

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

Public Meeting held March 12, 2026

Commissioners Present:

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

Roberta Daubert

C-2025-3054758

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 filed by UGI Utilities, Inc. – Gas Division (UGI or the Company) on December 23, 2025, to the Initial Decision (I.D.) of Administrative Law Judge (ALJ) Emily A. Farren, issued on December 3, 2025. Therein, the ALJ sustained the Formal Complaint (Complaint) of Roberta Daubert (Ms. Daubert or the Complainant) against UGI, in the above-captioned proceeding. No Replies to Exceptions were filed. For the reasons stated below, we shall grant the Exceptions of UGI and reverse the ALJ’s Initial Decision consistent with this Opinion and Order.

I. History of Proceeding

On April 25, 2025, Ms. Daubert filed the instant Complaint against UGI.¹ The Complainant indicated three reasons for her Complaint: (1) the utility was threatening to shut off her service; (2) the Complainant requested a payment arrangement; and (3) “other.” Complaint at 2. Specifically, the Complainant stated: “I filed a[n] informal complaint but they denied it so [I] am filing a formal complaint.” *Id.* Under Requested Relief, the Complainant stated: “I have been very sick and disabled. I need a payment arrangement, I am not on the cap program and [h]ave not been on it in a long time. Also my charges and late fees I don't agree with.” *Id.* at 3.

On May 14, 2025, UGI filed an Answer to the Complaint (Answer). In its Answer, UGI, admitted, in part, and denied, in part, the allegations included in the Complaint. In relevant part, the Company admitted it threatened to terminate Ms. Daubert’s service due to her repeated failure to pay monthly bills in full and on time. In response to the Complainant’s request for a payment agreement, UGI noted that it has already provided the Complainant with two Company-issued payment agreements. Additionally, UGI highlighted that Ms. Daubert has filed five informal complaints and has filed two formal complaints. The Company further averred that the Complainant’s most recent formal complaint was resolved with a Certificate of Satisfaction dated February 23, 2024, which Ms. Daubert failed to honor. Namely, UGI stated that the Complainant failed to pay monthly bills, having made only four payments in four years, and accumulated an outstanding balance in the amount of \$10,191.52. Therefore, the Company claimed that Ms. Daubert has not made a good faith effort to pay monthly bills for natural gas service and averred that the Company should be authorized to terminate the Complainant’s service. Answer 1-2.

¹ This Complaint is a timely appeal from a BCS informal decision, at BCS Case No. 4050605, which dismissed Complainant’s informal complaint. A timely BCS appeal is subject to *de novo* review. 52 Pa. Code § 56.173(a). *See I.D.* at 1-2, n.1.

On May 16, 2025, the Commission issued an Initial Telephonic Hearing Notice, with a hearing scheduled before ALJ Farren on July 9, 2025. A subsequent order establishing procedural rules was issued on May 16, 2025. I.D. at 2.

On July 3, 2025, at the request of Ms. Daubert, without objection from UGI, a Rescheduled Initial Telephonic Hearing Notice was issued rescheduling the hearing to August 20, 2025. I.D. at 2.

A hearing in this matter convened as scheduled on August 20, 2025. The Complainant appeared *pro se* and offered no exhibits for the record. I.D. at 2. Larry Crayne, Esquire, appeared on behalf of UGI and presented the testimony of Ms. Amy Wynn, a UGI Senior Compliance Representative. *Id.* Ms. Wynn sponsored 5 exhibits for admission into the record. *Id.* at 2-3.

The record in this proceeding was closed on September 10, 2025, upon the filing of the transcript with the Commission. I.D. at 3.

On December 3, 2025, the Commission issued the Initial Decision of ALJ Farren. Therein, the ALJ sustained the Complaint, ordered UGI to compute Ms. Daubert's outstanding balance based upon unpaid charges, less: (1) late payment charges; (2) a security deposit refund, if applicable. I.D. at 9-10.

As noted, *supra*, the Company timely filed Exceptions on December 23, 2025. No Replies to Exceptions were filed.

II. Discussion

As an initial matter, we note that any issue that we do not specifically address herein shall be deemed to have been considered and denied without further

discussion. It is well-settled 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, 744 (Pa. Cmwlth. 1993); *see also, generally, University of Pennsylvania v. Pa. PUC*, 485 A.2d 1217, 1222-1223 (Pa. Cmwlth. 1984).

