

**PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17120**

Public Meeting held March 13, 2025

Commissioners Present:

Stephen M. DeFrank, Chairman
Kimberly Barrow, Vice Chair
Kathryn L. Zerfuss
John F. Coleman, Jr.
Ralph V. Yanora

Bhavin Patel

C-2023-3038563

v.

UGI Utilities, Inc. – Gas Division

OPINION AND ORDER

BY THE COMMISSION:

Before the Pennsylvania Public Utility Commission (Commission) for consideration and disposition are the Exceptions filed by Bhavin Patel (Mr. Patel or Complainant) on October 17, 2024, to the Initial Decision (I.D.) of Administrative Law Judge (ALJ) Marta Guhl, issued on October 17, 2024, in the above-captioned proceeding.¹ In the Initial Decision, the ALJ dismissed the

¹ By Secretarial Letter dated October 18, 2024 (*Secretarial Letter*), the Commission's Secretary: (1) issued a notice to the Parties indicating that there was no Certificate of Service or other indication that the Exceptions were served on the Parties; and (2) enclosed the Exceptions to constitute service under 52 Pa. Code § 5.533.

Formal Complaint (Complaint), which was filed by the Complainant on February 28, 2023 against UGI Utilities, Inc. – Gas Division (UGI or Company). On November 18, 2024, UGI filed Reply Exceptions.² For the reasons stated below, we will deny the Exceptions and adopt the Initial Decision, which dismisses the Complaint, consistent with this Opinion and Order.

I. History of Proceeding

On February 28, 2023, Mr. Patel filed a Complaint against UGI alleging that the Weather Normalization Adjustment (WNA) charges on his bills were unjust and unreasonable. Mr. Patel requested a refund of the amount he paid towards the WNA and stated that the WNA should be abolished. Additionally, the Complainant requested a monetary award to replace the gas-supplied equipment in his home with electric equipment.

On March 20, 2023, UGI filed an Answer and New Matter, denying the material allegations of the Complaint and requesting that the Complaint be dismissed. On March 24, 2023, Mr. Patel filed a response to the New Matter denying that the Complaint should be dismissed.

On August 31, 2023, UGI filed a Motion for Summary Judgment (Motion) indicating that the Complainant had not stated grounds on which the Commission has jurisdiction to provide him with relief.

² Exceptions were due within 20 days of the service of the I.D. on October 17, 2024. Accordingly, the Complainant's Exceptions were due by November 6, 2024. The Company's Replies to Exceptions were due within 10 days of the Exceptions due date, *i.e.*, by November 16, 2024. *See* 52 Pa. Code § 1.12(a). However, because the due date fell on a Saturday, the Company's Exceptions were due on the "next day which is neither a Saturday, Sunday, or holiday," *i.e.*, by November 18, 2024. *See Id.* Therefore, the Company's Replies to Exceptions are timely filed. *See also* R. Exc. at 5, n.2.

By Interim Order dated January 4, 2024, ALJ Guhl granted the Motion with respect to the Complainant's request for monetary damages, because the Commission does not have jurisdiction in such cases. However, the ALJ denied the Motion's request to dismiss the Complaint completely, as there were legal issues about which the Parties disagreed.

The hearing convened as scheduled on May 29, 2024, at which the Complainant represented himself and testified on his own behalf. The Complainant also presented six exhibits at the hearing, which were entered into the record, with the exception of Complainant Exhibit A. UGI was represented by counsel who presented the testimony of two witnesses, Mr. John Taylor and Ms. Kimberly Bassininsky, and offered six exhibits, which were entered into the record. At the time of the hearing, the ALJ also requested that UGI submit Late-Filed Exhibit No. 4 by no later than June 5, 2024. The Complainant was given until June 12, 2024, to submit written objections. Tr. at 103-04.³

On July 22, 2024, the ALJ closed the record, which consists of a 109-page transcript, five exhibits sponsored by the Complainant, and six exhibits sponsored by the Company.

In her Initial Decision issued on October 17, 2024, the ALJ found that the Complainant failed to meet his burden of proof that the WNA is unjust or unreasonable and dismissed the Complaint.

