

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

Public Meeting held March 12, 2026

Commissioners Present:

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

Phoenix White Dove Kelley

F-2023-3038216

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), filed on June 3, 2025, to the Initial Decision (I.D.) of Administrative Law Judge (ALJ) Emily A. Farren, issued on May 14, 2025, in the above-captioned proceeding. Ms. Phoenix White Dove Kelley (Complainant or Ms. Kelley) did not file Reply Exceptions.

As discussed more fully below, we will adopt the ALJ’s decision, as modified by this Opinion and Order. This case was initiated as a Formal Complaint (Complaint) alleging over billing by the Company when the Company discovered that the gas meter serving the Complainant’s residence had been improperly connected to another residence (*i.e.*, “switched meters”). Our decision is based upon the Company’s lack of a comprehensive accounting and reconciliation analyzing both the usage by, and payments from, all the gas customers involved where incorrect billing resulted from the Company’s improperly identified, installed, and monitored meters which had been used to bill for service. The absence of a comprehensive accounting and reconciliation of all applicable payments and credits by all impacted parties deprives the Commission of the evidence needed to determine which party owed, and how much, in this payment dispute arising in the context of a switched meter.

For the reasons stated below, we shall deny UGI’s Exceptions and adopt the ALJ’s Initial Decision, as modified, consistent with this Opinion and Order.

I. Background

This case involves a billing dispute arising from the circumstances of a “meter mix-up” in which the Company’s improperly identified, installed, and monitored meters had been used to bill the Complainant for gas service provided to and consumed by a neighboring property. In this case, the meter for the Complainant’s property (Unit A) was connected to a neighboring property (Unit B), and the meter for Unit B was connected to Unit A. The Company incorrectly billed the Complainant for the gas consumption at Unit B for a period of 28-months, from May 15, 2020, when the Complainant established service, through September 12, 2022. The Complainant routinely paid her gas bill on a timely basis. On September 22, 2022, Ms. Kelley alerted UGI that there was no gas service at the service address.

The incorrect meter installation was discovered by UGI after the Company terminated the Complainant's service without notice. More specifically, the Company discovered the meter mix-up only after terminating the Complainant's service at Unit A (based on the Company's action to terminate service at Unit B), which prompted the Complainant to call UGI to ask why her gas service was shut off.

UGI conducted a field investigation at the service address and discovered the meter mix-up. Following the discovery of the meter mix-up, UGI issued a corrected bill to the Complainant to account for the difference between the amount the Complainant had been billed for the 28-month period during which the meters were switched, and the Complainant's actual usage, as established by the meter readings for the meter which had incorrectly been attached to Unit B. The Complainant challenged the corrected bill on the basis that, *inter alia*, the Company's error caused the mistake in billing.

II. History of Proceeding

On February 6, 2023, the Complainant filed the instant Complaint with the Commission against UGI.¹ Therein, the Complainant alleged that UGI improperly overcharged her for gas service after UGI discovered that the Company's meters that were used to bill for service to two addresses had been switched. Specifically, the meter serving 6659 Terrace Way, Unit B (Unit B, or the neighboring service address), had been

¹ The instant Complaint is a timely appeal of an informal decision of the Commission's Bureau of Consumer Services (BCS), issued on December 19, 2022, at BCS Case No. 3869002. BCS dismissed the Complainant's informal complaint. The Complainant filed the appeal on January 5, 2023, within the 10-day period, or January 8, 2023, specified in the December 19, 2022 informal decision. *See* I.D. at 2, n.1; UGI Exh. R-9. The timely appeal is subject to *de novo* review. 52 Pa. Code § 56.173(a).

improperly installed and mistakenly attached to the Complainant's service address at 6659 Terrance Way, Unit A (the service address, or Unit A).

According to the Complainant, this billing error arose because the Complainant's residential unit and the other residential unit in the structure were billed using a "switched meter" to bill for service to both units, although the error was not discovered until UGI's technician visited the premises on September 22, 2012, a visit triggered by an inquiry from the Complainant about not having gas service.

The Complainant further challenged a series of bills she had received from UGI. First, UGI sent her a bill in the amount of \$2,289.06, followed by another "past due" bill in the amount of \$2,444.37 for gas service to Unit A as a result of the "switched meter" at Unit B from the time that Complainant established service on May 15, 2020 through September 12, 2022. I.D. at 1-2; Complaint at 2-3. For relief, Ms. Kelley stated, *inter alia*, that "I refuse to pay . . . Sometimes when we make mistakes intentioned or otherwise, we have to take it and move on. UGI made a mistake and I'd like [the] PUC to ask them to abide by it." Complaint at 3.

