

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

Public Meeting held April 24, 2025

Commissioners Present:

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

Doug Wilson

C-2024-3047554

v.

Frontier Utilities Northeast LLC
UGI Utilities, Inc. – Gas Division

Doug Wilson

C-2024-3047576

v.

Frontier Utilities Northeast LLC
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 (Exceptions) of UGI Utilities, Inc. – Gas Division (UGI or Respondent), filed on January 8, 2025, to the Initial Decision (I.D.)

of Administrative Law Judge (ALJ) John M. Coogan, which was issued on December 19, 2024, in the above-captioned proceeding. No reply to the Exceptions has been filed. For the reasons stated below, we shall grant the Exceptions filed by UGI, and reverse the Initial Decision of ALJ Coogan, consistent with this Opinion and Order.

I. History of the Proceeding

This consolidated proceeding involves two Formal Complaints (Complaints¹) filed by Doug Wilson (Mr. Wilson or Complainant) against Frontier Utilities Northeast LLC (Frontier) and UGI regarding service at two service addresses. The procedural history is similar for both service addresses. For ease of reference, the relevant procedural history for each matter is set forth below, identified by case number. A more detailed procedural history of this matter is set forth in ALJ Coogan's December 19, 2024, Initial Decision. *See* Initial Decision at 2-8.

A. C-2024-3047554 – Camp Hill Service Address (Complaint 1)

On March 18, 2024, Mr. Wilson filed Complaint 1 against Frontier regarding service to an address in Camp Hill, PA. Complaint 1 was served on both Frontier and UGI. In Complaint 1 Mr. Wilson stated that he entered into a contract with Frontier as his natural gas supplier (NGS) on April 12, 2023. Complaint 1 at 2, ¶ 4. Mr. Wilson subsequently notified Frontier of his desire to cancel his account and revert to UGI's default service in December of 2023, at which time he was informed by Frontier that it may take two billing cycles for his request to be completed. *Id.* After receiving mailed notice in late-February 2024 from Frontier regarding his account, Mr. Wilson determined that his Frontier account had not been cancelled and made two additional requests to cancel his Frontier account. Complaint 1 at 9. Frontier informed Mr. Wilson

¹ As noted below, we will refer to the consolidated Complaints separately as Complaint 1 and Complaint 2.

that UGI, the natural gas distribution company (NGDC) he requested default service from, had each time refused to cancel and transfer his account. *Id.* As a remedy, Mr. Wilson asked that the Commission order cancellation of his Frontier account, a refund of the difference between the Frontier and UGI service rates, and compensation for his time dealing with this matter. *Id.* at 3.²

On April 8, 2024, Frontier filed an Answer and New Matter (Answer 1) to Complaint 1. Frontier admitted and denied the various allegations in Complaint 1. Frontier admitted that Mr. Wilson enrolled with Frontier as his NGS in April of 2023, with NGS service beginning effective June 6, 2023. Answer 1 at 1. Frontier denied that it erred in providing continued service to Mr. Wilson, stating that it “does not control when UGI determines service start or end dates, and it is denied that Frontier has any control over those determinations once requests are accepted by UGI.” *Id.* at 2. Frontier also denied that Mr. Wilson was entitled to compensation or a refund and argued that the Commission lacked statutory authority to issue such an order. *Id.* at 2-3. Frontier, in the New Matter section of Answer 1, reiterated that the Commission lacked the statutory authority or jurisdiction to grant the requested compensatory relief. *Id.* at 3-4.

Also on April 8, 2024, UGI filed an Answer (UGI Answer 1) to Mr. Wilson’s Complaint 1 admitting and denying the various allegations in Complaint 1. UGI admitted that Mr. Wilson received NGS service from Frontier from June 6, 2023 to April 4, 2024. UGI Answer 1 at 2. However, UGI specifically rebutted the Complainant’s allegation that it improperly denied or refused Mr. Wilson’s requests to cancel his NGS service. UGI averred that it “uses an electronic system to process requests from NGSs” and that the drop requests submitted by Frontier on

² We note that Frontier filed a Certificate of Satisfaction on September 5, 2024, noting it had settled all claims made against it by Mr. Wilson. ALJ Coogan’s Initial Decision notes that Frontier “has refunded Complainant the difference between Complainant’s contract rate and UGI’s price to compare rate for the billing cycles from December 12, 2023, to April 4, 2024.” I.D. at 6, n. 2.