³ The ALJ explained that the Parties complied with the schedule for the submission of the Late-Filed Exhibit and the objections. According to the ALJ, the Complainant objected to the exhibit on the basis that it contained information that was not originally requested by the presiding officer. The ALJ reasoned that, although there was some additional information in the exhibit, it does not preclude the exhibit from being entered into the record. Thus, the ALJ overruled the Complainant's objection. I.D. at 3.

On October 17, 2024, Mr. Patel filed Exceptions, which were served by the *Secretarial Letter* issued on October 18, 2024. The Company filed Reply Exceptions on November 18, 2024.⁴

II. Discussion

A. Legal Standards

As a preliminary matter, any argument or Exception not specifically delineated shall be deemed to have been duly considered and denied without further discussion. The Commission is not required to consider expressly or at length each contention or argument raised by the parties. *Consolidated Rail Corp. v. Pa. PUC*, 625 A.2d 741 (Pa. Cmwlth. 1993); *see also, generally, University of Pennsylvania v. Pa. PUC*, 485 A.2d 1217 (Pa. Cmwlth. 1984).

1. Burden of Proof

As the proponent of a rule or order, the Complainant in this proceeding bears the burden of proof pursuant to Section 332(a) of the Public Utility Code (Code). 66 Pa.C.S. § 332(a). To establish a sufficient case and satisfy the burden of proof, the Complainant, as the party seeking relief, must show that Columbia is responsible or accountable for the problem described in the Complaint. *Patterson v. The Bell Telephone Company of Pennsylvania*, 72 Pa. P.U.C. 196 (1990). Such a showing must be by a preponderance of the evidence. *Samuel J. Lansberry, Inc. v. Pa. PUC*, 578 A.2d 600

⁴ Thereafter on November 18, 2024, Mr. Patel filed a document titled “Notification of Disagreement for Satisfaction to UGI Utilities Inc.’s Reply to Complainant’s Exception to Initial Decision and Order.” Our Regulations do not provide a party with the opportunity to answer Reply Exceptions. *See* 52 Pa. Code § 5.535. Accordingly, we shall not consider Mr. Patel’s additional filing responding to the Company’s Reply Exceptions in deciding this matter.

(Pa. Cmwlth. 1990), *alloc. denied*, 602 A.2d 863 (Pa. 1992). That is, the Complainant's evidence must be more convincing, by even the smallest amount, than that presented by Columbia. *Se-Ling Hosiery, Inc. v. Margulies*, 70 A.2d 854 (Pa. 1950). Additionally, this Commission's decision 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. *Norfolk & Western Ry. Co. v. Pa. PUC*, 413 A.2d 1037 (Pa. 1980).

Upon the presentation by the Complainant of evidence sufficient to initially satisfy the burden of proof, the burden of going forward with the evidence, to rebut the evidence of the Complainant, shifts to the Company. If the evidence presented by UGI is of co-equal weight, the Complainant has not satisfied his burden of proof. The Complainant now has to provide some additional evidence to rebut that of the Company. *Burleson v. Pa. PUC*, 443 A.2d 1373 (Pa. Cmwlth. 1982), *aff'd*, 461 A.2d 1234 (Pa. 1983).

While the burden of persuasion may shift back and forth during a proceeding, the burden of proof never shifts. The burden of proof always remains on the party seeking affirmative relief from the Commission. *Milkie v. Pa. PUC*, 768 A.2d 1217 (Pa. Cmwlth. 2001).

2. Weather Normalization Adjustment Tariff

The Code requires that "every rate made, demanded or received by any public utility...shall be just and reasonable and in conformity with regulations and orders of the Commission." 66 Pa.C.S. § 1301. The Code further mandates that no utility shall demand or receive a rate that is greater or less than that specified in its tariffs. 66 Pa.C.S. § 1303. Tariff provisions that have been approved by the Commission are deemed prima

facie reasonable. *Lynch v. Pa. PUC*, 594 A.2d 816, 819 (Pa. Cmwlth. 1991), *app. denied*, 605 A.2d 335 (Pa. 1992).

