

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Phoenix White Dove Kelley	:	
	:	
v.	:	F-2023-3038216
	:	
UGI Utilities, Inc. – Gas Division	:	

INITIAL DECISION

Before
Emily A. Farren
Administrative Law Judge

INTRODUCTION

This decision grants the Formal Complaint of a gas service customer based on established violations of the Commission’s regulations by the utility. This decision also imposes a civil penalty on the utility.

HISTORY OF THE PROCEEDING

On February 6, 2023, Phoenix White Dove Kelley (“Complainant”) filed a Formal Complaint with the Pennsylvania Public Utility Commission (“Commission”) against UGI Utilities, Inc. – Gas Division (“UGI” or “Respondent”) alleging UGI improperly overcharged Complainant for gas service after it was discovered there was a “switched meter” of UGI’s gas meters for Complainant’s unit and the other residential

unit in the structure.¹ Complainant alleged UGI sent her a bill in the amount of \$2,289.06, followed by another “past due” bill in the amount of \$2,444.37 for gas service from May 15, 2020, through September 12, 2022.

UGI filed an answer in response to Ms. Kelley’s complaint on April 28, 2023.² In its responsive pleading, UGI admits that a UGI Service Technician discovered a meter mix and that the correct meter number for Ms. Kelley’s residence was XXXXX64, not meter number XXXXX57. The meter mix-up resulted in Respondent billing Complainant for gas service to Apartment B and the resident of Apartment B being billed for Complainant’s gas service to Apartment A (the Complainant’s Apartment). Respondent denies it incorrectly charged Complainant for previously underbilled gas service from May 15, 2020, when Ms. Kelley began receiving gas service at her residence, Apartment A, through September 12, 2022 (when the meter mix-up was discovered).

By Call-In Telephone Cancellation/Reschedule Hearing Notice dated May 30, 2023, the Office of Administrative Law Judge notified the parties an initial telephonic hearing in this case was rescheduled for July 7, 2023 at 10:00 a.m. The matter was assigned to Administrative Law Judge (ALJ) Dennis J. Buckley as the presiding officer. On June 8, 2023, ALJ Buckley issued a Prehearing Order reminding the parties of the date and time of the scheduled hearing and various procedures that would apply at the hearing.

¹ The Formal Complaint is a timely appeal from the determination of the Commission’s Bureau of Consumer Services (BCS), at BCS No. 3869002, which dismissed Complainant’s informal complaint. A timely BCS appeal is subject to *de novo* review. 52 Pa. Code § 56.173(a).

² UGI’s filing noted that the Company accepted service of the Complaint on April 11, 2023.

On July 7, 2023, the presiding officer convened the parties and conducted a telephonic hearing at which time Complainant appeared *pro se*. Ms. Kelley testified on her own behalf and offered no exhibits.³ Mr. Larry R. Crayne, Esq., represented UGI. Attorney Crayne presented the testimony of Amy Wynn, a Senior Compliance Representative, who offered nine exhibits, marked Exhibit R-1 through Exhibit R-9. Prior to the conclusion of the July 7th hearing, an off-the-record settlement discussion took place and UGI did not move its exhibits into the record.

After a breakdown of settlement discussion between the parties, the presiding officer reconvened the parties for a further hearing on December 12, 2023. However, the presiding officer continued the hearing, due to Respondent's electronic service of unreadable exhibits. ALJ Buckley instructed Respondent to mail Complainant paper exhibits. The parties reconvened on January 17, 2024, wherein Ms. Kelley and Ms. Wynn provided further testimony. Additionally, UGI moved, and the presiding officer admitted, Exhibits R-1 through R-9 into the record. The hearings generated a transcript totaling 67 pages. The transcript and exhibits were filed with the Commission on January 23, 2024.

On April 23, 2025, the Office of Administrative Law Judge served a Judge Change – Assignment Notice on the parties, reassigning this matter to the undersigned ALJ. This matter is ripe for decision.

³ While Ms. Kelley did not present any exhibits at the evidentiary hearing, she attached UGI correspondence, dated September 26, 2022, and January 9, 2023, both of which UGI sponsored as Respondent Exhibits 5 and 7, respectively.

