

**PENNSYLVANIA  
PUBLIC UTILITY COMMISSION  
Harrisburg, PA 17120**

Public Meeting held January 29, 2026

Commissioners Present:

Stephen M. DeFrank, Chairman  
Kimberly Barrow, Vice Chair  
Kathryn L. Zerfuss  
John F. Coleman, Jr.  
Ralph V. Yanora

Virginia Maine

C-2025-3054454

v.

Philadelphia Gas Works

**OPINION AND ORDER**

**BY THE COMMISSION:**

Before the Pennsylvania Public Utility Commission (Commission) for consideration and disposition are the Exceptions of Virginia Maine (Ms. Maine or Complainant), filed on November 10, 2025, to the Initial Decision (I.D.) of Special Agent Michael J. Mroczka, issued on October 21, 2025 in the above-captioned proceeding. Replies to Exceptions were filed by Philadelphia Gas Works (PGW or

Company) on November 24, 2025.<sup>1</sup> In the Initial Decision, Special Agent Mroczka dismissed the Formal Complaint (Complaint) of Virginia Maine against PGW, on the grounds that the Complainant failed to meet her burden of proof.

For the reasons set forth below, we shall deny the Exceptions and adopt the Initial Decision, as clarified by this Opinion and Order.

## I. History of the Proceeding

On April 7, 2025, the Complainant filed the instant Complaint with the Commission, alleging that PGW was threatening to shut off her service. The Complainant averred that she had an overdue PGW bill that she would like to pay off, but that she cannot pay the total amount in one payment. Complaint at 2. Ms. Maine also averred that she had requested that PGW provide a “catch up” payment amount, but PGW indicated that there was no “catch up” amount available and the total amount of her bill totaling around \$9,000 is due. *Id.* at 2-3. The Complainant acknowledged that she had broken “contracts” with PGW but requested a “catch up amount to pay now” and a payment agreement. *Id.* at 9.

On April 24, 2025, PGW filed an Answer to the Complaint, wherein it admitted, in part, and denied, in part, various material allegations in the Complaint. Answer 1-2. In its Answer, the Company acknowledged that, on March 13, 2025, it

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<sup>1</sup> As noted below, no Certificate of Service was included with the Complainant’s Exceptions to indicate that PGW had been properly served with the Complainant’s Exceptions. Consequently, on November 12, 2025, the Commission issued a Secretarial Letter (*November 2025 Secretarial Letter*) serving the Exceptions on the Company and granted the Company until November 24, 2025 to file Reply Exceptions. *November 2025 Secretarial Letter* at 1.

issued a ten-day shut off notice for the gas service<sup>2</sup> at the service address. PGW admitted that the Complainant requested a payment agreement from the Company. PGW explained that its records also indicated that the Complainant had multiple PGW-issued payment agreements that were not kept, as well as a Commission-issued payment agreement that was not satisfied. *Id* at 1. PGW further requested that the Commission deny all relief requested in the Complaint, dismiss the Complaint, and grant any other relief in favor of PGW as deemed appropriate. *Id.* at 2.

By Hearing Notice dated May 1, 2025, the Office of Administrative Law Judge (OALJ) notified the parties that an initial telephonic hearing was scheduled for July 9, 2025, at 10:00 a.m. The case was assigned to Special Agent Michael J. Mroczka. On May 1, 2025, Special Agent Mroczka issued a Prehearing Order which, *inter alia*, reminded the Parties of the date and time of the scheduled hearing and informed them of the procedures applicable to the proceeding.

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

On August 26, 2025, Ms. Maine, via email, requested an additional continuance of this matter, providing proof of a conflicting doctor's appointment. PGW objected to the continuance. However, Special Agent Mroczka granted Ms. Maine's continuance request, and the August 27, 2025 Hearing was subsequently cancelled.

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

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<sup>2</sup> PGW indicated that the Complainant established service at the service address on November 9, 1982. Answer at 1.

The Special Agent convened the telephonic hearing, as scheduled, on September 8, 2025, at 10:00 a.m. The Complainant appeared *pro se* and offered no exhibits for the record. PGW was present at the hearing and represented by counsel. The Company presented the testimony of one witness, Darnise Mallard, a PGW Customer Review Officer, who sponsored five exhibits into the record.

The record consists of the thirty-six page transcript and PGW's five exhibits. The record closed on September 25, 2025, when the transcript and exhibits were filed with the Commission.

