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File #: 205318

June 2, 2025

VIA ELECTRONIC FILING

Matthew Homsher, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor North
P.O. Box 3265
Harrisburg, PA 17105-3265

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

Dear Secretary Homsher:

Attached for filing are the Replies of UGI Utilities, Inc. – Gas Division to the Exceptions of Rondell Cliett in the above-referenced proceeding. Copies will be provided as indicated on the Certificate of Service.

Respectfully submitted,



Devin Ryan

DR/dmc
Attachment

cc: The Honorable Marta Guhl (*via email; w/attachment*)
Office of Special Assistants (*via email; w/attachment*)
Certificate of Service


CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been served upon the following persons, in the manner indicated, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a participant).

VIA EMAIL AND FIRST-CLASS MAIL

Rondell Andre Cliett
249 Green Street
Edwardsville, PA 18704
Cliett1125r@gmail.com

Date: June 2, 2025



Devin Ryan

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

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

**REPLIES OF UGI UTILITIES, INC. – GAS DIVISION TO THE
EXCEPTIONS OF RONDELL CLIETT**

UGI Utilities, Inc. – Gas Division (“UGI Gas” or the “Company”), pursuant to 52 Pa. Code § 5.535, hereby files its Replies to the Exceptions of Rondell Cliett (“Complainant”). The Complainant filed Exceptions to the April 29, 2025, Initial Decision (“ID”) rendered by Administrative Law Judge Marta Guhl (“ALJ”). The ID held that the Complainant failed to meet his burden of proof to demonstrate that the Company failed to accept payments to his account..

For the reasons explained below, UGI Gas respectfully requests that the Public Utility Commission (“Commission”) deny the Complainant’s Exceptions, adopt the well-reasoned Initial Decision without modification, and dismiss the Complaint with prejudice.

I. INTRODUCTION

On March 6, 2024, UGI Gas was served with the above-captioned Formal Complaint filed by the Complainant with the Commission.

On March 27, 2024, UGI Gas filed an Answer to the Complaint.

On April 1, 2024, the Commission issued an Initial Telephonic Hearing Notice scheduling an evidentiary hearing between the parties on May 22, 2024, at 10:00 a.m. before Administrative Law Judge Eranda Vero.

On April 2, 2024, the Commission issued a Hearing Cancellation Notice, which canceled the hearing scheduled for May 22, 2024.

Also on April 2, 2024, the Commission issued a Judge Change Notice, which notified the parties that the presiding officer in this proceeding was changed to Administrative Law Judge Marta Guhl (the “ALJ”) and rescheduled the evidentiary hearing for May 22, 2024.

On May 13, 2024, UGI Gas requested a continuance due to the unavailability of its witness. The ALJ granted the Company’s request on May 14, 2024, via email.

A second Hearing Cancellation Notice was issued on May 21, 2024, confirming that the May 22, 2024, hearing was canceled.

On December 17, 2024, the Commission issued a second Initial Telephonic Hearing Notice scheduling an evidentiary hearing between the parties on January 17, 2025, at 1:00 p.m. before the ALJ.

On January 17, 2025, the evidentiary hearing was held as scheduled.

On April 29, 2025, the ALJ issued the ID dismissing the Complaint, finding that the Complainant failed to meet his burden of proof to demonstrate that the Company failed to accept payments to his account..

On May 20, 2025, the Complainant filed Exceptions to the ID.¹ The Complainant objects to the finding in the ID that the Company applied all payments that it received towards the Complainant’s account and contends that the ALJ erred in by not requiring UGI Gas to accept his self-styled instruments as payment on the account. For the reasons discussed below, the ID correctly determined based on the record evidence that the Complainant failed to meet his burden

¹ The Complainant’s Exceptions were served on the Company via Secretarial Letter on May 22, 2025, which set a deadline of June 2, 2025, for the Company to file Replies to the Exceptions.

of proof. Thus, the Commission should deny the Complainant's Exceptions and adopt the well-reasoned ID without modification.

