

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Tamara Adderly	:	
	:	
v.	:	C-2025-3056456
	:	
Philadelphia Gas Works	:	

INITIAL DECISION

Before
Barbara Shadie Nause
Administrative Law Judge

INTRODUCTION

This Initial Decision sustains the Formal Complaint of a gas service customer because she satisfied her burden of proving that she is eligible for a second Commission-issued payment arrangement.

HISTORY OF THE PROCEEDING

On July 23, 2025, Tamara Adderly (Complainant or Ms. Adderly) filed a Formal Complaint (Complaint) with the Pennsylvania Public Utility Commission (Commission) against Philadelphia Gas Works (PGW, Company, or Respondent). Ms. Adderly checked the boxes on the Complaint form stating that the utility is threatening to shut off her service or has already shut off her service, and that she is requesting a payment agreement that is affordable. Complaint ¶ 4. Under relief, Complainant asked to be put back on a payment plan that was affordable. Complaint ¶ 5.

On August 12, 2025, PGW filed its Answer to the Complaint which admitted in part and denied in part the various material allegations of the Complaint. Specifically, PGW averred that Complainant has received multiple PGW-issued payment agreements that have not been satisfied as well as one Commission-issued payment arrangement that has not been satisfied.

By Hearing Notice dated August 15, 2025, an Initial Call-In Telephone Hearing was scheduled for October 29, 2025, and the matter was assigned to me.

A Prehearing Order was issued on August 21, 2025, advising the parties of the date and time of the scheduled hearing, and informing them of the procedures applicable to the proceeding.

On October 29, 2025, the hearing convened as scheduled. Complainant, who appeared *pro se*, testified on her own behalf. I granted Complainant leave, without objection, to submit two exhibits¹, Complainant Exhibits 1 and 2, by close of business, October 31, 2025. Tr. 41. Graciela Christlieb, Esquire, appeared on behalf of PGW and presented the testimony of Darneese Mallard, a Customer Review Officer at PGW. PGW offered five exhibits, PGW Exhibits 1 thorough 5, which were all admitted into the record without objection.

The record in this matter consists of a 49-page transcript and five exhibits. The record closed on November 18, 2025, upon the filing of the transcript with the Commission.

¹ Complainant Exhibit 1 was not received until November 3, 2025, and therefore, was not considered in this Initial Decision. Complainant failed to provide Complainant Exhibit 2.

FINDINGS OF FACT

1. Complainant is Tamara Adderly. Tr. 6.
2. Respondent is Philadelphia Gas Works, a jurisdictional gas utility distribution company providing residential and commercial gas services in the Commonwealth of Pennsylvania.
3. Complainant receives gas service from PGW at 7627 Burholme Avenue, Philadelphia, Pennsylvania 19111 (Service Address). Tr. 6.
4. Complainant resides with her son, who is a full-time student, at the Service Address. Tr. 10.
5. Complainant's gas service was not shut off at the Service Address. Tr. 10.
6. Complainant is an independent contractor through Kidney Care, and she is responsible for paying her own taxes. Tr. 43.
7. Complainant makes \$15.62 per hour and works three days per week. Tr. 11, 17.
8. Complainant did not provide the number of hours she worked per day. Tr.11.
9. Complainant's biweekly gross pay never exceeded \$750.00. Tr. 12.

10. Complainant's gross monthly household income is approximately \$1,500.² Tr. 12.

11. Complainant's household income is less than 100% of the Federal Poverty Income Guidelines (FPIG), for a two-person household.³

12. On September 24, 2024, Complainant received a Commission-issued Level 1 payment arrangement from the Bureau of Consumer Services (BCS) at BCS No. 3996865, consisting of \$168.00 budget billing plus \$35.00 towards the arrears for a total monthly payment of \$203.00. Tr. 24, 26; PGW Exh. 3.

13. Complainant's income at the time of the 2024 Commission-issued payment arrangement was \$1,709.50 in monthly wages for a household of two. Tr. 25; PGW Exh. 3.

