

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Ronald Edward Ashby	:	
	:	
v.	:	C-2018-3001410
	:	
UGI Utilities, Inc.	:	

**INITIAL DECISION**

Before  
Mary D. Long  
Administrative Law Judge

**INTRODUCTION**

A formal complaint against a gas utility is dismissed because the complainant failed to prove that the utility did not render reasonable customer service regarding the relocation of his gas meter.

**HISTORY OF THE PROCEEDING**

On April 19, 2018, Ronald Edward Ashby (Complainant) filed a formal complaint against UGI Utilities, Inc. (UGI), alleging that UGI was threatening to terminate his service and challenging UGI's proposed placement of his gas meter. Specifically, he alleges that UGI threatened to terminate his gas service instead of responding to his meter relocation request emails. As relief, he requests UGI place his gas meter in an unobtrusive location because his home is located in an historic district. UGI filed an answer on May 14, 2018, which admitted that the Complainant's meter required relocation, but denied that UGI failed to respond appropriately to the Complainant's meter relocation request.

By hearing notice dated May 16, 2018, the matter was assigned to me and scheduled for a hearing on July 9, 2018. At my request, the parties agreed to reschedule the hearing to July 10, 2018. I issued a prehearing order on May 16, 2018, which set forth the procedural guidelines for the conduct of the hearing.

The hearing convened as scheduled. The Complainant appeared and was self-represented. He testified on his own behalf. UGI was represented by Mark C. Morrow, Esquire. UGI offered the testimony of one witness, Jose Figueroa, and offered two exhibits which were admitted into the record. The hearing resulted in a transcript of 40 pages. By interim order dated August 9, 2018, the record was closed.

#### FINDINGS OF FACT

1. The Complainant is Ronald Edward Ashby, who resides at 125 North Charlotte Street, Lancaster, Pennsylvania. (N.T. 10)

2. The Complainant's home is located in a designated historic district. (N.T. 22)

3. The Respondent, UGI Utilities, Inc., is a jurisdictional public utility.

4. In October 2017, the Complainant was notified that the city of Lancaster planned to convert North Charlotte Street from a one-way street to a two-way street. (N.T. 11)

5. Additionally, UGI would be updating its utility facilities. (N.T. 11-12)

6. A public meeting was held in November 2017, for the purpose of permitting citizens to review the plans. (N.T. 12, 25)

7. At the meeting, UGI explained that it would be replacing its lines with higher pressure lines and that individual gas meters would be moved outside the home. (N.T. 12-13)

8. Jose Figueroa, UGI's operation manager responsible for the North Charlotte Street project, discussed the project with the Complainant at the November meeting. (N.T. 26)

9. Mr. Figueroa explained to the Complainant that the placement of meters related to the project would be decided by UGI on a case-by-case basis. (N.T. 26; see also N.T. 12)

10. UGI sent letters to customers affected by the North Charlotte Street project 30 days before beginning the project. (N.T. 25-26)

11. The Complainant was angry that UGI threatened to terminate his gas service if he did not permit his meter to be placed outside his home. (N.T. 15, 21)

12. The Complainant contacted UGI requesting reconsideration of the outside placement of his gas meter. (N.T. 17)

13. Mr. Figueroa became aware of the Complainant's concerns related to the placement of his gas meter from the on-site supervisor to whom the Complainant spoke. (N.T. 27; see also N.T. 13)

14. UGI met with the Complainant to discuss the placement of his meter. (N.T. 14; 28)

15. UGI agreed to place the Complainant's meter inside his home, but installed the regulator in an unobtrusive corner outside his home. (N.T. 15; 28; UGI Exs. 1, 2)

16. The Complainant is satisfied with the placement of the regulator.  
(N.T. 15)

17. If a gas line is upgraded from a lower pressure line to a medium pressure system, it is not safe to energize a service line without gaining access to a customer's meter.  
(N.T. 33)

18. It is generally more expensive to move gas meters outside a residence rather than to leave the gas meter inside. (N.T. 31)