II. REPLIES TO EXCEPTIONS

A. REPLY TO EXCEPTIONS NO. 1 AND 2 – THE ALJ PROPERLY FOUND THAT THE COMPLAINANT FAILED TO ESTABLISH THAT THE COMPANY DID NOT PROPERLY APPLY PAYMENTS TO HIS ACCOUNT

The Complainant disputes the ALJ's finding that he failed to meet his burden of proof that UGI Gas did not properly apply payments to his account. (Complainant's Exceptions at 1.) Here, the Complainant alleges that UGI Gas did not accept a "tendered Power of Attorney" as a reasonable payment instrument in violation of Section 1501 of the Public Utility Code and Section 56.94 of the Commission's regulations. (Complainant's Exceptions at 1.) The Complainant claims that the record "demonstrates" that he "submitted valid Powers of Attorney and Notices of Intention to pay [his account balance] through his authorized representatives." (Complainant's Exceptions at 2.) The Complainant asserts that the ID's finding that UGI Gas "'did not receive' the documents . . . is contradicted by the unrefuted testimony and exhibits." (Complainant's Exceptions at 2.) Finally, the Complainant argues that "[e]ven if UGI claims non-receipt," the Company was required to "undertake reasonable inquiry and accept or promptly notify the customer of any deficiency." (Complainant's Exceptions at 2.)

None of the Complainant's claims have merit. As explained by the ALJ, "[t]o establish a sufficient case and satisfy the burden of proof, the Complainant must show that the Respondent public utility is responsible or accountable for the problem described in the Complaint." (ID at 5) (citing *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).) The ALJ also properly described that "[m]ore is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established." (ID at 5) (citing *Norfolk & W. Ry. v. Pa. Pub. Util. Comm'n*, 413 A.2d 1037 (Pa. 1980); *Erie*

Resistor Corp. v. Unemployment Comp. Bd. of Rev., 166 A.2d 96 (Pa. Super. 1960); *Murphy v. Pa. Dep't of Pub. Welfare, White Haven Ctr.*, 480 A.2d 382 (Pa. Cmwlth. 1984.)

Here, the Complainant failed to sustain his burden of proof that the Company did not accept payments to his account. In this case, the Complainant claims that he sent “Power of Attorney” and “Notice of Intention” documents to UGI Gas that he intended to serve as payment on his account. (ID at 3-4.) However, as UGI Gas witness Amy Wynn explained, the Company never received these documents. (ID at 8.) Ms. Wynn further explained that even had the Company received these documents, they would not have constituted valid payments on the account. (ID at 8.) Ms. Wynn provided a detailed history of payments on the account, explaining that the last payment from the customer was received in September 2021, and that the Complainant received Low-Income Heating Assistance Program (“LIHEAP”) grant funds and Customer Assistance Program (“CAP”) arrearage forgiveness. (ID at 8.) Thus, the Company credibly demonstrated that it applied all valid payments received to the Complainant’s account, as well as LIHEAP funds and CAP benefits.

The ALJ properly found that the Company fully rebutted the Complainant’s claims that UGI Gas failed to apply payments to the account. As the ALJ explained, “although the Complainant contends that UGI was not accepting his payments, UGI’s witness credibly testified that the Company did not receive the documents, and also that these submitted forms of payment do not constitute payments towards the account.” (ID at 8.) The ALJ concluded that “UGI’s witness credibly testified that UGI applied all payments that it received towards the Complainant’s account.” (ID at 8.) Therefore, the ALJ correctly determined that the Company rebutted the Complainant’s allegations and that “the Complainant has not met his burden of establishing that

the Company violated Section 1501 of the Public Utility Code related to UGI's application of payments to his gas account.” (ID at 8.)

For these reasons, the ALJ correctly held that the Complainant failed to sustain his burden of proof UGI Gas failed to properly apply payments to his account. Accordingly, the Commission should deny the Complainant's Exceptions Nos. 1 and 2.

B. REPLY TO EXCEPTION NO. 3 – THE COMPLAINANT'S ARGUMENT THAT UGI GAS MUST ACCEPT HIS SELF-STYLED INSTRUMENTS AS PAYMENT HAS NO MERIT

The Complainant erroneously claims that 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.” (Exceptions at 2.) In support of this argument, the Complainant cites to three Commission decisions that he claims demonstrate that: (1) UGI Gas was required to accept his Power of Attorney documents as reasonable payments; and (2) UGI Gas's failure to accept the Power of Attorney documents as reasonable payment violated Section 1501 of the Public Utility Code and Section 56.94 of the Commission's regulations. (Exceptions at 1-2.)

