

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Michilean Lewis

v.

Philadelphia Gas Works

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C-2025-3057162

INITIAL DECISION

Before
Eranda Vero
Administrative Law Judge

INTRODUCTION

This Initial Decision denies the Formal Complaint filed by Michilean Lewis against Philadelphia Gas Works because she failed to carry her burden of proving, by a preponderance of the evidence, that she is not responsible for the charges accrued at her property from January 2022 to November 2025. This Decision also establishes a payment arrangement for Ms. Lewis.

HISTORY OF THE PROCEEDING

On August 25, 2025, Michilean Lewis (Ms. Lewis or Complainant) filed with the Pennsylvania Public Utility Commission (Commission) a Formal Complaint (Complaint) against Philadelphia Gas Works (PGW or Respondent) averring that PGW is improperly holding her responsible for the previous owner's outstanding balance. As

relief, she requests to have gas service placed in her name without being held responsible for the outstanding balance in question.

On September 16, 2025, PGW filed an Answer denying all material allegations of fact and conclusions of law in the Complaint.

An Initial Call-in Telephonic Hearing Notice dated September 29, 2025, notified the parties that an initial call-in telephone hearing was scheduled for November 24, 2025, at 10:00 a.m., and that the matter was assigned to me.

On September 29, 2025, I issued a Prehearing Order directing the parties to comply with various procedural requirements, reminding them of the time and date of the hearing and providing instructions for calling in to the hearing.

Due to a conflict in my schedule, the hearing was rescheduled for November 13, 2025, at 10:00 a.m. A Hearing Cancellation/Reschedule Notice issued on October 1, 2025, notified the parties of the new date and time.

The hearing convened as scheduled on November 13, 2025. Ms. Lewis appeared *pro se* and testified in support of her Complaint. Tracy Tripp, Esq., appeared on behalf of the Respondent and presented the testimony of Patricia Bernard, who is a Customer Review Officer with PGW. The Respondent sponsored three exhibits which were admitted into the record.

At the hearing, Ms. Lewis orally amended her Complaint to request a payment arrangement. PGW did not object to the amendment. Tr. 22.

The record closed on December 15, 2025, upon receipt of the hearing transcript.

FINDINGS OF FACT

1. Complainant is Michilean Lewis, who resides at 7730 Temple Road, Philadelphia, PA 19150 (Service Address). Tr. 8.
2. Respondent is Philadelphia Gas Works.
3. Ms. Lewis gained ownership of the Service Address on December 1, 2021. Tr. 10; PGW Exhibit 1.
4. Prior to Ms. Lewis gaining ownership the Service Address was owned and occupied by Ms. Lewis' father, Charles Lewis.
5. Charles Lewis was the ratepayer of record for gas service at the Service Address until April of 2025. PGW Exhibit 2.
6. Mr. Lewis no longer resides at the Service Address. Tr. 9-10.
7. The Service Address has been owned by Ms. Lewis' family for the last 35 to 40 years. Tr. 12.
8. Ms. Lewis has used the Service Address as her mailing address for many years. Tr. 12.
9. Ms. Lewis' driver's license, issued on November 15, 2021, bears the Service Address on it. PGW Exhibit 3.
10. The current outstanding balance for gas service at the Service Address is \$5,872.44. Tr. 18; PGW Exhibit 2.

11. The entire outstanding balance accrued after January 2022. Tr. 18; PGW Exhibit 2.

12. Ms. Lewis resides at the Service Address with her 16-year-old daughter. Tr. 23-34.

13. Ms. Lewis works full-time, 40 hours per week, at a payrate of \$21.00 per hour, and this is her only source of household income. Tr. 24.

14. Ms. Lewis has not received a prior Commission-issued payment arrangement. Tr. 27.

DISCUSSION

Burden of Proof

As the party seeking affirmative relief from the Commission, a complainant 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). As a matter of law, a complainant must show that the named utility is responsible or accountable for the problem described in the Complaint in order to prevail, and that the offense is a violation of the Public Utility Code (Code), the Commission's regulations, or order. 66 Pa.C.S. § 701; *Patterson v. Bell Tel. Co. of Pa.*, 72 Pa.P.U.C. 196 (1990). The burden of proof is comprised of two distinct burdens: (1) the burden of production; and (2) 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. *Moore v. Nat'l Fuel Gas Distrib.*, Docket. No. C 2014-2458555 (Final Order entered Aug. 25, 2015) (*Moore*). The burden of production goes to the legal sufficiency of a party's claim or affirmative defense. *Id.* The burden of production may shift between the parties during a hearing. A complainant may establish a prima facie case with circumstantial evidence. *See, Milkie v. Pa. Pub. Util. Comm'n*, 768 A.2d 1217 (Pa. Cmwlth. 2001) (*Milkie*). If a complainant introduces sufficient evidence to establish 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 Moore*.

