



PHILADELPHIA GAS WORKS

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November 24, 2025

VIA ELECTRONIC FILING

Matthew L. Homsher, Secretary
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

Re: Virginia Shay Maine v. Philadelphia Gas Works; Docket No. C-2025-3054454

Dear Secretary Homsher:

Enclosed for electronic filing please find Philadelphia Gas Works' Replies to Complainant's Exceptions to the Initial Decision issued in the above-referenced matter. Copies to be served in accordance with the attached Certificate of Service.

Sincerely,

/s/ Graciela Christlieb

Graciela Christlieb, Esquire

Enclosure

cc: Cert. of Service [w/enc.]

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of Philadelphia Gas Works' Replies to Exceptions upon the persons listed below in the manner indicated in accordance with the requirements of 52 Pa. Code §1.54 (relating to service by a party).

VIA ELECTRONIC MAIL

Virginia Shay Maine

vmaine@verizon.net

Date: November 24, 2025

/s/ Graciela Christlieb

Graciela Christlieb, Esquire

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Virginia Maine,	:	
Complainant,	:	
v.	:	Docket No. C-2025-3054454
	:	
Philadelphia Gas Works,	:	
Respondent.	:	

**REPLY OF RESPONDENT
PHILADELPHIA GAS WORKS TO EXCEPTIONS**

Pursuant to 52 Pa. Code §5.535 and the Secretary’s Letter dated November 12, 2025, the Philadelphia Gas Works (PGW or Respondent) hereby submits the following Reply to the Exceptions filed by Virginia Maine (Complainant) to the Initial Decision in this matter issued on October 21, 2025 (Initial Decision).

I. PROCEDURAL HISTORY

On April 7, 2025, the Complainant filed a Formal Complaint (Complaint) with the Pennsylvania Public Utility Commission (Commission) against PGW wherein she requested a Commission-issued payment agreement.

On April 24, 2025, PGW filed its Answer to the Complaint which admitted in part and denied in part the various material allegations of the Complaint.

By Hearing Notice dated May 1, 2025, an Initial Call-In Telephonic Hearing was scheduled for July 9, 2025, and the matter was assigned to Special Agent Michael Mroczka.

On July 9, 2025, at the request of Complainant, without objection from PGW, the matter was continued and a Rescheduled Initial Telephonic Hearing Notice was issued rescheduling the hearing to August 27, 2025.

On August 26, 2025, the Complainant again requested a continuance of this matter. PGW objected to the continuance. The Complainant provided proof of a conflicting doctor’s appointment and her request was granted.

On August 27, 2025, a Rescheduled Initial Telephonic Hearing Notice was issued scheduling the hearing for September 8, 2025.

On September 8, 2025, the hearing convened as scheduled. The parties appeared and provided testimony. PGW sponsored 5 exhibits, which were admitted into the record without objection.

On October 21, 2025, Special Agent Mroczka issued an Initial Decision in this matter wherein he made 8 findings of fact and 7 conclusions of law. Special Agent Mroczka determined that the Complainant failed to carry her burden of proving that she is entitled to a second or subsequent Commission-issued payment agreement or an extension of her prior Commission-issued payment agreement and ordered that the Complaint be dismissed.

On November 10, 2025, the Commission received the Complainant's Exceptions to the Initial Decision. By Secretarial Letter dated November 12, 2025, the Commission served PGW with the Complainant's Exception to the Initial Decision. PGW's Reply follows.

II. EXCEPTIONS AND REPLIES

A. Introduction

The Complainant's Exceptions consist of a series of bullet pointed statements, some of which seem to be for informational purposes only while others speak to disagreements or issues with the Initial Decision. PGW will attempt to identify and group issues raised and address those as Exceptions.

B. Exceptions and Replies

Exception

The Complainant alleges that the language of the Initial Decision is overwhelming to her.

Reply

At several times during the evidentiary hearing in this matter, the Complainant made it clear that she is an active SAT tutor, which involves preparing students for the college entrance exam.¹ PGW submits that the Commission goes out of its way to make sure that its complaint process, including the language in decisions and orders, is accessible to the average reasonable person, which would include anyone who has spent 20 years preparing students to take the SAT.

¹ Tr, p.11, 3-11; Tr, p.12, 7-12; Tr, p.7, 16-24. Tr, p.13, 25; Tr, p.14, 1-17.

Exception

The Complainant alleges that she has made a good faith effort to pay her gas bill and that that should be taken into account.

Reply

The assertion is moot as the Initial Decision did not cite a lack of good faith on the part of the Complainant as a basis for the denial of a Commission-issued payment agreement.

Exception

The Complainant alleges that there is “conflicting information” in the Initial Decision because it states that “PGW filed its Answer to the Formal Complaint which admitted in part and denied in part the various material allegations of the Complaint.”

Reply

The assertion is moot as PGW’s Answer to the Complaint was not entered into evidence as part of this proceeding and does not form a basis for the Initial Decision.

Exception

The Complainant alleges that she has never seen the documents that were entered into evidence as PGW’s exhibits and this has put her at a disadvantage.

