

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

Public Meeting held July 24, 2025

Commissioners Present:

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

Rondell Cliett

F-2024-3047144

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 of Rondell Cliett (Mr. Cliett or Complainant), filed on May 20, 2025,<sup>1</sup> to the Initial Decision (I.D.) of Administrative Law Judge (ALJ) Marta Guhl, issued on April 29, 2025, in the

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<sup>1</sup> The Complainant's Exceptions did not contain a Certificate of Service or any other indication that the parties of record to the case were served. Therefore, on May 22, 2025, the Commission's Secretary's Bureau served a copy of the Exceptions on UGI Utilities, Inc. – Gas Division (UGI or the Company), granting UGI until June 2, 2025, to file Reply Exceptions.

above-captioned proceeding. UGI filed Replies to Exceptions on June 2, 2025. For the reasons stated, *infra*, we shall deny the Complainant's Exceptions and adopt ALJ Guhl's Initial Decision, consistent with the discussion in this Opinion and Order.

## I. Background and Procedural History

According to UGI, the Complainant currently has gas service at his Service Address and was first enrolled in the Company's customer assistance program (CAP) in May 2021. Tr. at 26.

As indicated by UGI Exhibit 1, the last payment, beyond those through assistance programs, from the Complainant was received on September 2, 2021, in the amount of \$65. Tr. at 27; UGI Exh. 1.

According to the Complainant, on March 28, 2022, Mr. Cliett sent documents to UGI in regard to his account. *See* Complainant Exhs. 1-3. These documents were a "Power of Attorney" and "Notice of Intentions," which he intended to serve as payment on his account. Tr. at 13-14; 17. The Complainant explained that the Notice of Intentions indicated that he "had a right to act on behalf of the principal" and that the Complainant was "claiming all titles and interests that are due to the principal." Mr. Cliett further explained that he "asked them to file the principal's interest to the principal's balance each and every month to offset the account." Tr. at 14.

During the Complainant's contact with the Company on June 9, 2022, he was advised of the CAP amount owed in order to remain on UGI's CAP. Tr. at 23; UGI Exh. 2.

On February 20, 2024, Mr. Cliett filed a Formal Complaint (Complaint) with the Commission, wherein he alleged that UGI was threatening to, or had already,

shut off his service.<sup>2, 3</sup> Complaint at ¶ 4. The Complainant also argued that: (1) UGI would not permit him to use his credit as a form of payment; (2) preventing him use of his credit is against the ECO, Trade and practices Laws; and, (3) UGI’s refusal to accept the Complainant’s “credit” is unlawful. Complaint at 2-3, 9. For requested relief, Mr. Cliett indicated that he would like the Company to use his credit as a form of payment. *Id.* at 3.

On March 27, 2024, in response to the Complaint, UGI filed an Answer, denying the material allegations. UGI stated that it “is without knowledge of the ‘credit’ the Complainant refers to in the Complaint,” and therefore denied that the Company is not letting the Complainant use his alleged credits. Answer at ¶ 5. UGI also noted that it has not rendered a termination notice to the Complainant since May 2022, and therefore, also denied this allegation contained in Mr. Cliett’s Complaint. *Id.* at ¶ 4.

On April 1, 2024, the Commission issued an Initial Telephonic Hearing Notice scheduling this matter for an evidentiary hearing on May 22, 2024, and assigning ALJ Eranda Vero as the Presiding Officer.

On April 2, 2024, a Hearing Cancellation Notice was issued, which cancelled the May 22, 2024 hearing before ALJ Vero. On that same date, a Judge Change Notice was issued which notified the Parties that the presiding officer in this proceeding was changed to ALJ Guhl and rescheduled the evidentiary hearing for May 22, 2024.

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<sup>2</sup> On March 6, 2024, the Complaint was served on UGI for an answer due within twenty (20) days.

<sup>3</sup> The Complaint is an appeal from an informal decision of the Commission’s Bureau of Consumer Services (BCS), issued on December 13, 2023, at BCS Case No. 3939659. I.D. at 1, n.1; Answer at ¶ 7.

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

On September 18, 2024, Mr. Cliett was removed from UGI's CAP for failure to recertify, which is a requirement to remain on the program.<sup>4</sup> Tr. at 24.