FINDINGS OF FACT

1. The Complainant is Phoenix White Dove Kelley (“Ms. Kelley” or “Complainant”).
2. The Respondent is UGI Utilities, Inc. – Gas Division (“UGI” or “Respondent”), provides gas service to Complainant and is a Commission jurisdictional public utility.
3. Ms. Kelley began receiving gas service at 6659A Terrace Way, Harrisburg, Pennsylvania 17111 (“Service Address”) on May 15, 2020. Tr. 10; Exh. R-6.
4. Ms. Kelley lived at the Service Address alone; used the gas dryer approximately every 10 days; and often used the electric microwave to cook or reheat her meals. Tr. 57.
5. Between May 15, 2020, and September 2022, two different sets of tenants occupied 6659B, the other apartment in Ms. Kelley’s residential unit. Tr. 56.
6. Ms. Kelley routinely paid her entire gas bill balance on time every month for service beginning on May 15, 2020, through September 2022. Tr. 8, 45.
7. On September 22, 2022, Ms. Kelley alerted Respondent that there was no gas service at the Service Address. Tr. 16.
8. Respondent conducted a Trace Fuel Lines Investigation and found a meter mix-up, meaning that UGI billed Ms. Kelley for gas consumption recorded by meter number XXXXX57, not meter number XXXXX64, the meter serving Ms. Kelley’s residence. Tr. 16-18.

9. Respondent does not know when the meter mix-up occurred. Tr. 16-17.

10. Respondent calculated Ms. Kelley's charges for 28 months, beginning on May 15, 2020, through September 2022 by using actual meter readings recorded by meter number XXXXX64. Tr. 19.

11. On September 26, 2022, UGI sent Ms. Kelley a corrected meter letter purportedly enclosing bills totaling \$2,289.06 for underbilled gas service from May 15, 2020, through September 2022 and offered her the opportunity to pay the balance over a 28-month period. Exh. R-5.

12. The corrected meter letter issued by Respondent on September 26, 2022, does not inform Complainant of her right, under the Commission's regulations and the Respondent's Tariff, to choose the period over which she could pay the outstanding amount for previously underbilled gas service or explain the difference between the two options available under the regulation and the Respondent's Tariff. 52 Pa. Code § 56.14; Exhs. R-5, R-8.

13. The corrected meter letter issued by Respondent on September 26, 2022, does not clearly state or reflect how Respondent arrived at \$2,289.06 as the correct amount which Complainant purportedly owed for previously underbilled gas service. Exh. R-5.

14. On October 7, 2022, Respondent sent Ms. Kelley a billing history letter, indicating an account balance of \$2,289.06 and enclosing the "Billing History" for May 12, 2020, through September 12, 2022. Exh. R-6.

15. The billing history letter issued by Respondent on October 7, 2022, does not inform Complainant of her right, under the Commission's regulations and Respondent's Tariff, to choose the period over which she could pay the outstanding amount for previously underbilled gas service or explain the difference between the two options available under the regulation and Respondent's Tariff. 52 Pa. Code § 56.14; Exhs. R-6, R-8.

16. The billing history letter issued by Respondent on October 7, 2022, does not clearly state or reflect how Respondent arrived at \$2,289.06 as the correct amount which Complainant purportedly owed for previously underbilled gas service. Exh. R-6.

17. On January 9, 2023, Respondent issued an unitemized past due balance notification, indicating an account balance of \$2,444.37. Exh. R-7.

18. The unitemized past due balance notification issued by Respondent on January 9, 2023, does not inform Complainant of her right, under the Commission's regulations and Respondent's Tariff, to choose the period over which she could pay the outstanding amount for previously underbilled gas service or explain the difference between the two options available under the regulation. 52 Pa. Code § 56.14; Exhs. R-7, R-8.

19. The unitemized past due balance notification issued by Respondent on January 9, 2023, does not clearly state or reflect how Respondent arrived at \$2,444.37 as the correct amount which Complainant purportedly owed for previously underbilled gas service. Exh. R-7.