14. Complainant defaulted on the 2024 Commission-issued payment arrangement due to non-payment. Tr. 24, 32; PGW Exh. 2.

15. On June 27, 2025, the Complainant submitted an informal complaint with the BCS at BCS No. 4073977 requesting a subsequent payment arrangement due to a change in her income. Tr. 26; PGW Exh. 4.

16. On July 18, 2025, Complainant's Informal Complaint with the BCS No. 4073977 was dismissed due to Complainant's failure to provide supporting change in income documentation. Tr. 27; PGW Exh. 4.

² Ms. Adderly testified that she makes \$15.62/hr. and works three days per week and her biweekly pay never exceed \$750.00. Tr. 11, 12.

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>.

17. Complainant's monthly household income has decreased by 12.25% since the 2024 Commission-issued payment arrangement.⁴

18. As of the date of the hearing, Complainant's outstanding balance was \$3,166.67. Tr. 36; PGW Exh. 5.

DISCUSSION

As the party seeking affirmative relief from the Commission, Complainant bears the burden of proving by substantial evidence that she is entitled to the requested relief. 66 Pa.C.S. § 332(a). To satisfy this burden, Complainant must show that the named utility is responsible or accountable for the problem described in the Complaint. *Patterson v. Bell Telephone Co. of Pa.*, 72 Pa. P.U.C. 196 (1990); *Feinstein v. Philadelphia Suburban Water Co.*, 50 Pa. P.U.C. 300 (1976). This must be shown by a preponderance of the evidence, that is, by presenting evidence more convincing, by even the smallest amount, than that presented by the other party. *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 578 A.2d 600 (Pa. Cmwlth. 1990); *Se-Ling Hosiery v. Margulies*, 70 A.2d 854 (Pa. 1950). Additionally, any finding of fact necessary to support the Commission's adjudication must be based upon substantial evidence. *Mill v. Pa. Pub. Util. Comm'n*, 447 A.2d 1100 (Pa. Cmwlth. 1982); *Edan Transp. Corp. v. Pa. Pub. Util. Comm'n*, 623 A.2d 6 (Pa. Cmwlth. 1993); 2 Pa.C.S. § 704. More is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. *Norfolk and Western Ry. v. Pa. Pub. Util. Comm'n*, 413 A.2d 1037 (Pa. 1980); *Erie Resistor Corp. v. Unemployment Compensation Bd. of Review*, 166 A.2d 96 (Pa. Super. 1960); *Murphy v. Dep't. of Public Welfare, White Haven Center*, 480 A.2d 382 (Pa. Cmwlth. 1984).

⁴ $((\$1,500 - \$1,709.50) \div \$1,709.50) \times 100 = -12.25\%$

Upon the presentation by Complainant of evidence sufficient to initially satisfy the burden of proof, the burden of going forward with the evidence to rebut the evidence of Complainant shifts to Respondent. If the evidence presented by Respondent is of co-equal weight, Complainant has not satisfied her burden of proof. Complainant would be required to provide additional evidence to rebut the evidence of the Respondent. *Burleson v. Pa. Pub. Util. Comm'n*, 443 A.2d 1373 (Pa. Cmwlth. 1982), *aff'd*, 461 A.2d 1234 (1983).

While the burden of persuasion 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).

By law, a public utility is entitled to receive payment for the service it provides. *Scaccia v. West Penn Power Co.*, 55 Pa. P.U.C. 637 (1982); *Kea v. Peoples Natural Gas Co.*, 60 Pa. P.U.C. 215 (1985); *Mill v. Pa. Pub. Util. Comm'n*, 447 A.2d 1100 (Pa. Cmwlth. 1982). Consequently, Respondent has the right to bill and receive payment for the utility service actually supplied. 66 Pa.C.S. § 1303; *Neal v. Phila. Gas Works*, Docket No. Z-00871874 (Final Order entered Jan. 4, 2002); *Angie's Bar v. Duquesne Light Co.*, 72 Pa. P.U.C. 213 (1990).