19. UGI employees do not receive any financial incentive from UGI if a customer agrees to the outdoor placement of a meter. (N.T. 32)

### DISCUSSION

Section 701 of the Public Utility Code (Code) provides that any person may complain, in writing, about any act or thing done or omitted to be done by a public utility in violation, or claimed violation, of any law which the Commission has the jurisdiction to administer, or of any regulation or order of the Commission.<sup>1</sup> A person seeking affirmative relief from the Commission has the burden of proof.<sup>2</sup>

In this matter, the Complainant is the party seeking affirmative relief from the Commission; therefore, he has the burden of proof. This means that he must establish a material fact by a preponderance of the evidence, and must show that the company has violated the Public Utility Code or Commission orders and regulations.<sup>3</sup>

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<sup>1</sup> 66 Pa.C.S. § 701.

<sup>2</sup> 66 Pa.C.S. § 332(a).

<sup>3</sup> Se-Ling Hosiery, Inc. v. Margulies, 364 Pa. 45, 70 A.2d 854 (1950); Feinstein v. Philadelphia Suburban Water Company, 50 Pa. PUC 300 (1976).

The Complainant does not contest the location of his gas meter which serves his historic Lancaster home and is satisfied with the placement of the regulator. His complaint is that he felt angry and intimidated by UGI regarding the relocation of the meter and threat to terminate his service. He also disputes that he ever told UGI that he had requested the termination of his gas service.

After a careful review of the testimony and exhibits, I conclude that the Complainant failed to prove that UGI violated the Public Utility Commission's reasonable service mandate. Section 1501 of the Code,<sup>4</sup> mandates that a public utility must furnish and maintain adequate, efficient, safe, and reasonable service and facilities, and must make such repairs, changes, alterations, substitutions, and improvements in or to such service and facilities as shall be necessary or proper for the accommodation, convenience and safety of its patrons and the public. Upon finding that the service or facilities of a public utility are unreasonable, unsafe or inadequate, the Commission may prescribe, by regulation or order, the reasonable, safe and adequate service or facilities that a public utility must furnish or employ.<sup>5</sup>

The Commonwealth Court has cautioned that the Commission may not sustain a complaint pursuant to Section 1501 unless it finds that a utility has violated a duty to render reasonable and reliable service.<sup>6</sup> Further, the Commission has stated that a utility is not mandated to furnish perfect service:

[Section 1501] does not mandate perfect service nor must a public utility provide the best possible service. Most certainly, a public utility is not a guarantor of either perfect service or the best possible service.<sup>[7]</sup>

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<sup>4</sup> 66 Pa.C.S. § 1501.

<sup>5</sup> 66 Pa.C.S. § 1505.

<sup>6</sup> *West Penn Power Co. v. Pa. Pub. Util. Comm'n*, 478 A.2d 947, 949 (Pa.Cmwlt. 1984).

<sup>7</sup> *Re Metropolitan Edison Company*, 80 Pa. PUC 663, 672 (1993).

Thus, the test to determine the adequacy of a utility's service and facilities is that of reasonableness.<sup>8</sup> This is the test to determine the adequacy of a utility's response to customer service complaints, as well as repairs made to its facilities.<sup>9</sup>

The Complainant testified that he was angry that UGI threatened to terminate his service and that he felt these threats were an effort to intimidate him. He particularly takes umbrage to a statement in an email from Mr. Figueroa which states that the Complainant decided to discontinue his gas service. The Complainant is adamant that he never told UGI that he wanted to terminate his gas service.

The Commission's regulations permit a public utility to terminate service if a customer refuses to permit access to utility facilities or for safety reasons:

§ 59.24. Access to meters and discontinuance of service.

(a) *Access to meters.* Each public utility shall at reasonable times have access to meters, service connections and other property owned by it on the premises of customers, for purposes of maintenance, operation and meter reading. Neglect or refusal on the part of customers to provide reasonable access to their premises for the purposes shall constitute sufficient cause for discontinuance of service.