December 12, 2023, and February 27, 2024, “were incomplete and missing necessary information” leading to their rejection. UGI stated that it received a valid and fully completed drop request on February 28, 2024, and processed this drop request, informing Mr. Wilson that he would begin receiving UGI’s default service on April 4, 2024. UGI insisted that it “acted promptly, within a reasonable and prudent timeline, and consistent with its Choice program rules” in processing Mr. Wilson’s drop requests. *Id.*

In addition to UGI Answer 1, UGI filed Preliminary Objections (Preliminary Objections 1) on April 8, 2024. Therein, UGI requested that Mr. Wilson’s request for compensation be dismissed. Preliminary Objections 1 at 5. UGI made this request pursuant to 52 Pa. Code § 5.101(a)(2) and averred that “the Commission does not have authority to order a public utility to pay damages...” *Id.* No response to UGI’s Preliminary Objections 1 was filed.

On May 29, 2024, ALJ Coogan issued an Order granting UGI’s Preliminary Objections 1 and consolidating this matter with Mr. Wilson’s additional Complaint at C-2024-3047576 (*i.e.* Complaint 2, *infra*).

B. C-2024-3047576 – Mechanicsburg Service Address (Complaint 2)

On March 19, 2024, Mr. Wilson filed Complaint 2 against Frontier regarding his service address in Mechanicsburg, PA. Complaint 2 was served on Frontier, but not on UGI. In Complaint 2 Mr. Wilson stated that he entered into a contract with Frontier as his NGS on April 12, 2023. Complaint 2 at 2, ¶ 4. Mr. Wilson averred that in December of 2023, he notified Frontier of his desire to cancel his account, at which time he was informed by Frontier that it may take two billing cycles for his request to be completed. *Id.* After receiving mailed notice in late-February 2024 from Frontier regarding his account, Mr. Wilson determined that his Frontier account had not been cancelled and made two additional requests to cancel his Frontier account.

Complaint 2 at 9. Frontier informed Mr. Wilson that UGI, the NGDC he requested default service from, had each time refused to cancel and transfer his account. *Id.* As a remedy, Mr. Wilson asked that the Commission order cancellation of his Frontier account, a refund of the difference between the Frontier and UGI service rates, and compensation for his time dealing with this matter. *Id.* at 3.³

On April 8, Frontier filed an Answer and New Matter to Complaint 2 (Answer 2). Frontier admitted and denied the various allegations in Complaint 2. Frontier admitted that Mr. Wilson enrolled with Frontier as his NGS in April of 2023, with NGS service beginning effective June 6, 2023. Answer 2 at 1. Frontier denied it had erred in providing continued service to Mr. Wilson, stating that it “does not control when UGI determines service start or end dates, and it is denied that Frontier has any control over those determinations once requests are accepted by UGI.” *Id.* at 2. Frontier also denied that Mr. Wilson was entitled to compensation or refund and argued the Commission lacked statutory authority to issue such an order. *Id.* at 2-3. Frontier, in the New Matter section of Answer 1, reiterated that the Commission lacked statutory authority or jurisdiction to grant the requested compensatory relief. *Id.* at 3-4.

On May 29, 2024, ALJ Coogan issued an Order enjoining UGI as an indispensable party to this matter.

On June 18, 2024, UGI filed an Answer to Mr. Wilson’s Complaint 2 (UGI Answer 2). UGI admitted that Mr. Wilson received NGS service from Frontier effective June 6, 2023, until April 4, 2024. UGI Answer 2 at 2. UGI denied it had improperly rejected or refused Mr. Wilson’s requests to cancel his NGS service. UGI averred that it

³ We note that Frontier filed a Certificate of Satisfaction on September 5, 2024, noting that it had settled all claims made against it by Mr. Wilson. ALJ Coogan’s Initial Decision notes that Frontier “has refunded Complainant the difference between Complainant’s contract rate and UGI’s price to compare rate for the billing cycles from December 12, 2023, to April 4, 2024.” I.D. at 6, n. 2.

