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November 11, 2025

VIA ELECTRONIC FILING

Matthew L. Homsher, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor North
P.O. Box 3265
Harrisburg, PA 17105-3265

Re: Andrews Matthews v. Columbia Gas of Pennsylvania, Inc.
Docket No. F-2025-3055603

Dear Secretary Homsher:

Enclosed for filing in the above referenced matter, please find Respondent Columbia Gas of Pennsylvania, Inc.'s Exceptions to the Initial Decision in the above-reference matter.

Pursuant to 52 Pa. Code § 5.535, and as further indicated in the Secretarial Letter issued in this proceeding on October 22, 2025, the Complainant, Andrew Matthews, has 10 calendar days from the date of this filing to file Reply Exceptions.

As indicated on the Certificate of Service, a copy has been served on Complainant.

Respectfully,

A handwritten signature in blue ink, appearing to read "Emily Farah".

Emily Farah

/kak
Enclosure

cc: Certificate of Service (w/enc.)

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

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

**EXCEPTIONS OF COLUMBIA GAS OF PENNSYLVANIA, INC.
TO INITIAL DECISION**

I. INTRODUCTION

Pursuant to 52 Pa. Code § 5.533, Columbia Gas of Pennsylvania, Inc. (“Columbia” or the “Company”) hereby files the within Exceptions to the Initial Decision (“ID”) issued by Administrative Law Judge Emily I. DeVoe (“ALJ”) in the above-referenced matter.

The ID grants Andrew Matthews (“Mr. Matthews” or “Complainant”) a payment arrangement consisting of his current charges plus one-thirty-sixth (1/36th) of the balance accrued on his account, beginning with the first billing due date following the entry of a final Commission Order in this case by the Pennsylvania Public Utility Commission (“Commission”). In doing so, the ID disregards the Commission’s Statement of Policy, issued in *Sunset of Chapter 14, Title 66 of the Pennsylvania Public Utility Code*, Docket No. M-2024-3052328 (entered Dec. 24, 2024) (“Statement of Policy”) and reaches a conclusion that is untethered from the framework that utilities, customers, statutory advocates, and the Commission have relied upon to maintain equitable utility service for all ratepayers.

By way of background, the Responsible Utility Consumer Protection Act (Act 201 of 2004) was signed into law by Governor Edward Rendell on November 30, 2004. This legislation added Chapter 14 (66 Pa.C.S. §§ 1401-1419) to the Public Utility Code, aiming to “eliminat[e]

opportunities for customer capable of paying to avoid time the timely payment of public utility bills,” increase utility collections, and reduce uncollectible accounts by revising procedures for delinquent payments.¹ Following its enactment, the Commission initiated a rulemaking proceeding at Docket No. L-00060182 to revise Chapter 56 of Title 52 of the Pennsylvania Code to align with Chapter 14. The Commission entered its Revised Final Rulemaking Order on June 13, 2011, and the resulting regulations became effective upon publication in the Pennsylvania Bulletin on October 8, 2011 (41 Pa.B. 5473).

Chapter 14 included a ten-year sunset provision. It was reauthorized in 2014, again with a ten-year sunset clause. On November 30, 2024, the Pennsylvania General Assembly adjourned its regular session without reauthorizing Chapter 14. To ensure regulatory continuity and “provide certainty to the utilities, consumers, and all affected stakeholders regarding the continued viability its regulations codified at Chapter 56 upon the sunset of Chapter 14 of the Code,” the Commission adopted a Statement of Policy,² clarifying that Chapter 56 regulations will remain in effect and that final orders issued under Chapter 14 will continue to be enforceable unless amended or reversed. Further, the Commission expressly stated that “the Commission will maintain its application of the four-tiered process establishing the length of payment arrangements currently articulated in Chapter 14.”³ The ID’s issuance of a payment arrangement in this matter does not comply with the process as directed by the Commission.