20. The unitemized past due balance notification issued by Respondent on January 9, 2023, advised Complainant to, "please pay the past due amount immediately to avoid further collection activity." Exh. R-7.

21. Since the dispute arose, Complainant paid for gas service billed for monthly usage and \$500 towards the arrearage Respondent calculated. Tr. 47.

DISCUSSION

Complainant alleged UGI improperly overcharged Complainant for gas service after Respondent discovered a meter mix-up of UGI's gas meters between Complainant's unit and the other residential unit in the structure.

Responsibility of UGI Utilities, Inc. – Gas Division

Respondent, as a public utility, must “furnish and maintain adequate, efficient, safe, and reasonable service and facilities, and shall make all such repairs, changes, alterations, substitutions, extensions, and improvements in or to such service and facilities as shall be necessary or proper for the accommodation, convenience, and safety of its patrons, employees, and the public.”⁴ In addition, Respondent must:

provide, and keep in and upon the premises..., suitable and proper apparatus, to be approved from time to time and stamped or marked by the commission, for testing and proving the accuracy of meters furnished by such public utility for use; and by which apparatus every meter may be tested, upon the written request of the consumer to whom the same shall be furnished, and in the presence of the consumer, if he shall so desire.^{5]}

A utility shall render a bill once every billing period to every residential ratepayer, and a utility shall render bills based on actual meter readings by utility

⁴ See 66 Pa.C.S. § 1501.

⁵ See 66 Pa.C.S. § 1507.

company personnel.⁶ When a consumer initiates a dispute, the utility shall investigate the matter using methods reasonable under the circumstances, which methods may include telephone or personal conferences, or both, with the ratepayer or occupant.⁷

Chapter 56 of the Commission’s regulations, Standards and Billing Practices for Residential Utility Service, requires public utilities, such as Respondent, to include certain information in customers’ bills.⁸ Section 56.15 of the regulations provides in relevant part:

A bill rendered by a utility for metered residential utility service shall state clearly the following information:

(1) The beginning and ending dates of the billing period.

(2) If applicable, the beginning and ending meter readings for the billing period. If a bill is estimated, it shall contain a clear and conspicuous marking of the word “Estimated.”

(3) The due date on or before which payment shall be made or the account will be delinquent.

(4) The amount due for service rendered during the current billing period, specifying the charge for basic service, the energy or fuel adjustment charge, State tax adjustment surcharge if other than zero, State sales tax if applicable and other similar charges. The bill should also indicate that a State gross receipts tax is being charged and a reasonable estimate of the charge

(5) Amounts due for reconnection charges.

⁶ See 66 Pa.C.S. § 1509 (relating to billing procedures); 52 Pa. Code §§ 56.11, 56.12(2), 56.12(4).

⁷ See 52 Pa. Code § 56.151(2).

⁸ See 52 Pa. Code §§ 56.11-56.17.

(6) Amounts due for security deposits.

(7) The total amount of payments and other credits made to the account during the current billing period.

(8) The amount of late payment charges, designated as such, which have accrued to the account of the ratepayer for failure to pay bills by the due date of the bill and which are authorized under § 56.22 (relating to accrual of late payment charges).

(9) The total amount due.

(10) A clear and conspicuous marking of estimates.

(11) A statement directing the ratepayer to “register any question or complaint about the bill prior to the due date,” with the address and telephone number where the ratepayer may initiate the inquiry or complaint with the utility.

(12) A statement that a rate schedule, an explanation of how to verify the accuracy of a bill and an explanation of the various charges, if applicable, is available for inspection in the local business office of the utility.