On April 28, 2023, UGI filed an Answer.² In its Answer, UGI admitted that the Complainant was incorrectly billed for service consumed at Unit B from May 15, 2020, when the Complainant began receiving service at Unit A, to September 12, 2022, when it was discovered that the meters for Unit A and Unit B had been improperly connected and "switched." UGI also admitted that the Complainant was issued a corrected bill for service consumed during the 28-month period in which the meters had been switched. UGI subsequently issued another bill, which included both consumption during the 28-month period and additional usage after that period.

² UGI's filing noted that the Company accepted service of the Complaint on April 11, 2023. I.D. at 2, n.2.

According to UGI, during the 28-month period in which the meters were switched, the Complainant's actual consumption was significantly greater than the amount for which UGI had billed the Complainant, due to the error in utilizing the meter reading for Unit B to bill the Complainant at Unit A. UGI averred that this underbilling meant that the Complainant owed UGI a total of \$2,289.06 for unbilled consumption during the 28-month period the meters were switched. UGI further averred that the Complainant was billed for additional usage after the discovery of the switched meters, and that the Complainant owed UGI a total bill of \$2,444.37 for service rendered at Unit A. Answer at 2-3, esp. paragraphs 4-5.

On July 7, 2023, a hearing commenced with ALJ Dennis Buckley. The Complainant appeared *pro se*, testified on her own behalf, and did not offer exhibits. UGI was represented by counsel, who presented the testimony of one witness, and offered nine exhibits. Prior to the conclusion of the July 7th hearing, an off-the-record settlement discussion took place and UGI did not move to have its exhibits admitted into the record. Ultimately, settlement discussions between the Parties were unsuccessful.

On January 17, 2024, an additional hearing was held with ALJ Buckley presiding. Ms. Kelley and UGI's witness, Ms. Amy Wynn, each provided further testimony. Additionally, UGI moved, and ALJ Buckley admitted, the nine exhibits proffered by the Company at the July 7, 2023 hearing into the record.

On April 23, 2025, the Office of Administrative Law Judge served a Judge Change – Assignment Notice on the Parties, reassigning this matter to ALJ Farren.

On May 14, 2025, the Commission issued the Initial Decision of ALJ Farren.

As previously noted, on June 3, 2025, UGI filed Exceptions to the Initial Decision. No Replies to Exceptions have been filed.

III. Discussion

A. Legal Standards

1. Jurisdiction

Section 701 of the Public Utility Code (Code) outlines the Commission's procedure for the review of complaints, stating in relevant part:

The Commission, or any person ... having an interest in the subject matter ... may complain in writing, setting forth any act or thing done or omitted to be done by any public utility in violation, or claimed violation, of any law which the commission has jurisdiction to administer, or of any regulation or order of the commission.

66 Pa.C.S. § 701.

As explained by the Commission in *West Penn Power Co. v. Pa. PUC*, 478 A.2d 947 (Pa. Cmwlth. 1984) (*West Penn*), Section 701 of the Code provides for complaints against a public utility for anything done or not done in violation of the laws administered by the Commission or Commission Regulations and Orders. *Id.* However, for the Commission to sustain a complaint against a public utility, the utility must be found to be in violation of its duty under the Code, the Commission's Regulations, or an Order of the Commission. Without proof of such a violation, the Commission does not have authority to require any action by the public utility in relation to the customer's complaint. *See West Penn.*

2. Burden of Proof

Pursuant to Section 332(a) of the Code, the Complainant, the proponent of a rule or order, bears the burden of proof. 66 Pa.C.S. §332(a). To satisfy the burden of proof, the Complainant, as the party seeking relief, must establish a sufficient case that UGI is responsible for the problem described in the Complaint. *Patterson v. The Bell Telephone Company of Pennsylvania*, 72 Pa. P.U.C. 196 (1990). The offense must be a violation of the Public Utility Code (Code), a Commission Regulation or Order or a violation of a Commission-approved tariff. 66 Pa.C.S. § 701. This 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*, 602 A.2d 863 (Pa. 1992). This standard requires the Complainant's evidence to be more convincing, by even the smallest amount, than the evidence presented by UGI. *Se-Ling Hosiery, Inc. v. Margulies*, 70 A.2d 854 (Pa. 1950).

This Commission's decisions 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 & West Ry. Co. v. Pa. PUC*, 413 A.2d 1037 (Pa. 1980). "Opinions and conclusions cannot be relied upon as substantial evidence in a decision by the Commission." *Norman v. Phila. Gas Works*, Docket No. C-2018-2640719 (Opinion and Order entered October 7, 2021).