Therefore, the basis for Columbia’s Exceptions herein is two-fold: (1), the ID makes an error of law by applying factors set forth in a pre-Chapter 14 Commission decision with distinguishable facts, and (2) the ID disregards the Statement of Policy without compelling

¹ 66 Pa.C.S. § 1402(2)-(3).

² *Sunset of Chapter 14, Title 66 of the Pennsylvania Public Utility Code*, Docket No. M-2024-3052328, at 3 (Order entered Dec. 24, 2024).

³ *Id.* at 4.

justification and unfairly shifts the Complainant's balance to other Columbia ratepayers.

For the avoidance of doubt, the within Exceptions should not be interpreted as a rejection of Columbia's sincere commitment to assist customers, including Mr. Matthews, who are experiencing financial hardship or other adverse personal circumstances. Further, these Exceptions shall not be construed as a denial or minimization of the Complainant's undeniably precarious personal and financial situations. Rather, these Exceptions are a reflection of Columbia's responsibility to ensure that uncollectible balances are low and the Company's commitment to the established frameworks that support that effort.

II. EXCEPTIONS

A. EXCEPTION NO. 1 – THE ALJ ERRED BY APPLYING THE FACTORS IN SET FORTH IN *BAUM V. DUQUESNE LIGHT COMPANY* BECAUSE THE FACTS IN THE PRESENT MATTER ARE MATERIALLY DISTINGUISHABLE

The ID's analysis inappropriately relies on *Donna Baum v. Duquesne Light Co.*, 57 Pa.P.U.C. 156 (1983) (*Baum*) as a framework for the circumstances that ALJs can consider when establishing payment arrangements absent Chapter 14.⁴

In *Baum*, the issue was expressly limited to whether the ALJ had the authority to stay termination while a formal complaint was pending. Specifically, *Baum* involved the utility issuing a termination notice immediately after an evidentiary hearing and before the ALJ made a determination on Ms. Baum's case. There, the ALJ issued an interim order staying termination during the pendency of the complaint proceeding and submitted a certified question to the Commission: "Does an Administrative Law Judge have authority to require a utility to maintain service to a customer during the pendency of an 'ability to pay' case when the customer has not

⁴ ID at pp. 10-11, 14 ("when assessing the reasonability of PARs, there are several factors to consider including payment history, medical emergencies, and personal and financial circumstances," citing *Baum*); *See also* Conclusion of Law No. 5.

paid current bills as they become due? If so, in what types of instances should said authority be exercised?”⁵ The Commission determined that an ALJ may authorize a stay of termination and permit payment of less than monthly bills in certain narrow circumstances.

Here, the underlying facts are clearly distinguishable and there is no precedential (or persuasive) authority from the 1983 decision that expands the discretionary authority of an ALJ to situations other than termination during the pendency of a complaint. Here, the Complainant is requesting a modification to a previously Commission-issued (and dishonored) payment arrangement.⁶ As such, the ALJ’s reliance on *Baum* is misplaced. The *Baum* factors only determine the extent of an ALJ’s authority to pause termination efforts and allow a complainant to pay less than their monthly charges while a dispute is pending. The *Baum* ruling was not intended as a framework for establishing payment arrangements. This is particularly true with the forty years since the *Baum* decision demonstrating consistent jurisprudence and developed policy decisions that do not follow the *Baum* standard now applied in the ID.

In sum, the factors in *Baum* were tailored to a singular set of facts involving a termination notice issued after an evidentiary hearing, and those facts are not present here. Moreover, the regulatory environment at the time *Baum* was issued is fundamentally different than the current posture. Therefore, the ALJ made an error of law by unilaterally and arbitrarily applying the *Baum* standard as the template for general adjudication of payment arrangements in this matter or any other payment arrangement case that may need to be decided before the General Assembly addresses Chapter 14.⁷

⁵ *Baum*, 57 Pa.P.U.C. at 157.

⁶ Tr. at pp. 37-38, lines 16-2; Tr. at p. 40, lines 5-24.