A. Legal Standards

1. Burden of Proof

As the proponent of a rule or order, the Complainant in this proceeding bears the burden of proof pursuant to Section 332(a) of the Public Utility Code (Code). 66 Pa.C.S. § 332(a). To establish a sufficient case and satisfy the burden of proof, the Complainant must show that UGI is responsible or accountable for the problem described in the Complaint. *Patterson v. The Bell Telephone Company of Pennsylvania*, 72 Pa. PUC 196 (1990). Such a showing must be by a preponderance of the evidence. *Samuel J. Lansberry, Inc. v. Pa. PUC*, 578 A.2d 600 (Pa. Cmwlth. 1990), *alloc. denied*, 529 Pa. 654, 602 A.2d 863 (1992). That is, the Complainant's evidence must be more convincing, by even the smallest amount, than that presented by UGI. *Se-Ling Hosiery, Inc. v. Margulies*, 364 Pa. 45, 70 A.2d 854 (1950). Additionally, this Commission's decision must be supported by substantial evidence in the record. More is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. *Norfolk & Western Ry. Co. v. Pa. PUC*, 413 A.2d 1037 (1980).

Upon the presentation by a complainant of evidence sufficient to initially satisfy the burden of proof, the burden of going forward with the evidence to rebut the evidence of the customer shifts to the utility. If the evidence presented by the utility is of co-equal value or "weight," the burden of proof has not been satisfied. The complainant now has to provide some additional evidence to rebut that of the utility. *Burleson v. Pa. PUC*, 443 A.2d 1373 (Pa. Cmwlth. 1982), *aff'd*, 501 Pa. 433, 461 A.2d 1234 (1983).

While the burden of going forward with the evidence may shift back and forth during a proceeding, the burden of proof never shifts. The burden of proof always remains on the party seeking affirmative relief from the Commission. *Milkie v. Pa. PUC*, 768 A.2d 1217 (Pa. Cmwlth. 2001).

2. Payment Arrangements

Prior to December 31, 2024, the Commission applied the provisions of The Responsible Utility Consumer Protection Act (Act), 66 Pa.C.S. §§ 1401-1419, to consumer complaints alleging a consumer's inability to pay and requesting that the Commission issue a payment arrangement. As of December 31, 2024, the Act has sunset, according to its provisions, and is not currently in effect. In light of the sunset of the Act, the Commission has 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 December 24, 2024) (*Statement of Policy*).²

The Commission's *Statement of Policy* clarifies that "the Commission will apply this statement of policy in **all proceedings related to issues in Chapter 14** until

² We note that the Commission, at its November 20, 2025, Public Meeting, adopted the Motion of Chairman DeFrank calling on the Commission's Law Bureau, in conjunction with BCS and other relevant Commission staff, to submit a Notice of Proposed Rulemaking incorporating the provisions of Chapter 14 into the Commission's Regulations, including those followed by the Commission pursuant to the *Statement of Policy*. *See* Docket No. M-2024-3052328 (Motion entered November 20, 2025). On February 19, 2026, the Commission issued a Notice of Proposed Rulemaking Order seeking comments from interested stakeholders regarding the proposed modifications to the existing regulations and proposed new regulations in 52 Pa. Code Chapter 56. *See Rulemaking to Further Amend the Provisions of 52 Pa. Code Chapter 56*, Docket No. L-2025-3058767 (Order entered February 19, 2026).

further direction is provided.” *Statement of Policy* at 7 (emphasis added). In relevant part, the *Statement of Policy* outlines that:

... with regard to the provision of payment arrangements, and without prejudging any future matters that may come before us, the Commission will maintain its application of the four-tiered process establishing the length of payment arrangements currently articulated in Chapter 14. This includes principles provided in Section 1405(b) and the relevant definitions of “change in income” and “significant change in circumstance” as provided in Section 1403 of the Code, 66 Pa.C.S. §§ 1403, 1405(b).