On December 17, 2024, the Commission issued a second Initial Telephonic Hearing Notice scheduling this matter for an evidentiary hearing on January 17, 2025.<sup>5</sup>

On January 17, 2025, ALJ Guhl convened the telephonic evidentiary hearing, as scheduled. The Complainant appeared *pro se*, testified on his own behalf and presented no other witnesses. Three exhibits (Complainant Exhibits 1-3) were admitted into the record on behalf of the Complainant. UGI was represented by counsel who presented the testimony of one witness, Ms. Amy Wynn, UGI's Senior Regulatory Compliance Representative. UGI presented three exhibits (UGI Exhibits 1-3), which were admitted into the record.

On April 29, 2025, the Commission issued the Initial Decision of ALJ Guhl, wherein she denied Mr. Cliett's Complaint, finding that the Complainant failed to meet his burden of proof to demonstrate that the Company failed to accept payments to his account. *See* I.D. at 1, 8-10.

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<sup>4</sup> UGI Exhibit 3 contains copies of letters sent to Mr. Cliett with information about recertifying for the Company's CAP program, explaining that failure to do so would result in removal from the program. The first was sent on May 18, 2024, and the second was dated June 18, 2024. Tr. at 25-26. Having not received any information or recertification from the Complainant, the last letter dated September 18, 2024 informed Mr. Cliett that he was removed from the CAP program. Tr. at 26.

<sup>5</sup> Due to an administrative error, a Prehearing Order was not issued in this case.

As noted, *supra*, the Complainant filed Exceptions on May 20, 2025. UGI filed Replies to Exceptions on June 2, 2025.

## II. Discussion

### A. Legal Standards

#### 1. Burden of Proof, 66 Pa.C.S. § 332(a)

Section 332(a) of the Public Utility Code (Code) provides that a complainant, as the party seeking affirmative relief from the Commission, has the burden of proof. 66 Pa.C.S. § 332(a). The evidentiary burden of proof for actions before the Commission is the “preponderance of the evidence” standard. *Suber v. Pennsylvania Com’n on Crime and Delinquency*, 885 A.2d 678, 682 (Pa. Cmwlth. 2005) (*Suber*); *Samuel J. Lansberry, Inc. v. Pa. PUC*, 578 A.2d 600 (Pa. Cmwlth. 1990), *alloc. denied*, 602 A.2d 863 (1992) (*Lansberry*); *see also, North American Coal Corporation v. Air Pollution Commission*, 279 A.2d 356 (Pa. Cmwlth. 1971). To establish a fact or claim by a preponderance of the evidence means to offer the greater weight of the evidence, or evidence that outweighs, or is more convincing than, by even the smallest amount, the probative value of the evidence presented by the other party. *See Se-Ling Hosiery, Inc. v. Margulies*, 70 A.2d 854, 855 (Pa. 1950).

The burden of proof comprises two distinct burdens: the burden of production and the burden of persuasion. *Hurley v. Hurley*, 754 A.2d 1283 (Pa. Super. 2000). The burden of production, also called the burden of going forward with the evidence, determines which party must come forward with evidence to support a particular claim or defense. *Scott and Linda Moore v. National Fuel Gas Distribution*, Docket No. C-2014-2458555 (Final Order entered August 25, 2015) (*Moore*). The burden of production goes to the legal sufficiency of a party’s claim or affirmative

defense. *Id.* It may shift between the parties during a hearing. If a complainant introduces sufficient evidence to establish the legal sufficiency of the claim, also called a *prima facie* case, the burden of production shifts to the utility to rebut the complainant's evidence. *See Id.* If the utility introduces evidence sufficient to balance the evidence introduced by the complainant, that is, evidence of co-equal value or weight, the complainant's burden of proof has not been satisfied and the burden of going forward with the evidence shifts back to the complainant. The complainant then must provide some additional evidence favorable to the complainant's claim. *Milkie v. Pa. PUC*, 768 A.2d 1217 (Pa. Cmwlth. 2001) (*Milkie*); *Burleson v. Pa. PUC*, 443 A.2d 1373 (Pa. Cmwlth. 1982), *aff'd*, 461 A.2d 1234 (Pa. 1983) (*Burleson*).