⁷ ID at pp. 10-11, 14.

B. EXCEPTION NO. 2 - THE ID FAILS TO PROVIDE COMPELLING JUSTIFICATION FOR REJECTING THE COMMISSION'S STATEMENT OF POLICY AND SHIFTS THE BURDEN OF THE COMPLAINANT'S UNPAID BALANCE ON TO OTHER COLUMBIA RATEPAYERS BY ISSUING A LENIENT PAYMENT ARRANGEMENT.

In Ordering Paragraph No. 2, the ID provides the Complainant with a payment arrangement “consisting of his current charges plus one-thirty-sixth (1/36th) of the balance accrued on his account, beginning with the first billing due date following the entry of a final Commission Order in this case.”⁸

This means that the ID amortizes a \$6,007.51 arrearage over 36 months, despite a demonstrated poor payment history,⁹ defaulting on prior Company payment arrangements,¹⁰ and defaulting on one Commission-issued payment arrangement.¹¹ It is well established that a public utility is entitled to full payment for service provided to customers and all customers are obligated to pay for the utility service provided to them.¹² A customer's unpaid bills are included in the utility's uncollectible expenses and ultimately paid for by other utility customers.¹³ The Commission has long recognized that utilities must be permitted to recover the cost of service from those who consume it.¹⁴ By allowing the Complainant to pay less than the amount determined under the expired Chapter 14 framework, the Commission risks increasing Columbia's uncollectible accounts and undermining ratepayer equity at the expense of bill paying customers.

For the reasons explained above, the ID's rejection of the Commission's Statement of Policy and establishment of an overly lenient payment arrangement despite Complainant's poor

⁸ ID at pp. 16-17.

⁹ Tr. at p. 32, lines 8-22 (demonstrating that the Complainant made only 9 payments in a 24-month period).

¹⁰ Tr. at p. 33, lines 17-23; Exhibit CG-2.

¹¹ Tr. at pp. 37-38, lines 23-1.

¹² *Mill v. Pa. Public Utility Comm'n*, 447 A.2d 1100 (1982).

¹³ *Scaccia v. West Penn Power Co.*, 55 Pa. P.U.C. 637 (1982); *Mill*, 447 A.2d 1100; *Bolt v. Duquesne Light Company*, Docket No. Z-8712758 (Order entered April 8, 1988).

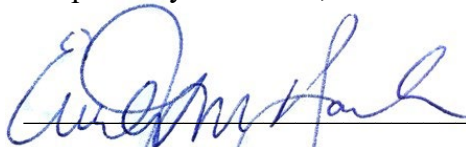
¹⁴ *See Mill*, 447 A.2d 1100.

payment history and consistent defaults on prior payment arrangements is arbitrary and in direct conflict with the Commission's obligation to balance consumer protection with the utility's right to recover costs. While the Policy Statement is not binding, it reflects the Commission's intent to continue applying Chapter 14's framework post-sunset. Disregarding this guidance without compelling justification introduces the inconsistency and unpredictability that the Commission has tried to avoid. Such practices erode confidence in the Commission's adjudicatory process and contravene the public interest.

III. CONCLUSION

For the foregoing reasons, Columbia Gas of Pennsylvania, Inc. respectfully requests that the Commission reject the Initial Decision's grant of a 36-month payment arrangement to Mr. Matthews, accept the Company's Exceptions, and apply the long-established framework set forth in the Commission's Policy Statement and the principles of Chapter 14 to ensure fairness, consistency, and protection of the public interest in this matter and all similarly situated matters until the Chapter 14 is addressed by the legislature or further guidance is issued by the Commission.

Respectfully submitted,



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Dated: November 11, 2025

CERTIFICATE OF SERVICE

I hereby certify that true and correct copies of the foregoing have been served upon the following persons, in the manner indicated, in accordance with the requirements of § 1.54 (relating to service by a participant).


VIA ELECTRONIC MAILING

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Dated: November 11, 2025



Emily Farah
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Inc.