

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Halima Ervin	:	
	:	
v.	:	F-2025-3054349
	:	
Philadelphia Gas Works	:	

INITIAL DECISION

Before
Alphonso Arnold III
Administrative Law Judge

INTRODUCTION

In this matter, a customer filed a Formal Complaint against her gas utility alleging that she was overbilled by the utility and requesting a payment arrangement. This Initial Decision sustains the Complaint, in part and dismisses the Complaint, in part, finding that the customer failed to meet her burden of proving that she has been overbilled by the utility but has met her burden of proving that she is eligible for a payment arrangement.

HISTORY OF THE PROCEEDING

On March 27, 2025, Halima Ervin (“Ms. Ervin”) filed a Formal Complaint (“Complaint”) against Philadelphia Gas Works (“PGW”) with the Pennsylvania Public Utility Commission (“Commission”), requesting a payment arrangement, alleging that there were incorrect charges on her bill, and alleging that she was having a reliability,

safety, or quality problem with her utility service. Ms. Ervin alleged that there was a gas leak in her home and that there was a triple increase in her bill for one month as a result of the leak. On April 2, 2025, the Commission served the Complaint on PGW.¹

On April 22, 2025, PGW filed an Answer to the Complaint. PGW asserted that on January 15, 2025, Ms. Ervin called PGW's emergency leak line to report a faint gas odor coming from her stove. PGW dispatched a technician to the property who turned off the gas at the address. The following day, the technician restored gas service after a contractor fixed the leak in Ms. Ervin's fuel line. PGW concluded its Answer by requesting dismissal of the Complaint.

On April 24, 2025, the Commission issued an Initial Call-In Telephonic Hearing Notice scheduling this matter for an initial telephonic hearing on June 24, 2025, and assigning the matter to me as presiding officer.

Also on April 24, 2025, the Commission issued my Prehearing Order which provided the procedural rules that would govern the evidentiary hearing.

On June 24, 2025, the evidentiary hearing was held as scheduled. Both parties appeared at the evidentiary hearing. Ms. Ervin presented testimony in support of her Complaint. Prior to receiving evidence from PGW, the parties requested a continuance of the hearing so that Ms. Ervin's gas meter could be tested. I granted the request and continued the evidentiary hearing. Tr. 28-29.

On June 25, 2025, the Commission issued a Further Telephonic Hearing Notice scheduling this matter for a further telephonic hearing on September 2, 2025.

¹ The Complaint is a timely appeal of the informal determination by the Commission's Bureau of Consumer Services ("BCS") at BCS No. 4044908. The timely appeal is subject to *de novo* review. 52 Pa. Code § 56.173(a).

On June 26, 2025, the Commission issued my Prehearing Order which provided the procedural rules that would govern the further evidentiary hearing.

On September 2, 2025, the further evidentiary hearing was held as scheduled. Both parties appeared at the further evidentiary hearing. Ms. Ervin presented additional testimony in support of her Complaint and sponsored one exhibit, Complainant Exhibit 1, which was admitted into the record. PGW was represented by Graciela Christlieb, Esquire, who presented the testimony of two witnesses who sponsored six exhibits, PGW Exhibits 1-6, that were admitted into the record. Near the conclusion of the hearing, I granted PGW's request to submit a late-filed exhibit after the conclusion of the hearing. Tr. 102-103.

On September 15, 2025, PGW submitted via email PGW Exhibit 7. Ms. Ervin did not submit a legal objection to the admission of the exhibit into the record.

On September 26, 2025, the Commission issued my Order Closing the Record, wherein I admitted PGW Exhibit 7 into the record and closed the evidentiary record.

This matter is ready for disposition. For the reasons discussed below, the portion of the Complaint alleging overbilling by PGW will be dismissed. The portion of the Complaint requesting a payment arrangement will be granted, and Ms. Ervin will be issued a payment arrangement in the Ordering paragraphs below.