Additionally, all customers are obligated to pay for utility service. Otherwise, unpaid bills are included in the utility's uncollectible expenses, which all of its remaining customers must pay. *Bolt v. Duquesne Light Co.*, Docket No. Z-8721758 (Opinion and Order entered Apr. 8, 1988). A payment arrangement, which prevents service termination as long as Complainant complies with it, is a privilege, not a right. *Mandell v. Duquesne Light Co.*, Docket No. C-20030234 (Opinion and Order entered Mar. 17, 2004).

In this case, Complainant is seeking a new payment arrangement due to a decrease in her income. The Responsible Utility Customer Protection Act (Act), 66 Pa.C.S. §§ 1401-1419, did apply to complaints alleging inability to pay and requesting a Commission-issued payment arrangement. This Act provided strict guidelines that the Commission had to follow when determining whether a payment arrangement can be issued and the length of the payment arrangement. However, Chapter 14 has subsequently sunset, effective December 31, 2024, according to its provisions, 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. *Sunset of Chapter 14, Title 66 of the Pennsylvania Public Utility Code*, Docket No. M-2024-3052328 (Statement of Policy entered Dec. 24, 2024). In particular, the Commission's Statement of Policy states that the principles of Chapter 14 of the Code, 66 Pa.C.S. §§ 1401-1419 (Chapter 14), and specifically Section 1405 and definitions of Section 1403 will continue after the expiration of Chapter 14 on December 31, 2024. *Id.* at 5.

Section 1405(a) - (b) of the Code reads as follows:

§ 1405. Payment arrangements

(a) General rule.—The commission is authorized to investigate complaints regarding payment disputes between a public utility, applicants, and customers. The commission is authorized to establish payment arrangements between a public utility, customers, and applicants within the limits established by this chapter.

(b) Length of payment arrangements.—The length of time for a customer to resolve an unpaid balance on an account that is subject to a payment arrangement 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.

66 Pa.C.S. § 1405(a) - (b).

Section 1405(d) regarding payment arrangements reads in pertinent part:

(d) Number of payment arrangements.

Absent a change in income, the commission shall not establish or order a public utility to establish a second or subsequent payment arrangement if a customer has defaulted on a previous payment arrangement established by a commission order or decision. A public utility may, at its discretion, enter into a second or subsequent payment arrangement with a customer.

66 Pa.C.S. § 1405(d) (emphasis added).

"Change in income" is defined as:

A decrease in household income of 20% or more if the customer's household income level exceeds 200% of the Federal poverty level or a decrease in household income of

10% or more if the customer's household income level is
200% or less of the Federal poverty level.

66 Pa.C.S. § 1403 (emphasis added).

Here, Complainant was already the beneficiary of a Commission-issued payment arrangement on September 24, 2024, which was based on a gross monthly household income of \$1,709.50 and a household size of two. Complainant defaulted on this Commission-issued payment arrangement. During the hearing, Complainant testified that she earns \$15.62 per hour and works three days per week. In addition, she testified that her biweekly pay never exceeded \$750.00. Thus, Complainant's total monthly household income is currently \$1,500.00, which is a 12.25% decrease since the September 24, 2024, Commission-issued payment arrangement. Since this decrease is more than 10%, it does constitute a "change in income" as defined by Section 1403.

Further, Since October 2023, Complaint has made a good faith effort to pay her utility bills and there was no evidence presented that she filed this Formal Complaint to avoid paying those utility bills. Although she defaulted on an initial Commission-issued payment arrangement, Complainant has made twenty-five successful payments from October 25, 2023 through October 27, 2025 and the Commission should exercise its discretion to allow a second Commission-issued payment arrangement. *Matkoskey v. Penelec*, Docket No. F-2022-3034596 (Opinion and Order entered July 28, 2023).

Therefore, pursuant to Section 1405(b)(1), the Commission is authorized to establish a second payment arrangement. 66 Pa.C.S. §§ 1403, 1405(b)(1). Accordingly, Complainant will be granted a five-year repayment period to extinguish her arrearage.