Upon presentation by the Complainant of evidence sufficient to initially satisfy the burden of proof, the evidentiary burden shifts to UGI to present persuasive evidence rebutting that of the Complainant. If UGI's evidence is of co-equal weight, the Complainant has not satisfied their burden of proof and must provide additional evidence to rebut that of UGI. *Burleson v. Pa. PUC*, 443 A.2d 1373 (Pa. Cmwlth. 1982), *aff'd*, 461 A.2d 1234 (Pa. 1983) (*Burleson*). While the evidentiary burden of persuasion 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 to

prove their case by a preponderance of the evidence. *Milkie v. Pa. PUC*, 768 A.2d 1217 (Pa. Cmwlth. 2001).

3. Adequate, Efficient, Safe, and Reasonable Gas Service

The Code makes clear that a public utility has a duty to maintain adequate, efficient, safe, and reasonable service and facilities and to make changes, alterations, and substitutions that are necessary or proper for the accommodation, convenience, and safety of its patrons, employees, and the public. Section 1501 of the Code provides, in pertinent part, as follows:

§ 1501. Character of service and facilities

Every public utility shall furnish and maintain adequate, efficient, safe, and reasonable service and facilities, and shall make all such repairs, changes, alterations, substitutions, extensions, and improvements in or to such service and facilities as shall be necessary or proper for the accommodation, convenience, and safety of its patrons, employees, and the public. Such service also shall be reasonably continuous and without unreasonable interruptions or delay. Such service and facilities shall be in conformity with the regulations and orders of the commission. Subject to the provisions of this part and the regulations or orders of the commission, every public utility may have reasonable rules and regulations governing the conditions under which it shall be required to render service.

66 Pa.C.S. § 1501.

Section 102 of the Code, defines “service” as:

Used in its broadest and most inclusive sense, includes any and all acts done, rendered, or performed, and any and all

things furnished or supplied, and any and all facilities used, furnished, or supplied by public utilities

66 Pa.C.S. § 102. A utility’s “service” is not merely confined to the distribution of utility service, but also includes “any and all acts” related to that function. *West Penn Power Co. v. Pa. PUC*, 578 A.2d 75 (Pa. Cmwlth. 1990). Accordingly, a utility’s billing practices are included within the scope of reasonable service.

4. Civil Penalties

Sections 3301(a) and (b) of the Code, 66 Pa.C.S. § 3301(a)-(b) authorize the Commission to impose a maximum civil penalty of \$1,000 per day for violations of its statutes. Additionally, under Regulation 52 Pa Code § 69.1201, the following factors and standards are considered when evaluating if a fine is appropriate:

- (1) Whether the conduct at issue was of a serious nature. When conduct of a serious nature is involved, such as willful fraud or misrepresentation, the conduct may warrant a higher penalty. When the conduct is less egregious, such as administrative filing or technical errors, it may warrant a lower penalty.
- (2) Whether the resulting consequences of the conduct at issue were of a serious nature. When consequences of a serious nature are involved, such as personal injury or property damage, the consequences may warrant a higher penalty.
- (3) Whether the conduct at issue was deemed intentional or negligent. This factor may only be considered in evaluating litigated cases. When conduct has been deemed intentional, the conduct may result in a higher penalty.
- (4) Whether the regulated entity made efforts to modify internal practices and procedures to address the conduct at issue and prevent similar conduct in the

future. These modifications may include activities such as training and improving company techniques and supervision. The amount of time it took the utility to correct the conduct once it was discovered and the involvement of top-level management in correcting the conduct may be considered.

- (5) The number of customers affected and the duration of the violation.
- (6) The compliance history of the regulated entity which committed the violation. An isolated incident from an otherwise compliant utility may result in a lower penalty, whereas frequent, recurrent violations by a utility may result in a higher penalty.
- (7) Whether the regulated entity cooperated with the Commission's investigation. Facts establishing bad faith, active concealment of violations, or attempts to interfere with Commission investigations may result in a higher penalty.
- (8) The amount of the civil penalty or fine necessary to deter future violations. The size of the utility may be considered to determine an appropriate penalty amount.
- (9) Past Commission decisions in similar situations.
- (10) Other relevant factors.

52 Pa. Code § 69.1201(c).³

³ The Commission's Regulations governing the factors and standards applicable to a determination whether to impose a civil penalty are commonly known as the "Rosi factors," having been developed in *Rosi v. Bell Atlantic-Pennsylvania, Inc.*, Docket No. C-00992409 (Opinion and Order entered February 10, 2000) (*Rosi*).

B. Initial Decision

In the Initial Decision, ALJ Farren made twenty-one (21) Findings of Fact and reached eleven (11) Conclusions of Law. I.D. at 4-7, 20-22. The Findings of Fact and Conclusions of Law are incorporated herein by reference and adopted without comment unless they are either expressly or by necessary implication rejected or modified by this Opinion and Order.

