



**COMMONWEALTH OF PENNSYLVANIA**  
PENNSYLVANIA PUBLIC UTILITY COMMISSION  
COMMONWEALTH KEYSTONE BUILDING  
400 NORTH STREET  
HARRISBURG, PENNSYLVANIA 17120

IN REPLY PLEASE  
REFER TO OUR FILE

November 12, 2025

ALL PARTIES OF RECORD

Re: Virginia Maine v. Philadelphia Gas Works  
Docket Number: C-2025-3054454

To All Parties of Record:

On November 10, 2025, my office received Exceptions to the Initial Decision of Administrative Law Judge Mroczka in the above captioned matter. Our review of the filing revealed that no certificate of service or other indication that the parties of record to the case were served with the Exceptions. Therefore, we have enclosed a copy of the Exceptions to constitute service for purposes of 52 Pa. Code §5.533.

Due to the failure of Virginia Maine to provide service on all the parties of record to the case, and in order to avoid prejudice to any party pursuant to 52 Pa. Code §5.535, the Respondent shall have until November 24, 2025 to file Reply Exceptions.

Sincerely,

A handwritten signature in black ink that reads 'Matthew L. Homsher'. The signature is written in a cursive, flowing style.

Matthew L. Homsher  
Secretary

Enclosure  
MH: acg

cc: All Parties of Record  
Document Folder

Virginia Maine  
Docket # - C-2025-3054454

8001 Crefeld Street  
Philadelphia, PA 19118  
215-203-2363

In response to the Initial Decision of the Office of the Administrative Law Judge dated October 21, 2025, I would like to present my objections to the Initial Decision.

- Please know that I could not afford to hire a lawyer to help me with this response. You can imagine how overwhelming the language of the decision is to me. I'm doing my best for an 82 year old.
- the use of the words "good faith" which appear a couple of times within the decision seem inconsistent with the ruling. I have made a good faith attempt to pay my outstanding bill even though I do not have a formal repayment agreement and I plan to make another payment this week.
- As I said in my complaint, I have been a PGW customer for over 50 years so that, in regards to my payment history, I believe my record, on balance is good and should be taken into account.
- After reading the decision multiple times, I feel as if there is conflicting information. For example, on Page 3 it says "PGW filed its Answer to the Formal Complaint which admitted in part and denied in part the various material

allegations of the Complaint.” I do not understand what that means and it is not specified.

- On page 4 there is a list of documents:

PGW Exhibit 1 – Statement of Account PGW Exhibit 2 – 10-day Shut-off Notice PGW Exhibit 3 – History of Payment Agreements PGW Exhibit 4 – Opening/Closing of BCS No. 3914342 PGW Exhibit 5 – Income Information.

I have never seen these documents and would like to have copies of them. I realize they were admitted but Exhibit 4 “Opening/Closing of BCS No. 3914342 means nothing to me. Shouldn’t I see them to know how to dispute the findings? I feel at a terrible disadvantage through this process!

- On Page 5, there is information about the Poverty Level. This has never been introduced to me before and, once again, I don’t understand it. What is the relevance to my situation?
- On Page 5, point 8, It is stated that “Complainant’s outstanding balance at the time of the hearing was \$9,000. PGW Ex. 1; Tr. 19.” I do not think that is an accurate figure but rather an approximation. With all the technicalities being added to this decision, I think the exact amount owed could be correct.
- On page 6, it reads “A complainant can meet that burden if they present evidence more convincing, by even the smallest amount, than that evidence presented by Respondent.” Again, I have no idea what that means.
- Page 7 is where it gets even more confusing. After describing the Responsible Utility Customer ACT (Chapter

14), the text states: Chapter 14 has sunset, effective December 31, 2024, and is not currently in effect.”

- Page 8 goes onto state reasons why the Commission-issued arrangement cannot be granted. That seems contradictory after what was stated beforehand.
- During the period under consideration, my grandson did from time to time and for several months at a time, lived with me. He is not a dependent but I paid for his living expenses. That was a “significant change in circumstances.”
- On page 9 (d), the following statement indicates the use of discretion:

“A public utility may, at its discretion, enter into a second or subsequent payment arrangement with a customer.” Is that true in this case?

- On Page 11, there is a discussion of my income changes resulting from the COVID-19 pandemic. Without taking up too much time, please understand that I had my own business leading up to the pandemic, SAT tutoring. Because there were no standardized test for years, I was not able to make significant payments towards my PGW bill. Now that testing is back, I will be able to make reasonable monthly payments.
- During the hearing, I asked the PGW lawyer where there was a written policy pertaining to my request. Clearly, the regulation she cited was irrelevant to my situation.
- Again on Page 12, the statement is made that expresses the idea of good faith and fair judgment: (b) The public utility

shall exercise good faith and fair judgment in attempting to enter a reasonable payment arrangement or otherwise equitably resolve the matter.”

- I take issue with several of the positions put forth in the following text on Page 13: “As PGW explained in its testimony, the regulations do not require that it offer a customer a specific number of payment arrangements. Tr. 29. Instead, the Company is to exercise good faith in an attempt to offer a reasonable payment arrangement under the specific customer’s circumstances including weighing the factors listed in Sections 56.97 and 56.151 above. PGW’s testimony may bring into question its “policy” of not offering additional payment arrangements if two have been broken, and perhaps PGW should review this policy if it is a hard and fast rule. However, in the instant case, I cannot find that PGW has not acted in good faith, or otherwise violated the Public Utility Code or Commission regulations due to the size of Ms. Maine’s balance (\$9,000), her poor payment history, and her likely inability to afford a payment arrangement on such a large balance.” I object to the final statement of my “likely inability to afford a payment arrangement.” I think the PGW lawyer’s assertion that the company is not required to offer a customer a specific number of payment arrangements. Conversely, she could not state with specificity when the policy states the opposite. I also have a 50 year payment history in my favor. PGW should definitely review its policy if it’s a “hard and fast rule,” which it is not.

- The Conclusion (4) on Page 14 states: “The Commission is authorized to establish a payment arrangement between a public utility and a customer.”

What does that mean in this context?

To the Commissioners ~ I truly appreciate your consideration of my situation which has been agonizing and time consuming.

I'm sorry this document turned out to be as long as it did. The legal aspects of the document were daunting and confusing.

Sincerely, Virginia Maine