Reply

PGW’s exhibits were served on the Complainant via electronic mail. The records shows that PGW sent the exhibits to the Complainant on July 2, 2025 with an update on August 25, 2025 as well as sending all the documents to the Complainant again on the morning of the hearing, September, 8, 2025.² The record further shows that Special Agent Mroczka made sure to wait until the Complainant confirmed that she had received the documents before proceeding with the hearing.³ Moreover, Special Agent Mroczka informed the Complaint that he wanted her to follow along with the documents during PGW’s testimony regarding those exhibits⁴ and asked her if she had any objection to the exhibits being made part of the record, which she did not.⁵ Not only did the Complainant not have any objection to PGW’s exhibits being made part of the record, she stated that she did not have any questions on cross examination, not because she did not have the

² Tr, p.7, 16-24.

³ Tr, p.8, 2-13.

⁴ Tr, p.8, 4-6.

⁵ Tr, p.25, 1-12.

documents or did not understand what was in them, but because she was not contesting any of the information in PGW's exhibits.⁶

Exception

The Complainant alleges that she does not understand the relevance of the Federal Poverty Level information supplied on page 5 of the Initial Decision.

Reply

Pages 7 through 10 of the Initial Decision provide a comprehensive, plain-language explanation of how the Federal Poverty Level information applies to the Complainant's household and impacts her request for a Commission-issued payment agreement.

Exception

The Complainant alleges that the information regarding her balance in Finding of Fact #8 is not an accurate figure, but an approximation.

Reply

The record shows that the information regarding her balance in Finding of Fact #8 is accurate. Both PGW Exhibit 1 and the testimony provided by PGW's witness show that the Complainant's balance at the time of the hearing was \$9,000.00.⁷

Exception

The Complainant expresses confusion regarding the explanation given for the burden of proof as well as Chapter 14.

Reply

Here, PGW will refer back to its Reply to the first Exception.

Exception

The Complainant alleges that she has had a "significant change in circumstances" because her grandson occasionally stayed with her.

Reply

When questioned about why her prior Commission-issued payment agreement broke, the Complainant explained that it was all a result of her tutoring business drying up due to the pandemic.⁸ The Complainant was given another opportunity to give a reason why her payment agreement broke when Special Agent Mroczka asked her if there was anything (other than what

⁶ Tr, p.26, 12-19.

⁷ Tr, p.19, 3-10.

⁸ Tr, p.11, 4-8; Tr, p.12, 1-12.

she had already mentioned) that caused her to not be able to afford the prior Commission-issued payment agreement.⁹ At no time did the Complainant mention a grandson that occasionally stayed with her. However, now, despite stating that she finds the language of the Initial Decision overwhelming, she has apparently gleaned enough about what constitutes a “change in circumstances” and how such a change may benefit her, to try to supplement the record to add evidence of another potential occupant. PGW not only objects to this attempt to supplement the record, but also submits that having someone who is not a dependent stay with you on-and-off for a few months does not constitute a change in circumstances such that it would alter the Initial Decision.

Exception

The Complainant notes that the Initial Decision states that the Commission may, at its discretion, enter into a second or subsequent payment arrangement with a customer and then questions whether that is true in this case.

Reply

While it is true that the Commission may, at its discretion, enter into a second or subsequent payment arrangement with a customer. PGW urges the Commission to not exercise its discretion to issue another payment agreement in this case and ask that it adopt the Initial Decision as written as it is supported by substantial evidence.

Exception

The Complainant states that page 11 of the Initial Decision contains a discussion of her change in income.

Reply

While page 11 of the Initial Decision does mention that the Complainant testified that she lost income due to the COVID-19 pandemic, PGW submits that a better picture of the Complainant’s income can be obtained through her testimony during the hearing in this matter. On top of her pension and Social Security benefits,¹⁰ the Complainant is receiving an undisclosed amount of income from her tutoring business. While she did say that she lost some tutoring income due to the COVID-19 pandemic, she did not testify that she currently receives no tutoring income. In fact, when asked to put a dollar amount on how much she makes a month from tutoring,

⁹ Tr, p.12, 13-16.

¹⁰ Tr, p.15, 5-19.

the Complainant declined to do so stating “every month is – is different”¹¹ and “there are good months and better months.”¹²

Exception

The Complainant states that a regulation cited during the hearing is irrelevant to her situation and goes on to address the exercise of good faith and fair judgement on the part of the utility to equitably resolve a matter.

Reply

This appears to be a reference to the Complainant’s questioning of why PGW would not settle this case by agreeing to give her another company-issued payment agreement. While it is true that after a highly irregular turn of events where PGW was made to defend its decision not to settle this case it cited to a regulation that was not quite on point, the Initial Decision clarified the matter by citing the applicable regulations and explaining how they apply to this case.

III. CONCLUSION

WHEREFORE, PGW respectfully requests that this Commission deny Complainant’s Exceptions and adopt the Initial Decision.

Respectfully submitted,

/s/ Graciela Christlieb

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Date: November 24, 2025

Counsel for PGW

¹¹ Tr, p.14, 1-2.

¹² Tr, p.14, 11.