“uses an electronic system to process requests from NGSs” and that the drop requests submitted by Frontier on December 12, 2023, and February 27, 2024, “were incomplete and missing necessary information” leading to their rejection. UGI stated that it received a valid and fully completed drop request on February 28, 2024, and processed this drop request, informing Mr. Wilson he would begin receiving UGI’s default service on April 4, 2024. UGI further argued that it “acted promptly, within a reasonable and prudent timeline, and consistent with its Choice program rules” in processing Mr. Wilson’s drop requests. *Id.*

UGI also filed Preliminary Objections (Preliminary Objections 2) on June 18, 2024. Therein, UGI requested that Mr. Wilson’s request for compensation be dismissed. Preliminary Objections 2 at 5. UGI made this request pursuant to 52 Pa. Code § 5.101(a)(2) and averred that “the Commission does not have authority to order a public utility to pay damages...” *Id.* No response was filed to UGI’s Preliminary Objections 2.

On July 10, 2024, ALJ Coogan issued an Order granting UGI’s Preliminary Objections 2.

C. Consolidated Proceeding History

On July 15, 2023, ALJ Coogan issued a telephonic hearing notice scheduling a call-in telephonic hearing in these matters, as consolidated, for September 16, 2024. ALJ Coogan also issued a Prehearing Order on July 16, 2024, setting out the procedures and rules for the September 16, 2024, hearing.

On September 5, 2024, Frontier filed a Certificate of Satisfaction at both docket numbers in this matter. In the Certificate of Satisfaction, Frontier stated that Mr. Wilson’s Complaints “have been fully satisfied and the Complainant has

acknowledged to Frontier that Complainant no longer wishes to pursue the Complaints against Frontier.” Certificate of Satisfaction at 1.

The telephonic hearing in this matter was held, as scheduled, on September 16, 2024. Mr. Wilson appeared, *pro se*, and testified on his own behalf. Mr. Wilson did not proffer any exhibits for submission into the record. UGI appeared, with counsel, presented the testimony of one witness, and proffered four exhibits, which were admitted into the record.

The record in this matter closed on October 1, 2024, upon filing of the transcript and exhibits with the Commission.

II. Discussion

A. Legal Standards

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 must show that the Respondent 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 (Pa. Cmwlth. 1990), *alloc. denied*, 529 Pa. 654, 602 A.2d 863 (1992). That is, the Complainant’s evidence must be more convincing, by even the smallest amount, than that presented by the Respondent. *Se-Ling Hosiery, Inc. v. Margulies*, 364 Pa. 45, 70 A.2d 854 (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*, 489 Pa. 109, 413 A.2d 1037 (1980).

Upon the presentation by a 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 customer shifts to the respondent. If the evidence presented by the respondent is of co-equal value or “weight,” the burden of proof has not been satisfied. The complainant now has to provide some additional evidence to rebut that of the respondent. *Burleson v. Pa. PUC*, 443 A.2d 1373 (Pa. Cmwlt. 1982), *aff’d*, 501 Pa. 433, 461 A.2d 1234 (1983).

While the burden of going forward with the evidence 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. Cmwlt. 2001).

2. Reasonableness of Service

Section 1501 of the Code requires each public utility to provide reasonable service, as follows:

Every public utility shall furnish and maintain adequate, efficient, safe, and reasonable service and facilities . . .
Such service and facilities shall be in conformity with the regulations and orders of the commission.

66 Pa.C.S. § 1501.

The statutory definition of “service” is to be broadly construed.

Country Place Waste Treatment Co., Inc. v. Pa. PUC, 654 A.2d 72 (Pa. Cmwlth. 1995).