(13) A designation of the applicable rate schedule as denoted in the officially filed tariff of the utility.^[9]

Respondent’s Tariff provides, in relevant part:

3. Guarantee of Payment

(b) Residential Accounts . . . The Company may render a make-up bill to a Residential Customer for previously unbilled service which accrued within the past four (4) years resulting from billing error, meter failure, leakage that could not reasonably have been detected or loss of

⁹ 52 Pa. Code § 56.15.

service. If the make-up bill exceeds the otherwise normal estimated bill for the billing period during which the make-up bill is issued by at least 50% or at least \$50, whichever is greater, the Company shall, at the option of the Customer, amortize the bill at least as long as: (1) the period during which the excess amount accrued; or (2) necessary so that the quantity of service billed in any one billing period is not greater than the normal estimated quantity for that period plus 50%.^[10]

Burden of proof

As the party seeking affirmative relief from the Commission, Complainant bears the burden of proving the necessary elements of the complaint by substantial evidence.¹¹ Substantial evidence is defined as such evidence that a reasonable mind might accept as adequate to support a conclusion, but Complainant is required to present more than a mere trace of evidence or a suspicion of the existence of a fact sought to be established.¹² To uphold this burden, Complainant must show Respondent is responsible or accountable for the problem described in the Complaint. In order to prevail, this must be shown by a preponderance of the evidence, by presenting evidence more convincing, by even the smallest amount, than that evidence presented by the other party.¹³

¹⁰ UGI Gas – Pa. P.U.C. No. 7, Original Page No. 32.

¹¹ See 66 Pa.C.S. § 332(a).

¹² See *Norfolk & W. Ry. Co. v. Pa. Pub. Util. Comm'n*, 413 A.2d 1037 (Pa. 1980); *Erie Resistor Corp. v. Unemployment Bd. of Rev.*, 166 A.2d 96 (Pa. Super. 1961); *Murphy v. Dep't of Pub. Welfare*, 480 A.2d 382 (Pa. Cmwlth. 1984).

¹³ *Patterson v. Bell Tel. Co. of Pa.*, 72 Pa.P.U.C. 196 (1990); *Feinstein v. Phila. Suburban Water Co.*, 50 Pa.P.U.C. 300 (1976); *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 578 A.2d 600 (Pa. Cmwlth.1990); *Se-Ling Hosiery v. Margulies*, 70 A.2d 854 (Pa. 1950).

Complainant's position

Complainant contends she did not cause the meter mix-up; therefore, she should not be responsible to pay for the gas for which she was allegedly under-charged.¹⁴ Complainant contends the amount which she was charged by Respondent must be in error because Respondent did not explain why Respondent used a 28-month period to calculate the corrected bill amounts of \$2,289.06 or \$2,444.37.¹⁵

In addition, Complainant noted during the hearing that the other unit in the building structure was occupied by at least two different sets of tenants between the time period of May 15, 2020, and September 2022.¹⁶ Complainant credibly testified that she lived alone at the Service Address; used the gas dryer approximately every 10 days; and, often used the electric microwave to cook or reheat her meals.¹⁷

Complainant asks the Commission to hold UGI responsible for the meter mix-up and the undercharges the meter mix-up caused.¹⁸

Respondent's position

Respondent's witnesses testified it sent its field personnel out to investigate after Ms. Kelley complained about no gas service at the Service Address.¹⁹ At that time,

¹⁴ Tr. 8.
¹⁵ Tr. 8, 56-57.
¹⁶ Tr. 56.
¹⁷ Tr. 57.
¹⁸ Tr. 8-9.
¹⁹ Tr. 17-18.

Respondent became aware of the meter mix-up.²⁰ Respondent then issued a corrected bill to cover the underbilling, back to the date Ms. Kelley moved into the Service Address.²¹

Respondent avers it explained the meter mix-up discovery to Complainant at which time it advised how long a period of time Ms. Kelley would be given to pay off the previously unbilled amount.²² Respondent insisted its billing correspondence on September 26, 2022 reflected: (1) the amount of gas usage from meter number XXXXX64 (Apartment A) measured (from May 15, 2020 to September 12, 2022); (2) a lump-sum calculation of what the gas service billings should have totaled during that time frame; and (3) the sum of payments received for usage during that time. Respondent alleges the gas consumption assessed against Complainant is accurate and Respondent appropriately issued a corrected make-up bill in September 2022 as shown in Exhibit R-5. Lastly, Respondent argues Complainant did not meet her burden to show Respondent violated any regulation, did not show the usage noted by Respondent's meter was incorrect, and did not prove Complainant consumed less gas than the quantity billed for in the September 26, 2022, October 7, 2022, or January 9, 2023 billing correspondence.²³

Meter mix-up

Unquestionably, Complainant did not cause the meter mix-up. However, the burden is on Complainant to show the utility caused the meter mix-up. There is insufficient evidence to support this allegation. Complainant presented no evidence which showed Respondent caused the meter mix-up. Thus, the analysis turns to whether UGI handled the meter mix-up properly upon its discovery.