The ALJ found that the Complainant resided at Unit A, and during the period from May 15, 2020, through September 2022, was billed for gas consumption recorded by the meter incorrectly attached to Unit B. After the Complainant contacted UGI about the lack of gas, the Company conducted a Trace Line Fuel Investigation at the Service Address. I.D. at 4, FOF 3-11, I.D. at 11.⁴ UGI discovered the switched meters (*i.e.*, that Unit A was billed based on the meter serving Unit B, and that Unit B was billed based upon the meter serving Unit A). The ALJ determined that the past due billing notices dated October 7, 2022 for \$2,289.06 and January 9, 2023 for \$2,444.37 differed and that UGI failed to provide an adequate explanation for how the figures were derived for past service to Unit A. *Id.* at 5-6, FOF 12-20, *Id.* at 11-12.

The ALJ stated that although it is clear that the Complainant did not cause the meter mix-up, there was insufficient evidence to demonstrate that UGI caused the meter mix-up. Thus, the ALJ explained, the analysis turns to whether UGI handled the meter mix-up properly, upon its discovery. I.D. at 12. According to the ALJ, UGI: (1) provided unreasonable service to the Complainant by failing to issue a written statement explaining the Complainant's repayment options, in accordance with Section

⁴ See also Tr. at 46. As discussed in more detail, *supra*, we note the evidence substantiates that the Complainant was not notified that her gas service was going to be terminated, and that UGI's inadvertent termination of her service led to the discovery of the mixed meter issue in this case. See *Id.* at 15-16, 52-53; UGI Exh. R-3.

56.14 of the Commission's Regulations, 52 Pa. Code § 56.14, and the Company's Tariff; and (2) failed to issue a written statement with a clear, non-confusing explanation as to how the alleged under-charges were calculated in accordance with Section 56.15 of the Commission's Regulations, 52 Pa. Code § 56.15. The ALJ concluded that the Complainant had met her burden of proof. I.D. at 15-16, 21-22, COL Nos. 7, 9-10. The ALJ assessed the severity of the violation, applying the *Rosi* factors, *supra*, and imposed a civil penalty of One Thousand Five Hundred Dollars (\$1,500.00) upon UGI for violating 52 Pa. Code §§56.14, 56.15. I.D. at 14, 16-18, 23-24.

The ALJ further ordered UGI to: (1) re-calculate the under-charges for Complainant from May 15, 2020, through the date Complainant stopped receiving gas service at Unit A; (2) re-issue a new billing statement in conformity with the Commission's Regulations and UGI's Tariff; (3) provide a detailed explanation to the Complainant of how UGI arrived at the amount due; and (4) explain to Complainant in writing the two repayment period options available to the Complainant. I.D. at 20, 22-23, Ordering Paragraph No. 1.

C. Exceptions

In its Exceptions, UGI raises six claims challenging the ALJ's determinations, including: (1) that the Complainant failed to establish a *prima facie* case and/or regulatory violations; (2) that the ALJ erroneously found that Ms. Kelley's bill was confusing and made it impossible to determine whether UGI accurately recalculated and charged the Complainant; (3) that the ALJ incorrectly concluded that UGI failed to comply with 52 Pa. Code § 56.14 and the Company's Commission-approved tariffs when rendering the make-up bills to the Complainant; (4) that the Commission should reverse the initial findings concerning the Company's compliance with the billing requirements set forth in 52 Pa Code § 56.15 and 66 Pa.C.S. § 1509; (5) that the ALJ wrongly construed the Complainant's statements made at the hearing, when not testifying, as

evidence, and then ruled that those statements would be treated as “closing argument” in the case; and (6) that the ALJ improperly imposed a \$1,500 civil penalty, based on a misapplication of the law and key factual evidence. Exc. at 1-25.

In support of these claims, UGI notes that the billing it had provided to the Complainant addressed the switched meters on gas service in which UGI proposed to amortize the amount over 28 months or, alternatively, would waive \$1,223, or about 50% of the amount due, so long as the Complainant paid the remaining \$1,223.18. UGI further notes that the Company proposed to waive half of the \$1,223.18 due, or \$722.18, if the Complainant paid the remaining balance. UGI further stresses that the Complainant has only paid \$500. Exc. at 1.

UGI disputes whether the Complainant made a *prima facie* case, arguing that the Complainant failed to establish that UGI failed to comply with any Commission rules or regulations. UGI further contends that the Complainant failed to demonstrate that UGI’s billing notices violate any rule or regulation. According to the Company, the claim that the Complainant should be exempt from paying for the corrected bill amount due in light of the switched meters because the meter mix-up was not her fault does not establish a *prima facie case*. Moreover, UGI proffers that public utilities must issue make-up bills for unbilled amounts. Exc. at 2 and 7-9.