The Code defines “service” as:

Service, used in its broadest and most inclusive sense, includes any and all acts done, rendered, or performed, and any and all things furnished or supplied, and any and all facilities used, furnished, or supplied by public utilities, or contract carriers by motor vehicle, in the performance of their duties under this part to their patrons, employees, other public utilities, and the public, as well as the interchange of facilities between two or more of them.

66 Pa.C.S. § 102.

3. Natural Gas Supplier Switching

The process for switching an NGS supplier is outlined in Chapter 59 of the Commission’s Regulations at 52 Pa. Code §§ 59.91-99. Where a customer notifies their NGS of their desire to switch, the process is, as follows:

When a contact occurs between a customer and an NGS to request a change of the NGS, upon receiving direct oral confirmation or written authorization from the customer to change the NGS, the customer’s new NGS shall:

(1) Notify the NGDC of the customer’s NGS selection by the end of the next business day following completion of the application process. The NGDC shall verify the accuracy of the information provided by the NGS by matching at least two data elements such as name and account number, or address and account number, with NGDC records.

(2) Upon receipt of this notification, the NGDC shall send the NGDC ratepayer of record a confirmation letter noting the proposed change of NGS. This letter shall include notice of a 10-day waiting period in which the order may be canceled before the change of the NGS takes place. The

notice shall include the date service with the new NGS will begin unless the customer contacts the NGDC to cancel the change. The 10-day waiting period shall begin on the day the letter is mailed. The letter shall be mailed by the end of the next business day following the receipt of the notification of the customer's selection of a NGS.

52 Pa. Code § 59.93. Upon notification, the NGDC shall make the NGS change at the beginning of the first feasible billing period following a five-day waiting period.

52 Pa. Code § 59.94.

The Commission has modified these obligations via orders establishing Interim Guidelines at Docket No. I-2013-2381742. The Commission's Interim Guidelines provide the following:

Upon receipt of the notification required by 52 Pa. Code § 59.93(1), the NGDC shall send the NGDC ratepayer of record a confirmation letter noting the proposed change of NGS. This letter should include notice of a 5-day waiting period in which the order may be canceled before the change of the NGS takes place. The notice shall include the date service with the new NGS will begin unless the customer contacts the NGDC to cancel the change. The 5-day waiting period shall begin on the day the letter is mailed. The letter shall be mailed by the end of the next business day following the receipt of the notification of the customer's selection of an NGS.

See Investigation of Pennsylvania's Retail Natural Gas Supply Market – Interim Guidelines Regarding Standards for Changing a Customer's Natural Gas Supplier, Docket No. I-2013-2381742 (Order Entered March 13, 2025) (Interim Guidelines) (citing, Interim Guidelines Regarding Standards for Changing a Customer's Electricity Generation Supplier, Docket No. M-2011-2270442 (Order entered October 25, 2012)).

B. Initial Decision

In his Initial Decision, ALJ Coogan made seventeen (17) Findings of Fact and reached sixteen (16) Conclusions of Law. I.D. at 8-10, 18-21. The Findings of Fact and Conclusions of Law are adopted without modification unless they are expressly or by necessary implication rejected or modified by this Opinion and Order. We note that as discussed, *infra*, in this Opinion and Order, we shall expressly reject Conclusion of Law Nos. 13 and 14 of ALJ Coogan's Initial Decision. *See Id.* at 20-21.

ALJ Coogan sustained the Complaints filed by Mr. Wilson against UGI, finding that UGI had committed violations of the Code. ALJ Coogan specifically held "that it is unreasonable that UGI rejected [the Complainant's] requests to change his NGS simply because the reason provided was 'other' and the drop reason description was not further detailed." I.D. at 13 (citing Tr. 16, 30-31; UGI Exh. 2). In support of this holding, ALJ Coogan opined that "UGI provided no basis why a reason description was necessary information" and "it is notable that Commission regulations only require an NGDC to verify the accuracy of the information provided by the NGS with at least two data elements, such as name and account number, or address and account number." I.D. at 13. (citing 52 Pa. Code § 59.93(1)). ALJ Coogan also noted that UGI did not contend that any of the elements required in Section 59.93(1) were missing. I.D. at 13.