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, who must provide some additional evidence favorable to the complainant's claim. *See Milkie* at 1220; *see also, Burleson v. Pa. Pub. Util. Comm'n*, 443 A.2d 1373 (Pa. Cmwlth. 1982), *aff'd*, 461 A.2d 1234 (Pa. 1983) (*Burleson*).

Having produced sufficient evidence to establish 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* at 1220; *see also, Riedel v. Cnty. of Allegheny*, 633 A.2d 1325 (Pa. Cmwlth. 1993); *Burleson* at 1375. 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 factfinder may engage in determinations of credibility, may 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 v. Pa. Comm'n on Crime & Delinquency*, 885 A.2d 678 (Pa. Cmwlth. 2005)).

Additionally, any decision of the Commission must be supported by substantial evidence in the record; more is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. 2 Pa.C.S. § 704; *Norfolk & W. Ry. Co. v. Pa. Pub. Util. Comm'n*, 413 A.2d 1037 (Pa. 1980).

Payment to Restore Service

Legal Standard

The Commission's regulation at 52 Pa.Code § 56.35 allows a public utility to require the payment of any outstanding balance, or portion of an outstanding balance, if the applicant resided at the property for which service is requested during the time the outstanding balance accrued and for the time the applicant resided there. A public utility may establish that an applicant previously resided at a property for which residential service is requested through the use of mortgage, deed or lease information, a commercially available consumer credit reporting service or other methods approved as valid by the Commission. In particular, section 56.35 states in relevant part as follows:

(a) A public utility may require, as a condition of the furnishing of residential service to an applicant, the payment of any outstanding residential account with the public utility which accrued within the past 4 years for which the applicant is legally responsible and for which the applicant was billed properly.

(b) A public utility may not require, as a condition of the furnishing of residential service, payment for residential service previously furnished under an account in the name of a person other than the applicant, except as provided for in paragraphs (1) and (2).

(1) A public utility may require the payment of an outstanding balance or portion of an outstanding balance if the applicant resided at the property for which service is requested during the time the outstanding balance accrued and for the time the applicant resided there, not exceeding 4 years from the date of the service request. The 4-year limit does not apply if the balance includes amounts that the utility was not aware of because of fraud or theft on the part of the applicant.

(2) A public utility may establish that an applicant previously resided at a property for which residential service is requested through the use of mortgage, deed or lease information, a commercially available consumer credit reporting service or other methods approved as valid by the Commission. Public utilities shall include in their tariffs filed with the Commission the methods, other than those specifically mentioned in this paragraph, used to determine the applicant's liability for any outstanding balance.

52 Pa. Code § 56.35 (a)-(b)(2) (emphasis added).

Analysis

At the hearing, Ms. Lewis testified that she gained ownership of the Service Address on December 1, 2021. Tr. 10; PGW Exhibit 1. Before then, the Service Address was owned and occupied by Ms. Lewis' father, Charles Lewis, who was the ratepayer of record for gas service at the Service Address until April of 2025. Tr. 8-10; PGW Exhibit 2. Ms. Lewis explained that Mr. Lewis no longer resides at the Service Address, but that when she applied to put gas service in her name, PGW held her responsible for the balance accrued during the time the account was in her father's name. Tr. 9-10. Ms. Lewis added that during the last four to five years she has split her time between residing with her boyfriend at 1551 S. Hollywood Street, Philadelphia, PA 19153 and the Service Address. Tr. 11-12. When asked whether she received any bills in her name at the Hollywood address, Ms. Lewis responded in the negative adding that, "Everything

attached to me has been attached to the [Service Address] for a long time because that house has been in my family for over 35, 40 years.” Tr. 12.

In response to Ms. Lewis’ claims, PGW’s witness Ms. Bernard testified that property records of the City of Philadelphia indicate that Michilean Lewis has been the owner of the property since December 1, 2021. Tr. 19; PGW Exhibit 1. To further establish that Ms. Lewis previously resided at the Service Address, Ms. Bernard sponsored PGW Exhibit 3, which is a copy of Ms. Lewis’ driver’s license, issued on November 15, 2021, bearing the Service Address on it. PGW Exhibit 3. Ms. Bernard further explained that PGW is holding the Complainant responsible only for the outstanding balance of \$5,872.44 which accrued at the Service Address after January of 2022. Tr. 18; PGW Exhibit 2.

Ms. Lewis failed to rebut the evidence presented by PGW. She failed to carry her burden of proving that PGW is improperly requiring payment of the outstanding balance which accrued after January of 2022. Not only was Ms. Lewis the legal owner of the Service Address by then, but she admitted to partially residing there during the period in question. Consequently, the portion of the Formal Complaint challenging PGW’s request for payment prior to establishing service in Ms. Lewis’ name is denied.

Payment arrangement

Legal Standard

At the hearing, Ms. Lewis orally amended her Complaint to request a payment arrangement. PGW did not object to the amendment. Tr. 22.

