

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Roberta Daubert	:	
	:	
v.	:	C-2025-3054758
	:	
UGI Utilities, Inc. – Gas Division	:	

**INITIAL DECISION**

Before  
Emily A. Farren  
Administrative Law Judge

**INTRODUCTION**

This Initial Decision sustains the Formal Complaint of a gas service customer seeking a payment arrangement because she met her burden of proving she is eligible for a Commission-issued payment arrangement.

**HISTORY OF THE PROCEEDING**

On April 25, 2025, Roberta Daubert (Complainant or Ms. Daubert) filed a Formal Complaint (Complaint) with the Pennsylvania Public Utility Commission (Commission) against UGI Utilities, Inc. – Gas Division (UGI, Company or Respondent).<sup>1</sup> Ms. Daubert checked the boxes on the Complaint form stating that the

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<sup>1</sup> Although this Complaint is not designated with an “F” docket number that is used to identify timely appeals from the Bureau of Consumer Services (BCS), this Complaint is clearly a timely appeal from a BCS determination. Complainant filed the within Complaint one day after the BCS determination on April 24, 2025, at BCS No.

utility is threatening to shut off her service or has already shut off her service and requesting a Commission-issued payment arrangement. Compl. ¶ 4.

Under “Requested Relief,” Complainant wrote, “I have been very sick and disabled. I need a payment arrangement, I am not on the cap program and gave [sic] not been on it in a long time. Also my charges and late fees I don’t agree with.” Compl. ¶ 5.

On May 14, 2025, UGI filed its Answer to the Complaint which admitted in part and denied in part the various material allegations of the Complaint.

By Hearing Notice dated May 16, 2025, an Initial Call-In Telephonic Hearing was scheduled for July 9, 2025, and the matter was assigned to me.

A Prehearing Order was issued and served on May 16, 2025, reminding the parties of the date and time of the scheduled hearing, and informing them of the procedures applicable to this proceeding.

On July 3, 2025, at the request of Complainant, without objection from UGI, a Rescheduled Initial Telephonic Hearing Notice was issued rescheduling the hearing to August 20, 2025.

On August 20, 2025, the hearing convened as scheduled. The Complainant appeared *pro se*, testified on her own behalf, and offered no exhibits for the record. Larry Crayne, Esquire, appeared on behalf of UGI and presented the testimony of one witness, Amy Wynn, UGI Senior Compliance Representative. Ms. Wynn sponsored 5 exhibits,

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4050605, which dismissed Complainant’s informal complaint. A timely BCS appeal is subject to de novo review. 52 Pa. Code § 56.173(a).

which were admitted into the record without objection. The following exhibits were admitted:

- UGI Exhibit R-1 – Statement of Account
- UGI Exhibit R-2 – 4/2/25 Termination Notice
- UGI Exhibit R-3 – Payment Arrangement History
- UGI Exhibit R-4 – Certificate of Satisfaction
- UGI Exhibit R-5 – Company summary of BCS Decision

The record consists of the 48-page transcript and UGI’s five exhibits. The record closed on September 10, 2025, when the transcript and exhibits were filed with the Commission.

#### FINDINGS OF FACT

1. Complainant is Roberta Daubert, who receives gas service at 33 Oxford Street, Hanover Township, Pennsylvania 18706 (Service Address). Tr. 7.
2. Respondent is UGI Utilities, Inc. – Gas Division, a jurisdictional public utility, which provides gas service to Complainant at the Service Address.
3. On February 4, 2025, UGI issued Complainant a 10-Day Shut-Off Notice, indicating, in part, Complainant may have to pay a Security Deposit in the amount of \$286.00. UGI Ex. R-2.
4. Complainant resides alone at the Service Address. Tr. 10.
5. Complainant’s gross household monthly income is \$967. Tr. 9.

6. The total monthly household income and household size of one places the household below 150% of the Federal Poverty Level.<sup>2</sup> Tr. 9-10.
7. Complainant made four payments to UGI since 2021. Tr. 19.
8. Complainant has not had a Commission-issued<sup>3</sup> payment arrangement.
9. Complainant entered into, and subsequently broke, two Company-issued payment arrangements. Tr. 27.
10. Complainant qualified for UGI's customer assistance program (CAP) on June 27, 2022. UGI Ex. R-1.
11. Complainant failed to make CAP payments. Tr. 20.
12. Complainant failed to recertify for CAP and the CAP agreement terminated on August 25, 2023. UGI Ex. R-1.
13. Complainant's outstanding CAP arrearage at the time of the hearing was \$1,457. Tr. 25.
14. Complainant's outstanding balance at the time of the hearing was \$10,338.26. UGI Ex. R-1; Tr. 19.