In considering the time period it took for switching to occur once Mr. Wilson's request was accepted by UGI, ALJ Coogan found that "UGI did not violate the Public Utility Code or Commission regulations" as "there is a waiting period after a NGDC receives notice that a customer wishes to switch NGS service, and then the NGDC will make the change at the beginning of the first feasible billing period following the waiting period." I.D. at 14 (citing 52 Pa. Code § 59.93, 59.94; *Interim Guidelines*).

After sustaining Mr. Wilson’s Complaints against UGI and finding a violation of the Code by UGI regarding unreasonable service, ALJ Coogan considered whether civil penalties should be imposed, and, if imposed, the appropriate amount of civil penalty to impose. *See* I.D. at 14-17. ALJ Coogan applied the ten factors established at 52 Pa. Code § 69.1201 to determine that UGI should pay a total civil penalty of \$1,200, representing a civil penalty of \$300 for each time UGI rejected Mr. Wilson’s request to switch NGS service.⁴ *Id.* at 14-15, 17(citing 52 Pa. Code § 69.1201; *Rosi v. Bell-Atl. Pa., Inc.*, Docket No. C-00992409 (Opinion and Order entered February 10, 2000) (*Rosi Standards*)).

Finally, ALJ Coogan considered Mr. Wilson’s request for a refund or damages, and denied Mr. Wilson’s request. The ALJ stressed that “[t]he Commission does not have the authority to award damages...” and “[t]he statutory array of Commission remedial and enforcement powers does not include the power to award damages to a private litigant for breach of contract by a public utility.” I.D. at 18 (citing *Feingold v. Bell*, 383 A.2d 791, at 794 (Pa. 1977)).

⁴ 52 Pa. Code § 69.1201(c) states the Commission shall consider the following when considering whether civil penalties should be imposed and the proper amount to be imposed: (1) Whether the conduct at issue was of a serious nature; (2) Whether the resulting consequences of the conduct at issue were of a serious nature; (3) Whether the conduct at issue was deemed intentional or negligent; (4) Whether the regulated entity made efforts to modify internal practices and procedures to address the conduct at issue and prevent similar conduct in the future; (5) The number of customers affected and the duration of the violation; (6) The compliance history of the regulated entity which committed the violation; (7) Whether the regulated entity cooperated with the Commission’s investigation; (8) The amount of the civil penalty or fine necessary to deter future violations; (9) Past Commission decisions in similar situations; and (10) Other relevant factors.

C. Exceptions

As noted *supra*, UGI filed Exceptions to ALJ Coogan’s Initial Decision on January 8, 2025. UGI raises two general exceptions to the Initial Decision, arguing that: (1) the Initial Decision should be reversed based on UGI following the Commission’s established processes and its Commission-approved Tariff in denying the switching requests at issue in this matter; and, (2) the Commission should reverse the imposition of a civil penalty, as the penalty lacks factual and legal support. Exceptions at 6-17. No Reply Exceptions were filed by Mr. Wilson.

1. UGI Exception No. 1

In its first Exception, UGI takes issue with Conclusions of Law Nos. 13 and 14⁵ of the Initial Decision, arguing that the Company “properly complied with the Commission’s switching process and did not violate 66 Pa. C.S. § 1501 and 52 Pa. Code § 59.93 and 59.94.” Exceptions at 6. UGI represents that its online switching system denied the switching requests made “on behalf of the Complainant because Frontier failed to provide all of the required information when submitting the [Electronic Data Interchange] EDI transaction switching requests on December 12, 2023 and February 27, 2024.” *Id.* (citing Tr. at 30-33; UGI Gas Exhibit No. 2 at 2-5, 9-12)(emphasis in original). UGI explains that Frontier’s failure relates Frontier’s usage of “Other [A13]” as the “Drop Reason Code” when submitting Mr. Wilson’s drop request. Exceptions. at 7. UGI adds that:

Under the well-established switching process EDI transaction rules, which NGSs are required to use and comply with under UGI’s Gas’s Gas Choice Supplier Tariff, the “A13” code “must **only** be used when an existing error code does not convey the reason correctly.” Further, when the “A13” code is used, there is an “Explanation Required in REF03

⁵ I.D. at 20-21.