On October 21, 2025, the Commission issued the Initial Decision of Special Agent Mroczka. Therein, he dismissed Ms. Maine's Complaint against PGW, on the grounds that the Complainant failed to meet her burden of proof that she is eligible for a second or subsequent Commission-issued payment arrangement (PAR) or an extension of her prior Commission-issued payment agreement.

As previously noted, the Complainant filed Exceptions on November 10, 2025, but did not include a Certificate of Service. Thus, on November 12, 2025, the Commission issued the *November 2025 Secretarial Letter* serving the Exceptions on the Company and providing the Company until November 24, 2025 to file any Replies to Exceptions. *November 2025 Secretarial Letter* at 1.

On November 24, 2025, PGW timely filed its Replies to Exceptions.

## **II. Discussion**

Preliminarily, we note that any issue that we do not specifically delineate or address herein shall be deemed to have been duly considered and denied without further

discussion. It is well-settled that the Commission is not required to consider expressly or at length each contention or argument raised by the parties. *Consolidated Rail Corp. v. Pa. PUC*, 625 A.2d 741, 744 (Pa. Cmwlth. 1993); *see also, generally, University of Pennsylvania v. Pa. PUC*, 485 A.2d 1217, 1222-1223 (Pa. Cmwlth. 1984).

## **A. Legal Standards**

### **1. Burden of Proof, 66 Pa.C.S. § 332(a)**

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. 66 Pa.C.S. § 332(a). The evidentiary burden of proof for actions before the Commission is the “preponderance of the evidence” standard. *Suber v. Pennsylvania Com’n on Crime and Delinquency*, 885 A.2d 678, 682 (Pa. Cmwlth. 2005) (*Suber*); *Samuel J. Lansberry, Inc. v. Pa. PUC*, 578 A.2d 600 (Pa. Cmwlth. 1990), *alloc. denied*, 602 A.2d 863 (1992) (*Lansberry*); *see also North American Coal Corporation v. Air Pollution Commission*, 279 A.2d 356 (Pa. Cmwlth. 1971). To establish a fact or claim by a preponderance of the evidence means to offer the greater weight of the evidence, or evidence that outweighs, or is more convincing than, by even the smallest amount, the probative value of the evidence presented by the other party. *See Se-Ling Hosiery, Inc. v. Margulies*, 70 A.2d 854, 855 (Pa. 1950). The offense must 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.

The burden of proof comprises two distinct burdens: the burden of production and the burden of persuasion. *Hurley v. Hurley*, 754 A.2d 1283 (Pa. Super. 2000). The burden of production, also called the burden of going forward with the evidence, determines which party must come forward with evidence to support a particular claim or defense. *Scott and Linda Moore v. National Fuel Gas Distribution*,

Docket No. C-2014-2458555 (Final Order entered August 25, 2015) (*Moore*). The burden of production goes to the legal sufficiency of a party's claim or affirmative defense. *Id.* It may shift between the parties during a hearing. If a complainant introduces sufficient evidence to establish the legal sufficiency of the claim, also called a *prima facie* case, the burden of production shifts to the utility to rebut the complainant's evidence. *See Id.* If the utility introduces evidence sufficient to balance the evidence introduced by the complainant, that is, evidence of co-equal value or weight, the complainant's burden of proof has not been satisfied and the burden of going forward with the evidence shifts back to the complainant. The complainant then must provide some additional evidence favorable to the complainant's claim. *Milkie v. Pa. PUC*, 768 A.2d 1217 (Pa. Cmwlth. 2001) (*Milkie*); *Burleson v. Pa. PUC*, 443 A.2d 1373 (Pa. Cmwlth. 1982), *aff'd*, 461 A.2d 1234 (Pa. 1983) (*Burleson*).