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the subject matter and parties to this proceeding. 66 Pa.C.S. § 701. 1401–1419; *Sunset of Chapter 14, Title 66 of the Pennsylvania Public Utility Code*, Docket No. M-2024-3052328 (Statement of Policy entered Dec. 24, 2024).

2. The Responsible Utility Customer Protection Act applies to this proceeding. 66 Pa.C.S. §§ 1401–1419; *Sunset of Chapter 14, Title 66 of the Pennsylvania Public Utility Code*, Docket No. M-2024-3052328 (Statement of Policy entered Dec. 24, 2024).

3. The Commission is authorized to establish a payment arrangement between a public utility and a customer. 66 Pa.C.S. § 1405(a); *Sunset of Chapter 14, Title 66 of the Pennsylvania Public Utility Code*, Docket No. M-2024-3052328 (Statement of Policy entered Dec. 24, 2024).

4. The length of time for a customer to resolve an unpaid balance on an account that is subject to a payment arrangement that is investigated by the Commission and is entered into by a public utility and a customer shall not extend beyond five years for customers with a gross monthly household income level not exceeding 150% of the Federal poverty level. 66 Pa.C.S. § 1405(b)(1); *Sunset of Chapter 14, Title 66 of the Pennsylvania Public Utility Code*, Docket No. M-2024-3052328 (Statement of Policy entered Dec. 24, 2024).

5. Following the sunset of Chapter 14, Title 66 of the Pennsylvania Public Utility Code, the Commission’s regulations codified at 52 Pa. Code Chapter 56 shall remain in effect until amended. *Sunset of Chapter 14, Title 66 of the Pennsylvania Public Utility Code*, Docket No. M-2024-3052328 (Statement of Policy entered Dec. 24, 2024).

6. The principles of Section 1405 and definitions of Section 1403 of the Pennsylvania Public Utility Code will continue after the expiration of Chapter 14 on December 31, 2024. *Sunset of Chapter 14, Title 66 of the Pennsylvania Public Utility Code*, Docket No. M-2024-3052328 (Statement of Policy entered Dec. 24, 2024).

7. "Change in income" is defined as: A decrease in household income of 20% or more if the customer's household income level exceeds 200% of the Federal poverty level or a decrease in household income of 10% or more if the customer's household income level is 200% or less of the Federal poverty level. 66 Pa.C.S. § 1403; *Sunset of Chapter 14, Title 66 of the Pennsylvania Public Utility Code*, Docket No. M-2024-3052328 (Statement of Policy entered Dec. 24, 2024).

8. The Complainant has carried her burden of proving that she is eligible for a Commission-issued payment arrangement. 66 Pa.C.S. §§ 332(a), 1405; *Sunset of Chapter 14, Title 66 of the Pennsylvania Public Utility Code*, Docket No. M-2024-3052328 (Statement of Policy entered Dec. 24, 2024).

9. The Commission can exercise its discretion to allow a second Commission-issued payment arrangement. *Matkoskey v. Penelec*, Docket No. F-2022-3034596 (Opinion and Order entered July 28, 2023).

ORDER

THEREFORE,

IT IS ORDERED:

1. That the Formal Complaint of Tamara Adderly in Tamara Adderly v. Philadelphia Gas Works at Docket No. C-2025-3056456 is sustained.

2. That Tamara Adderly shall make monthly payments consisting of her current monthly budget bill plus one-sixtieth ($1/60^{\text{th}}$) of the arrearage balance accrued on her account, beginning with the first billing due date following the entry of the Commission's Final Order in this case, and continuing thereafter on the due date for the payment of each regular monthly bill, until the arrearage on her account has been paid in full.

3. That as long as Tamara Adderly maintains the terms of the payment arrangement stated herein, Philadelphia Gas Works shall not suspend or terminate her utility service except for valid safety or emergency reasons or assess late payments or finance charges against her account.

4. That if Tamara Adderly does not keep the payment schedule stated herein, Philadelphia Gas Works is authorized to suspend or terminate her utility service in accordance with the Public Utility Code and Commission Regulations.