[Reference Identification 03].” Such explanation is necessary because “[e]ach time ‘A13’ (Other) is used for a new purpose, the utility must inform the EDI Work Group who will determine whether a new code is needed.” On the other hand, when a customer is requesting to drop the supplier, the supplier should use code “B38,” i.e., “Dropped by Customer.”

Id. at 7-8 (citing *In re Standards for Electronic Data Transfer and Exchange*, 1998 WL 553021, Docket No. M-00960890, F.0015 (Order entered June 19, 1998); *Standards for Electronic Data Transfer and Exchange Between Electric Distribution Companies and Electric Generation Suppliers*, 1998 WL 835590, Docket No. M-00960890, F.0015 (Order entered August 13, 1998); *Standards for Electronic Data Transfer and Exchange Between Electric Distribution Companies and Electric Generation Suppliers*, 1998 WL 34069141, Docket No. M-00960890, F.0015 (Order entered November 4, 1998); Tariff Rule 4.6, UGI Gas – Pa. P.U.C. No. 7S (UGI Tariff No. 7S) at Original Page No. 114, effective October 11, 2019; Tariff Rule 9.1, UGI Tariff No. 7S at Second Revised Page No. 125, effective October 29, 2022; EDEWG⁶ Change Request #167, p. 2, available at <https://www.puc.pa.gov/documents/edewg-files/2084/167.docx> (emphasis in original); 52 Pa. Code § 5.408; 66 Pa.C.S. § 332(e). UGI also notes that “[t]he Commission has authorized natural gas distribution companies (“NGDCs”) to rely on EDI transaction standards to transmit data between NGDCs and NGSs.” *Id.* at 2, n. 2 (citing *In re PECO Energy Co.*, 2000 WL 348126, Docket No. P-00991769 (Order entered January 27, 2000)).

UGI explains that it provided a “return EDI transaction” noting the reason for the denied request and that Frontier failed to correct the errors in a timely manner. Exceptions at 8. UGI emphasizes that it followed the switching standards “maintained

⁶ EDEWG refers to the “Electronic Data Exchange Working Group.”

within its EDI system and as specified in EDEWG’s switching standards” by rejecting the requests made by Frontier on behalf of Mr. Wilson. *Id.* at 9.

UGI also argues that ALJ Coogan erred in finding that UGI had violated Sections 59.93 and 59.94 of the Commission’s Regulations. Exceptions at 10. UGI states that “the requirements of Sections 59.93 and 59.94 of the Commission’s regulations are a series of steps that cannot be viewed or taken out of order.” *Id.* Here, UGI alleges that Frontier’s switching requests “were facially defective and did not meet required Commission-approved EDI standards as put forth by the EDEWG and as incorporated in UGI Gas’s Commission-approved Gas Choice Supplier Tariff.” *Id.* Therefore, UGI insists that it “was not required, and should not be expected, to take the steps outlined in Sections 59.93 and 59.94 of the Commission’s regulations...” *Id.* at 12.

UGI requests that the Commission grant its Exception No. 1, reverse the Initial Decision of ALJ Coogan, and dismiss Mr. Wilson’s Complaints, with prejudice. Exceptions at 12.

2. Exception No. 2

In its Exception No. 2, UGI objects to Conclusion of Law No. 14 and the civil penalty imposed on the Company in the Initial Decision, stating the Initial Decision “lacks factual and legal support...” for the civil penalty. Exceptions at 12. UGI asserts that it was following the procedures outlined in its Commission-approved Gas Choice Supplier Tariff, *i.e.* UGI Tariff No. 7S, and points the Commission to Section 3303(a) of the Code for its position that it “cannot be assessed a civil penalty for adhering to those tariff requirements.” *Id.* at 13.