As Chapter 14 currently requires, the length of time for a customer to resolve an unpaid balance that is investigated by the Commission and is entered into by a public utility and a customer shall not extend beyond:

- (1) Five years for customers with a gross monthly household income level not exceeding 150% of the Federal poverty level.
- (2) Three years for customers with a gross monthly household income level exceeding 150% and not more than 250% of the Federal poverty level.
- (3) One year for customers with a gross monthly household income level exceeding 250% of the Federal poverty level and not more than 300% of the Federal poverty level.
- (4) Six months for customers with a gross monthly household income level exceeding 300% of the Federal poverty level.

66 Pa.C.S. § 1405(b). The principles of Section 1405 and definitions of Section 1403 will continue after the expiration of Chapter 14 on December 31, 2024.

Id. at 4-5. The *Statement of Policy*, via footnote, clarifies that:

[c]onsistent with Chapter 14 at present, after December 31, 2024, utility customers will be eligible for one payment arrangement on arrearages accrued while not on a customer assistance program under such terms, subject to a change in income or a significant change in circumstance as again outlined in the existing statute.

Id. at 5, n.3.

The language of the Act relating to the number of payment arrangements and cited by the *Statement of Policy* stated as follows:

- (d) **Number of payment arrangements.**--Absent a change in income, the commission shall not establish or order a public utility to establish a second or subsequent payment arrangement if a customer has defaulted on a previous payment arrangement established by a commission order or decision. A public utility may, at its discretion, enter into a second or subsequent payment arrangement with a customer.
- (e) **Extension of payment arrangements.**--If the customer defaults on a payment arrangement established under subsections (a) and (b) as a result of a significant change in circumstance, the commission may reinstate the payment arrangement and extend the remaining term for an initial period of six months. The initial extension period may be extended for an additional six months for good cause shown.

66 Pa.C.S. § 1405(d)-(e). The Act stated that to show a “change in income” a Complainant must show a decrease in household income of 20% or more if the customer's household income level exceeds 200% of the Federal poverty level or a decrease in household income of 10% or more if the customer's household income level is 200% or less of the Federal poverty level. 66 Pa.C.S. § 1403. The Act also defined

“significant change in circumstances,” a definition which has also been adopted by the *Statement of Policy*, stating the Commission may extend a Commission-issued payment arrangement where the following conditions are present:

“Significant change in circumstance.” Any of the following criteria when verified by the public utility and experienced by customers with household income less than 300% of the Federal poverty level:

- (1) The onset of a chronic or acute illness resulting in a significant loss in the customer’s household income.
- (2) Catastrophic damage to the customer’s residence resulting in a significant net cost to the customer's household.
- (3) Loss of the customer’s residence.
- (4) Increase in the customer's number of dependents in the household.

Id.

B. Initial Decision

ALJ Farren made 14 Findings of Fact and reached 4 Conclusions of Law. I.D. at 3-4, 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.

In her Initial Decision, ALJ Farren sustained the Complaint and granted Ms. Daubert a Commission-issued payment arrangement. I.D. at 1. First, the ALJ addressed the Complainant’s outstanding account balance, which includes amounts billed by UGI more than four years ago. ALJ Farren explained that a customer must pay for the utility service received. Further, the ALJ noted unpaid customer balances are ultimately

passed on to the other utility ratepayers. As such, ALJ Farren concluded that UGI appropriately included past due amounts that were incurred more than four years ago. I.D. at 6-7 (citing *Brown v. PECO Energy Co.*, Docket No. C-2009-2097007 (Order entered January 29, 2010)). ALJ Farren noted that Section 56.35 of the Commission's Regulations does not prohibit a utility from holding a customer responsible for a total account balance that includes amounts that are over four years old. I.D. at 6-7 (citing 52 Pa. Code §56.35).

Next, the ALJ addressed the Complainant's request for a payment arrangement. ALJ Farren found that 66 Pa.C.S. § 1402 provided that a customer may be allowed to amortize the amount due on a utility account. I.D. at 7. Nonetheless, the ALJ also stated that payment arrangements are not mandatory. *Id.* at 7 (citing *Buchanan v. Pike Cnty. Light and Power Co.*, Docket No. F-2009-2137873 (Opinion and Order entered December 12, 2011)). ALJ Farren noted that although the Commission has never awarded the Complainant a payment arrangement, Ms. Daubert previously defaulted on two UGI provided payment arrangements. Lastly, the ALJ found that the Complainant defaulted on a customer assistance program (CAP) payment arrangement and has made only four payments on her account since 2021. I.D. at 7.