Having produced sufficient evidence to establish the legal sufficiency of a claim, the party with the burden of proof must also carry the burden of persuasion to be entitled to a favorable ruling. *See Moore*. While the burden of production may shift back and forth during a proceeding, the burden of persuasion never shifts; it always remains on a complainant as the party seeking affirmative relief from the Commission. *See Milkie, Burleson; see also Riedel v. County of Allegheny*, 633 A.2d 1325, 1328, n.11 (Pa. Cmwlth. 1993). It is entirely possible for a party to carry the burden of production but not be entitled to a favorable ruling because the party did not carry the burden of persuasion. *See Moore*. In determining whether a complainant has met the burden of persuasion, the ultimate fact-finder<sup>3</sup> may engage in determinations of credibility, may

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<sup>3</sup> In formal complaint proceedings, the Commission, not the Administrative Law Judge (ALJ) or the Special Agent, is the ultimate fact-finder; it weighs the evidence and resolves conflicts in testimony. When reviewing the Initial Decision of an ALJ or a Special Agent, the Commission has all the powers that it would have had in making the Initial Decision except as to any limits that it may impose by notice or by rule. *Milkie*, 768 A.2d at 1220, n. 7 (citing, *inter alia*, 66 Pa.C.S. § 335(a)).

accept or reject testimony of any witness in whole or in part, and may accept or reject inferences from the evidence. *See Moore* (citing *Suber*).

Finally, adjudications by the Commission 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. *Consolidated Edison Company of New York v. National Labor Relations Board*, 305 U.S. 197, 229, 59 S. Ct. 206, 217 (1983). More is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. *Norfolk & Western Railway Company v. Pa. PUC*, 413 A.2d 1037 (Pa. 1980); *Erie Resistor Corporation v. Unemployment Compensation Board of Review*, 166 A.2d 96 (Pa. Super. 1961); *Murphy v. Commonwealth Department of Public Welfare, White Haven Center*, 480 A.2d 382 (Pa. Cmwlth. 1984).

## **2. Payment Arrangements**

Prior to December 31, 2024, the Commission applied the provisions of The Responsible Utility Consumer Protection Act (Act), 66 Pa.C.S. §§ 1401-1419, to consumer complaints alleging a consumer’s inability to pay and requesting the Commission issue a payment arrangement. As of December 31, 2024, the Act has sunset, according to its provisions, and is not currently in effect. In light of the sunset of the Act, the Commission has 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 December 24, 2024) (*Statement of Policy*).<sup>4</sup>

The Commission’s *Statement of Policy* clarifies that “the Commission will apply this statement of policy in **all proceedings related to issues in Chapter 14** until further direction is provided.” *Statement of Policy* at 7 (emphasis added). In relevant part, the *Statement of Policy* outlines that:

... with regard to the provision of payment arrangements, and without prejudging any future matters that may come before us, the Commission will maintain its application of the four-tiered process establishing the length of payment arrangements currently articulated in Chapter 14. This includes principles provided in Section 1405(b) and the relevant definitions of “change in income” and “significant change in circumstance” as provided in Section 1403 of the Code, 66 Pa.C.S. §§ 1403, 1405(b).

As Chapter 14 currently requires, 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.

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<sup>4</sup> We note that the Commission, at its November 20, 2025, Public Meeting, adopted the Motion of Chairman DeFrank calling on the Commission’s Law Bureau, in conjunction with the Commission’s Bureau of Consumer Services (BCS) and other relevant Commission staff, to submit a Notice of Proposed Rulemaking incorporating the provisions of Chapter 14 into the Commission’s Regulations, including those followed by the Commission pursuant to the *Statement of Policy*. See, Docket No. M-2024-3052328 (Motion entered November 20, 2025).

- (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(b). The principles of Section 1405 and definitions of Section 1403 will continue after the expiration of Chapter 14 on December 31, 2024.

*Id.* at 4-5. The *Statement of Policy*, via footnote, clarifies that:

[c]onsistent with Chapter 14 at present, after December 31, 2024, utility customers will be eligible for one payment arrangement on arrearages accrued while not on a customer assistance program under such terms, subject to a change in income or a significant change in circumstance as again outlined in the existing statute.

*Id.* at 5, n. 3.

The language of the Act relating to the number of payment arrangements and cited by the *Statement of Policy* stated as follows:

- (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.
- (e) **Extension of payment arrangements.**--If the customer defaults on a payment arrangement established under subsections (a) and (b) as a result of

a significant change in circumstance, the commission may reinstate the payment arrangement and extend the remaining term for an initial period of six months. The initial extension period may be extended for an additional six months for good cause shown.