UGI also takes exception to the ALJ's application of factors 3, 4, and 10 of the *Rosi Standards* in finding that such factors weighed in favor of a higher civil penalty.⁷ Exceptions at 13-16. Regarding factors 3 and 4, UGI avers that "[a]t all times, the record demonstrates that UGI Gas complied with the Commission's requirements and switching process." *Id.* at 14. As to factor 10, UGI argues that "any alleged harm was caused by Frontier, not UGI." *Id.* at 15. UGI further argues that the ALJ, in considering factor 10, failed to consider that Frontier had refunded the difference in billed rates to Mr. Wilson, and that imposition of a civil penalty contradicts the ALJ's finding that Mr. Wilson was not charged unjust or unreasonable rates in this matter. *Id.* (citing I.D. at 18).

Finally, UGI cites to 66 Pa.C.S. § 3303(a) for its position that "Section 3303(a) of the Public Utility Code bars the imposition of a civil penalty..." because UGI was complying with its Commission-approved tariff. Exceptions at 16. According to UGI, "under well-established law, public utilities' tariffs have the 'force and effect of law' and are binding on both the utilities and their customers. As such, UGI Gas must strictly adhere to its tariffs and cannot deviate from their requirements." *Id.* (citing *PPL Elec. Utils. Corp. v. Pa. PUC*, 912 A.2d 386, 402 (Pa. Cmwlth. 2006)).

Finally, UGI states that "to the extent that the Commission ultimately finds a violation of the Public Utility Code or the Commission's regulations, UGI Gas respectfully request that the Commission grant Exception No. 2, reverse the imposition of the \$1,200 civil penalty, and modify the ID accordingly." Exceptions at 17.

D. Disposition

Before addressing the Exceptions, we note that any issue or Exception that we do not specifically address shall be deemed to have been duly considered and denied

⁷ See I.D. at 16, 17.

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).

Based on the foregoing analysis, we find that UGI did not violate the Code, the Commission’s Regulations, or the Company’s Tariff in rejecting the NGS switching requests filed by Mr. Wilson (through Frontier) on December 12, 2023 and February 27, 2024. Accordingly, we shall grant the Exceptions filed by UGI, reverse the Initial Decision of ALJ Coogan, and dismiss the Complaints as filed against UGI, consistent with the following discussion.

First, we find compelling UGI’s argument that Frontier erred in submitting “faulty and incomplete switching EDI requests.” Exceptions at 9. As noted by UGI, the EDEWG has promulgated Change Request Forms which are available on the Commission’s website and outline the codes NGS providers shall use when submitting a switch request. *Id.* at 2, n. 2. Here, Frontier, in its December 12, 2023 and February 27, 2024 switching requests, failed to provide the information required to process the requests as they used Drop Reason Code “Other [A13]” without providing the necessary and required reasoning for using such a code. *See I.D.* at 12-13; Frontier Exh. 2 at 2-5, 9-12; Tr. at 30-33). Indeed, it was Frontier’s failure to include necessary information that resulted in the denial of the switching requests, not any failure on the part of UGI. As noted by UGI, Frontier “should have known and was required to take the proper steps” when submitting switching requests. Exceptions at 8.

Additionally, in rejecting the switching requests, UGI was following the process outlined in its Commission-approved Tariff, which states as follows:

A Choice Supplier must comply with applicable communications standards, including approved internet based Electronic Data Interchange (EDI) procedures.

* * *

To be served under Rate Schedules RT and NT, a Customer must be enrolled by the Choice Supplier elected by the Customer. Such enrollment by the Choice Supplier must be provided in an electronic file to the Company via an approved internet-based EDI transaction. The requirement filed shall include:

- a. The customer's name;
- b. The customer's address;
- c. The customer's Company account number;
- d. The specific transaction;
- e. The elected billing option.