(b) *Notice of discontinuance.* No public utility shall discontinue service to a customer for violation of its rules and regulations or for nonpayment of bills without a diligent attempt to induce the customer to comply with the rules and regulations, or to pay the bills when due. Service may not be discontinued until after at least 24-hour written notice has been given by the utility that bills are 5 or more days delinquent, or that the violation of rules shall cease.

If fraudulent use of gas is detected, or if the regulating or measuring equipment of the utility has been tampered with, or if a

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<sup>8</sup> *Thurby v. West Penn Power*, C-2011-2254048 (Order April 4, 2013); *Bertsch v. PPL Electric Utilities Corp.*, C-2011-2251784 (Final Order April 2, 2012); *Scherich v. Verizon Pennsylvania Inc.*, Docket Nos. C-2008-2061244, C-2008-2068818 (Final Order January 28, 2010).

<sup>9</sup> *Thurby*, supra.

dangerous condition is found to exist on the premises of customers, the gas may be shut off without advance notice.<sup>[10]</sup>

Jose Figueroa testified that it would not be safe to energize a gas line when a low pressure line has been replaced with a higher pressure line. The Complainant testified that the North Charlotte Street project included an update of the gas lines in the street to higher pressure lines. Therefore, if a customer affected by the North Charlotte Street project refused to permit UGI to access its meter or facilities which were located inside a residence, Section 59.24 would permit UGI to discontinue gas service due to the safety issue.

The Complainant did not introduce any of the notices that he had received from UGI or explain the manner in which UGI “threatened” termination of service or used the threat of termination to intimidate the Complainant. Indeed, UGI met with the Complainant and agreed to leave his meter inside his home and only relocated the regulator to the outside of his home. The Complainant agreed to this compromise and was satisfied with the location of the regulator. At no time was his gas service terminated.

The Complainant is also adamant that he never told UGI that he wished to terminate his gas service. The Complainant points to an email by Mr. Figueroa which states, “I understand that you are not satisfied with the options you’ve been presented regarding meter placement and have decided to discontinue your gas service.”<sup>11</sup> Mr. Figueroa testified that he wrote this statement based on what was reported to him by an on-site supervisor who spoke to the Complainant.<sup>12</sup>

There is no evidence that the Complainant’s service was ever terminated by UGI. Instead, UGI met with the Complainant in the following weeks and reached a compromise with the Complainant regarding the placement of his meter. At best, there may have been a miscommunication between Mr. Figueroa and the on-site supervisor. However, UGI did not take

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<sup>10</sup> 52 Pa.Code § 59.24.

<sup>11</sup> Email dated February 22, 2018, UGI Ex. 2.

<sup>12</sup> N.T. 30.

action to terminate the Complainant's service based on that communication. Therefore, there is no proof of unreasonable service.

It is clear that the North Charlotte Street project was stressful for the Complainant, and perhaps to some of his neighbors.<sup>13</sup> The Complainant takes great pride in the appearance and upkeep of his historic home, having done most of the work himself.<sup>14</sup> But ultimately UGI worked with the Complainant and reached a compromise which was acceptable to both UGI and the Complainant. There is no evidence upon which to base a finding that UGI rendered unreasonable service within the meaning of Section 1501 of the Public Utility Code, or violated any other statutes or regulations of the Commission. Therefore, the formal complaint will be dismissed.

#### CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the parties and subject matter of this dispute. 66 Pa.C.S. § 701.
2. The Complainant bears the burden of proof. 66 Pa.C.S. § 332.
3. Public utilities are required to render reasonable customer service. 66 Pa.C.S. § 1501.
4. The Complainant failed to sustain his burden of proving that UGI failed to render reasonable service.

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<sup>13</sup> See, e.g., N.T. 21.

<sup>14</sup> N.T. 13-14.

ORDER

THEREFORE,

IT IS ORDERED:

1. That the formal complaint of Ronald Edward Ashby at Docket C-2018-3001410, is dismissed.
2. That the Secretary mark the docket closed.

Date: October 17, 2018

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Mary D. Long  
Administrative Law Judge