Having produced sufficient evidence to establish the legal sufficiency of a claim, the party with the burden of proof must also carry the burden of persuasion to be entitled to a favorable ruling. *See Moore*. While the burden of production may shift back and forth during a proceeding, the burden of persuasion never shifts; it always remains on a complainant as the party seeking affirmative relief from the Commission. *See Milkie, Burleson*; *see also, Riedel v. County of Allegheny*, 633 A.2d 1325, 1328, n.11 (Pa. Cmwlth. 1993). It is entirely possible for a party to carry the burden of production but not be entitled to a favorable ruling because the party did not carry the burden of persuasion. *See Moore*. In determining whether a complainant has met the burden of persuasion, the ultimate factfinder<sup>6</sup> may engage in determinations of credibility, may accept or reject testimony of any witness in whole or in part, and may accept or reject inferences from the evidence. *See Moore* (citing *Suber*).

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<sup>6</sup> In formal complaint proceedings, the Commission, not the ALJ, is the ultimate fact-finder; it weighs the evidence and resolves conflicts in testimony. When reviewing the initial decision of an ALJ, the Commission has all the powers that it would have had in making the initial decision except as to any limits that it may impose by notice or by rule. *Milkie*, 768 A.2d at 1220, n. 7 (citing, *inter alia*, 66 Pa.C.S. § 335(a)).

Finally, adjudications by the Commission must be supported by substantial evidence in the record. 2 Pa.C.S. § 704. “Substantial evidence” is such relevant evidence that a reasonable mind might accept as adequate to support a conclusion. *Consolidated Edison Company of New York v. National Labor Relations Board*, 305 U.S. 197, 229, 59 S. Ct. 206, 217 (1983). More is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. *Norfolk & Western Railway Company v. Pa. PUC*, 413 A.2d 1037 (Pa. 1980); *Erie Resistor Corporation v. Unemployment Compensation Board of Review*, 166 A.2d 96 (Pa. Super. 1961); *Murphy v. Commonwealth Department of Public Welfare, White Haven Center*, 480 A.2d 382 (Pa. Cmwlth. 1984).

## **2. General Standards**

In the Initial Decision, the ALJ made fifteen Findings of Fact and reached six Conclusions of Law. *See* I.D. at 3-5, 9. 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.

As we proceed in our review of the various positions of the Parties in this proceeding, we are reminded that 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). Exceptions that we do not specifically address shall be deemed to have been duly considered and denied without further discussion.

**B. ALJ's Initial Decision**

In her Initial Decision, ALJ Guhl concluded that after reviewing the evidence presented by the Complainant and after considering the testimony of UGI's witness, the Complainant failed to meet his burden of proving that UGI handled his account inappropriately or incorrectly. I.D. at 6-8. In reaching her conclusion, the ALJ considered Section 1501 of the Code in determining whether UGI failed to correctly bill a customer or provide unreasonable service. The ALJ noted that the reasonable service requirement in Section 1501 of the Code, 66 Pa.C.S. § 1501, reads in pertinent part, 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.

I.D. at 6-7 (citing 66 Pa.C.S. § 1501).

The ALJ continued noting that the term "service" is defined broadly under Section 102 of the Code, 66 Pa.C.S. § 102, in relevant part, as follows:

"Service." Used in its broadest and most inclusive sense, includes all acts done, rendered, or performed, and all things furnished or supplied, and any and all facilities used, furnished, or supplied by public utilities. . .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 . . .

I.D. at 7 (citing 66 Pa.C.S. § 102).

The ALJ noted the Complainant's allegation that UGI erred in not crediting payments to his account and in its decision to issue a termination notice, threatening to

shut off the Complainant's natural gas service. I.D. at 6. ALJ Guhl also noted that Mr. Cliett testified that he sent documents to UGI on March 28, 2022, such as a Power of Attorney and Notice of Intention, which the Complainant intended to serve as payment for his account with UGI. *Id.* (citing Tr. at 13-14, 17; Complainant Exhs. 1-3).