Moreover, it is well established that a Commission-approved tariff has the force of law and is binding on the public utility and its customers. *Stiteler v. Bell Telephone Co.*, 379 A.2d 339, 341 (Pa. Cmwlth. 1977), *Brockway Glass Co. v. Pa. PUC*, 437 A.2d 1067 (Pa. Cmwlth. 1981) (*Brockway Glass*), *Pennsylvania Electric Co. v. Pa. PUC*, 663 A.2d 281 (Pa. Cmwlth. 1995). Thus, a utility is required to charge its customers according to its Commission-approved tariff.

It is undisputed that the Commission approved UGI's WNA rider as a five-year pilot program as part of the Company's most recent base rate case in *Pa. PUC, et al., v. UGI Utilities, Inc. – Gas Division*, Docket Nos. R-2021-3030218, *et al.* (Final Order entered September 15, 2022), with an effective date of October 29, 2022. UGI St. 2R at 5-6; UGI Exh. KMB-2R at 1-2 (citing Supplement No. 37 to UGI Gas – Pa. P.U.C. No. 7, Third Revised Page No. 53 and Sixth Revised Page No. 54, effective October 29, 2022. (Rider C at 1-2)).

When a customer is challenging an existing rate, the customer bears the burden of proving that the charge is no longer reasonable. *Brockway Glass*, 437 A.2d at 1070. Since the Complainant is challenging the rates in UGI's tariff, which pertain to the WNA, the Complainant bears the burden of proving by a preponderance of the evidence that the existing rates and charges are unreasonable, unjust or in violation of a Commission regulation or order. 66 Pa.C.S. § 332(a), *Duquesne Light Co. v. Pa. PUC*, 715 A.2d 540, 544 (Pa. Cmwlth. 1998), *Schellhammer v. Pa. PUC*, 629 A.2d 189, 193 (Pa. Cmwlth. 1993).

B. ALJ's Initial Decision

In her Initial Decision, ALJ Guhl made four Findings of Fact and reached eight Conclusions of Law. I.D. at 4, 10-11. The Findings of Fact and Conclusions of Law are incorporated herein by reference and are adopted without comment unless they are either expressly or by necessary implication rejected or modified by this Opinion and Order.

In outlining the positions of the Parties, the ALJ explained that the Complainant objected to the WNA based on his allegation that it is “like gambling” and that he is opposed to this practice on religious grounds. The ALJ further summarized the Complainant’s contention that the WNA is more likely to charge the customers than it is to provide them with a credit. Additionally, the Complainant alleged that the WNA is difficult for a customer to understand and to prepare for, as it is likely to change from month to month. I.D. at 7. The record indicates that UGI charged the Complainant a total of \$22.78 for the WNA during the billing periods between October 4, 2023, and April 4, 2024. *Id.* at 4 (citing Tr. at 39; UGI Exh. 1). UGI also applied WNA charges to Mr. Patel’s service bills between October 2022 and May 2023 in the amount of \$20.50. Tr. at 79; and UGI St. 2R at 9 (citing UGI Exh. KMB-4R).

Regarding the position of UGI, the ALJ referenced the testimony of the Company’s witness, Mr. Taylor, who stated that the WNA is a way to adjust customer bill calculations to better align the cost recovery the Commission allows with the distribution revenues the utility receives. The ALJ emphasized Mr. Taylor’s testimony that where actual weather deviates from the normal weather used to design the volumetric distribution rates, the utility will either under-recover or over-recover the level of distribution revenues approved by the Commission and customers will either overpay or underpay for these services. I.D. at 8 (citing UGI St. 1R at 4-5).

The ALJ further noted Mr. Taylor's testimony that during warmer weather, the utility may under-recover its costs, necessitating cost management efforts to maintain financial stability. Conversely, Mr. Taylor contended that colder weather leads to higher bills for customers, potentially burdening customers with increased costs above the cost of providing distribution service. According to Mr. Taylor, this dynamic creates a risk of customers overpaying during cold periods and the utility under-recovering during warm periods. Therefore, Mr. Taylor surmised that because of abnormal weather and a rate design that is based, in substantial part, on customer usage, the amount of distribution revenue (*i.e.*, non-gas sales revenues and non-reconcilable surcharge revenues) collected from customers can vary widely from the revenue requirement level authorized by the regulator. I.D. at 8 (citing UGI St. 1R at 5-6).