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<sup>2</sup> See Federal poverty guidelines, 90 Fed. Reg. 5917 (Jan. 17, 2025); <https://aspe.hhs.gov/sites/default/files/documents/dd73d4f00d8a819d10b2fdb70d254f7b/detailed-guidelines-2025.pdf>

<sup>3</sup> The parties settled a prior formal complaint, at Docket No. F-2023-3042154, and the Company filed a Certificate of Satisfaction memorializing the settlement. Ms. Daubert did not object to the Certificate of Satisfaction.

## DISCUSSION

### *Burden of Proof*

Section 701 of the Public Utility Code provides that any person may complain, in writing, about anything done or not done by a public utility which violates any Commission statute, regulation, or order.<sup>4</sup> The burden of proof is on a person who wants the Commission to do something to resolve their complaint.<sup>5</sup>

In this matter, Ms. Daubert seeks relief from the Commission; therefore, she must carry the burden of proof. This means that Ms. Daubert must present facts which demonstrate she is entitled to a payment arrangement, by a preponderance of the evidence.<sup>6</sup> The term “preponderance of the evidence” means one party must present evidence which is more convincing, by even the smallest amount, than the evidence of the other party.<sup>7</sup>

### *Payment Arrangement*

Since 2004, Chapter 14 of the Code, the Responsible Utility Customer Protection Act, 66 Pa.C.S. §§ 1401-1419 (Chapter 14 or Act), applied to customers seeking a Commission payment arrangement. However, Chapter 14 expired on December 31, 2024. Nonetheless, this decision will apply to Chapter 14.<sup>8</sup> Further, the

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<sup>4</sup> 66 Pa.C.S. § 701.

<sup>5</sup> 66 Pa.C.S. § 332(a).

<sup>6</sup> *Popowsky v. Pa. Pub. Util. Comm'n*, 937 A.2d 1040 (Pa. 2007) (*Popowsky*); *Se-Ling Hosier v. Margulies*, 70A.2d 854 (Pa. 1950).

<sup>7</sup> *Popowsky*.

<sup>8</sup> In its Statement of Policy entered December 24, 2024, the Commission clarified that its regulations codified at 52 Pa. Code Chapter 56 shall remain in effect until amended. *See Sunset of Chapter 14, Title 66 of the Pennsylvania Public Utility Code*, Docket No. M-2024-3052328 (Statement of Policy entered Dec. 24, 2024).

facts relevant to this decision arose before the expiration of Chapter 14. Therefore, I find that applying Chapter 14 is appropriate under these circumstances.

### *Parties' positions*

Complainant requests a payment arrangement. She expressed a desire to pay off her balance. Complainant questioned the Company's ability to bill her a balance from 2020 forward. Ms. Daubert stated that UGI disconnected her gas service several times since 2020.

UGI opposes awarding Complainant a payment arrangement. UGI argues Complainant has a poor payment history and broke two company payment arrangements.

UGI further argues the Company appropriately included past amounts due to contain those incurred by Complainant more than four years ago, citing *Souders v. PECO Energy Company* and *Trivelpiece v. PECO Energy Company*.<sup>9</sup>

### *Disposition*

It is axiomatic that a utility customer must pay for the utility service that she consumes.<sup>10</sup> Unpaid balances for utility service of one customer are ultimately

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Regarding the provision of payment arrangements, the Commission explained that it will maintain its application of the four-tiered process establishing the length of payment arrangements previously articulated in Chapter 14. *Id.* at 4.

<sup>9</sup> *Souders v. PECO Energy Co.*, Docket No. C-2008-2053281 (Opinion and Order entered Apr. 30, 2009) (establishing that utilities can collect on billings that are over four years old); *Trivelpiece v. PECO Energy Co.*, Docket No. C-2015-2462644 (Opinion and Order entered Sept. 22, 2016) (stating that utilities cannot require payment of bills over four years old with a reconnection of service).

<sup>10</sup> *See, e.g., Scaccia v. West Penn Power Co.*, 55 Pa.P.U.C. 637 (1982) (holding that a public utility is entitled to payment for services provided to customers).

passed on to the other ratepayers of the utility. Here, UGI appropriately included past amounts due though some were incurred more than four years ago.<sup>11</sup>

However, Chapter 14 of the Public Utility Code provides that in certain circumstances a customer may be permitted to amortize the amount due on a utility account.<sup>12</sup> The award of a payment arrangement is not mandatory.<sup>13</sup>

The Commission has not awarded the Complainant a payment arrangement. But the Complainant has broken two payment arrangements offered to her by UGI. The Complainant also defaulted on a CAP agreement and made only four payments to her account since 2021.

Nevertheless, in my view it is appropriate to give the Complainant one more opportunity, afforded by a payment arrangement, to clear her debt with this utility.

Ms. Daubert's gross monthly household income is \$967 and her household size is one.<sup>14</sup> Based on the household income of \$967 per month, and her household size of one, Complainant falls under 150% of the Federal poverty level.<sup>15</sup> I will award Complainant a five-year payment arrangement.

