing, by even the smallest amount, than that presented by the opposing party. *Se-Ling Hosiery, Inc. v. Margulies*, 70 A.2d 854 (Pa. 1950). As a matter of law, a complainant must show that the named utility is responsible or accountable for the problem described in the Complaint to prevail and that the offense is a violation of the Public Utility Code, the Commission's regulations, or order. *Patterson v. Bell Tel. Co. of Pa.*, 72 Pa. P.U.C. 196 (1990); 66 Pa.C.S. § 701.

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 customer shifts to the company. If the evidence presented by the company is of co-equal value or "weight," the burden of proof has not been satisfied. The complainant now must provide some additional evidence to rebut that of the company. *Burleson v. Pa. Pub. Util. Comm'n*, 443 A.2d 1373 (Pa. Cmwlth. 1982).

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. Pub. Util. Comm'n*, 768 A.2d 1217 (Pa. Cmwlth. 2001).

Additionally, any decision of the Commission 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. 2 Pa.C.S. § 704; *Norfolk & W. Ry. Co. v. Pa. Pub. Util. Comm'n*, 413 A.2d 1037 (Pa. 1980).

A public utility is entitled to receive payment for the service it provides. *Mill v. Pa. Pub. Util. Comm'n*, 447 A.2d 1100 (Pa. Cmwlth. 1982) (*Mill*). A complainant, who claims an inability to pay his utility bills, does not have an absolute right to a Commission-ordered payment arrangement. *E.g., DeGannaro v. Pa. Elec. Co.*, Docket No. C-2012-2300818 (Final Order entered Nov. 8, 2012).

Therefore, Mr. Matthews, as the party seeking relief, bears the burden of proof in this proceeding.

Payment Arrangements Under Chapter 14

For approximately twenty years, Chapter 14 of the Code, the Responsible Utility Customer Protection Act, 66 Pa.C.S. §§ 1401-1419 (Chapter 14 or Act), applied to customers seeking a Commission PAR. In 2004, the Pennsylvania Legislature enacted Chapter 14, which became effective on December 14, 2004. Section 1405(a) of Chapter 14 authorized the Commission to investigate complaints regarding payment disputes between a public utility (such as Columbia) and its customers (such as Complainant). 66 Pa.C.S. § 1405(a). This statute authorized the Commission to establish PARs between a public utility and its customers. *Id.* Chapter 14 defined PARs as agreements where the

customer admits liability for billed service and then is permitted to amortize or pay the unpaid balance of the account in one or more payments. 66 Pa.C.S. § 1403. Under Chapter 14, the Commission possessed the authority to establish at least one PAR between a utility and its customer regardless of the number of agreements made between the utility and customer. 66 Pa.C.S. § 1405(b); *Anderson v. PECO Energy Co.*, F-2008-2033574 (Opinion and Order entered Apr. 30, 2009). However, the Commission was not permitted to grant a second or subsequent PAR if the customer defaulted on the first PAR, absent a change in income or an extension of the prior PAR. 66 Pa.C.S. § 1405(d), (e).

From the time of Chapter 14's enactment in 2004 until December 31, 2024, any decision where a consumer requested a PAR would have had to be consistent with the provisions of Chapter 14. However, on December 31, 2024, Chapter 14 expired and the Pennsylvania General Assembly has not yet answered the question of what guidelines the Commission must follow when offering and executing PARs.

The Commission's Statement of Policy

Anticipating the sunset of Chapter 14 on December 31, 2024, the Commission issued a Statement of Policy on December 12, 2025, and later published in the *Pennsylvania Bulletin*, as guidance to utilities and interested parties when the establishment of a payment arrangement was requested. *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); 55 Pa.B. 268 (Jan. 11, 2025). The Commission's Statement of Policy indicated the Commission would continue its application of Chapter 14's four level process - for establishing the length of payment arrangements - and would continue to use relevant definitions provided in Section 1403.

Statement of Policy, p. 4. According to the Statement of Policy, the Commission directed PARs could continue to be executed under the provisions of the now-expired Chapter 14.