FINDINGS OF FACT

1. Complainant in this case is Halima Ervin.
2. Respondent in this case is Philadelphia Gas Works.

Overbilling

3. Ms. Ervin requested that gas service at 7540 Fayette Street, Philadelphia PA 19150 (“service address”) be placed in her name as of January 14, 2025. Tr. 55; PGW Exhibit 2, p. 1.

4. Naeem Carter is a field service technician employed by PGW, whose job duties entail responding to reports of gas leaks. Tr. 43.

5. On January 15, 2025, Ms. Ervin contacted PGW and reported that there was a faint smell of gas coming from the stove at the service address. PGW Exhibit 1, p. 1.

6. Mr. Carter responded to the January 15, 2025, gas leak report from Ms. Ervin and found a gas leak at the stove and a gas leak on the fuel line. Tr. 45; PGW Exhibit 1, p. 2.

7. Mr. Carter was unable to isolate the leak on the fuel line; therefore, he turned off gas service at the service address. Tr. 46; PGW Exhibit 1, p. 3.

8. Ms. Ervin had the gas leaks repaired and on January 16, 2025, PGW restored the gas service at the service address and placed service in Ms. Ervin’s name. Tr. 58; PGW Exhibit 2, p. 5.

9. On January 28, 2025, Ms. Ervin received a PGW bill for service provided to the service address from January 16, 2025, to January 24, 2025, in the amount of \$56.37. PGW Exhibit 4.

10. On June 30, 2025, Ms. Ervin's gas meter was exchanged. Complainant Exhibit 1; PGW Exhibit 6, p. 3.
11. On July 21, 2025, Ms. Ervin's gas meter was tested. Complainant Exhibit 1; PGW Exhibit 6, p. 3.
12. After testing, Ms. Ervin's meter was found to be running 2.2% slow. PGW Exhibit 6, p. 3.
13. When a meter tests slow, the meter is under-recording gas usage, which could lead to bills being issued that are lower than they should have been. Tr. 62.
14. On August 25, 2025, Ms. Ervin received a letter from PGW's Meter & Measurement, Field Services Department, that stated that Ms. Ervin's gas meter tested 2.2% fast. Complainant Exhibit 1.
15. The August 25, 2025, letter went on to explain that a fast meter means that the meter was registering more gas than was actually used at the property, that Ms. Ervin is entitled to a refund or credit for the overcharge, and that the meter testing fee is refundable and would be credited to her account. Complainant Exhibit 1.
16. PGW Exhibit 7 is the affidavit of Kyle Bamberski, supervisor of PGW's Field Service Department, dated September 15, 2025. PGW Exhibit 7.
17. The September 15, 2025, affidavit of Mr. Bamberski states that Ms. Ervin's gas meter tested an average of 2.2% slow. PGW Exhibit 7, p. 1.
18. The September 15, 2025, affidavit of Mr. Bamberski states that the August 25, 2025, letter from PGW's Field Services Department incorrectly stated that

Ms. Ervin's gas meter tested 2.2% fast and that Ms. Ervin was entitled to a refund or credit for the overcharge. PGW Exhibit 7, p. 1.

19. The September 15, 2025, affidavit of Mr. Bamberski states that Ms. Ervin did not pay a meter testing fee and is not entitled to a refund for such. PGW Exhibit 7, p. 1.

20. The September 15, 2025, affidavit of Mr. Bamberski contains a verification, signed by Mr. Bamberski, whereby Mr. Bamberski certifies subject to the penalties of 18 Pa.C.S. § 4904 that the statements in the affidavit are true and correct based upon his personal knowledge, information, and belief. PGW Exhibit 7, p. 2.

Payment arrangement

21. On March 6, 2025, Ms. Ervin submitted an informal complaint with the Commission's BCS, at BCS No. 4044908, seeking a payment arrangement. PGW Exhibit 5.