66 Pa.C.S. § 1405(d)-(e). The Act stated that to show a “change in income” a Complainant must show 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. The Act also defined “significant change in circumstances,” a definition which has also been adopted by the *Statement of Policy*, stating the Commission may extend a Commission-issued payment arrangement where the following conditions are present:

**“Significant change in circumstance.”** Any of the following criteria when verified by the public utility and experienced by customers with household income less than 300% of the Federal poverty level:

- (1) The onset of a chronic or acute illness resulting in a significant loss in the customer's household income.
- (2) Catastrophic damage to the customer's residence resulting in a significant net cost to the customer's household.
- (3) Loss of the customer's residence.
- (4) Increase in the customer's number of dependents in the household.

*Id.*

## **B. Special Agent's Initial Decision**

Special Agent Mroczka made eight Findings of Fact and reached seven Conclusions of Law. I.D. at 4-5, 13-14. The Findings of Fact and Conclusions of Law are incorporated herein by reference and are adopted without comment unless they are either expressly or by necessary implication rejected or modified by this Opinion and Order.

Special Agent Mroczka acknowledged that the Complainant requested a Commission-issued PAR. In his Initial Decision, Special Agent Mroczka noted that, 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. I.D. at 7 (citing *Statement of Policy*). With regard to the Commission issuance of PARs, the Special Agent noted that in its *Statement of Policy*, the Commission explained that it will maintain its application of the four-tiered process establishing the length of PARs previously articulated in Chapter 14 of the Code, 66 Pa.C.S. § 1401, *et seq.* I.D. at 7 (citing *Statement of Policy* at 4). In particular, the Special Agent highlighted the provisions in the Commission's *Statement of Policy* that the principles of Section 1405 and definitions of Section 1403 would continue after the expiration of Chapter 14 on December 31, 2024. I.D. at 7 (citing *Statement of Policy* at 5).

The Special Agent also noted that, 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.

I.D. at 7-8 (citing *Statement of Policy* at 4 (citing 66 Pa.C.S. § 1405(b))).

Special Agent Mroczka noted that Ms. Maine has a gross monthly household income of \$2,787.00 and a household size of one. I.D. at 8 (citing Tr. at 10, 14-15, 24; PGW Exh. 5). Based on the household income of \$2,787.00 per month, and her household size of one, the Special Agent explained that the Complainant falls between 150% and 250% of the Federal poverty level.<sup>5</sup> *Id.* Special Agent Mroczka concluded that, absent further restrictions, Ms. Maine would qualify for a Level 2 PAR. I.D. at 8 (citing 66 Pa.C.S. § 1405(b)(2)). However, due to restrictions placed on the Commission by the Code, as applied by the *Statement of Policy*, Special Agent Mroczka found that the Complainant was not eligible for a new Commission-issued PAR. I.D. at 8.

Special Agent Mroczka also noted that the Complainant had a previous Commission-issued PAR, which was issued on June 2, 2023.<sup>6</sup> I.D. at 9 (citing PGW

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<sup>5</sup> See Federal poverty guidelines, 90 Fed. Reg. 5917 (January 17, 2025); <https://aspe.hhs.gov/sites/default/files/documents/dd73d4f00d8a819d10b2fdb70d254f7b/detailed-guidelines-2025.pdf>.

<sup>6</sup> The Complainant's prior Commission-issued PAR, at Bureau of Consumer Services (BCS) Number 3914342, was a Level 2 agreement requiring Ms. Maine to pay approximately \$414.00 per month beginning in June 2023. PGW Exh. 4.

Exh. 4). At the time of issuance, Ms. Maine's total household income was determined to be \$2,262 per month with a household size of one. I.D. at 9 (citing Tr. at 22; PGW Exh. 4). The Special Agent noted that the Complainant defaulted on the June 2023 PAR. I.D. at 9 (citing Tr. at 22-23; PGW Exh. 3).

Special Agent Mroczka further explained that Ms. Maine's current household income is \$2,787.00, which is an increase of \$525 per month from the income determined in the June 2023 PAR and, with one person in the household, exceeds 200% of the Federal poverty level. In accordance with the Commission's *Statement of Policy*, Special Agent Mroczka found that the Complainant's income had to decrease by 20% in order to meet the "change in income" definition under Section 1403 of the Code to qualify for a second Commission-issued payment arrangement. I.D. at 9. The Special Agent also found that the Commission is not permitted to grant a second or subsequent payment arrangement under Chapter 14 of the Code, as applied by the *Statement of Policy*. I.D. at 10 (citing 66 Pa.C.S. §§ 1403, 1405(d)).