Moreover, the ALJ cited to Mr. Taylor's arguments that a WNA is advantageous because it reflects the actual costs of providing distribution service, reduces bill variability due to weather, and provides bill relief in severely cold months. Mr. Taylor also averred that the WNA stabilizes annual bill amounts owed, and mitigates volatility in monthly gas bills, thereby helping customers to better budget their billing. As a final advantage, Mr. Taylor contended that the WNA allows customers to benefit from their energy conservation efforts because the actual usage on each bill is used to calculate the WNA adjustment. I.D. at 8-9 (citing UGI St. 1R at 8-9).

Additionally, the ALJ acknowledged Mr. Taylor's assertions that the WNA mechanism strikes an appropriate balance between the interests of both the customer and the Company. I.D. at 9 (citing UGI St. 1R at 13).

In further summarizing UGI's position, the ALJ referenced the testimony of UGI's witness, Ms. Bassininsky, who explained that Mr. Patel's actual usage of natural gas was used in the WNA calculation. According to Ms. Bassininsky, actual usage for the current billing period as well as historical average daily baseload are two inputs used

in the WNA calculation and that the calculation is performed for each customer based on their usage and weather. Ms. Bassininsky asserted that the WNA adjusts distribution charges for the period based on experienced weather. However, she clarified that the WNA does not impact the commodity costs a customer pays. Ms. Bassininsky continued that commodity charges are based on actual usage. I.D. at 9 (citing UGI St. 2R at 17).

The ALJ explained that UGI's WNA charge has been approved by the Commission and is included in UGI's tariff filed with the Commission. As such, the ALJ continued, the rates approved in UGI's Commission-approved tariff enjoy a strong presumption of justness and reasonableness. I.D. at 9 (citing *Popowsky v. Pa. PUC*, 669 A.2d 1029, 1037 (Pa. Cmwlth. 1995)). The ALJ reasoned that to satisfy the burden of proving that the utility's Commission-approved rates for the WNA are unjust and unreasonable, the Complainant cannot merely state personal beliefs or pose questions without offering concrete proof. I.D. at 10 (citing, in part, *Pa. Bur. of Corr. v. City of Pittsburgh*, 532 A.2d 12 (Pa. 1987); and *Mid-Atl. Power Sup. Assn. v. Pa. PUC*, 746 A.2d 1196, 1200 (Pa. Cmwlth. 2000) ("Mere bald assertions, personal opinions or perceptions do not constitute evidence.")).

Based on these principles, the ALJ reasoned that the Complainant did not meet his burden of establishing that the WNA is unjust or unreasonable. Thus, the ALJ concluded that the Complaint must be dismissed. I.D. at 10.

C. Exceptions, Replies and Dispositions

1. Exceptions and Replies

Mr. Patel makes two general arguments in his Exceptions.⁵ First, the Complainant contends that the ALJ improperly found that he failed to meet his burden of proof that the WNA is unjust or unreasonable. According to Mr. Patel, the Company's WNA is similar to gambling because it requires weather prediction to implement it and was designed to allow UGI to earn profits. Exc. at 1.

In support, the Complainant references UGI Exhibit No. 4, which, he asserts, confirms the Company's profit motive and establishes that the WNA always results in charges being assessed on customers and never provides credits to them.⁶ Mr. Patel further alleges that the testimony of UGI's witnesses should be disregarded as speculation. Exc. at 1.

⁵ We note that the format of the Exceptions does not comply with Section 5.533(b) of our Regulations, which requires each exception to be numbered, to identify the finding of fact and conclusion of law to which exception is taken, and to cite to the relevant pages of the Initial Decision. 52 Pa. Code § 5.533(b). Nevertheless, particularly because the Complainant is appearing *pro se*, we will accept the Exceptions as filed pursuant to Section 1.2(a) of our Regulations, 52 Pa. Code § 1.2(a), in order to secure a just, speedy, and economical determination.