However, the Statement of Policy was not codified as a policy statement pursuant to Chapter 69 of the Commission's regulations. 55 Pa.B. 268, n.2 (Jan. 11, 2025). Pennsylvania courts have long recognized that a general statement of policy does not establish a "binding norm" which carries the force of law, in contrast to a properly adopted substantive rule where its underlying policy is embedded. *Pa. Hum. Rels. Comm'n v. Norristown Area Sch. Dist.*, 374 A.2d 671 (Pa. 1977). A general statement of policy that is not codified has not resulted from a rulemaking or an adjudication. Such a general statement of policy acts simply as an announcement of a policy the agency hopes to implement in future rulemakings and adjudications. *Id.*

The Pennsylvania Legislature has defined a Statement of Policy as:

[A]ny document, except an adjudication or a regulation, promulgated by an agency which sets forth substantive or procedural personal or property rights, privileges, immunities, duties, liabilities, or obligations of the public or any part thereof, and includes without limiting the generality of the foregoing, any document interpreting or implementing any act of Assembly enforced or administered by such agency.

45 P.S. § 1102(13).

Strict adherence to the Statement of Policy is not a foregone conclusion as it is not legally binding. While following the provisions of the now-expired Chapter 14 would be consistent with the Commission's Statement of Policy, there is an alternative. The alternative is to follow the precedent established prior to the enactment of Chapter 14 in 2004.

Precedent Concerning Payment Arrangements Established Prior to 2004

Prior to 2004, the Commission operated with more flexibility and discretion in executing payment arrangements to residential utility customers. Although a utility shall not grant an unreasonable rate preference to any person, the Commission had the authority to determine what circumstances and in what amount a preference may be considered reasonable to assist ratepayers with paying for the utility service the ratepayer consumed. 66 Pa.C.S. §§ 1303, 1304. In *Mill*, the appellate court held the Commission had the authority to schedule payments on arrears in a manner the Commission considered to be equitable, but the Commission did not have the authority to forgive any portion of arrears. *Mill* at 1102, n.4.

One year after the decision in *Mill*, the Commission considered how to proceed when a complainant paid less than the current charges. In its decision in *Donna Baum v. Duquesne Light Company*, the Commission established the evidentiary standards a complainant must meet before he or she can be permitted to pay less than current bills. *Baum v. Duq. Light Co.*, 57 Pa.P.U.C. 156 (1983) (*Baum*). Specifically, the Commission found a complainant must make a showing that there is a good payment history and that a positive change in the financial condition of a complainant will occur at a date certain, or in the reasonably foreseeable future. The Commission held a customer could be permitted to pay less, on a temporary basis, if the customer had a good payment history but was unable to pay the bill, due to extenuating circumstances, and where a positive change in the customer's financial circumstances seemed likely to occur within the foreseeable future. The Commission explained:

[A]n ALJ can authorize a stay of termination and payment of less than monthly bills when:

- (a) on a case-by-case basis the circumstances warrant such action, as in the medical emergency cases;

- (b) when there is good payment history on the part of the customer and the record *clearly* demonstrates a *definite and certain* positive change in the customer's financial circumstances, which will occur on a date certain or within the reasonably foreseeable future ...; or
- (c) in situations where: it may be necessary to issue an interim order requiring a utility to maintain service to a customer where the utility issues, prior to our disposition of the case, a notice of termination premised upon an element of subject matter reasonably in dispute in the pending proceeding.

Baum, 57 Pa.P.U.C. at 157.

The decision in *Baum* provided a framework of factors to consider prior to 2004. The Commission could consider the circumstances in a specific proceeding when determining reasonability in the establishment of a PAR. In contrast to the structures later set out in Chapter 14, the Commission was not limited by rigid rules concerning the length of a PAR or qualification limits on how low a customer's household income must be before a household would qualify for relief.

Due to the sunset of Chapter 14 and without a codified Statement of Policy to function as a binding norm, the Commission and its presiding officers can legally access and use the pre-2004 factors instead of those that were established by Chapter 14. The result of Chapter 14's sunset – in the absence of legislative action – creates a scenario where, if a presiding officer finds a fact-specific situation in which applying the expired Chapter 14 would be inequitable, the Commission or a presiding officer can follow the line of precedent that existed prior to 2004. Until such time as the General Assembly acts to clarify the status and/or application of Chapter 14 provisions, Pennsylvania law permits a presiding officer to assess the reasonability of a request for a PAR rather than laboring under the rigid guidelines of the expired Chapter 14.