²⁰ *Id.*
²¹ Tr. 19.
²² *Id.*
²³ Tr. 23.

It should be noted there is no evidence of utility misconduct here by Respondent concerning the creation of the meter mix-up but *even if* the mix-up was caused by the utility, a customer must still pay for the utility service she actually consumed.²⁴

Previously unbilled utility service

It is undisputed that Complainant lived in Apartment A, and she used and enjoyed the gas service provided by UGI to Apartment A. When a meter mix-up is discovered by a utility, Commission regulations govern how utilities may render a make-up bill for previously unbilled service:

§ 56.14. Previously unbilled utility service.

When a utility renders a make-up bill for previously unbilled utility service resulting from utility billing error, meter failure, leakage that could not reasonably have been detected or loss of service, or four or more consecutive estimated bills and the make-up bill exceeds the otherwise normal estimated bill by at least 50% and at least \$50:

- (1) The utility shall review the bill with the ratepayer and make a reasonable attempt to enter into a payment agreement.
- (2) The period of the payment agreement may, at the option of the ratepayer, extend at least as long as:
 - (i) The period during which the excess amount accrued.
 - (ii) Necessary so that the quantity of service billed in any one billing period is not greater than the

²⁴ *Jergons v. Duquesne Light Co.*, Docket No. F-2010-2170457 (Final Order entered June 30, 2011).

normal estimated quantity for that period plus 50%.^[25]

Respondent offered no repayment option to Complainant other than “the opportunity to pay the balance of \$2,289.06 over a 28-month period” with no further explanation or calculation under Section 56.14 or its own Tariff.²⁶ Complainant should have been offered a choice of two options for the period over which the alleged previously underbilled amount could be paid.

Respondent is charged under Commission regulations and its approved Tariff, with providing ratepayers who are affected by a meter mix-up with the maximum number of monthly repayments allowed.²⁷ Respondent did not explain the options available to Complainant for determining the length of repayment period.²⁸ In addition, the numbers and calculations testified to by Respondent’s witnesses are at odds with or contrary to the evidence presented through Respondent’s documentation.²⁹ For example, the corrected meter letter dated September 26, 2022, and the billing history correspondence dated October 7, 2022, suggest a total of \$2,289.06 for underbilled gas service from May 15, 2020 is due. *Id.* However, the past due balance notification dated January 9, 2023 and witness testimony suggest a total of \$2,444.37 is due. *Id.*

Clarity of billing statements

Respondent’s corrected billing correspondence dated September 26, 2022, October 7, 2022, and January 9, 2023, are confusing, as they fail to explain Complainant’s options on the repayment period, and contain monetary sums that are

²⁵ 52 Pa. Code § 56.14.

²⁶ Exh. R-5.

²⁷ 52 Pa. Code § 56.14; Exh. 8.

²⁸ Exhs. R-5 through R-7.

²⁹ *Compare* Exhs. R-5, R-6 to Exh. R-7, Tr. 14.

inconsistent with one another and Respondent’s own witness testimony, as discussed above.³⁰

Reasonable repayment period

Section 56.14 of the Commission’s regulations and Respondent’s Tariff required Respondent to provide Complainant with a choice of two options for a repayment period.³¹ It is well established that the UGI’s Commission-approved Tariff has the full force of law and is binding on both the utility and the customer. Respondent did not explain the options available to Complainant for determining the length of repayment period. To add to the ratepayer’s confusion, Respondent’s written documentation provided to Complainant on January 9, 2023, made it appear as if full payment was required immediately.³²