UGI asserts that assuming, *arguendo*, a *prima facie* case was established, the Initial Decision should still be reversed. In this regard, the Company argues that the ALJ relied upon erroneous factual findings and misapplied the relevant law. UGI asserts that not only are the ALJ’s Findings of Fact erroneous, but also that the actual facts do not establish a violation of either Sections 56.14 and 56.15 of the Commission’s Regulations, 52 Pa. Code §§ 56.14, 56.15, or Section 1509 of the Code, 66 Pa.C.S. § 1509. Exc. at 2-3.

UGI points to three billing letters in the exhibits (issued on September 26, 2022, October 7, 2022, and January 9, 2023) which, the Company contends, address the underbilling dispute arising from the switched meters between Unit A and Unit B. UGI insists that these billing letters establish that there has been no violation of any Commission Regulation. Specifically, UGI asserts that the bills dated September 26, 2022 and October 7, 2022 demanded payment of \$2,289.06 arising from the improperly installed and monitored meters for service during the 28-month period from May 15, 2020 through September 12, 2022. UGI further asserts that the bill dated January 9, 2023 demanded payment of \$2,444.37, which included service provided *after* that disputed 28-month period for service to Unit A, or \$101.11 for amounts billed on October 7, 2022 and \$54.20 on October 19, 2022, respectively. UGI highlights that this explanation is set out in UGI Exhibits R-1 and R-5 through R-7. The Company argues that this evidence successfully rebuts the conclusion that it was impossible to determine whether UGI accurately recalculated and recharged the Complainant for the alleged previously unbilled gas service. Exc. at 2-3 and 10-11.

UGI further claims that there has been no violation of Section 56.14 of the Commission's Regulations. The Company asserts that Section 56.14 governs the repayment options for make-up bills for previously unbilled usage. In contrast, UGI asserts that the make-up bills it issued were based upon *actual meter readings* for previously unbilled gas usage, and not as a reconciliation of estimated bills, particularly when there is no record evidence to demonstrate what a "normal estimated bill" would have been for the billing period in dispute. UGI maintains that, since UGI provided the Complainant with a 28-month amortization period identical to the 28-month period for bills for service based on the meter mix-up, the Commission should follow precedent and direct UGI to recalculate and use the higher number of months. Namely, UGI argues that the Commission should follow precedent from its prior decision in *Reever v. PPL Electric Utilities Corporation*, Docket No. C-2010-2169033 (Final Order entered May 6, 2011) (*Reever*) and direct the Company to amortize the amount based on the

length of time that the Complainant resided at the service address, and also impose no civil penalty upon the Company. Exc. at 3-4 and 12-14.

UGI stresses that the Commission's Regulations at Section 56.15, governing billing information requirements, and Section 1509 of the Code are not relevant. UGI argues that these provisions apply to bills rendered by a public utility, not to the *letters* issued by UGI on September 26, 2022, October 7, 2022, and January 6, 2023. Exc. at 14-16.

Per UGI, the September 26, 2022 letter was simply the cover letter to the make-up bill. UGI continues that in its October 7, 2022 letter, the Company simply reiterated the total amount of the bill and provided a 28-month amortization. Additionally, UGI submits that the January 9 2023 letter included the amounts for service rendered after the disputed period. The Company argues that a conclusion that either Section 56.15 of the Commission's Regulations or Section 1509 of the Code applies to each of these letters would require a public utility to provide another duplicative bill in every correspondence. UGI maintains that the October 7, 2022 letter was merely a reminder of the total amount due. UGI adds that the January 9, 2023 letter was merely a reminder of the total amount due to the Company at that time, including for service dated October 7, 2022 (the 28-month amount of \$2,289.06, plus \$101.11 billed on October 11, 2022 and \$54.20 billed on October 19, 2022). Exc. at 3-4 and 14-16.

UGI further asserts that the ALJ wrongly relied on the Complainant's statements as findings of fact and evidence. UGI highlights that the Complainant made these statements in an effort to introduce additional evidence in statements made, and not while the Complainant was offering testimony, but rather, while the Company's witness was on the stand. UGI asserts that the ALJ wrongly determined that the Complainant's statements were a "closing argument" and, importantly, treated these "closing argument" statements as evidence, despite a holding in *Commonwealth v. Fant*, 146 A.2d 1254,

1264 (Pa. 2016) that closing argument statements are not evidence. The Company argues that it was error for the ALJ to accept the Complainant's statements as evidence where the Complainant was not on the stand or made available for cross-examination regarding those statements. Exc. at 5-6 and 17-19.

Finally, UGI challenges imposition of a \$1,500 penalty for regulatory violations because the ALJ misapplies the *Rosi* standards. UGI asserts that the ALJ ignored the fact that UGI attempted to work with the Complainant to resolve the issue, including UGI's waiver of approximately 50% of the overdue amount provided that the remaining \$1,223.18 was paid, and where the Complainant only paid \$500. Exc. at 6 and 19-24.