Analysis

Complainant bears the burden of proving he is entitled to the relief requested. He may do so by demonstrating that, under his circumstances, it would be reasonable and/or equitable to grant him a PAR to pay off his arrears. Complainant admits he needs to pay for his gas service. He does not contest the billing statements or the recorded consumption, and he expressed a desire to pay off the arrears. Complainant contends he cannot afford to pay more than \$250 monthly toward his arrears in addition to his budget bill. Tr. 19.

BCS considered Complainant's eligibility for a PAR in April 2025 using the guidelines of Chapter 14 and awarded him a level 3 PAR based on a monthly gross household income of \$4,416.00, which placed him at 250% of the Federal Income Poverty Guidelines (FPIGs). *See* Federal Poverty Income Guidelines, 90 Fed. Reg. 5917 (Jan. 17, 2025). BCS calculated that under the level 3 PAR, Complainant must pay \$792.00 per month, for 12 months, which included a budget amount of \$311.00 and 481.00 toward arrears.

Based on a totality of the record evidence, Chapter 14 should not be applied to this case. It would produce an unreasonable and inequitable result. Providing Complainant with a PAR unconstrained by the provisions of Chapter 14 will provide for a more reasonable outcome and will create an arrangement with a realistic timeframe and payment amounts. Therefore, I will order a PAR using the standard set by *Baum*.

Complainant is a single father who is solely providing for his severely disabled son. Tr. 10-11, 13. He experienced financial difficulty when he lost his job in 2023 and did his best to take care of his financial obligations by taking part-time employment and working with other creditors until he could find a better paying job in his career field. Tr. 15-16. He cannot increase his income by getting a second job or

seeking a promotion because he needs to be home in the evenings and weekends to care for his son. Tr. 17-18. He is getting caught up on his bills and is current on his mortgage, car, and other utility payments. Tr. 21. Mr. Matthews found himself in a difficult position due to no fault of his own and there is no question he has done and is doing his best to care for his son and take care of his financial responsibilities.

If Complainant does not receive a PAR unconstrained by Chapter 14, it could result in Complainant being unable to afford to care for his severely disabled son, make payments on his mortgage, car, and other utilities, repair or replace his furnace, or retain legal counsel to pursue his home warranty company or the federal government (to secure benefits for his son). If anyone was deserving of a PAR using pre-2004 precedent, it is Mr. Matthews. The circumstances surrounding Mr. Matthews' situation – sole responsibility of a severely disabled son, unexpected loss of a job, failure of a furnace supposedly covered by a home warranty – call for a PAR which would allow him to maintain his service while still paying Columbia for services rendered.

The worst thing Mr. Matthews can do is not make these payments each month in full and by the due date. Any unpaid past due balance will be passed on to Columbia's other ratepayers. The Commission's goal should be to set the PAR at a reasonable amount so Mr. Matthews, not Columbia's other customers, bears the cost of the gas services rendered to his household. However Mr. Matthews manages his household budget, he must pay for the gas service he uses. 52 Pa. Code § 56.116. Columbia is entitled to receive payment for the gas service it provides to Mr. Matthews and his son. *Kea v. Peoples Nat. Gas Co.*, 60 Pa.P.U.C. 215 (1985); *Mill*. As such, Columbia is correct to bill Mr. Matthews and to require him to pay for the gas service supplied to his residence. *Neal v. Phila. Gas Works*, Docket No. Z-00871874 (Final Order entered Jan. 4, 2002); *Angie's Bar v. Duq. Light Co.*, 72 Pa.P.U.C. 213 (1990).

For Mr. Matthews, receiving a financially reasonable PAR is only one part of the solution. Mr. Matthews must also replace or repair his furnace, whether he finds a way to have the home warranty company cover it or finds an alternate method. Mr. Matthews and his son should not enter another winter heating season without a functional furnace.