In addition, Special Agent Mroczka analyzed whether Ms. Maine is eligible for reinstatement and extension of the June 2023 PAR if the Complainant experienced a significant change in circumstances, as defined by Chapter 14, as followed by the *Statement of Policy*. I.D. at 10 (citing 66 Pa.C.S. §1405(e)).

Special Agent Mroczka found that although the Complainant lost income due to the COVID-19 pandemic, the June 2023 PAR was entered into *after* her loss of income. The Special Agent determined that Ms. Maine had not presented any evidence to meet any of the four criteria set forth in the definition of significant change of circumstances. Accordingly, Special Agent Mroczka found that the Complainant's request for a Commission-issued payment arrangement must be denied and the Complaint dismissed. I.D. at 11.

Further, Special Agent Mroczka examined the Complainant's concern with PGW's settlement policy, specifically, whether the Company's policy of allowing a certain number of PARs is in writing and available to the customer. The Special Agent noted PGW's testimony that it follows the Commission's Regulations at Sections 56.97 and 56.151, 52 Pa. Code §§56.97, 56.151, and that the Regulations do not require that a customer be offered a specific number of PARs. I.D. 11-13 (citing Tr. at 29). Special Agent Mroczka found that the Company acted in good faith and did not violate the Code or Commission Regulations when PGW denied additional PARs in this case after examining the size of the Complainant's account balance, her poor payment history and her likely inability to afford a PAR on such a large balance. I.D. at 12-13.

Based upon the record evidence, the Special Agent found that the Complainant failed to carry the burden of proof that she is eligible for a second or subsequent Commission-issued payment arrangement and, therefore, dismissed the Complaint. I.D. at 14-15.

### **C. Exceptions and Replies**

The Complainant's Exceptions consist of a five-page document of bullet points articulating her disagreements and confusion with certain terms or record evidence in this case. At the outset, we note that the format of the Exceptions does not strictly comply with Section 5.533(b) of the Commission's Regulations, which requires that each exception be numbered and identify the finding of fact and conclusion of law to which exception is taken. 52 Pa. Code § 5.533(b). Nevertheless, recognizing that the Complainant is appearing *pro se*, we will exercise our discretion to accept the Exceptions, as filed, pursuant to Section 1.2(a) of our Regulations, and consider the merits. 52 Pa. Code § 1.2(a); *Steve Atuahene and Agnes Atuahene v. Philadelphia Gas Works*, Docket No. F-2018-3004665 (Order entered October 11, 2019) (*Atuahene*).

In her Exceptions, Ms. Maine asserts that she has made a good faith attempt to pay her current outstanding bill and, as a PGW customer for over 50 years, she believes that her payment history has been “good” and “should be taken into account.” Exc. at 1. Ms. Maine indicates that her SAT tutoring business is operational again, allowing her to make reasonable monthly payments to PGW. *Id.* at 3.

The Complainant also claims that she has not seen PGW’s Exhibits but, at the same time, acknowledges that they were admitted into the record.<sup>7</sup> Exc. at 3. Ms. Maine asserts that there are several inconsistencies in the Initial Decision that she does not understand, including the “information about poverty level” and accuracy of the amount of her outstanding balance. *Id.* at 2.

In addition, the Complainant indicates that she is confused by the discussion in the Initial Decision that the Responsible Utility Customer Act, or Chapter 14, has sunset. The Complainant submits that this fact seems to contradict the discussion in the Initial Decision that the Commission is not able to grant a payment arrangement. Exc. at 2-3. The Complainant further argues that PGW’s policy of not offering additional payment arrangements if two have been broken should be examined. Because of her 50-year payment history with PGW, the Complainant submits that the Company should review its policy to determine if it is a “hard and fast rule,” which Ms. Maine believes it is not. *Id.* at 4.

The Complainant further argues that the Company is required to exercise good faith in an attempt to offer a reasonable PAR under the specific customer’s circumstances, including weighing the factors listed in Sections 56.97 and 56.151 of the Commission’s Regulations, 52 Pa. Code §§ 56.97 and 56.151. Exc. at 4. The

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<sup>7</sup> At the hearing, Ms. Maine confirmed that she received PGW’s Exhibits on the morning of September 8, 2025, contrary to the assertions in her Exceptions to the Initial Decision. Tr. at 7-8.