⁶ The Company's Exhibit No. 4 provides, in part, that over the past two years UGI has recovered \$75 million in distribution charges through the WNA rider (\$34.3 million during the 2022-2023 season and \$40.7 million during the 2023-2024 season). In its exhibit, UGI asserted that these charges were the result of warm winter weather over the past two years. The Company further stated that even with the significantly warmer weather over the last two winters, it still credited customers \$700,000 in distribution charges due to certain areas within UGI's billing territory experiencing colder than normal weather. UGI Exh. 4 at 1. According to UGI's testimony, the Company reimbursed customers a total of \$728,000 in WNA credits since November 1, 2022. Tr. at 48.

Regarding his second general argument, Mr. Patel alleges that the Initial Decision demonstrates that the proceeding was biased against him and that he was not provided due process. The Complainant avers that the Initial Decision was made in bias to protect the Commission's incorrect decision to allow implementation of the WNA as well as UGI's wrong practice of making profits through the WNA rider. Mr. Patel submits that the Initial Decision was "pre-planned" to dismiss any complaints from being entered or taken seriously. Exc. at 1. Additionally, the Complainant proffers that he was denied the opportunity to provide evidence in "100% form" and was not given the fair chance to show or explain his proof in this proceeding. *Id.*

In its Reply Exceptions, UGI argues that none of the Complainant's claims have merit. UGI asserts that the Complainant failed to put forth any credible evidence in support of his claims, instead largely relying upon his own personal belief that the WNA should be abolished. The Company contends that the ALJ correctly determined that the Complainant cannot simply rely on bald assertions without concrete evidence and that the Complainant failed to sustain his burden of proof that the WNA is unjust or unreasonable. R. Exc. at 6-7.

UGI submits that the ALJ appropriately credited the testimony of its witness, Mr. Taylor, who explained the rationale behind the WNA and its various benefits. UGI also submits the ALJ correctly acknowledged the credible testimony of its witness, Ms. Bassininsky, who explained Mr. Patel's actual gas usage that was used to calculate the WNA charge applied to his bills and correctly demonstrated the accuracy of the charges. Moreover, UGI argues that the testimony of Ms. Bassininsky thoroughly rebutted the Complainant's calculations and demonstrated that Mr. Patel's methodologies were flawed. R. Exc. at 7-8.

Regarding Mr. Patel's allegations of bias and denial of due process, UGI asserts that nothing in the record demonstrates that the ALJ or the Commission were

biased against the Complainant. The Company argues that Mr. Patel failed to cite any procedure or instance throughout the course of the proceeding supporting this bold claim. R. Exc. at 8.

In contrast, UGI submits that the Complainant was provided with notice and an opportunity to be heard on his issues at the May 29, 2024, hearing. The Company states that Mr. Patel served extensive discovery on the Company related to the WNA prior to the hearing, served his own written direct statement in support of his case on August 17, 2023, and had an opportunity to review the written rebuttal testimony and exhibits served by the Company on September 25, 2023 (well before the evidentiary hearing on May 29, 2024), cross-examine the Company's witnesses, and offer his own evidence in rebuttal at the hearing. R. Exc. at 9 (citing Tr. at 8-9; Complainant's Exh. 1).

Additionally, UGI contends that the Initial Decision shows that the ALJ reviewed the Complainant's evidence and the arguments he presented. R. Exc. at 9 (citing I.D. at 7-8). The Company explains that during the hearing, the ALJ sustained the Company's objection and excluded the Complainant's Exhibit A from the record on relevance grounds, properly finding that the contents of the exhibit, which purported to contain roulette gambling odds, were not relevant to a case dealing with the reasonableness of the WNA. R. Exc. at 9 (citing Tr. at 64). However, the Company asserts that each of the Complainant's other five exhibits were admitted into the record over the objections of the Company. *Id.* (citing Tr. at 98-101; Complainant's Exhs. 1, 2, B, C, D).

According to the Company, the ALJ ultimately weighed all of the evidence and correctly found that the Complainant failed to meet his burden of proof. UGI argues that, although Mr. Patel may disagree with the ALJ's decision, the Complainant unquestionably was afforded a full and fair opportunity to present his case. R. Exc. at 9 (citing I.D. at 10).