In response to the Complainant's allegations, the ALJ highlighted the testimony of UGI's witness, Ms. Amy Wynn, in which she explained that UGI did not receive the documents that the Complainant allegedly submitted and testified that the Complainant currently has active gas service at the Service Address. I.D. at 6-7 (citing Tr. at 26, 28). However, the Complainant was removed from UGI's CAP on September 18, 2024, due to his failure to recertify for the program, despite the Company's attempts to notify the Complainant of the need to recertify in order to remain on the Company's CAP. Namely, Ms. Wynn testified that UGI made these notification attempts on May 18, 2024, and again on June 18, 2024. I.D. at 7 (citing Tr. at 26; UGI Exh. 3).

Ms. Wynn also provided a detailed history of payments on the account, explaining that the last payment the Company received from the Complainant on his gas service account was in September 2021, in the amount of \$65.00, and that Mr. Cliett received Low-Income Heating Assistance Program (LIHEAP) grants and CAP arrearage forgiveness while he was still enrolled in the program. I.D. at 8 (citing Tr. at 27; UGI Exh. 1). Lastly, Ms. Wynn noted that the Complainant's current balance as of the hearing date was \$1,268.80. I.D. at 8 (citing Tr. 26; UGI Exh. 1).

The ALJ noted that the record demonstrates that the Complainant has active gas service at the Service Address and that UGI applied all payments that it received towards the Complainant's account. Additionally, ALJ Guhl found that, contrary to Mr. Cliett's contention that UGI was not accepting his payments, Ms. Wynn 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.<sup>7</sup> I.D. at 8. For these reasons, the ALJ concluded that she cannot find that UGI failed to properly apply the Complainant's payment to his gas account. Accordingly, the ALJ concluded that the Complainant has not met his burden of establishing that the Company violated Section 1501 of the Code related to UGI's application of payments to his gas account. *Id.*

Consistent with the above findings, the ALJ dismissed the Complaint. I.D. at 10.

### **C. Exceptions and Replies**

The Complainant's Exceptions consist of two type-written pages, proffering three numbered Exceptions to the ALJ's Initial Decision. In his Exception Nos. 1 and 2, the Complainant disputes the ALJ's finding that the Complainant failed to meet his burden of proof that UGI did not properly apply payments to his account. The Complainant alleges that UGI's failure to accept a "tendered Power of Attorney" as a reasonable payment instrument is a violation of Section 1501 of the Code, 66 Pa.C.S. § 1501, and Section 56.94 of the Commission's Regulations, 52 Pa. Code § 56.94. Exc. at 1.

Mr. Cliett argues that the record "demonstrates" that he "submitted valid Powers of Attorney and Notices of Intention to pay [his account balance] through his authorized representatives." The Complainant contends that the ALJ's finding that UGI

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<sup>7</sup> ALJ Guhl noted that the Commission's Regulations do not specifically address the forms of payment which a utility is required to accept from a customer as payment for services rendered. However, the ALJ stated, the Regulations relating to termination note that a customer may avoid termination if "payment in full is tendered in *any reasonable manner...*" The Regulation also notes that payment "in any reasonable manner includes payment by personal check ..." I.D. at 8 (citing 52 Pa. Code § 56.94 (emphasis added)).

“‘did not receive’ the documents...is contradicted by the unrefuted testimony and exhibits.” 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.” Exc. at 2.

In Reply, UGI contends that the ALJ properly found that the Complainant did not sustain his burden of proof that the Company failed to apply payments to his account. R. Exc. at 4-5. In support of its position, UGI reiterates the testimony of its witness, Ms. Wynn, wherein she explained that the Company never received the documents that Mr. Cliett intended to serve as payment on his account, namely a “Power of Attorney” and “Notice of Intention.” Furthermore, UGI notes Ms. Wynn’s testimony that even had the Company received these documents, they would not have constituted valid payments on the account. *Id.* at 4. UGI points to the ALJ’s finding that the Company credibly demonstrated that it applied all valid payments received to the Complainant’s account, including LIHEAP funds and CAP benefits. *Id.* (citing I.D. at 8).

Therefore, UGI argues that Mr. Cliett’s Exception Nos. 1 and 2 should be dismissed due to the Complainant’s failure to meet his burden of proof, as determined in the Initial Decision. R. Exc. at 5.