Correctness of billing

The accuracy of Respondent’s corrected billing statements was called into question by the discrepancy in monetary sums due between Respondent’s own exhibits and witness testimony, as discussed above.³³

³⁰ *Id.*

³¹ 52 Pa. Code § 56.14 (stating, “the Company shall, at the option of the Customer, amortize the bill at least as long as: (1) the period during which the excess amount accrued; or (2) necessary so that the quantity of service billed in any one billing period is not greater than the normal estimated quantity for that period plus 50%”); UGI Gas – Pa. P.U.C. No. 7, Original Page No. 32 (stating, “the Company shall, at the option of the Customer, amortize the bill at least as long as: (1) the period during which the excess amount accrued; or (2) necessary so that the quantity of service billed in any one billing period is not greater than the normal estimated quantity for that period plus 50%”).

³² Exh. R-7.

³³ Compare Exhs. R-5, R-6 to Exh. R-7, Tr. 14.

The presiding officer made a concentrated and educated effort to understand and discern the accuracy of the corrected billing correspondence, without success. Respondent's billing correspondence have two different totals due, in addition to not conforming with Section 56.15 of the Commission's regulations.³⁴ Therefore, it is impossible to determine whether Respondent accurately recalculated and charged Complainant appropriately for the alleged previously unbilled gas service.

Civil penalty

Respondent denies it violated the Commission's regulations and its Tariff, but the evidence presented at the hearings shows two specific violations: (1) Respondent failed to issue a written statement with a clear, non-confusing explanation as to how the alleged under-charges were calculated in accordance with Section 56.15 of the Commission's regulations; and (2) Respondent failed to issue a written statement to Complainant explaining Complainant's repayment options, in accordance with Section 56.14 of the Commission's regulations and UGI's Tariff.

Because I find UGI violated the Commission's regulations and its Tariff, a civil penalty must be addressed. The Commission previously adopted standards to be applied to determine the amount of the civil penalty in slamming cases.³⁵ The Commission also considered these standards when evaluating settlement agreements in slamming cases.³⁶ Subsequently, the Commission determined all violations of the Code

³⁴ 52 Pa. Code § 56.15.

³⁵ *Rosi v. Bell-Atlantic-Pennsylvania, Inc. and Sprint Comm. Co., L.P.*, Docket No. C-00992409 (Opinion and Order entered Mar. 16, 2000).

³⁶ *Pa. Pub. Util. Comm'n v. PEPCO Energy Servs.*, Docket No. M-00001432 (Order entered Nov. 9, 2000).

and the Commission's regulations would be subject to review under the standards set forth in *Rosi*.³⁷

The Commission conducts this review in order to review the appropriate penalty to be applied for all types of violations for all categories of public utilities. The factors in *Rosi* are generic in nature and can be applied in all cases. The nature of the violation (intentional or negligent), its impact (customers affected and duration), the extent of cooperation by the regulated entity, and the utility's compliance history are, *inter alia*, examples of factors the Commission reviews for all types of violations for all types of utilities. Subsequent to the decision in *Rosi*, the Commission promulgated the standard in *Rosi* and it is set forth in the Commission's regulations:

1. Whether the violation was intentional or negligent. If the violation is intentional, the Commission should start with the presumption that the penalty will be in the range of \$500.00 to \$1,000.00 per day. If the violation is negligent, the Commission should start with the presumption that the penalty will be in the range of zero dollars to \$500.00 per day. The precise penalty amount per day will be arrived at by applying the following additional standards, while recognizing that the Commission retains broad discretion in determining a total civil penalty amount that is reasonable on an individual case basis;
2. Whether the regulated entity promptly and voluntarily took steps to return the customer to the appropriate carrier and credited the customer's account;
3. Whether the regulated entity initiated procedures to prevent future slamming;
4. The number of customers affected and the duration of the violation;

³⁷ *Pa. Pub. Util. Comm'n v. NCIC Operator Serv.*, Docket No. M-00001440 (Order entered Dec. 21, 2000).