The Responsible Utility Customer Protection Act (Act), 66 Pa.C.S. §§ 1401-1419, applied to complaints alleging inability to pay and requesting a Commission-issued

payment arrangement. This Act provided strict guidelines that the Commission must follow when determining whether a payment arrangement can be issued and the length of the payment arrangement. I note that Chapter 14 has subsequently 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). 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 of the Public Utility Code regarding payment arrangements read in pertinent part:

(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) and (b). In addition, “Household income” was defined in section 1403 as “[t]he combined gross income of all adults in a residential household who benefit from the public service.” 66 Pa.C.S. § 1403 (Definition of “Household income”).

Analysis

Ms. Lewis testified that she resides at the Service Address with her 16-year-old daughter. Tr. 23-34. Ms. Lewis explained that she works full-time, 40 hours per week, at a payrate of \$21.00 per hour. Tr. 24. In response, Ms. Bernard testified that Ms. Lewis has not received a prior Commission-issued payment arrangement. Tr. 27. With a household income of \$3,640 per month¹ for a household size of two, Ms. Lewis is a level 2 income customer.² As a level 2 customer, Ms. Lewis is eligible for a three-year payment arrangement to pay her arrearages. 66 Pa.C.S. § 1405(b)(2).

¹ Ms. Lewis’ gross household income is \$21/hr x 40 hr/week x 52 weeks/year = \$43,680 per year or \$3,640/month.

² See Federal poverty guidelines, 90 Fed. Reg. 5917 (Jan. 17, 2025); <https://aspe.hhs.gov/sites/default/files/documents/dd73d4f00d8a819d10b2fdb70d254f7b/detailed-guidelines-2025.pdf>

In view of the above, Ms. Lewis will be awarded a payment arrangement requiring her to make monthly payments consisting of her current charges or budget bill, plus one thirty-sixth (1/36th) of the balance accrued on her account, beginning with the first billing due date following the entry of a final Commission Order in this case.

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the parties and the subject matter of this proceeding. 66 Pa.C.S. § 701.
2. The burden of proof in this proceeding is on the Complainant. 66 Pa.C.S. § 332(a).
3. Preponderance of the evidence means that the party with the burden of proof has presented evidence that is more convincing than that presented by the other party. *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 578 A.2d 600 (Pa. Cmwlth. 1990).
4. The Commission's decision must be supported by "substantial evidence," which consists of evidence that a reasonable mind might accept as adequate to support a conclusion. 2 Pa.C.S. § 704. A mere "trace of evidence or a suspicion of the existence of a fact" is insufficient. *Norfolk & W. Ry. Co. v. Pa. Pub. Util. Comm'n*, 413 A.2d 1037 (Pa. 1980).
5. A public utility may require the payment of an outstanding balance or portion of an outstanding balance if the applicant resided at the property for which service is requested during the time the outstanding balance accrued and for the time the applicant resided there, not exceeding four years from the date of the service request. 52 Pa. Code § 56.35.

6. A public utility may establish that an applicant previously resided at a property for which residential service is requested through the use of mortgage, deed or lease information, a commercially available consumer credit reporting service or other methods approved as valid by the Commission. 52 Pa. Code § 56.35.

7. The Complainant has failed to carry her burden of proving, by a preponderance of the evidence, that she is not responsible for the charges accrued at her property from January 2022 to November 2025.

8. 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).

9. Following the expiration of Chapter 14 of the Pennsylvania Public Utility Code on December 31, 2024, the Commission will maintain its application of the four-tiered process establishing the length of payment arrangements previously articulated in Chapter 14. *Sunset of Chapter 14, Title 66 of the Pennsylvania Public Utility Code*, Docket No. M-2024-3052328, at 4 (Statement of Policy entered Dec. 24, 2024).

10. 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, at 5 (Statement of Policy entered Dec. 24, 2024).

11. The Complainant has carried her burden of proving that she is eligible to a Commission-issued payment arrangement on the outstanding balance. 66 Pa.C.S. § 332(a).

ORDER

THEREFORE,

IT IS ORDERED:

1. That the Formal Complaint of Michilean Lewis in Michilean Lewis v. Philadelphia Gas Works at Docket No. C-2025-3057162 is granted, in part, and denied, in part.
2. That the Formal Complaint is denied as to Michilean Lewis' dispute of the gas the charges accrued at the Service Address from January 2022 to November 2025.
3. That the Complaint is granted as to Michilean Lewis' request for a payment arrangement.
4. That Michilean Lewis shall make monthly payments consisting of her current charges or budget bill, plus one-thirty-sixth ($1/36^{\text{th}}$) of the balance accrued on her account, beginning with the first billing due date following the entry of a final Commission Order in this case.
5. That, as long as Michilean Lewis adheres to the terms of this Order, Philadelphia Gas Works shall not assess any late payment charges nor shall Philadelphia Gas Works terminate service to Michilean Lewis, except for valid safety and/or emergency reasons.