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<sup>11</sup> *Brown v. PECO Energy Co.*, Docket No. C-2009-2097007 (Order entered Jan. 29, 2010) (holding that Section 56.35, 52 Pa. Code § 56.35, does not prohibit a utility from holding a customer responsible for a total account balance that includes amounts that are over four years old).

<sup>12</sup> 66 Pa.C.S. § 1402.

<sup>13</sup> *Buchanan v. Pike Cnty. Light and Power Co.*, Docket No. F-2009-2137873 (Opinion and Order entered Dec. 12, 2011).

<sup>14</sup> Tr. 9-10.

<sup>15</sup> See Federal poverty guidelines, 90 Fed. Reg. 5917 (Jan. 17, 2025); <https://aspe.hhs.gov/sites/default/files/documents/dd73d4f00d8a819d10b2fdb70d254f7b/detailed-guidelines-2025.pdf>; Tr. 9-10.

Additionally, Section 1409 of the Code further provides for the waiver of late payment charges pertaining to the application of the Act. Specifically, this provision of the Code states, in pertinent part, that:

A public utility shall waive late payment charges on any customer accounts if the charges were improperly assessed. The commission may order a waiver of any late payment levied by a public utility as a result of a delinquent account for customers with a gross monthly household income not exceeding 150% of the Federal poverty level.

66 Pa.C.S. § 1409. Given that Ms. Daubert’s household income does not exceed 150% of the Federal poverty level, waiver of any late payment levied by UGI is appropriate and warranted here.

However, the Public Utility Code excludes CAP arrearages from a payment arrangement.<sup>16</sup> As of the date of the hearing, the CAP arrearage on this account was \$1,457. This payment arrangement only applies to the Complainant’s non-CAP arrearages.

Lastly, for consistency with UGI’s Rules and Regulations at Tarriff Supplement No. 59, UGI shall review Ms. Daubert’s account to determine if money paid against a security deposit while on CAP should be refunded, as it is unclear from the Company’s exhibits as to when UGI charged Complainant the security deposit and when UGI applied payments and credits in the amount of \$1,067.<sup>17</sup>

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<sup>16</sup> 66 Pa.C.S. § 1405(c); *Haymes v. Phila. Gas Works*, Docket No. C-2022-3032787 (Opinion and Order entered Jan. 12, 2023).

<sup>17</sup> UGI’s Tariff provides, “[f]or existing customers that already have monies paid against a security deposit and become enrolled in the Company’s customer assistance programs, the Company will provide the customer a direct refund of the security deposit amount, along with applicable interest”; *see* UGI Exs. R-1, R-2.

## CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the parties to and subject matter of this case. 66 Pa.C.S. § 701.
2. The burden of proof in this proceeding is upon the Complainant. 66 Pa.C.S. § 332(a).
3. The Commission is authorized to establish a payment arrangement between a public utility and a customer. *Sunset of Chapter 14, Title 66 of the Pennsylvania Public Utility Code*, Docket No. M-2024-3052328 (Statement of Policy entered Dec. 24, 2024) (*citing* 66 Pa.C.S. § 1405(a)).
4. Complainant carried the burden of proving that she is eligible for a Commission-issued payment arrangement. 66 Pa.C.S. §§ 332(a), 1405(c), (e).

## ORDER

THEREFORE,

IT IS ORDERED:

1. That the Formal Complaint of Roberta Daubert, filed at *Roberta Daubert v. UGI Utilities, Inc. – Gas Division*, Docket No. C-2025-3054758 is sustained.
2. That Respondent UGI Utilities, Inc. – Gas Division shall compute Complainant’s outstanding balance based upon unpaid charges less: (1) late payment charges; (2) security deposit refund, if applicable and consistent with this Decision.

3. That within thirty (30) days of the Commission's Final Order in this matter, Respondent shall file with the Secretary's Bureau at this Docket and serve Complainant the account statement of the unpaid charges.

4. That Roberta Daubert shall make monthly payments consisting of her current bill plus one-sixtieth ( $1/60^{\text{th}}$ ) of the non-CAP arrearage owed on the account, less late payment charges, beginning with the first billing due date following the entry of the Commission's Final Order in this case, and continuing thereafter on the due date for the payment of each regular monthly bill.

5. That as long as Roberta Daubert maintains the terms of the payment arrangement stated herein, UGI Utilities, Inc. – Gas Division, shall not (1) suspend or terminate her utility service except for valid safety or emergency reasons; or (2) assess late payment or finance charges against her account.

6. That if Roberta Daubert does not keep the payment schedule stated herein, UGI Utilities, Inc. – Gas Division is authorized to suspend or terminate her utility service in accordance with the Public Utility Code and Commission regulations.

7. That Docket No. C-2025-3054758 be marked closed.

Date: December 3, 2025

\_\_\_\_\_/s/  
Emily A. Farren  
Administrative Law Judge