

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Ayesha Mosley	:	
	:	
v.	:	F-2025-3057665
	:	
Philadelphia Gas Works	:	

INITIAL DECISION

Before
Eranda Vero
Administrative Law Judge

INTRODUCTION

This Initial Decision grants the Formal Complaint filed by Ayesha Mosley against Philadelphia Gas Works and establishes a payment arrangement for her.

HISTORY OF THE PROCEEDING

On September 19, 2025, Ayesha Mosley (Ms. Mosley 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 has shut off her gas service and that she is unable to pay her outstanding balance to PGW. As relief, Ms. Mosley requests that the Commission establish a payment arrangement for her.

This Complaint is a timely appeal of the informal decision issued by the Commission's Bureau of Consumer Services at BCS Case No. 4092224. A timely BCS appeal is subject to *de novo* review. 52 Pa. Code § 56.173(a).

On October 15, 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 October 24, 2025, notified the parties that an initial call-in telephone hearing was scheduled for December 18, 2025 at 10:00 a.m. and that the matter was assigned to me.

On October 24, 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.

The hearing was convened as scheduled on December 18, 2025. Ms. Mosley appeared *pro se* and testified in support of her Complaint. Graciela Christlieb, Esq., appeared on behalf of the Respondent and presented the testimony of Wendy Vacca, who is a Senior Customer Review Officer with PGW. The Respondent sponsored five exhibits which were admitted into the record.

The record closed on January 16, 2026 upon receipt of my copy of the transcript.

FINDINGS OF FACT

1. Complainant is Ayesha Mosley, who resides at 1429 West End Drive, Philadelphia, PA 19151 (Service Address). Tr. 9.

2. Respondent is Philadelphia Gas Works.
3. Ms. Mosley was out of work from August 2023 to December 2023, due to having heart surgery and the severe health complications that followed. Tr. 9-10.
4. On December 15, 2023, Ms. Mosley had an outstanding balance of \$409.62. PGW Exhibit 1.
5. From December 2023 to December 2024, Ms. Mosley made three payments to her account with PGW. PGW Exhibit 1.
6. From January 2025 to December 2025, Ms. Mosley made six payments to her account with PGW. PGW Exhibit 1.
7. On or about May 1, 2025, PGW issued a 10-Day Termination Notice to Ms. Mosley reflecting an outstanding balance of \$2,300. Tr. 15; PGW Exhibit 2.
8. On June 12, 2025, PGW shut off Ms. Mosley's gas service at the Service Address for nonpayment. Tr. 15-16; PGW Exhibit 3.
9. From May of 2018 to December 2025, Ms. Mosley has entered into six Company-issued payment arrangements and defaulted on five of them. Tr. 15-16; PGW Exhibit 4.
10. Ms. Mosley has not received a Commission-issued payment arrangement. Tr. 16; PGW Exhibit 4.
11. Ms. Mosley is the sole resident at the Service Address. Tr. 10.

12. Ms. Mosley is employed full-time at a pay rate between \$43.00 and \$47.00 per hour. Tr. 11.

13. As of the date of the hearing, Ms. Mosley's outstanding balance with PGW was \$2,075.00. Tr. 15; PGW Exhibit 1.

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).

Legal Standard

The Responsible Utility Customer Protection Act (Act or Chapter 14), 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 and specifically Section 1405 and the 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)-(b). 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." 66 Pa.C.S. § 1403 (Definition of "Household income").

In addition, the issuance of a payment agreement is a matter within the Commission's discretion. *Hewitt v. PECO Energy Co.*, Docket No. F-2011-2273271 at 11 (Order entered September 12, 2013). It is Commission policy to exercise its discretion when customers have demonstrated some evidence of a good-faith effort in paying utility bills or when customers have experienced a change of circumstances outside of their control. *Crawford v. Nat'l Fuel Gas Distrib. Corp.*, Docket No. C-20066348 at 15-16 (Opinion and Order entered Dec. 6, 2007).

I note that PGW lawfully terminated gas service at the Service Address on June 12, 2025, and Ms. Mosley is seeking to restore service at the Service Address. Concerning the restoration of gas service, Section 1407 of the Code stated that a public utility may require the following:

Full payment of any outstanding balance incurred together with any reconnection fees by the customer or applicant prior to reconnection of service if the customer or applicant has an income exceeding 300% of the Federal poverty level or has defaulted on two or more payment arrangements. If a customer or applicant with household income exceeding 300% of the Federal poverty level experiences a life event, the customer shall be permitted a period of not more than three months to pay the outstanding balance required for reconnection. For purposes of this subparagraph, a life event is:

- (A) A job loss that extended beyond nine months.
- (B) A serious illness that extended beyond nine months.
- (C) Death of the primary wage earner.

66 Pa.C.S. § 1407(c)(2)(i); see also 52 Pa.Code § 56.191 (regarding payment and timing to restore service).

Finally, Sections 56.32 and 56.38 of the Commission's regulations permit a utility to require payment of a security deposit to restore service to an applicant who previously received public utility distribution services and was a customer of the public utility and whose service was terminated for nonpayment of an undisputed delinquent account. 52 Pa.Code § 56.32(a)(1)(i). An applicant required by a public utility to pay a deposit may be required by the public utility to pay 50% prior to, and as a condition of,

the reconnection of service with 25% billed 30 days after reconnection of service and 25% billed 60 days after the reconnection of service. 52 Pa.Code § 56.38(b).

