

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Munira Edens-McClean	:	
	:	
v.	:	C-2025-3056797
	:	
Philadelphia Gas Works	:	

INITIAL DECISION

Before
Eranda Vero
Administrative Law Judge

INTRODUCTION

This Initial Decision grants in part and denies in part the Formal Complaint filed by Munira Edens-McClean against Philadelphia Gas Works. The Decision denies the portion of the Formal Complaint concerning the discontinuance of a payment arrangement by the utility because Ms. Edens-McClean failed to prove that the utility violated a Commission statute, regulation or order. This Decision establishes a payment arrangement for Ms. Edens-McClean upon concluding that she has experienced a change in income.

HISTORY OF THE PROCEEDING

On August 12, 2025, Munira Edens-McClean (Ms. Edens-McClean or Complainant) filed with the Pennsylvania Public Utility Commission (Commission) a Formal Complaint (Complaint) against Philadelphia Gas Works (PGW or Respondent) alleging that the utility is threatening to shut off or has already shut off her service and

that she is unable to pay her outstanding balance in order to reconnect service. As relief, she requests that the Commission establish an affordable payment arrangement for her.

On September 2, 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 9, 2025, notified the parties that an initial call-in telephone hearing was scheduled for October 27, 2025, at 10:00 a.m. and that the matter was assigned to me.

On September 10, 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.

On October 7, 2025, Counsel for PGW filed a Motion requesting that the hearing scheduled for October 27, 2025 be continued to a later date due to her unavailability. The Motion indicated that Complainant did not object to the request. By email dated October 20, 2025, I informed the parties that PGW's Motion for continuance was granted.

A Cancelled/Rescheduled Initial Telephonic Hearing Notice dated October 21, 2025, notified the parties that an initial call-in telephone hearing was rescheduled for December 15, 2025, at 10:00 a.m.

The hearing was convened as scheduled on December 15, 2025. Ms. Edens-McClean appeared *pro se* and testified in support of her Complaint. Graciela Christlieb, Esq., appeared on behalf of the Respondent and presented the testimony of Jessica Antonetti, who is a Senior Customer Review Officer with PGW. The Respondent sponsored four exhibits which were admitted into the record.

At the hearing, I instructed counsel for PGW to submit as a late-filed exhibit information regarding the informal decision issued by the Commission's Bureau Consumer Services (BCS) at BCS Case No. 3892567. The deadline for submitting the documents was December 22, 2025. The deadline for filing written objections to the late-filed exhibits was January 2, 2026.

PGW submitted the late-filed exhibit timely. It is marked for identification as PGW late-filed Exhibit 5.

Complainant did not file any objections to the admission of PGW late-filed Exhibit 5. PGW late-filed Exhibit 5 is admitted into the record pursuant to the ordering paragraphs below.

The record closed upon receipt of my copy of the hearing transcript on January 12, 2026.

FINDINGS OF FACT

1. Complainant is Munira Edens-McClean, who resides at 934 Edgley Street, Philadelphia, PA 19122 (Service Address). Tr. 8.
2. Respondent is Philadelphia Gas Works.
3. On March 10, 2023, Ms. Edens-McClean filed an informal complaint with BCS at BCS Case No. 3892567 requesting a payment arrangement for gas service at 807 W. Wellens Avenue, Philadelphia PA 19141. PGW late-filed Exhibit 5.

4. On March 13, 2023, BCS issued a written informal decision in BCS Case No. 3892567 establishing a payment arrangement for Ms. Edens-McClean. PGW late-filed Exhibit 5.

5. On May 11, 2023, Ms. Edens-McClean defaulted on the payment arrangement issued by BCS at BCS Case No. 389527. Tr. 37-38.

6. On September 22, 2023, Ms. Edens-McClean entered into a payment arrangement with PGW as part of the resolution reached with the Company in the matter of *Munira Edens-McClean v. Philadelphia Gas Works*, Docket No. C- 2023-3041762. Tr. 34; PGW Exhibit 3.

7. The payment arrangement with PGW required Ms. Edens-McClean to make payments of \$353.00 per month towards her outstanding balance. Tr. 36; PGW Exhibit 1.

8. Between November 2023 and July 2024, Ms. Edens-McClean made monthly payments to PGW. PGW Exhibit 1.

9. In July of 2024, Ms. Edens-McClean requested that gas service at 807 W. Wellens Avenue, Philadelphia, PA 19141 be discontinued and removed from her name. Tr. 35.

10. On July 21, 2024, PGW removed Ms. Edens-McClean as the gas payer-of-record for gas service at 807 W. Wellens Avenue, Philadelphia, PA 19141. Tr. 35.

11. PGW cancelled the payment agreement with Ms. Edens-McClean as she was no longer a customer of record or seeking service at a different address. Tr. 18, 35.

12. On January 8, 2025, Ms. Edens-McClean established gas service at the Service Address. Tr. 35.

13. On May 6, 2025, Ms. Edens-McClean filed an informal complaint with BCS at BCS Case No. 4061506 requesting a payment arrangement for gas service at the Service Address. PGW Exhibit 4.

14. On May 6, 2025, Ms. Edens-McClean reported a household of two adults with a gross household income of \$6,316.83 per month. PGW Exhibit 4.

15. On May 13, 2023, BCS issued a written informal decision in BCS Case No. 4061506 establishing a payment arrangement for Ms. Edens-McClean upon finding that she was a level 4 income customer. PGW Exhibit 4.

16. The payment arrangement established by BCS at BCS Case No. 4061506 required Ms. Edens-McClean to pay a special budget amount of \$1,398.00 per month, consisting of the regular budget amount of \$123.00 per month, plus \$1,275.00 per month towards the arrearages, beginning with the July 2025 due date. PGW Exhibit 4.