These claims completely lack merit. Importantly, the ALJ correctly explained that “[t]he statutory definition of ‘service’ is to be broadly construed” and appropriately reviewed the Complainant's allegations regarding payment methods under this standard. (ID at 7, 8.) Further, none of the cases cited by the Complainant provide support for the notion that UGI Gas must accept self-styled instruments like the Complainant's “Power of Attorney” as payment. First, the Commission's Order in *Betchy v. West Penn Power Co.*, Docket No. C-2018-3000257, 2020 Pa. PUC LEXIS 515 (Order entered Oct. 8, 2020) (“*Betchy*”) concerned the installation of a smart meter at a complainant's address and made no determinations regarding acceptable methods of payments. *See Betchy* at *13-15. Similarly, the Commission made no findings related to valid payment methods in *Patterson v. Bell Telephone Co.*, Docket No. F-8966524, 1990 Pa. PUC

LEXIS 19 (Order dated Feb. 8, 1990) (“*Patterson*”). *Patterson* concerned whether a utility “act[ed] unreasonably in suspending the Complainant’s toll service and in attempting to negotiate a payment agreement for the arrearages with the Complainant.” *Patterson* at *9. *Country Place Treatment Co. v. Pa. PUC*, 654 A.2d 72 (Pa. Cmwlth. 1995) (“*Country Place*”) concerned whether the Public Utility Commission had jurisdiction under Section 1501 of the Public Utility Code to regulate odors emitted by a waste treatment facility. *Country Place* at *3. None of these cases concerned whether utilities must accept instruments like the Complainant’s “Power of Attorney” or “Notice of Intention” as payment for service received and, therefore, the Commission made no findings relevant to the Complainant’s arguments in this proceeding.

By contrast, the Commission has long held that “[i]t is axiomatic that a utility customer must pay for the utility service that he consumes.” *Richards v. Duquesne Light Co.*, Docket No. C-2012-2335328, 2013 Pa. PUC LEXIS 403 (Order entered June 11, 2013) at *4-5 (citing *Scaccia v. West Penn Power Co.*, 55 P.U.C. 637 (1982)). Indeed, the Commission has rejected similar arguments from customers claiming that utilities are required to accept self-styled instruments as payment for service. *See, e.g., Carlton v. PECO Energy Co.*, Docket No. C-2023-3039584, 2024 Pa. PUC LEXIS 298 at * 8 (Order entered Sept. 26, 2024) (finding that “PECO’s action in refusing to accept the Complainant’s self-styled instruments as payment for his bill did not violate the Code or a Commission Regulation or Order”); *Feitt v. Peoples Natural Gas Co.*, Docket No. F-2018-3003833, 2020 Pa. PUC LEXIS 527 at *6 (Order entered Oct. 8, 2020) (finding that “the signature of a customer is not a reasonable method of payment without actual financial support backing it”). The Commission should follow this well-established precedent and reject the Complainant’s argument that UGI Gas is required to accept these self-styled instruments as valid payments under the Public Utility Code or the Commission’s orders or regulations.

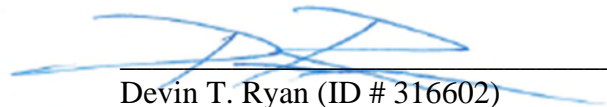
Based on the foregoing, the Complainant's Exception No. 3 is without merit and should be denied.

III. CONCLUSION

WHEREFORE, for all the foregoing reasons, as well as those more fully explained in the well-reasoned Initial Decision of Administrative Law Judge Marta Guhl, UGI Utilities, Inc. – Gas Division respectfully requests that the Pennsylvania Public Utility Commission: (1) deny the Exceptions filed by Rondell Cliett; (2) adopt the Initial Decision without modification; and (3) dismiss the Formal Complaint at Docket No. F-2024-3047144 with prejudice.

Respectfully submitted,

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Dated: June 2, 2025

Counsel for UGI Utilities, Inc. – Gas Division