22. On March 10, 2025, the BCS granted the Informal Complaint at BCS No. 4044908 and provided Ms. Ervin with a Commission-issued payment arrangement. PGW Exhibit 5.

23. The present Formal Complaint is a timely appeal of the BCS's determination at BCS No. 4044908.

24. Ms. Ervin lives at the service address by herself. Tr. 40.

25. Ms. Ervin's only source of income is her social security monthly benefit in the amount of \$2,765. Tr. 41.

DISCUSSION

Legal Standards

Burden of proof

As a matter of law, to establish a legally sufficient claim, 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 (1990). The offense must also be a violation of the Public Utility Code, a Commission regulation or order or a violation of a Commission-approved tariff. 66 Pa.C.S. § 701.

Section 332(a) of the Public Utility Code (“Code”) provides that a complainant, as the party seeking affirmative relief from the Commission, 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).

Additionally, this Commission's decision must be supported by substantial evidence in the record. 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); *Murphy v. Pa. Dep't of Pub. Welfare, White Haven Ctr.*, 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 complainant's evidence, the burden of going forward with the evidence shifts back to complainant, who must rebut the utility's evidence with some additional 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 a complainant. *Milkie v. Pa. Pub. Util. Comm'n*, 768 A.2d 1217 (Pa. Cmwlth. 2001) (“*Milkie*”); *Burleson v. Pa. Pub. Util. Comm'n*, 443 A.2d 1373 (Pa. Cmwlth. 1982), *aff'd*, 461 A.2d 1234 (Pa. 1983).

Overbilling

Where a complainant alleges overbilling by their utility provider, the Commission utilizes the Waldron rule. *See Waldron v. Phila. Elec. Co.*, 54 Pa.P.U.C. 98 (1980) (“*Waldron*”). *Waldron* and its progeny hold that to establish a *prima facie* case of overbilling, complainant must prove, by a preponderance of the evidence that: (1) the number of occupants in the household has not changed; (2) the potential for energy utilization was low; and (3) the complainant’s billing history shows no prior abnormalities. *Waldron; Replogle v. Pa. Elec. Co.*, 54 Pa.P.U.C. 528 (1980).

The Commonwealth Court of Pennsylvania clarified the *Waldron* rule in *Milkie*, holding:

While the rule is often explained by stating that the ratepayer must establish certain specific elements in order to make out a *prima facie* case of overbilling by a utility company, we believe this view is too restrictive. Rather, the controlling principle is that even where the utility can present evidence that it has tested the customer’s meter and found it to be accurate, the customer may, nonetheless, prove his case by circumstantial evidence which would support a finding that the metered usage

exceeded the actual usage. Thus, as our Supreme Court has explained, the rule operates as a device by which the complainant is protected from dismissal because of his inability to marshal direct proof that his meter had malfunctioned.

Milkie, 768 A.2d at 1219-20 (citing *Burleson*, 461 A.2d at 1235). In *Thomas v. PECO Energy Co.*, Docket No. C-2010-2187197 (Opinion and Order entered Nov. 15, 2011) (*Thomas*), the Commission contemplated the types of evidence that might establish a *prima facie* case pursuant to *Waldron*:

[C]onsistent with our holding in *Charisse Bennett v. Peoples Natural Gas Co.*, Docket No. C-2009-2122979 (Order entered October 13, 2010), the Waldron Rule allows a complainant to establish a *prima facie* case in a “high bill” Complaint by showing that the disputed bill is abnormally high when compared to prior usage patterns and his or her pattern of usage has not changed or by providing other relevant evidence showing that the disputed bill is unreasonably high. In evaluating a “high bill” Complaint, the Commission may consider such evidence as “the billing history of the account, any change in usage patterns (such as a change in the number of occupants residing in the household or potential energy utilization), and any other relevant facts or circumstances that come to light during the proceeding.”