In his Exception No. 3, Mr. Cliett argues 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.” Exc. at 1-2. In support of his argument, the Complainant cites to three decisions: (1) *Kim Betchy v. West Penn Power Company*, Docket No. C-2018-3000257 (Opinion and Order entered October 8, 2020) (*Betchy*); *Country Place Waste Treatment Company, Inc. v. Pa. PUC*, 654 A.2d 72 (Pa. Cmwlth. 1995) (*Country Place*); and (3) *Patterson v. Bell Telephone Company of Pennsylvania*, 72 Pa. P.U.C. 196 (1990) (*Patterson*). Mr. Cliett’s contention is that these three Commission decisions demonstrate that: (1) UGI was required to accept his Power

of Attorney documents as reasonable payments; and, (2) UGI's failure to accept the Power of Attorney documents as a reasonable payment violated Section 1501 of the Code, 66 Pa.C.S. § 1501, and Section 56.94 of the Commission's Regulations, 52 Pa. Code § 56.94. *Id.*

In Reply, UGI counters that the Commission has not made any findings in *Betchy*, *Country Place*, or *Patterson* relevant to the Complainant's arguments in this proceeding.<sup>8</sup> Specifically, UGI notes that 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. R. Exc. at 5-6.

According to UGI, 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. R. Exc. at 5 (citing I.D. at 7-8). UGI submits that, contrary to the Complainant's argument, the Commission has rejected similar arguments from customers claiming that utilities are required to accept self-styled instruments as payment for service. R. Exc. at 6 (citing *Philip Alexander Carlton v. PECO Energy Company*, Docket No. C-2023-3039584, 2024 Pa. PUC LEXIS 298 at \*8 (Opinion and Order entered September 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"); *Karen Feitt and Higinio Mendoza, Jr. v. Peoples Natural Gas Company LLC*

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<sup>8</sup> UGI notes that *Betchy* concerned the installation of a smart meter at a complainant's address and made no determinations regarding acceptable methods of payment. R. Exc. at 5 (citing *Betchy*). UGI continues that *Country Place* concerned whether the Commission had jurisdiction under Section 1501 of the Code to regulate odors emitted by a waste treatment facility. R. Exc. at 6 (citing *Country Place*). And, finally, UGI notes, *Patterson* concerned whether a utility "act[ed] unreasonably in suspending the complainant's toll service in attempting to negotiate a payment agreement for the arrearages with the complainant." R. Exc. at 6 (citing *Patterson*).

– *Equitable Division*, Docket No. F-2018-3003833, 2020 Pa. PUC LEXIS 527 at \*6 (Opinion and Order entered October 8, 2020) (finding that “the signature of a customer is not a reasonable method of payment without actual financial support backing it”).

Therefore, UGI argues that Mr. Cliett’s Exception No. 3 is without merit and should be denied. R. Exc. at 7.

#### **D. Disposition**

Upon review and consideration of the record in this proceeding, we shall deny Mr. Cliett’s Exceptions. In our view, the Complainant has failed to meet his burden of proof and his arguments set forth in his Exceptions are not supported by record evidence. As a result, we shall adopt the ALJ’s Initial Decision, consistent with the discussion herein.

According to the evidentiary record, Mr. Cliett was enrolled in UGI’s CAP in May 2021, and his current status, due to his removal from the program, shows that the total amount due on the account, as of the hearing date, was \$1,268.80. *See* Tr. at 26; UGI Exh. 1. Although Mr. Cliett was ultimately removed from the Company’s CAP in September 2024, due to his failure to recertify for the program, the Complainant had the opportunity to remain in the program had he observed the Company’s multiple attempts to notify the Complainant of the need to recertify in order to remain on the Company’s CAP. *See* Tr. at 26; UGI Exh. 3.

Nonetheless, as noted by the ALJ, the record demonstrates that the Complainant has active gas service at the Service Address and that UGI applied all payments that it received towards the Complainant’s account, including LIHEAP funds and CAP benefits. *See* I.D. at 8. Thus, we find no error in the ALJ’s conclusion that the

Complainant has not met his burden of establishing that the Company violated Section 1501 of the Code related to UGI's application of payments to his gas account.