Complainant supports her claim by stating that discretion should be used in granting an additional payment arrangement in this case because Section 1405(d) indicates the use of discretion on the part of the public utility to enter into a second or subsequent payment arrangement with a customer. Exc. at 3 (citing I.D. at 9). The Complainant also cites Conclusion of Law No. 4 of the Initial Decision, as permitting the Commission to authorize a PAR between a public utility and a customer. Exc. at 5 (citing I.D. at 14).

In its Replies to Exceptions, PGW responds to the Complainant's argument that the Initial Decision is overwhelming to her, by pointing out that Ms. Maine is an active SAT tutor and that the Initial Decision is accessible to the average reasonable person. R. Exc. at 2. PGW also argues that the Complainant is receiving an undisclosed amount of income from her tutoring business, but Ms. Maine declined at the hearing to state the dollar amount on a monthly basis. *Id.* at 5-6.

PGW also submits that the Complainant's argument regarding her good faith effort to pay her gas bill is moot as, the Special Agent did not cite a lack of good faith on the part of the Complainant as a basis for the denial of a Commission-issued PAR. R. Exc. at 3. In addition, PGW responds to the Complainant's argument regarding good faith on the part of the Company to equitably resolve this matter by submitting that Ms. Maine cited an incorrect regulation and as another attempt by the Complainant to question why PGW would not settle this case by providing her another Company-issued payment agreement. *Id.* at 6.

Additionally, PGW asserts that the Complainant's claim that she had not seen the Company's exhibits is incorrect, as the Company served the exhibits on the Complainant via electronic mail on July 2, 2025, with an update on August 25, 2025; as well as sending all of the documents to the Complainant on the morning of the hearing on September 8, 2025. PGW also points out that the Special Agent asked whether Ms. Maine objected to the exhibits being admitted into the record. R. Exc. at 3 (citing

Tr. at 25). PGW further submits that the Complainant did not have any questions or objections regarding the Company's exhibits. R. Exc. at 4 (citing Tr. at 25).

PGW adds that the federal poverty level information is clearly explained in the Initial Decision and that the Complainant's account balance is accurate, as set forth in PGW's Exhibit 1 and the Company's testimony. R. Exc. at 4. PGW further argues that the Complainant's supplemental evidence in her Exceptions regarding a grandson occasionally staying with her should be disregarded as extra-record evidence and does not constitute a change in circumstances that it would alter the outcome of the Initial Decision issued in this proceeding. R. Exc. at 4-5.

#### **D. Disposition**

Before addressing the Exceptions, we note that any issue or Exception that we do not specifically address shall be deemed to have been duly considered and denied without further discussion. The Commission is not required to consider expressly or at length each contention or argument raised by the parties. *Consolidated Rail Corp. v. Pa. PUC*, 625 A.2d 741 (Pa. Cmwlth. 1993); *see also, generally, University of Pennsylvania v. Pa. PUC*, 485 A.2d 1217 (Pa. Cmwlth. 1984).

Initially we note that the information<sup>8</sup> provided by the Complainant in her Exceptions represents the Complainant's attempt to introduce new evidence and arguments after the closing of the record in this proceeding, and we shall deny and decline to review such additional evidence. It is well-established that parties cannot

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<sup>8</sup> The Complainant, at page 3 of her Exceptions, states that her grandson "did from time to time and for several months at a time, live at the service address." Ms. Maine indicates that the grandson was not a dependent, but that she paid his living expenses, indicating that this is a significant change in circumstances. Exc. at 3. However, during the hearing in this proceeding, the Complainant testified that she is the only one that lives in her household. Tr. at 10, 22.

introduce new evidence at the Exceptions stage. *Application of Apollo Gas Co.*, 1994 Pa. PUC LEXIS, at \*8-14 (Order entered February 10, 1994) (*Apollo Gas*). The information in the Complainant's Exceptions is introduced for the first time at this stage and is not contained in the record. Ms. Maine's extra-record evidence cannot be admitted into the record at this current procedural stage of the case. Therefore, we must reject this extra-record evidence, which the Complainant attempts to introduce with her Exceptions. *See Apollo Gas*.

Based upon the record in this proceeding and our review of the Parties' Exceptions and Replies, we agree with the Special Agent that the Complainant failed to prove that she was entitled to a second Commission-issued payment arrangement in accordance with the requirements previously articulated in Chapter 14 and the Commission's *Statement of Policy*.