Thomas at 5 (citing *Bennett v. Peoples Natural Gas Co.*, Docket No. C-2009-2122979 at 6 (Opinion and Order entered Oct. 13, 2010)).

Regarding the accuracy of a customer’s meter, the “tolerance standard” established by the Commission's Regulations at 52 Pa. Code § 59.22 state, in relevant part, that:

§ 59.22. Adjustment of bills for meter error.

(a) *Fast meters.* If, upon test of a meter, it is found to have an average error of more than 2.0% fast, the public utility shall refund to or credit the customer for the overcharge, based upon what the meter would have registered had it not been fast or slow for a period equal to 1/2 the time elapsed since the last previous test, but not to exceed 12 months or 1/2 the period of occupancy of the premises by the customer, whichever is less. If the period of registration error may be definitely fixed, the overcharge shall be computed for the period. If the meter has not been tested under § 59.21 (relating to meter tests), the period for which it has been in service beyond the regular test period shall be included in computing the refund.

(b) *Slow meters.* If, upon test of a gas meter it is found to have an average error of more than 2.0% slow, the public utility may render a bill for the gas consumed but not covered by bills previously rendered, for a period equal to ½ of the time elapsed since the last previous test, but not to exceed 3 months. If the period of registration error may be definitely fixed, the charge may be computed for the period.

52 Pa. Code § 59.22(a)-(b).

Payment arrangement

Complainant in this matter 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)).

Analysis

Overbilling

In this matter, Ms. Ervin argued that she has been overbilled by PGW. As cited above, for Ms. Ervin to meet her burden of proof, she must provide circumstantial evidence that demonstrates that the metered usage exceeded the actual usage. *Milkie*.

In support of her allegation that she has been overbilled, Ms. Ervin testified that she reported a gas leak at her property to PGW in January 2025. Ms. Ervin believed that the gas leak at her service address contributed to her being overbilled for her January 28, 2025, bill. Tr. 6-11.

PGW presented the testimony of Naeem Carter, a field service technician employed by PGW. Tr. 43. As a field service technician, Mr. Carter responds to gas leaks, and does pipe work inside homes. Tr. 43. Mr. Carter testified that on January 15, 2025, Ms. Ervin contacted PGW and reported that there was a faint smell of gas coming from the stove at the service address. PGW Exhibit 1, p. 1. Mr. Carter responded to the gas leak report the same day and found a gas leak at the stove and a gas leak on the fuel line. Tr. 45; PGW Exhibit 1, p. 2. Mr. Carter was unable to isolate the leak on the fuel line; therefore, he turned off gas service at the service address. Tr. 46; PGW Exhibit 1, p. 3.

PGW additionally presented the testimony of Darneese Mallard, a customer review officer employed by PGW. Tr. 54. Regarding the gas leaks at the service address, Ms. Mallard testified that on January 16, 2025, after Ms. Ervin had the leaks repaired, PGW restored the gas service at the service address and placed service in her name. Tr. 58; PGW Exhibit 2, p. 5. On January 28, 2025, Ms. Ervin received a bill from

PGW in the amount of \$56.37, for gas service rendered to the service address from January 16, 2025, to January 24, 2025. PGW Exhibit 4.

After reviewing the evidence, I find that Ms. Ervin failed to meet her burden of proving that she was overbilled for her January 28, 2025, bill. The record evidence shows that gas service was not placed into Ms. Ervin's name until after she corrected the leaks at the service address on January 16, 2025, which rebuts Ms. Ervin's argument that she was overcharged due to the gas leaks at her property.