In his Exceptions, Mr. Cliett asserts that UGI's failure to accept a "tendered Power of Attorney" as a reasonable payment instrument is a violation of Section 1501 of the Code, 66 Pa.C.S. § 1501, and Section 56.94 of the Commission's Regulations, 52 Pa. Code § 56.94. Exc. at 1. While our Regulations do not specify the forms of payment a utility must accept from a customer, our Regulation concerning service termination states that a customer may avoid termination if "payment in full is tendered in any reasonable manner..." The Regulation also notes that payment "in any reasonable manner includes payment by personal check ..." 52 Pa. Code § 56.94. Therefore, the decision as to the reasonableness of the Complainant's method of payment is within the Commission's authority. However, Mr. Cliett's argument appears to be that UGI should accept instruments of his own design as payment, such as "Power of Attorney" and "Notice of Intention." Therefore, at best, Mr. Cliett's position can be construed as an allegation that UGI failed to accept payment using a "negotiable instrument" as defined by the Uniform Commercial Code (UCC). 13 Pa.C.S. § 3104.

In order to determine whether the Complainant's tender is a reasonable method of payment, the Commission would be required to determine the negotiability of instruments, which is a question of law governed by application of the UCC, specifically 13 Pa.C.S. § 3104. However, the Commission has held in the past that it lacks subject matter jurisdiction to rule on questions of law arising under the UCC, and specifically, determinations regarding the negotiability of an instrument of payment. *See Haleema B. Alkhatib v. PECO Energy Company*, Docket No. C-2011-2242125 (Opinion and Order entered January 12, 2012) (*Alkhatib*); *James Coppedge v. PECO Energy Co.*, Docket No. F-2009-2135893 (Opinion and Order entered August 3, 2010) (*Coppedge I*). Additionally, the Commission has held that it is not unreasonable for a utility to limit the methods of payment that it will accept. *Coppedge v. PECO Energy Company*,

Docket No. F-2014-2406180 (Opinion and Order entered January 29, 2015) (*Coppedge II*); *Kennedy v. PECO Energy Company*, Docket No. C-2015-2471718 (Opinion and Order entered October 22, 2015); *Scott v. Pennsylvania-American Water Company*, Docket No. C-2015-2489453 (Final Order entered December 22, 2015).

Without jurisdiction to interpret the UCC and determine the negotiability of the instrument Mr. Cliett tendered to UGI as payment for service, we cannot determine its reasonableness. In order to be legally sufficient, a complaint must set forth “an act or thing done or omitted to be done or about to be done or omitted to be done by the respondent in violation, or claimed violation, of a statute which the Commission has jurisdiction to administer, or of a regulation or order of the Commission.” 52 Pa. Code § 5.22(a)(4). Thus, we find no error in the ALJ’s conclusion that UGI’s action in refusing to accept the Complainant’s self-styled instruments as payment for his bill did not violate any statute, Regulation or Order which the Commission has jurisdiction to administer.

Accordingly, the Complainant’s Exceptions are denied.

### III. Conclusion

Consistent with the foregoing discussion, we shall deny the Complainant’s Exceptions, adopt the Initial Decision of ALJ Guhl, and dismiss the Complaint, consistent with this Opinion and Order. **THEREFORE,**

#### **IT IS ORDERED:**

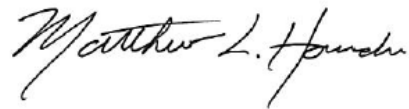
1. That the Exceptions filed by Rondell Cliett on May 20, 2025, to the Initial Decision of Administrative Law Judge Marta Guhl, issued on April 29, 2025, at Docket No. F-2024-3047144, are denied, consistent with this Opinion and Order.

2. That the Initial Decision of Administrative Law Judge Marta Guhl, issued on April 29, 2025, at Docket No. F-2024-3047144, is adopted, consistent with this Opinion and Order.

3. That the Formal Complaint filed by Rondell Cliett on February 20, 2024, in this docket, is dismissed.

4. That the Secretary's Bureau shall mark this proceeding closed.

**BY THE COMMISSION,**

A handwritten signature in black ink that reads "Matthew L. Homsher". The signature is written in a cursive style with a large initial "M".

Matthew L. Homsher  
Secretary

(SEAL)

ORDER ADOPTED: July 24, 2025

ORDER ENTERED: July 24, 2025