

**PENNSYLVANIA PUBLIC UTILITY COMMISSION
HARRISBURG, PENNSYLVANIA 17120**

Phoenix White Dove Kelley

v.

UGI Utilities Inc. – Gas Division

Public Meeting March 12, 2026

3038216-OSA

Docket No. F-2023-3038216

STATEMENT OF COMMISSIONER JOHN F. COLEMAN, JR.

Before the Pennsylvania Public Utility Commission (Commission) for disposition are the Exceptions filed by UGI Utilities Inc. – Gas Division (UGI or Company) to the Initial Decision (ID) granting the above-captioned Formal Complaint. No Replies to Exceptions were received.

The Complaint alleges over billing by UGI related to a meter mix-up at the Complainant’s residence over a 28-month period. The meter for the Complainant’s property was connected to a neighboring property, and the meter for the neighboring property was connected to the Complainant’s property. As a result of the mix-up, UGI incorrectly billed the Complainant for gas consumption for 28 months, from May 15, 2020, when the Complainant established service, through September 12, 2022.¹ The meter mix-up, which the record shows was not the fault of UGI, resulted in the Complainant being underbilled for gas service by almost \$2,300. The Complainant disputes her responsibility for the underbilled amount.

The ID finds that the Complainant met her burden of proof and grants the Complaint. According to the ID, UGI: (1) provided unreasonable service by failing to issue a written statement explaining the Complainant’s repayment options for the under billed service, in accordance with Section 56.14 of the Commission’s regulations and the Company’s Tariff and (2) failed to issue a written statement with a clear explanation as to how the alleged under-charges were calculated in accordance with Section 56.15 of the Commission’s regulations. The ID assesses a \$1,500 civil penalty against UGI for these failures.

Upon review, I would grant UGI’s Exceptions, reverse the ID, and deny the Complaint for failure to meet the burden of proof. In short, UGI acted reasonably with its handling of the meter mix-up. I note the following record evidence in support of this conclusion:

- The meter mix-up was not the fault of UGI.
- As evidenced by UGI’s letters dated September 26, 2022, and October 7, 2022 (UGI Exhibits R-5 and R-6), the Company provided a full set of corrected bills to the Complainant (with its September 26, 2022 letter), informed that the bills were being corrected due to a meter mix-up, explained why the bills were accurate, and offered to amortize the bills over 28 months, which was identical to the time period during which the meters were switched.

¹ The meter-mix up was discovered by UGI after it was called by the Complainant to investigate a report of no gas service at the Service Address. Tr. at 16, 52. The Complaint does not allege the termination of service was improper or unlawful, and there is no record evidence to support that UGI was at fault with the termination.

- UGI waived \$1,223, or approximately 50% of the balance owed by the Complainant from the meter mix-up, even though (1) such a waiver was contingent on the Complainant paying the remaining balance of \$1,223.18 and (2) the Complainant ultimately paid \$500 instead of the remaining balance. Tr. at 47-48.
- The billing correspondence sent by UGI addressing the meter mix-up were consistent and properly reflected and explained the amounts owed by the Complainant at the time each correspondence was sent.²

Upon review, I do not believe that UGI failed to comply with Section 56.14 of the Commission’s regulations, which addresses make-up bills for previously unbilled service. Here, the corrected bills were not a true-up of estimated bills. Rather, as noted in UGI’s Exceptions, the corrected bills were for previously unbilled service from a meter mix-up and were based on *actual* meter readings that reflected the Complainant’s *actual* usage. Moreover, as previously noted, UGI offered to amortize the underbilled amounts over the same amount of time as the mix-up lasted. Also, there is nothing in the record to support that UGI’s corrected bills (included with the September 26, 2022, letter sent to Complainant) failed to comply with Section 56.15 of the Commission’s regulations, which sets forth the information to be included in residential bills, or with Section 1509 of Public Utility Code addressing billing procedures.

The Complainant’s main argument appears to be that she should not have to pay the amount owed because the meter mix-up was not her fault. Tr. at 8-9, 43-46. However, it is well-settled that a public utility is entitled to full payment for services rendered, and all customers are obligated to pay for the utility service provided to them. Otherwise, a customer’s unpaid bills are included in the utility’s uncollectible expenses and ultimately paid for by other utility customers,³ including low-income customers.

For these reasons, I would grant UGI’s Exceptions, reverse the ID, and deny the Complaint.



JOHN F. COLEMAN, JR.
COMMISSIONER

Date: March 12, 2026

² The September 26, 2022, and October 7, 2022, letters showed a balance of \$2,289.06 and the January 9, 2023, letter showed a balance of \$2,444.37. The January 9, 2023, letter includes a higher balance because it includes charges that accrued after October 7, 2022. As shown by the Complainant’s account statement, there were charges of \$101.11 billed on October 11, 2022, and charges of \$54.20 on October 19, 2022. Adding those two charges to the \$2,289.06 equals \$2,444.37, which is the account balance provided in the January 9, 2023, letter. See UGI Exhibits R-1, R-5, R-6, and R-7.

³ See *Brown* at 5, citing *Scaccia v. West Penn Power Co.*, 55 Pa. P.U.C. 637 (1982); *Mill v. Pa. PUC*, 447 A.2d 1100 (Pa. Cmwlth. 1982); *Bolt v. Duquesne Light Company*, Docket No. Z-08721758 (Opinion and Order entered April 8, 1988).