Additionally, Ms. Ervin also claimed that she was overbilled by PGW because her gas meter was faulty. Tr. 37-39. On June 30, 2025, Ms. Ervin's meter was exchanged, and on July 21, 2025, the meter was tested. Complainant Exhibit 1; PGW Exhibit 6, p. 3. On August 25, 2025, Ms. Ervin received a letter from PGW's Meter & Measurement, Field Services Department that stated that Ms. Ervin's gas meter tested 2.2% fast. Complainant Exhibit 1. The letter went on to explain that a fast meter means that the meter was registering more gas than was actually used at the property, that Ms. Ervin is entitled to a refund or credit for the overcharge, and that the meter testing fee would be considered refundable and credited to her account. *Id.*

In response, PGW witness Mallard testified that Ms. Ervin's gas meter tested 2.2% slow. PGW Exhibit 6, p. 3. Ms. Mallard explained that a meter testing slow means that the meter is under-recording gas usage, which could lead to bills being issued that are lower than they should have been. Tr. 62. Regarding the Field Services Department letter that stated that Ms. Ervin's gas meter tested 2.2% fast, admitted as PGW Exhibit 7 is the affidavit of Kyle Bamberski, the supervisor of PGW's Field Services Department, dated September 15, 2025. PGW Exhibit 7. Per the affidavit, the Field Services Department letter was incorrect, and Ms. Ervin's gas meter tested 2.2% slow. The affidavit further stated that Ms. Ervin is not entitled to a refund or credit, and

that Ms. Ervin did not pay a meter testing fee and therefore is not entitled to a refund for such. PGW Exhibit 7.

After reviewing the evidence, I find that Ms. Ervin's gas meter was tested and found to be faulty. However, although I find that Ms. Ervin's meter was incorrectly registering gas usage, this fact does not support a finding that she has been overbilled by PGW. This is because Ms. Ervin's meter was tested and found to be slow. Specifically, the meter tested 2.2% slow, which is outside of the 2% tolerance threshold set forth in the Commissions regulations at 52 Pa. Code § 59.22(b). Although I acknowledge Ms. Ervin received a letter from PGW's Field Services Department that stated that her meter tested 2.2% fast, I am persuaded by the testimony of Ms. Mallard and the affidavit of Kyle Bammerski, who is the supervisor of the Field Services Department, that the Field Services Department letter was issued in error. The meter testing results report admitted into the record as PGW Exhibit 6, which provides that Ms. Ervin's meter tested 2.2% slow, further support a finding that the Field Services Department letter was issued in error.

Ms. Ervin's meter testing slow means that the meter under-recorded gas usage at the service address. Pursuant to the Commission's regulations, PGW would be permitted to render a bill for the gas consumed but not covered by bills previously rendered. 52 Pa. Code § 59.22(b). The record evidence does not show that PGW has pursued issuing a bill for the gas consumed but not covered by bills previously rendered.

Overall, Ms. Ervin failed to provide any additional evidence that would support a finding that the metered usage exceeded the actual usage. Therefore, I find that Ms. Ervin failed to meet her burden of proving that she was overbilled by PGW.²

² As PGW has been found to have been incorrectly recording Ms. Ervin's gas usage, the Commission is authorized to impose a civil penalty against PGW for the

Payment arrangement

Lastly, I will address Ms. Ervin's request for a Commission-issued payment arrangement. Although Ms. Ervin was issued a payment arrangement at BCS No. 4044908, this Complaint is a timely appeal of that BCS determination. Given the timely appeal of the BCS determination, Ms. Ervin in this matter is seeking her first Commission-issued payment arrangement. *See Ronald diOrazio v. North East Heat and Light Co.*, Docket No . F-2008-2052918 (Opinion and Order entered June 15, 2009) for the proposition that a BCS issued payment arrangement only becomes the one Commission issued payment arrangement, as permitted by Chapter 14, if the decision is not timely appealed.