As previously stated, when assessing the reasonability of PARs, there are several factors to consider including payment history, medical emergencies, and personal and financial circumstances. *See Baum.*

The record includes Mr. Matthews' payment history starting in July 2023, which shows a \$600.00 payment on July 17, 2023, and a \$279.00 payment on August 22, 2023. Mr. Matthews then lost his job in September 2023. After Mr. Matthews lost his job, he made seven other payments in amounts between \$164.55 and \$324.00, with his last payment in the amount of \$205.38 on November 20, 2024, made during the time Mr. Matthews was beginning to have issues with his furnace. Columbia's witness testified that Mr. Matthews defaulted on three Company PARs, but confirmed that he has never been awarded a Commission PAR prior to the April 2025 PAR, which is under *de novo* review in the instant matter. Tr. 33.

Mr. Matthews testified he found stable employment in his career field in April 2025, and he is getting caught up on bills. He is now current on his car, mortgage, and other utility payments. Tr. 21. This shows a definite and certain positive change in his financial circumstances per the Commission's holding in *Baum*. Further, Mr. Matthews seems to have his financial situation under control. Aside from his arrears owed to Columbia and about \$8,000 in credit card debt, he contends he has no unpaid balance on any other account. Accordingly, granting Mr. Matthews a PAR unconstrained by Chapter 14 would allow him an opportunity to clear up his debts and would not increase Columbia's uncollectible accounts.

Conclusion

Accordingly, the Complaint will be sustained in the Ordering Paragraphs to follow. Complainant's circumstances demonstrate he is entitled to a Commission PAR which is not bound to the constraints of Chapter 14. While Mr. Matthews testified he can afford to pay \$250 per month in addition to his budget amount, the best course of action, would be for the Commission to allow Mr. Matthews a PAR that will allow him the opportunity to also make payments toward a new furnace or save for a retainer to pay an attorney to file suit against the home warranty company and/or assist with obtaining benefits for his disabled son. Therefore, I find that Mr. Matthews should be awarded a 36-month PAR. Each month for 36 months, he shall pay his budget amount, which is currently \$263.00 per month, plus $1/36^{\text{th}}$ of his current past due balance. Although his past due balance may have increased since the hearing on August 15, 2025, using the account balance at the time of the hearing (\$6,007.51) as an example, he would pay an additional \$167.00 per month toward his arrears ($\$6007.51 / 36 = \166.88), for a total monthly bill of \$430.00 for 36 months.

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the parties and the subject matter of this proceeding. 66 Pa.C.S. § 701.
2. Complainant has the burden of proving Respondent is failing to provide reasonable and adequate service in its refusal to give him a lower payment arrangement. 66 Pa.C.S. § 332(a).
3. The Responsible Utility Customer Protection Act, 66 Pa.C.S. §§ 1401–1419, cannot apply to a proceeding filed after its sunset on December 31, 2024.

4. The Statement of Policy, issued in *Sunset of Chapter 14, Title 66 of the Pennsylvania Public Utility Code*, Docket No. M-2024-3052328 (Statement of Policy entered Dec. 24, 2024), provides guidance but is not a binding norm in complaint proceedings filed after December 31, 2024, where a payment arrangement is requested as relief. 45 Pa.C.S. § 1102(13); *Pa. Hum. Rels. Comm'n v. Norristown Area Sch. Dist.*, 374 A.2d 671 (Pa. 1977).

5. In the absence of Chapter 14, eligibility for a Commission payment arrangement is determined by employing the reasonability standard set in *Mill v. Pa. Pub. Util. Comm'n*, 447 A.2d 1100 (Pa. Cmwlth. 1982) and *Baum v. Duquesne Light Co.*, 57 Pa.P.U.C. 156 (1983).

6. Complainant met his burden of proving he was entitled to a payment arrangement.

ORDER

THEREFORE,

IT IS ORDERED:

1. That the Formal Complaint of Andrew Matthews at Andrew Matthews v. Columbia Gas of Pennsylvania, Inc. at Docket No. F-2025-3055603, is granted.

2. That Andrew Matthews shall make monthly payments consisting of his current charges plus one-thirty-sixth (1/36th) of the balance accrued on his account,