The above notwithstanding, the ALJ awarded Ms. Daubert a Commission-issued payment arrangement. Based on the Complainant's household income of \$967 per month, and her household size of one, ALJ Farren established that the Complainant is a Level 1 customer who falls under 150% of the Federal poverty level. I.D. at 7 (citing Tr. at 9-10). Therefore, the ALJ awarded Ms. Daubert a five-year payment arrangement. Namely, the ALJ directed that the Complainant make monthly payments consisting of her current bill plus one-sixtieth (1/60th) of the non-CAP arrearage owed on her 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. The ALJ found

that because the Complainant's household income does not exceed 150% of the Federal poverty level, waiver of any late payment levied by UGI is warranted. I.D. at 7-8 (citing 66 Pa.C.S. § 1409); I.D. at 10, Ordering Paragraph 4. Finally, for consistency with UGI's Rules and Regulations at Tariff Supplement No. 59,³ the ALJ directed UGI to review Ms. Daubert's account to determine if money paid against a security deposit while on CAP should be refunded. I.D. at 8.

C. Exceptions

In its Exception No. 1, UGI objects to the ALJ sustaining the Complaint and granting a 60-month Commission-issued payment arrangement. Exc. at 2. The Company avers that the Commission precedent for evaluating if a complainant should be denied a Commission-ordered payment arrangement is if the Complainant exhibits one or more of the following: (1) a poor payment history; (2) an inability to keep prior Company-issued payment agreements; (3) an inability to pay; or (4) a likelihood that the complainant will default. Exc. at 2 (citing *Dorsey v. Phila. Gas Works*, Docket No. F-2012-2313679, at 4-5 (Opinion and Order entered November 22, 2013); *Getz v. Metro. Edison Co.*, Docket No. C-2014-2459964, p. 24 (Initial Decision issued April 24, 2015), adopted without modification, Docket No. C-2014-2459964 (Final Order entered May 28, 2015); *Brown v. Philadelphia Gas Works*, 2022 Pa. PUC LEXIS 374, C-2022-3032000, at *9 (Opinion and Order entered November 10, 2022) (*Brown v. PGW*)).

The Company cites the record in support of its claim that the Complainant does not qualify for a Commission-issued payment arrangement. UGI notes that the Complainant: (1) has made just four payments to UGI since 2021; (2) entered into, and

³ See Supplement No. 59 to UGI Gas – Pa. P.U.C. No. 7, effective October 28, 2025.

subsequently broke, two Company-issued payment arrangements; (3) failed to make CAP payments; and (4) defaulted on a CAP agreement. Exc. at 3 (citing I.D. at 4, 7). Given Ms. Daubert's household income of \$967 per month and an outstanding account balance of \$10,338.26, the Company asserts that the record also shows the Complainant has an inability to pay and a likeliness to default. Additionally, UGI notes, Ms. Daubert is responsible for paying CAP arrears totaling \$1,457, an amount that is not subject to a Commission-issued payment arrangement. Exc. at 3.

Next, the Company states that in *Brown v. PGW*, the Commission found a customer did not qualify for a Commission-issued payment arrangement where the customer made four payments in the past four years and defaulted on two company-issued payment arrangements. UGI avers the record in the instant case shows the Complainant has only made four payments in the past four years, defaulted on two Company-issued payment arrangements, and has a high outstanding balance of non-CAP arrears in addition to CAP arrears. Therefore, UGI claims the Commission should follow the precedent of *Brown v. PGW* and deny Ms. Daubert's request for a Commission-issued payment arrangement. Exc. at 4.

Finally, the Company asserts that payment arrangements exist to help protect other ratepayers from bearing the costs of arrearages, as other residential customers pay for those costs in their rates. Accordingly, UGI opines that the Commission should find that the Complainant is not entitled to a Commission-issued payment arrangement since it is likely the Complainant's arrears will continue to grow, and other residential customers will be forced to bear even more costs due to those arrears. Exc. at 4.