Ms. Ervin testified that she has a gross monthly household income of \$2,765 and lives alone. Tr. 40-41. Based on her household income and size, Ms. Ervin falls between 150% and 250% of the Federal poverty level.³ Therefore, pursuant to principles of Chapter 14 as applied through the *Statement of Policy*, Ms. Ervin is eligible for a three-year payment arrangement. 66 Pa.C.S. § 1405(b)(2). Accordingly, Ms. Ervin will be issued a three-year payment arrangement in the Ordering paragraphs below.

violation. 66 Pa.C.S. § 3301. I find it unnecessary to impose a civil penalty against PGW because, even though Ms. Ervin's meter was found to be slow, it has not pursued issuing a bill to Ms. Ervin for the gas consumed but not covered by bills previously rendered.

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

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the parties and the subject matter of this dispute. 66 Pa.C.S. § 701.

2. As the proponent of a rule or order, Complainant has the burden of proof in this matter. 66 Pa.C.S. § 332(a).

3. To establish a sufficient case and satisfy the burden of proof, the Complainant must show that Respondent is responsible or accountable for the problem described in the Complaint by a preponderance of the evidence. *Patterson v. Bell Tel. Co. of Pa.*, 72 Pa.P.U.C. 196 (1990); *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 578 A.2d 600 (Pa. Cmwlth. 1990).

4. A preponderance of the evidence is evidence more convincing, by even the smallest amount, than that presented by the other party. *Se-Ling Hosiery v. Margulies*, 70 A.2d 854 (Pa. 1950).

5. Any finding of fact necessary to support the Commission's adjudication must be based upon substantial evidence. 2 Pa.C.S. § 704.

6. Where a complainant alleges overbilling by their utility provider, the Commission utilizes the Waldron rule which holds that to establish a *prima facie* case of overbilling, complainant must prove, by a preponderance of the evidence that: (1) the number of occupants in the household has not changed; (2) the potential for energy utilization was low; and (3) the complainant's billing history shows no prior abnormalities. *Waldron v. Phila. Elec. Co.*, 54 Pa.P.U.C. 98 (1980).

7. In evaluating a “high bill” Complaint, the Commission may consider such evidence as “the billing history of the account, any change in usage patterns (such as a change in the number of occupants residing in the household or potential energy utilization), and any other relevant facts or circumstances that come to light during the proceeding.” *Thomas v. PECO Energy Co.*, Docket No. C-2010-2187197 (Opinion and Order entered Nov. 15, 2011).

8. If, upon test of a meter, it is found to have an average error of more than 2.0% fast, the public utility shall refund to or credit the customer for the overcharge, based upon what the meter would have registered had it not been fast or slow for a period equal to 1/2 the time elapsed since the last previous test, but not to exceed 12 months or 1/2 the period of occupancy of the premises by the customer, whichever is less. If the period of registration error may be definitely fixed, the overcharge shall be computed for the period. If the meter has not been tested under § 59.21 (relating to meter tests), the period for which it has been in service beyond the regular test period shall be included in computing the refund. 52 Pa. Code § 59.22(a).

9. If, upon test of a gas meter it is found to have an average error of more than 2.0% slow, the public utility may render a bill for the gas consumed but not covered by bills previously rendered, for a period equal to ½ of the time elapsed since the last previous test, but not to exceed 3 months. If the period of registration error may be definitely fixed, the charge may be computed for the period. 52 Pa. Code § 59.22(b).

10. In its Statement of Policy, 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. *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).

11. 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. *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).

12. 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: Three years for customers with a gross monthly household income level exceeding 150% and not more than 250% of the Federal poverty level. *Statement of Policy* at 4 (citing 66 Pa.C.S. § 1405(b)(2)).

13. Ms. Ervin has failed to meet her burden of proving that she was overbilled by PGW. 66 Pa.C.S. § 332(a).

14. Ms. Ervin has met her burden of proving that she is eligible for a Commission-issued payment arrangement. 66 Pa.C.S. § 332(a).

ORDER

THEREFORE,

IT IS ORDERED:

1. That the Formal Complaint filed by Halima Ervin in *Halima Ervin v. Philadelphia Gas Works*, Docket No. F-2025-3054349, is sustained, in part and dismissed, in part.

