



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
COMMONWEALTH KEYSTONE BUILDING
400 NORTH STREET
HARRISBURG, PENNSYLVANIA 17120

IN REPLY PLEASE
REFER TO OUR FILE

May 22, 2025

ALL PARTIES OF RECORD

Re: Rondell Cliett v. UGI Utilities, Inc.- Gas Division
Docket Number: F-2024-3047144

To All Parties of Record:

On May 20, 2025, my office received Exceptions to the Initial Decision of Administrative Law Judge Guhl in the above captioned matter. Our review of the filing revealed that no certificate of service or other indication that the parties of record to the case were served with the Exceptions. Therefore, we have enclosed a copy of the Exceptions to constitute service for purposes of 52 Pa. Code §5.533.

Due to the failure of Rondell Cliett to provide service on all the parties of record to the case, and in order to avoid prejudice to any party pursuant to 52 Pa. Code §5.535, the Respondent shall have until June 2, 2025 to file Reply Exceptions.

Sincerely,

A handwritten signature in black ink that reads 'Matthew L. Homsher'. The signature is written in a cursive, flowing style.

Matthew L. Homsher
Secretary

Enclosure
MH: acg

cc: All Parties of Record
Document Folder

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Rondell Cliett
v.
UGI Utilities, Inc. – Gas Division
Docket No. F-2024-3047144

DATE OF DEPOSIT

MAY 20 2025

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

EXCEPTIONS OF RONDELL CLIETT

I. INTRODUCTION

Complainant Rondell Cliett ("Complainant") hereby files Exceptions to the Initial Decision dated April 29, 2025, issued by Administrative Law Judge Marta Guhl ("ALJ"). The Initial Decision denied relief based solely on a finding that UGI Utilities, Inc. – Gas Division ("UGI" or "Company") did not receive Complainant's purported payment documents and that those documents did not constitute payment. In so doing, the Initial Decision failed to address UGI's clear refusal to accept valid payment tendered by Complainant's authorized representative under Power of Attorney, in violation of the Public Utility Code's mandate for reasonable service, 66 Pa.C.S. § 1501, and Commission regulation requiring acceptance of payment in any reasonable manner, 52 Pa. Code § 56.94.

II. STATEMENT OF EXCEPTIONS

Exception No. 1 (Pages 12–15 of Initial Decision): UGI's refusal to accept payment tendered by Complainant's authorized representative under Power of Attorney constitutes a violation of 66 Pa.C.S. § 1501 (duty to provide adequate, efficient, safe, and reasonable service).

Exception No. 2 (Pages 15–16 of Initial Decision): UGI's wholesale rejection of a tendered Power of Attorney as a payment instrument contravenes 52 Pa. Code § 56.94, which requires acceptance of payment "in any reasonable manner."

Exception No. 3 (Pages 13–17 of Initial Decision): The ALJ failed to apply the broad statutory definition of "service" under 66 Pa.C.S. § 102 to include acceptance of payments by duly authorized agents, contrary to *Betchy v. West Penn Power Co.*, Docket No. C-2018-3000257 (Opinion and Order entered Oct. 8, 2020), and *Country Place Waste Treatment Co. Inc. v. Pa. Pub. Util. Comm'n*, 654 A.2d 72 (Pa. Cmwlth. 1995).

III. LEGAL ARGUMENT

A. Section 1501 Requires Reasonable Acceptance of All Valid Payments

pg. 1

every public utility shall furnish and maintain adequate, efficient, safe, and reasonable service and facilities." A refusal to accept valid payment tendered by an authorized representative is inherently unreasonable. In *Patterson v. Bell Tel. Co. of Pa.*, 72 Pa.P.U.C. 196 (1990), the Commission held that utilities must accommodate reasonable methods of payment. UGI's refusal to process a Power of Attorney presented solely because it arrived in document form, rather than as cash or check, denies Complainant reasonable service and violates the mandatory duty imposed by § 1501.

B. Regulation 52 Pa. Code § 56.94 Requires Acceptance of Payment "In Any Reasonable Manner"

Regulation 52 Pa. Code § 56.94 provides that a customer may avoid termination if "payment in full is tendered in any reasonable manner," explicitly including personal checks. The regulation's use of the disjunctive term "any" underscores the Commission's intent to ensure utilities accept all bona fide forms of payment. UGI's blanket policy of rejecting a Power of Attorney as a non-payment instrument conflicts with the regulation's broad protection.

C. Broad Definition of "Service" Compels Acceptance of Agent-Tendered Payments

The Public Utility Code defines "service" in the broadest sense to include "any and all acts done, rendered, or performed, and any and all things furnished or supplied . . . by public utilities . . . to their patrons." 66 Pa.C.S. § 102. In *Country Place*, 654 A.2d 72, the Commonwealth Court affirmed that service must be construed broadly to effectuate the Code's remedial purpose. In *Betchy*, the Commission reinforced that "service" includes acceptance of timely payments made through reasonable channels. By refusing to accept payment by Complainant's Power of Attorney, UGI effectively denied Complainant a fundamental "thing furnished" by the utility—i.e., acceptance and application of his payment.

D. Complainant Complied With All Requirements for Agent-Tendered Payment

The record demonstrates that on March 28, 2022, Complainant submitted valid Powers of Attorney and Notices of Intention to pay through his authorized representative. Tr. 13–17; C-Exhs. 2–3. UGI did not contest the authenticity of these documents, but refused to treat them as payment. The ALJ's finding that UGI "did not receive" the documents (ID at 14) is contradicted by the unrefuted testimony and exhibits. Even if UGI claims non-receipt, UGI's obligation under § 1501 and § 56.94 remains: upon any tender of valid payment, the utility must undertake reasonable inquiry and accept or promptly notify the customer of any deficiency.

IV. RELIEF REQUESTED

Complainant respectfully requests the Commission to:

1. Sustain these Exceptions;
2. Find that UGI violated 66 Pa.C.S. § 1501 and 52 Pa. Code § 56.94 by refusing to accept payment tendered through Complainant's authorized representative;
3. Order UGI to accept the submitted Power of Attorney as valid payment, apply any corresponding credits to Complainant's account, and withdraw any threatened termination notices; and
4. Grant any other relief deemed appropriate.

Respectfully submitted,

Date: May 20, 2025



/s/ Rondell Cliett
Rondell Cliett
249 Green Street
Edwardsville, PA 18704
Complainant, Pro Se

May 20, 2025

DATE OF DEPOSIT

MAY 20 2025

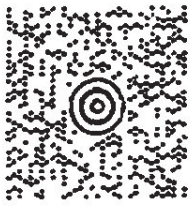
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