In addition, UGI questions the ALJ's reliance on Section 69.1201(c) based on the decision in *Rosi*. UGI claims that the *Rosi* factors are more appropriate for "slamming" cases.⁵ UGI disputes the civil penalty assessed by the ALJ under this criteria, arguing that the conduct was not of a serious nature, the ALJ did not discuss UGI's waiver of \$1,233 in charges in the Initial Decision, and that the Complainant was given 28 months to amortize the amount due and failed to uphold their commitment to such an agreement. UGI also claims that several relevant facts mitigate against imposing a penalty, including that: (1) there was no intentional violation by UGI of any rule; (2) UGI promptly remedied the switched meters after the meter mix-up was discovered; (3) only one customer was impacted; (4) UGI has a good compliance history and cooperated during the litigation; and (5) there is no deterrence attained by imposing a penalty here. Exc. at 19-24.

⁵ Slamming is the practice of reassigning a consumer's account to another provider without that consumer's informed consent. Slamming can take many forms but typically affects energy and telephone service suppliers and their customers. *See* <https://www.bbb.org/article/news-releases/31604-bbb-tip-beware-of-unauthorized-utility-account-changes-known-as-slamming> (Accessed February 6, 2026).

Moreover, UGI claims that the civil penalty is contrary to the precedent set forth in the *Reever* and in the Commission's decision in *Jergons v. Duquesne Light Company*, Docket No. F-2010-2170457 (Final Order entered June 30, 2011) (*Jergons*). More specifically, UGI argues that the Commission's decision in *Reever* involved a similar case of switched meters, but that no civil penalty was imposed. UGI further argues that under *Jergons*, UGI's conduct is not subject to civil penalty, given that in *Jergons*, the respondent utility did not offer to amortize the outstanding amount, the testimony was at odds with the exhibits, and no explanation of how the deficiency was calculated was provided. In contrast, UGI contends that in this instant proceeding, UGI: (1) offered to amortize the amount over 28 months, which was identical to the time period during which the meters were switched, (2) proffered the testimony and exhibits that are consistent, and (3) provided a full set of corrected bills in the September 26, 2022 bill. Exc. at 22-23.

D. Disposition

We note that any argument or Exception not specifically delineated shall be deemed to be considered and denied without further discussion or consideration. The Commission is not required to consider expressly, or at length, each contention or argument made 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).

For the reasons discussed more fully below, we affirm the ALJ's finding that UGI violated the Commission's Regulations at Sections 56.14 and 56.15, 52 Pa. Code. §§ 56.14 and 56.15, and that the imposition of a \$1,500 civil penalty upon the Company is appropriate. Further, we shall modify the ALJ's decision to: (1) recognize that UGI's conduct violated Section 1501 of the Code, 66 Pa.C.S. § 1501, in several respects, serving as an additional basis to sustain the Complaint; (2) reject the

ALJ's conclusion that UGI should be permitted an additional opportunity to justify how it arrived at the amount that it rebilled the Complainant; and, (3) limit UGI's recovery for the alleged underbilled amount in dispute to the \$500 already paid by the Complainant. *See* Tr. 24-25 and Exc. at 1.

1. Threshold Matter

As a threshold matter, we find that UGI failed to provide adequate and reasonable service to the Complainant when it terminated her gas service without notice in September of 2022. Specifically, the record evidence indicates that UGI reported to Ms. Kelley's service address on September 22, 2022 because "the customer called in [and] stated that she hasn't had gas i[n] a few days" and that "[the] customer has no hot water no stove no fireplace." UGI Exh. R-3. It was not until UGI reported to Ms. Kelley's service address to restore Ms. Kelley's improperly terminated gas service that the Company identified the switched meter issue. *See Id; see also*, Tr. at 15-16. Accordingly, UGI's provision of inadequate and unreasonable service to Ms. Kelley is the origin of all other issues identified in this case.

After improperly terminating Ms. Kelley's service, UGI provided her with inadequate and unreasonable billing service and customer service by failing to disclose all payment options available for the Complainant's alleged underpayment. Although we will address the Company's failure to disclose all available payment options to the Complainant more fully below, as conduct in violation of our Regulations, we also conclude that UGI's failure to disclose this essential information was unreasonable conduct which constitutes an additional violation of Section 1501 of the Code, 66 Pa.C.S. § 1501.

Because the evidence related to the Company's unreasonable billing and customer service establishes that UGI violated Section 1501 of the Code, we find that the

Complainant met her requisite burden of proof that UGI violated the Code, a Commission Regulation or Order, or a Commission-approved tariff. *See* 66 Pa.C.S. § 701. Although the ALJ pointed to UGI's service obligations under Section 1501 of the Code, the focal point of the ALJ's burden of proof analysis was whether the Complainant presented evidence to establish that UGI caused the switched meters and the ALJ's corresponding determinations that the switched meters were not caused by the Company. I.D. at 12. In light of the record facts establishing that UGI unreasonably served the Complainant, we will modify the Initial Decision to sustain the Complaint on the basis that UGI violated Section 1501 of the Code.

