

**PENNSYLVANIA PUBLIC UTILITY COMMISSION
HARRISBURG, PENNSYLVANIA 17120**

Andrew Matthews
v.
Columbia Gas of Pennsylvania, Inc.

Public Meeting of February 19, 2026
3055603-OSA
Docket No. F-2025-3055603

STATEMENT OF VICE CHAIR KIMBERLY BARROW

Before the Commission are the Exceptions filed by Columbia Gas of Pennsylvania, Inc., (Columbia Gas) in response to the October 22, 2025 Initial Decision issued by Administrative Law Judge (ALJ) Emily I. DeVoe. The Initial Decision granted Andrew Matthews' Formal Complaint and awarded a 36-month payment arrangement.

In rendering this decision, the ALJ provided a well written and throughout analysis on Chapter 14, the *Sunset of Chapter 14, Title 66 of the Pennsylvania Public Utility Code* Statement of Policy,¹ binding norms,² and the payment arrangement precedent prior to Chapter 14. The ALJ concluded that due to the sunset of Chapter 14 and the non-codified Statement of Policy, the Commission and its presiding officers can use the pre-2004 payment arrangement factors found in *Mill v. Pa. Pub. Util. Comm'n*³ and *Baum v. Duquesne Light Co.*⁴ Specifically, the ALJ determined that “[i]f a presiding officer finds a fact-specific situation in which applying the expired Chapter 14 would be inequitable, the Commission or a presiding officer can follow the line of precedent that existed prior to 2004.”⁵ The ALJ found that issuing a payment arrangement under the expired Chapter 14 provisions would result in an untenable monthly payment of approximately \$792, which would be unrealistic, unreasonable, and inequitable.⁶ Thus, after viewing the record evidence,⁷ the ALJ exercised her discretion to award a 36-month payment arrangement. Columbia Gas filed Exceptions.

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) (Statement of Policy); 55 Pa.B. 268 (Jan. 11, 2025).

² Initial Decision, pg. 11 (entered October 22, 2025).

³ *Mill v. Pa. Pub. Util. Comm'n*, 447 A.2d 1100 (Pa. Cmwlth. 1982).

⁴ *Baum v. Duquesne Light Co.*, 57 Pa.P.U.C. 156 (1983).

⁵ Initial Decision, pg. 11.

⁶ Initial Decision, pg. 12. This monthly payment was based on the BCS-awarded payment arrangement and did not include the decreased budget billing or increased outstanding balance.

⁷ Notably, Mr. Matthews cares for his 18-year-old severely disabled son and suffered a financial hardship in September 2023 when he lost his high-paying job. He worked part-time until April 2024 when he started a job in his career field. Unfortunately, Mr. Matthews' furnace stopped working in October 2024 and it is currently non-functional. He unsuccessfully submitted a home warranty claim and has no heat in his home. Despite all these hardships, Mr. Matthews is current on his mortgage payment, was able to defer his truck payment by two months, and is on payment arrangements with his water and electric companies.

I am supportive of the Initial Decision's analysis on payment arrangements⁸ and believe that the specific facts in this case warrant utilizing discretion in awarding the 36-month payment arrangement. I believe that the combination of Mr. Matthews' recent additional monthly income and his demonstrated plan to address his debts, coupled with the extended payment time would have allowed Mr. Matthews to keep his utility service and prevent the outstanding balance from going to collections and burdening other ratepayers.

Handwritten signature of Kimberly Barrow in black ink.

February 19, 2026

Kimberly Barrow, Vice Chair

⁸ See also *Pamela Tucker v. FirstEnergy Pennsylvania Electric Company*, Docket No. C-2025-3052844 (Order entered January 29, 2026).