2. Disposition

In his Exceptions, Mr. Patel essentially makes two general arguments. First, he contends that the WNA charge calculations are so variable that they are akin to gambling and rolling dice. Exc. at 1. Next, he argues that the calculations always result in charges to customers rather than credits. *Id.* Upon review of the record, we find that the Company has provided sufficient evidentiary support to rebut these general allegations and shall deny the Exceptions.

Specifically, the Company has provided testimony to show how the WNA is calculated in general and how the charges specific to Mr. Patel were prepared. Although the WNA calculation is arguably complex,⁷ the Company provided sufficient

⁷ The Company's Commission-approved WNA formula is set forth in Rider C of UGI's Commission-approved tariff, as follows:

$$\text{WNBC} = \text{BLMC} + [((\text{NHDD} \pm (\text{NHDD} * 3\%)) / \text{AHDD}) * (\text{AMC} - \text{BLMC})]$$

$$\text{WNAC} = \text{WNBC} - \text{AMC}$$

$$\text{WNA} = \text{WNAC} * \text{Distribution Charge}$$

Rider C at 1. The following is summary of the acronyms and factors contained in the WNA formula:

- WNA – Weather Normalization Adjustment;
- WNBC – Weather Normalized Billing calculated as the Base Load Monthly Ccfs (BLMC) added to the product of (1) the NHDD adjusted for a 3% deadband, divided by the AHDD and (2) the Actual Monthly Ccfs (AMC) less the BLMC. The WNA will not apply if the AMC is less than the BLMC for the billing period;
- BLMC – Base Load Monthly Ccfs – established for each customer using the customer's actual average daily consumption history using bills with read dates of June 21st

testimony to establish that it calculated Mr. Patel's WNA charges in conformity with its Commission-approved tariff provision. UGI St. 2R at 11-17.

In contrast to Mr. Patel's assertions that the calculations are randomized and uncertain, it is evident that the WNA is based on customer-specific inputs applied to monthly billing cycles during the months of October through May. For example, Ms. Bassininsky provided calculation verification worksheets of how the WNA was applied to Mr. Patel's bills for the billing periods of October 2023 through May 2024. Tr. at 39-40; UGI Exh. 2. Additionally, Ms. Bassininsky provided testimony in the form of WNA calculation verifications for the billing periods of November 2022 through April 2023. UGI St. 2R at 13-17; UGI Exh. KMB-5R.

In her testimony, Ms. Bassininsky provided step-by-step explanations of the WNA, as required under Rider C, including the calculation of the 3% monthly deadband, the monthly baseload using the customer's non-temperature sensitive usage, and the adjustment of the temperature sensitive usage. UGI St. 2R at 13-14. Additionally, Ms. Bassininsky explained the calculation of the Weather Normalized Billing amount, which represents the volume of gas expected under normal weather conditions, and factored in the calculations pertaining to actual consumption. Thereafter, Ms. Bassininsky showed how the WNA charge is calculated in relation to the applicable distribution rate. *Id.* at 15-16.

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- through September 20th over a thirty-six-month period multiplied by the number of days in the billing period;
- NHDD – Normal Heating Degree Days – “normal” weather based on a 15-year average;
 - AHDD – Actual Heating Degree Days;
 - 3% Deadband – a threshold governing when the WNA is applied during a particular billing period;
 - AMC – Actual Monthly Ccfs;
 - WNAC – Weather Normalized Adjustment Ccfs.

Id. at 1-2.

In response to Mr. Patel's allegation that the WNA is unrelated to his actual usage of natural gas, Ms. Bassininsky testified:

Mr. Patel's actual usage of natural gas is used in the WNA calculation. Actual usage for the current bill period as well as historical average daily baseload are two inputs used in the WNA calculation. The calculation is performed for each customer based on their usage and weather. The WNA adjusts distribution charges for the period based on experienced weather. For clarification, the WNA does not impact the commodity costs a customer pays. Commodity charges are based on actual usage.

UGI St. 2R at 17.

The Complainant provided no evidence to rebut UGI's testimony pertaining to the calculation of the WNA as applied to his bills.