We will also modify the Initial Decision to strike Ordering Paragraph No. 1, which would require UGI to, *inter alia*, (1) re-calculate the under-charges for the Complainant from May 15, 2020, through the date the Complainant stopped receiving gas service at Service Address; (2) re-issue a new billing statement in conformity with the Commission's Regulations; (3) provide a detailed explanation to the Complainant of how Respondent arrived at the amount due; and (4) explain to the Complainant in writing the two repayment period options available to Complainant. *See* I.D. at 23. We shall strike Ordering Paragraph No. 1 on Page 23 of the Initial Decision, because we are not mandating payment of the remaining \$722.18 in dispute, given the absence of a comprehensive accounting and reconciliation of the usage and payments for both the meters impacted in this case. *Compare* UGI Exhibit 1 and 2 and Tr. at 13-15 and 23 with *Reever* at 3 and *Jergons* at 4-5 and 7.

In the present case, we lack the evidence to determine which party owes how much from all impacted consumers, namely the other impacted customer(s) at Unit B, following a discovery that wrongly identified, installed, and monitoring meters were used to bill for service. These disputes typically arise if a public utility demands more payments from consumers for service already rendered and paid. *Compare* UGI Exhibits 1 and 2 and 5-7 with *Jergons* at 4-5 and 7.

UGI presented no comprehensive accounting and reconciliation similar to that set forth in *Reever*⁶ and *Jergons*.⁷ The respective public utilities' analyses in those cases compared the *usage and payments* for service of *all* the consumers in the units impacted by the public utility's discovery that improperly identified, installed, and monitored meters had been used to bill for prior service. In contrast, UGI has not presented a commensurate analysis in this case, and that absence distinguishes this case from *Reever* and *Jergons* in a material respect. It is the discovery of improper metering arising from a utility's conduct which distinguishes this type of meter case from other unbilled usage cases arising from defective meters or meter tampering. Unlike those cases, here it is the public utility's (*i.e.*, UGI's) improper metering identification, installation, and monitoring, all matters not within the consumer's control, that result in a demand for more payments for services already rendered and paid for, sometime after a considerable period of time has elapsed. *See* I.D. at 1-2 and 4-7; *Reever* at 3; and *Jergons* at 3-5 and 7. Unlike the facts present in *Reever* and *Jergons*, the lack of a comprehensive accounting and reconciliation from all customers impacted by UGI's switched meters prevents us from establishing the accuracy of the alleged amount underbilled. *Compare Jergons* at 3-5 and 7 with UGI Exhibits 1-2, Tr. at 13-15 and 23, UGI Exceptions at 1.

For example, in her Initial Decision, the ALJ indicated that although she made a "concentrated and educated effort to understand and discern the accuracy of [UGI's] corrected billing correspondence," she did so without success. I.D. at 16. Upon review, we agree with the ALJ that it is impossible to determine whether UGI recalculated and charged the Complainant appropriately for the alleged previously unbilled gas service. *See Id.* As a result, we find that the evidence is insufficient to compel the Complainant to pay any additional amounts towards the alleged

⁶ *See Reever* at 3.

⁷ *See Jergons* at 4-5.

underpayment, and we shall limit UGI's recovery of the alleged underbilled amount to the \$500 that the Complainant previously remitted.

We also find no reason to remand this case to provide the Company with more time to conduct a comprehensive accounting and reconciliation of all metered charges and payments implicated by the meter mix-up when that should have been done far earlier, and certainly no later than the close of the record in this case. We note that in *Reever* and *Jergons*, the utilities completed a comprehensive accounting and reconciliation for all impacted accounts *before* a payment demand was made. *See Reever* at 3 and *Jergons* at 3-5 and 7. Given UGI's failure to substantiate the alleged underbilled amount due from the Complainant during the pendency of this matter for almost three years, there is no basis to now afford UGI an additional and unwarranted opportunity to substantiate the amount after the closing of the record in this case.

It is also important to recognize that the Complainant's dispute centers on wrongly identified, installed, and monitored meters that were used to bill for gas service to Units A and B in a multi-unit complex from May 15, 2002 through September 12, 2022. I.D. at 2 and Tr. 2, 4-6, and 61. This particular Complainant paid for service in a timely fashion. There is no evidence on the record regarding the usage and payments of the consumers in Unit B. That is important here because Ms. Kelley had no reason to suspect that her bills were not final or that UGI's meters used to bill for service were improperly identified, installed, and monitored.⁸ *Compare Reever* at 6 and *Jergons* at 13-14 with Tr. at 9-10 and I.D. at 2.