5. Whether the penalty arises from a settlement or a litigated proceeding;
6. The compliance history of the regulated entity which committed the violation;
7. Whether the regulated entity cooperated with the Commission;
8. The amount necessary to deter future violations;
9. Past Commission decisions in similar situations;
10. Other relevant factors.^[38]

Upon review of the *Rosi* standards, I conclude:

As to Factor #1, Respondent intentionally violated Section 56.15 of the Commission's regulations and continues to violate this regulation with its insistence the corrected billing statements are correct and there is no evidence Respondent recognizes its failure to provide customer service in this regard.

As to Factor #2, Respondent failed to act promptly or voluntarily to correct the confusion despite Complainant's allegation in her Formal Complaint that Respondent's numbers and sums do not "make any sense."

As to Factor #3, this factor does not apply here.

As to Factor #4, one ratepayer was affected and the violation concerned three billing statements issued over a period of 5 months.

³⁸ 52 Pa. Code § 69.1201(c).

As to Factor #5, this is a litigated proceeding.

As to Factor #6, the compliance history weighs in favor of the Respondent.

As to Factor #7, the Respondent cooperated during the litigation of this proceeding.

As to Factor #8, a \$1,500 civil penalty is an appropriate amount necessary to deter future violations.

As to Factor #9, past Commission decisions³⁹ upheld penalties for similar violations.

As to Factor #10, this factor is not applicable.

DISPOSITION

Meter mix-ups occur periodically but are not so common as to explain Respondent's failure to: (1) issue clear corrected billing statements; (2) explain repayment options; and (3) justify the lookback period to calculate alleged under-charges when uncontroverted evidence demonstrated tenants in Apartment B changed during Ms. Kelley's tenure in Apartment A, coupled with Ms. Kelley living alone at the Service Address, using the gas dryer every 10 days, and relying on the electric microwave for cooking purposes. Complainant's confusion is understandable given Respondent's

³⁹ See, e.g., *Jergons v. Duquesne Light Co.*, Docket No. F-2010-2170457 (Final Order entered June 30, 2011).

behavior, and Respondent's confusing and apparently inaccurate corrected billing statements.

Upon review of the evidence and the *Rosi* standards, I conclude Respondent failed to act reasonably when calculating the alleged under-charges and when notifying Complainant of her repayment options and responsibilities.

Therefore, I conclude a civil penalty in the amount of \$1,500 is warranted; of which \$750.00 is for the issuance of a billing statement that thrice fails to communicate in a clear manner or adequately inform Complainant about how Respondent calculated the amount owed; and \$750.00 is for thrice failing to advise Complainant of her options for repayment.

Additionally, Respondent must: (1) re-calculate the under-charges for Complainant from May 15, 2020, through the date Complainant stopped receiving gas service at Service Address; (2) re-issue a new billing statement in conformity with the Commission's regulations and UGI's Tariff; (3) provide a detailed explanation to Complainant of how Respondent arrived at the amount due; and (4) explain to Complainant in writing the two repayment period options available to Complainant.

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the parties and the subject matter of this proceeding. 66 Pa.C.S. § 701.

2. As the party seeking affirmative relief from the Commission, the Complainant bears the burden of proof. 66 Pa.C.S. § 332(a).

3. To uphold this burden, Complainant must show that the named utility is responsible or accountable for the problem described in the Complaint in order to prevail. *Patterson v. Bell Tel. Co. of Pa.*, 72 Pa.P.U.C. 196 (1990); *Feinstein v. Phila. Suburban Water Co.*, 50 Pa.P.U.C. 300 (1976). This must be shown by a preponderance of the evidence. *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 578 A.2d 600 (Pa. Cmwlth. 1990). That is, by presenting evidence more convincing, by even the smallest amount, than that presented by the other party. *Se-Ling Hosiery v. Margulies*, 70 A.2d 854 (Pa. 1950).