See Tariff Rule 4.6, UGI Tariff No. 7S, Original Page No. 114, effective October 11, 2019; Tariff Rule 9.1, UGI *Id.* at Second Revised Page No. 125, effective October 29, 2022; *See also, Pa. PUC, et al. v. UGI Utilities Inc. – Gas Division, R-2024-3052716 (UGI 2025 Rate Proceeding)*.⁸ Therefore, we concur with UGI's argument that there was no violation of Section 1501 of the Code by UGI in this matter, as the Company followed both its Tariff and the EDEWG switching standards in rejecting the switching requests filed by Frontier on behalf of Mr. Wilson. We also find that if any violation of Section 1501 existed, it was a violation committed by Frontier in failing to properly follow the EDEWG EDI processes, adhere to UGI's Gas Choice

⁸ We note that as of the date of entry of this Opinion and Order, the *UGI 2025 Rate Proceeding* is an active proceeding and, as such, no Recommended Decision in that proceeding has yet been issued.

Supplier Tariff, or timely correct its error by filing Mr. Wilson's switching requests with the correct coding.

Furthermore, UGI is correct in stating "the requirements of Sections 59.93 and 59.94 of the Commission's Regulations are a series of steps that cannot be viewed or taken out of order." Exceptions at 10. Based on Frontier's filing of defective switching requests pursuant to Section 59.93 of the Commission's Regulations, UGI was neither able – nor required – to take the switching requests outlined in the Regulations. To hold that UGI was in violation is too narrow of a focus of the NGS switching process and disregards the work of the EDEWG and the plain language of UGI's Commission-approved Gas Choice Supplier Tariff.

Based upon this analysis, we shall grant UGI's Exception No. 1 and reverse the Initial Decision. Our reversal of the Initial Decision shall result in the dismissal of Mr. Wilson's Complaints against UGI.

We next consider UGI's Exception No. 2. While our granting of UGI's Exception No. 1 and reversal of the Initial Decision renders the imposition of a civil penalty moot, we are inclined to note that UGI has correctly cited to Section 3303(a) of the Code in support of its position a civil penalty should not have been imposed in this matter. Section 3303(a) states:

No public utility, nor any officer, agent or employee thereof, shall be liable for any penalty or forfeiture, or be subject to any prosecution, on account of demanding, collecting, or receiving any rate for any service, or for enforcing any regulation, or practice when such rate, regulation, or practice is contained in a tariff properly filed with the commission, and posted or published as herein provided, and is applicable by the terms thereof at the time to such service although such

rate, regulation, method or practice may be found by the commission to be unjust or unreasonable.

66 Pa.C.S. § 3303(a). As noted *supra*, UGI followed its Commission-approved Gas Choice Supplier Tariff in rejecting the switching requests filed by Frontier on behalf of Mr. Wilson. For this reason, we find that it was improper for the ALJ to impose a civil penalty on UGI.

III. Conclusion

Based upon our review of the record and applicable law, we shall grant the Exceptions filed by UGI, dismiss the Complaints of Mr. Wilson, and reverse the Initial Decision of Administrative Law Judge John M. Coogan, issued December 19, 2024, consistent with this Opinion and Order; **THEREFORE,**

IT IS ORDERED:

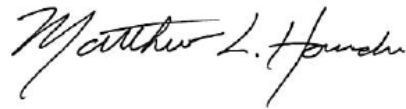
1. That the Exceptions of UGI Utilities, Inc. – Gas Division, filed January 8, 2025, to the Initial Decision issued by Administrative Law Judge John M. Coogan at Docket Nos. C-2024-3047554 and C-2024-3047576, issued on December 19, 2024, are granted, consistent with this Opinion and Order.

2. That the Initial Decision of Administrative Law Judge John M. Coogan at Docket Nos. C-2024-3047554 and C-2024-3047576 issued on December 19, 2024, is reversed, consistent with this Opinion and Order.

3. That the Formal Complaints filed by Doug Wilson filed on March 18, 2024, against UGI Utilities, Inc. – Gas Division at Docket Nos. C-2024-3047554 and C-2024-3047576, are dismissed, consistent with this Opinion and Order.

4. That this proceeding be marked closed.

BY THE COMMISSION,

A handwritten signature in black ink, appearing to read "Matthew L. Homsher". The signature is written in a cursive style with a large initial "M".

Matthew L. Homsher
Secretary

(SEAL)

ORDER ADOPTED: April 24, 2025

ORDER ENTERED: April 24, 2025