We find that Special Agent Mroczka clearly explained the Complainant's burden of proof in this proceeding and properly analyzed the requirements regarding PARs, including the reasons that Ms. Maine did not qualify for an additional PAR. I.D. at 5-13; Tr. at 5-6.

We also conclude that the record evidence herein demonstrates that the Complainant received several payment agreements from PGW from May 2019 through November 2022. PGW Exh. 3. In addition, the Complainant was granted a Commission-issued PAR by BCS in June 2023. PGW Exh. 4. We concur with the Special Agent that, in cases involving requests for Commission-issued payment arrangements, the Commission has determined that, as a matter of policy, the Commission will continue to apply the relevant provisions of Chapter 14 of the Code, 66 Pa.C.S. §§ 1401, *et seq.* Therefore, in the present circumstances, a second or subsequent payment arrangement should be denied, based upon a Complainant's failure to establish a requisite decreased "change in income" under Section 1405(d) of the Code,

66 Pa.C.S. § 1405(d), because the Complainant's income increased from the income determined in the June 2023 Commission-issued PAR. I.D. at 9, *see also Statement of Policy*.

Additionally, we concur with the Special Agent's proper analysis that the Complainant did not prove that she was eligible for reinstatement and extension of the June 2023 Commission-issued PAR. It is clear from the record in this proceeding that the Complainant did not prove a significant change in circumstances as required by Section 1403 of the Code, 66 Pa.C.S. § 1403, as a basis for the Commission to reinstate or extend the June 2023 PAR. Tr. at 10, 22.

We further agree with Special Agent Mroczka that PGW is not required to offer a Complainant an infinite number of payment agreements and that the Company is to exercise good faith in an attempt to offer a reasonable payment arrangement as set forth in the Commission's Regulations at Sections 56.97 and 56.151. 52 Pa. Code §§ 56.97 and 56.151. We also concur with the Special Agent's finding that PGW acted in good faith and otherwise did not violate the Code or Commission Regulations. I.D. at 13. However, we note that Ms. Maine indicated several times at the hearing in this proceeding that "her objective is to pay my bill and get squared away with PGW." Tr. at 9, 26-27. We strongly encourage the Complainant to continue to make payments on her account so that she may reduce her arrearage and address her concern of remaining in her home. *Id.* at 26-27.

Based on our review of the record evidence in this proceeding, we are not swayed by the Complainant's Exceptions and we agree with the Special Agent that under the circumstances no payment arrangement should be issued.

However, we note that, to the extent the Special Agent characterized the provisions of Chapter 14 as "restrict[ing]" the Commission, we clarify that, Chapter 14

has sunset and the Commission continues to apply the provisions of Chapter 14, as directed in the *Statement of Policy*. It is a matter within the Commission's discretion to continue to examine the question of whether to grant a Commission-issued PAR under the provisions of Chapter 14, consistent with the Commission's *Statement of Policy* entered December 24, 2024. Therefore, because the Special Agent properly applied the relevant factors set forth in Chapter 14, as directed by the *Statement of Policy*, we find that the Special Agent properly weighed the evidence and testimony presented to conclude that the Complainant failed to carry her burden of proof on the Complaint, and thus, dismissal of the Complaint was appropriate.

### **III. Conclusion**

Based on the foregoing discussion, we shall deny the Complainant's Exceptions and adopt the Special Agent's Initial Decision that dismisses the Complaint, as clarified by this Opinion and Order; **THEREFORE**,

#### **IT IS ORDERED:**

1. That the Exceptions of Virginia Maine, filed on November 10, 2025, to the Initial Decision of Special Agent Michael J. Mroczka, issued on October 21, 2025, at Docket No. C-2025-3054454, are denied, consistent with this Opinion and Order.
2. That the Initial Decision of Special Agent Michael J. Mroczka, issued on October 21, 2025, at Docket No. C-2025-3054454, is adopted, as clarified by this Opinion and Order.

3. That the Formal Complaint filed by Virginia Maine on April 7, 2025, against Philadelphia Gas Works, at Docket No. C-2025-3054454, is dismissed.

4. That this proceeding be marked closed.

**BY THE COMMISSION,**

A handwritten signature in black ink, appearing to read "Matthew L. Homsher". The signature is written in a cursive style with a large initial "M".

Matthew L. Homsher  
Secretary

(SEAL)

ORDER ADOPTED: January 29, 2026

ORDER ENTERED: January 29, 2026