17. Between July 10, 2024, and December 5, 2025, Ms. Edens-McClean made only one payment to PGW in the amount of \$300.00. PGW Exhibit 1.

18. Ms. Edens-McClean defaulted on the payment arrangement issued by BCS at BCS Case No. 4061506. PGW Exhibit 3.

19. As of the date of the hearing, Ms. Edens-McClean's outstanding balance with PGW was \$7,979.99. Tr. 17; PGW Exhibit 1.

20. Ms. Edens-McClean is currently the sole resident of the Service Address. Tr. 12-13.

21. Ms. Edens-McClean's gross household income is \$5,000 per month. Tr. 13.

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 fact-finder 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 arrangement

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.

* * *

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

Ms. Edens-McClean has defaulted on two Commission-issued payment arrangements. The last payment arrangement was issued by BCS on May 13, 2025, at BCS Case No. 4061506. Based on a reported gross household income of \$6,316.83 per month for a household of two adult individuals, BCS determined that Ms. Edens-McClean was a level 4 income customer and established a payment arrangement that required her to retire the outstanding balance in six monthly installment payments, in accordance with the provisions of 66 Pa.C.S. § 1405(b)(4). More specifically, the last Commission-issued payment arrangement required Ms. Edens-McClean to pay a special budget amount of \$1,398.00 per month, consisting of the regular budget amount of \$123.00 per month, plus \$1,275.00 per month towards the arrearages, beginning with the July 2025 due date. Ms. Edens-McClean defaulted on that payment arrangement. As of the date of the hearing, Ms. Edens-McClean’s outstanding balance with PGW was \$7,979.99. Tr. 17; PGW Exhibit 1.

At the hearing, Ms. Edens-McClean testified that she is currently the sole resident of the Service Address and that her gross household income is \$5,000 per month. Her current household income falls between 375% and 400% of the Federal poverty level.¹ It also represents a 20.8% decrease² from the \$6,316.83 monthly household income she reported to BCS in May of 2025, at BCS Case No. 4061506. As such, Ms. McClean’s current gross household income satisfied the definition of a “change of income” pursuant to 66 Pa.C.S. § 1403. In view of the above, Ms. Edens-McClean will

¹ See Federal poverty guidelines, 89 Fed. Reg. 2961 (Jan. 17, 2024); <https://aspe.hhs.gov/sites/default/files/documents/7240229f28375f54435c5b83a3764cd1/detailed-guidelines-2024.pdf>

² $[(\$5,000 - \$6,316.83) / \$6,316.83] \times 100 = -20.8\%$

be awarded a payment arrangement requiring her to make monthly payments consisting of her current or budget bill, plus one sixth (1/6th) 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.

Cancelled Payment Arrangement

At the hearing Ms. Edens-McClean averred that PGW had improperly cancelled an affordable Commission-issued payment arrangement when she moved from the 807 W. Wellens Avenue address to the Service Address. Tr. 10. In response, PGW's witness, Ms. Antonetti testified that the payment arrangement in question was one issued by the Company on September 22, 2023, as part of the settlement that PGW and the Complainant reached in the matter of *Munira Edens-McClean v. Philadelphia Gas Works*, Docket No. C- 2023-3041762. Tr. 34; PGW Exhibit 3. The payment arrangement was cancelled in July of 2024, when Ms. Edens-McClean requested that gas service at the 807 W. Wellens Avenue address be terminated and removed from her name. At the time, she did not request service at a new address, and it wasn't until January 8, 2025 that Ms. Edens-McClean established gas service at the Service Address.

Section 1403 of the Public Utility Code defined a "Customer" as follows,

"Customer." – A natural person in whose name a residential service account is listed and who is primarily responsible for payment of bills rendered for the service or any adult occupant whose name appears on the mortgage, deed or lease of the property for which the residential utility service is requested. The term includes a person who, within 30 days after service termination or discontinuance of service, seeks to have service reconnected at the same location or transferred to another location within the service territory of the public utility.

66 Pa.C.S. § 1403. (Emphasis added). Because Ms. Edens-McClean did not seek to have service reconnected to the 807 W. Wellens Avenue address or transferred to the Service Address within 30 days after the discontinuance of service at the former location, she was no longer considered a customer of PGW and the Company was correct in cancelling the payment arrangement it had with Ms. Edens-McClean. Consequently, I find that Ms. Edens-McClean failed to prove that PGW was in violation of a Commission statute, regulation or order when it terminated the payment arrangement it issued to the Complainant in September of 2023.

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. 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. *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).

6. 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. *See 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).

7. 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).

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

9. The Complainant has failed to carry her burden of proving that Respondent violated a Commission statute, regulation, or order when it cancelled the payment arrangement issued on September 22, 2023.

ORDER

THEREFORE,

IT IS ORDERED:

1. That PGW late-filed Exhibit 5 is admitted into the record.
2. That the Formal Complaint of Munira Edens-McClearn in Munira Edens-McClearn v. Philadelphia Gas Works at Docket No. C-2025-3056797 is granted, in part, and denied, in part.
3. That the Formal Complaint is denied as to Munira Edens-McClearn's claim that Philadelphia Gas Works improperly discontinued a payment arrangement when she changed her service address.
4. That the Complaint is granted as to Munira Edens-McClearn's request for a payment arrangement.
5. That Munira Edens-McClearn shall make monthly payments consisting of her current charges or budget bill, plus one sixth (1/6th) 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.
6. That, as long as Munira Edens-McClearn 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 Munira Edens-McClearn, except for valid safety and/or emergency reasons.