4. Any finding of fact necessary to support the Commission's adjudication must be based upon substantial evidence. 2 Pa.C.S. § 704; *Mill v. Pa. Pub. Util. Comm'n*, 447 A.2d 1100 (Pa. Cmwlth. 1982); *Edan Transp. Corp. v. Pa. Pub. Util. Comm'n*, 623 A.2d 6 (Pa. Cmwlth. 1993). More is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. *Norfolk & W. Ry. Co. v. Pa. Pub. Util. Comm'n*, 413 A.2d 1037 (Pa. 1980); *Erie Resistor Corp. V. Unemployment Com. Bd. of Rev.*, 166 A.2d 96 (Pa. Super. 1960); *Murphy v. Comm., Dept. of Pub. Welfare, White Haven Ctr.*, 480 A.2d 382 (Pa. Cmwlth. 1984).

5. When a utility renders a make-up bill for previously unbilled utility service and the make-up bill exceeds the otherwise normal estimated bill by at least 50% and at least \$50, the utility shall review the bill with the ratepayer and make a reasonable attempt to enter into a payment agreement. The period of the payment agreement may, at the option of the ratepayer, extend at least as long as the period during which the excess amount accrued or as long as necessary so that the quantity of service billed in any one billing period is not greater than the normal estimated quantity for that period plus 50%. 52 Pa. Code § 56.14.

6. Complainant met the burden of proving Respondent failed to review repayment options with Complainant and provide Complainant with the payment

arrangements available under the Public Utility Code, Commission regulations, and Respondent's tariff. 66 Pa.C.S. § 332(a).

7. When a utility renders a bill for metered residential public utility service the bill must conform to Section 56.15 of the Commission's regulations. 52 Pa. Code § 56.15.

8. Respondent presented Exhibit R-5 as a one-page document, as such the corrected meter letter issued by Respondent on September 26, 2022, does not readily comport with Section 1509 of the Public Utility Code. 66 Pa.C.S. § 1509 (relating to billing procedures).

9. The billing history letter issued by Respondent on October 7, 2022, does not comport with Section 56.15 of the Commission's regulations. 52 Pa. Code § 56.15.

10. The past due balance notification issued by Respondent on January 9, 2023, does not comport with Section 56.15 of the Commission's regulations. 52 Pa. Code § 56.15.

11. Complainant met the burden of proving Respondent failed to provide a billing statement that clearly stated the amount owed and how that amount was calculated. 66 Pa.C.S. § 332(a).

ORDER

THEREFORE,

IT IS ORDERED:

1. That the Formal Complaint of Phoenix White Dove Kelley in *Phoenix White Dove Kelley v. UGI Utilities, Inc. – Gas Division*, at Docket No. F-2023-3038216 is hereby granted inasmuch as Respondent is ordered, within thirty (30) days of a final order to: (1) re-calculate the under-charges for Complainant from May 15, 2020, through the date Complainant stopped receiving gas service at Service Address; (2) re-issue a new billing statement in conformity with the Commission’s regulations; (3) provide a detailed explanation to Complainant of how Respondent arrived at the amount due; and (4) explain to Complainant in writing the two repayment period options available to Complainant.

2. That UGI Utilities, Inc. – Gas Division shall pay a civil penalty of One Thousand Five Hundred Dollars (\$1,500.00) for the violations of 52 Pa. Code §§ 56.14, 56.15 by certified check or money order, within thirty (30) days after service of the Commission’s order, forwarded and made payable to:

Matthew L. Homsher, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

3. That UGI Utilities, Inc. – Gas Division cease and desist from further violations of the Public Utility Code and the Public Utility Commission’s regulations.

4. That a copy of the final Commission Order in this proceeding shall be served upon the Financial and Assessment Chief, Office of Administrative Services.

5. That the Bureau of Administrative Services, Assessment Section shall monitor this matter for compliance.

6. That, if UGI Utilities, Inc. – Gas Division fails to make the civil penalty payment required by Ordering Paragraph No. 2 above, within thirty (30) days of the entry of a final Commission Order in this proceeding, it is further ordered that the Bureau of Administrative Services, Assessment Section, shall refer this matter to the Pennsylvania Office of Attorney General for collection of the total set forth above and appropriate action.

7. That the Secretary shall mark this docket closed upon payment of the civil penalty in the amount of \$1,500.

Date: May 14, 2025

/s/
Emily A. Farren
Administrative Law Judge