Analysis

At the hearing, Ms. Mosley testified that she was out of work from August 2023 to December 2023, due to having heart surgery and the severe health complications that followed. Tr. 9-10. Her health crisis caused her to fall behind in paying her utility bills. Tr. 10. According to Ms. Mosley, the Respondent was unwilling to work with her and establish a payment arrangement for her and instead, terminated her service in June of 2025. Tr. 10. She added that she is employed full-time at a pay rate between \$43.00 and \$47.00 per hour and she is the sole resident at the Service Address. Tr. 10, 11.

In response, PGW's witness Wendy Vacca testified that as of the date of the hearing, Ms. Mosley's outstanding balance with PGW was \$2,075.00. Tr. 15; PGW Exhibit 1. On June 12, 2025, PGW shut off Ms. Mosley's gas service at the Service Address for nonpayment. Tr. 15-16; PGW Exhibit 3. Ms. Vacca explained that Ms. Mosley has received several Company-issued payment arrangements but she has not received a Commission-issued payment arrangement. Tr. 15-16; PGW Exhibit 4.

A careful review of the evidence submitted by PGW reveals that Ms. Mosley has made a good faith effort to control her outstanding balance with PGW. At the end of her unemployment period in December of 2023, her outstanding balance was \$409.62. PGW Exhibit 1. She made three payments between December 2023 and December 2024, and six payments between January 2025 and December 2025. PGW Exhibit 1. In addition, Ms. Mosley did satisfy one of the payment arrangements issued to her by the Company. PGW Exhibit 4. In view of the above, I find that Ms. Mosley is eligible for a Commission-issued payment arrangement.

Ms. Mosley's gross household income is \$89,440 per year.¹ With a gross household income of \$89,440 per year for a household of one, Ms. Mosley's household income exceeds 300% of the Federal poverty level and she is a Level 4 income customer.² 66 Pa.C.S. § 1405(b)(4). As a Level 4 customer, Ms. Mosley is eligible to a six-month payment arrangement to extinguish her arrears. *Id.* This payment arrangement will require Ms. Mosley 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.

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).

¹ The \$89,440 amount is calculated using the lowest of the two hourly rates provided by Ms. Mosley in her testimony: \$43/hr x 40 hrs/week x 52 weeks/yr = \$89,440/yr. Using the highest of the two hourly rates that she reported, Ms. Mosley's gross annual income is \$97,760/yr (\$47/hr x 40 hrs/week x 52 weeks/yr = \$97,760/yr). Both amounts exceed 300% of the Federal poverty level.

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>

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 (Statement of Policy entered Dec. 24, 2024); 66 Pa.C.S. § 1405.

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 (Statement of Policy entered Dec. 24, 2024); 66 Pa.C.S. §§ 1405, 1403.

8. The issuance of a payment agreement is a matter within the Commission's discretion. *Hewitt v. PECO Energy Co.*, Docket No. F-2011-2273271 at 11 (Order entered September 12, 2013).

9. It is Commission policy to exercise its discretion when customers have demonstrated some evidence of a good-faith effort in paying utility bills or when customers have experienced a change of circumstances outside of their control.

Crawford v. Nat'l Fuel Gas Distrib. Corp., Docket No. C-20066348 at 15-16 (Opinion and Order entered Dec. 6, 2007).

10. A public utility may require full payment of any outstanding balance incurred together with any reconnection fees by the customer or applicant prior to reconnection of service if the customer or applicant has an income exceeding 300% of the Federal poverty level or has defaulted on two or more payment arrangements. 66 Pa.C.S. § 1407(c)(2)(i).

11. If a customer or applicant with household income exceeding 300% of the Federal poverty level experiences a life event, the customer shall be permitted a period of not more than three months to pay the outstanding balance required for reconnection. 66 Pa.C.S. § 1407(c)(2)(i).

12. For purposes of 66 Pa.C.S. § 1407(c)(2)(i), a life event is: (a) a job loss that extended beyond nine months; (b) a serious illness that extended beyond nine months; (c) death of the primary wage earner. 66 Pa.C.S. § 1407(c)(2)(i).

13. Section 56.32 of the Commission's regulations permits a utility to require payment of a security deposit to restore service to an applicant who previously received public utility distribution services and was a customer of the public utility and whose service was terminated for nonpayment of an undisputed delinquent account. 52 Pa.Code § 56.32(a)(1)(i).

14. An applicant required by a public utility to pay a deposit may be required by the public utility to pay 50% prior to, and as a condition of, the reconnection of service with 25% billed 30 days after reconnection of service and 25% billed 60 days after the reconnection of service. 52 Pa.Code § 56.38(b).

15. The Complainant has carried her burden of proving that she is eligible to receive 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 Ayesha Mosley in Ayesha Mosley v. Philadelphia Gas Works at Docket No. F-2025-3057665 is granted.

2. That within thirty (30) days of the entry of a final Commission Order in this matter, Philadelphia Gas Works shall issue a bill to Ayesha Mosley in the amount of one-sixth (1/6th) of the balance accrued on her account.

3. That upon receipt of payment of one-sixth (1/6th) of the balance accrued on Ayesha Mosley's account, plus any other fees Philadelphia Gas Works may legally access, Philadelphia Gas Works shall reinstate service at the Service Address.

4. That beginning with the first billing due date following reinstatement of service, Ayesha Mosley shall make monthly payments consisting of her budget bill