Regarding Mr. Patel's argument that the WNA is a profit-making mechanism, it is apparent that the amount of WNA charges over the past two years was significant: \$75 million in distribution charges during the 2022-2023 and 2023-2024 seasons. However, UGI asserts that the WNA mechanism provides an opportunity for credits, as evidenced by the provision of at least \$700,000 in credits since the approval of the WNA. *See* Tr. at 48. Moreover, the Company argues that the disparity between the amounts of the WNA charges as compared with the credits provided is due to the warm winters over the past two years, which the Company described as "being amongst the

warmest in Company history when measured against the Company's 15[-]year weather normal." UGI Exh. 4 at 1.⁸

We find that the Complainant has failed to satisfy his burden of proving, by a preponderance of the evidence, that the existing rates and charges of the WNA pursuant to UGI's Rider C are no longer reasonable. Simply noting that the application of the WNA has recently resulted in significant distribution revenue for the Company is insufficient to establish that the approved WNA is now unreasonable, unjust, or in violation of a Commission regulation or order. In contrast, it is plausible that the application of the WNA is operating as intended when factoring in normal weather conditions in relation to actual usage and present weather conditions.

For example, the Company asserts that the WNA is designed to address situations where actual weather deviates from the normal weather used to design the volumetric distribution rates and which the utility will either under or over recover the level of distribution revenues approved by the Commission, thereby resulting in customers either over or under paying for these services. UGI St. 1R at 6. Here, the evidence indicates that the WNA adjustments to the Complainant's bills were due to such variations from normal weather. Specifically, for the billing periods at issue in this proceeding, the weather was warmer than usual in comparison to a 15-year average resulting in surcharges to some of the Complainants bills under the WNA calculations. Absent from the record is any evidence to show that the application of the WNA as

⁸ As noted above, UGI submitted its Exhibit 4 as a late-filed exhibit in response to the ALJ's request. It includes UGI's data containing Actual Heating Degree Days in comparison to Normal Heating Degree Days over the past two years. The ALJ admitted this exhibit over the objections of the Complainant. We acknowledge, however, that the Complainant references UGI Exhibit 4 in his Exceptions in support of his argument that the WNA is a profit earning mechanism. Because this exhibit was submitted after the evidentiary hearing and there was no opportunity for cross-examination of the data contained therein, we shall only consider it for the limited purpose of addressing Mr. Patel's general allegation that the WNA is for profit making.

applied to the Complainant violated the approved tariff language in Rider C or that it otherwise violated a Commission regulation or order.

Furthermore, we find that the Complainant has failed to set forth any evidence of bias or improper action by the ALJ or the Commission. Upon review of the record, it is evident that the ALJ properly afforded the Complainant due process throughout the course of this proceeding. Therefore, the Complainant's claims that he was not afforded due process in this proceeding are denied. To the extent the Complainant's Exceptions include additional commentary alleging bias or improper motivations by the ALJ or the Commission without any foundation, such commentary is deemed to be immaterial, impertinent, and otherwise irrelevant to the disposition of this matter and will not be further considered. See 52 Pa. Code § 1.4(e).

III. Conclusion

Based upon our review of the record and the applicable law, we shall deny the Exceptions of the Complainant and adopt the ALJ's Initial Decision, consistent with this Opinion and Order; **THEREFORE,**

IT IS ORDERED:

1. That the Exceptions filed by Bhavin Patel on October 17, 2024, to the Initial Decision of Administrative Law Judge Marta Guhl, issued on October 17, 2024 at Docket No. C-2023-3038563, are denied, consistent with this Opinion and Order.

2. That the Initial Decision of Administrative Law Judge Marta Guhl issued on October 17, 2024 at Docket No. C-2023-3038563, is adopted, consistent with this Opinion and Order.

3. That the Formal Complaint of Bhavin Patel filed on February 28, 2023, against UGI Utilities, Inc. – Gas Division, is denied.

4. That this proceeding at Docket No. C-2023-3038563 be marked closed.

BY THE COMMISSION

A handwritten signature in black ink, appearing to read "Rosemary Chiavetta". The signature is written in a cursive, flowing style.

Rosemary Chiavetta
Secretary

(SEAL)

ORDER ADOPTED: March 13, 2025

ORDER ENTERED: March 13, 2025