D. Disposition

On review of the record evidence in this proceeding, we shall grant the Exceptions of UGI, reverse the Initial Decision, and dismiss the Complaint, consistent with the following discussion.

As UGI observed, our findings in *Brown v. PGW* are applicable to this current proceeding. In *Brown v. PGW*, the Commission found:

The record indicates that the Complainant in this proceeding made only four payments between June of 2018 and June of 2022. In addition, the Complainant defaulted on two payment arrangements issued by PGW. Tr. at 15-20. Therefore, we concur with the ALJ's finding that based upon the Complainant's poor payment history and her high outstanding account balance, it is doubtful that the Complainant could afford to make the monthly payment amounts that would be due under a payment arrangement for her non-CAP arrears, in addition to the amounts due under her current usage and her CRP arrears. In addition, the record is devoid of any evidence that the Complainant has had a significant change of circumstance as that term is defined under Section 1403 of the Act, *supra*. Accordingly, we concur with the ALJ's conclusion that the Complainant should not be granted a payment arrangement.

Brown v. PGW at 15.

Applying the above to the instant proceeding, the record indicates that Ms. Daubert made only four payments to her UGI account since 2021. I.D. at 4 (citing Tr. at 19). Further, the Complainant defaulted on two Company-issued payment arrangements, including one where the parties settled a prior formal complaint, at Docket No. F-2023-3042154, and the Company filed a Certificate of Satisfaction memorializing the settlement. I.D. at 4 (citing Tr. at 27). Additionally, the Complainant

entered into UGI's CAP program on June 27, 2022; however Ms. Daubert failed to make CAP payments. I.D. at 4 (citing Tr. at 20, 27). We find that the record does not indicate that the Complainant's household experienced a significant change in income or circumstances. Lastly, ALJ Farren found that as of the date of the hearing in this matter, Ms. Daubert's outstanding CAP arrearage was \$1,457, and her non-CAP arrearage was \$10,338.26. I.D. at 4 (citing Tr. at 19, 25, UGI Exh. R-1).

Finally, we note the Complainant's large arrearages have created a situation where UGI has not received payment for the services it provided, despite the Company's entitlement to receive such funds. *Scaccia v. West Penn Power Co.*, 55 Pa. P.U.C. 637 (1982). Based on Ms. Daubert's poor payment history and propensity for defaulting on Company-issued payment arrangements, we are of the opinion that granting a Commission-issued payment arrangement in this matter risks even more of Ms. Daubert's unpaid bills being included in the utility's uncollectible expense and passed on to UGI's other ratepayers. *See Cf., Bolt v. Duquesne Light Co.*, 66 Pa. P.U.C. 463 (1988); *Thomas P. O'Toole v. The Bell Telephone Co. of Pennsylvania*, Docket Number C-00923964 (Final Order entered August 20, 1992).

In light of the above, we find that it is not appropriate to grant Ms. Daubert a Commission-issued payment arrangement. Accordingly, we shall grant UGI's Exceptions, reverse the Initial Decision, and dismiss the Complaint.

III. Conclusion

Based on the foregoing discussion and our review of the Initial Decision, Exceptions, and the record in this proceeding, we shall grant the Exceptions of UGI Utilities, Inc. – Gas Division, reverse the Initial Decision of Administrative Law Judge Emily A. Farren, and dismiss the Complaint filed by Roberta Daubert, consistent with this Opinion and Order; **THEREFORE**,

IT IS ORDERED:

1. That the Exceptions of UGI Utilities, Inc. – Gas Division, filed on December 23, 2025, to the Initial Decision of Administrative Law Judge Emily A. Farren at Docket No. C-2025-3054758, issued on December 3, 2025, are granted, consistent with this Opinion and Order.

2. That the Initial Decision of Administrative Law Judge Emily A. Farren at Docket No. C-2025-3054758, issued on December 3, 2025, is reversed, consistent with this Opinion and Order.

3. That the Formal Complaint filed by Roberta Daubert on April 25, 2025, against UGI Utilities, Inc. – Gas Division, at Docket No. C-2025-3054758, is dismissed, consistent with this Opinion and Order.

4. That this proceeding be marked closed.

BY THE COMMISSION,



Matthew L. Homsher
Secretary

(SEAL)

ORDER ADOPTED: March 12, 2026

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