⁸ We note that this is not the Complainant's first experience with improperly identified, installed, and monitored meters in this multi-unit dwelling. The Complainant's electric meter was also switched with another unit, resulting in billing errors. Tr. at 8-9. In that scenario, the Complainant had no control over the identification, installation, and monitoring any of the meters, there were no defective meters, and there was no evidence of meter tampering. In that case, the Complainant's electric utility did not demand more payments. Tr. at 8-9.

We also conclude that the Complainant established a *prima facie* case in her challenge to the Company's demand for more payments for service provided to her alone in Unit A, compared to multiple consumers in Unit B from May 15, 2020 through September 12, 2022. That challenge shifted the burden of persuasion to the Company to demonstrate which party owed, and how much, using a comprehensive accounting and reconciliation of all usage and payments as in *Jergons*. If UGI had conducted such a comprehensive accounting and reconciliation, that may have supported a demand for more payments as in *Jergons*. However, the failure of the Company to do so until now, and to provide an explanation for its demand for more payments, including the repayment options under Section 64.14 of our Regulations, 52 Pa. Code § 64.14, violates Sections 56.14 and 56.15 of our Regulations, 52 Pa. Code § 56.14 and 56.14 and Section 1501 of the Code, 66 Pa.C.S. § 1501. *Compare* Exhibits 1-2 and 5-7 with *Jergons* at 4-5 and 7 and 21.

Additionally, we find that the ALJ properly concluded that UGI's letters created confusion given the changes in the amounts owed and the repayment periods. I.D. at 14-16. The September and October 2022 letters sought repayment of \$2,268.06 over a 28-month period but lacked application of Section 64.14(2)(ii) of our Regulations. *Compare* I.D. at 21 with *Reever* at 7. The January 9, 2023 letter demanded immediate repayment of \$2,444.67, which included the \$2,268.06, and cautioned the Complainant that failure to remit this amount would result in further collection action. However, there was no explanation for why the 28-month repayment period, provided earlier by the Company, had been unilaterally revoked. Further, all of the repayment options allowed under Section 64.14 of our Regulations are absent from UGI's communication. *Compare* UGI Exhibit 5 (Letter of September 26, 2022) and UGI Exhibit 6 (Letter of October 7, 2022) with UGI Exhibit 7 (Letter of January 7, 2024) with Sections 56.14 and 56.15 of our Regulations. *See also* *Reever* at 7 and *Jergons* at 14-15.

The Company's violations of the Commission's Regulations is demonstrated by the Company's letters, which fail to explain consistently: (1) how the billing amount demanded was determined, (2) whether a comprehensive accounting and reconciliation was conducted, (3) what the Complainant's repayment options were, (4) why a prior repayment option that was offered was revoked, or (5) that a Complainant could contact the Commission if they disagreed with these determinations. *Compare* UGI Exhibits 5, 6, and 7 with I.D. at 14-16.

No complainant should have to initiate informal proceedings or file a formal complaint in order to obtain a reasonable explanation from its utility for the utility's demand for additional payments, after the fact, for service already rendered, billed and paid for by the customer, and after a public utility discovers that its meters used to bill for service were improperly identified, installed, and monitored. Under the circumstances, UGI should have conducted a comprehensive accounting and reconciliation before sending correspondence that complies with Section 56.14 and Section 56.15 of our Regulations. This approach clearly explains what amount is due, how that amount was determined, that it reflects a comprehensive accounting and reconciliation, what the repayment options are, and that the consumer can contact the Commission if they disagree. This is important when a consumer who has already been billed and paid for service is later asked to pay more for service that was rendered during a previous period. *Reever* at 3 and *Jergons* at 19-20.

Our determination upholding the ALJ's decision, as modified by this Opinion and Order, is appropriate because UGI failed to inform the consumer consistently of her right to contact the Commission if she disagreed. *Compare* UGI Exhibits 6 and 7. This also violates Section 1501 of the Code. Those lapses, coupled with the absence of a comprehensive accounting and reconciliation as in *Reever* and *Jergons*, and an inadequate explanation and disclosure of all the repayment periods, constitute distinct violations of Section 1501 of the Code. *Compare* UGI Exhibit 5

(Letter of September 26, 2022) and UGI Exhibit 6 (Letter of October 8, 2022) with UGI Exhibit 7 (Letter of January 6, 2023). It is unreasonable to demand more payments for service after the consumer has paid for that service, and based upon events not within the consumer's control and to then unilaterally revoke the limited repayment period which the utility had previously offered.

2. UGI's Exceptions

We are not persuaded to alter our disposition based on UGI's Exceptions. We reject the Company's initial exception claiming that the Complainant failed to establish a *prima facie* case. Exc. at 2 and 7-9. At the outset, and as we explained above, the Complainant established a *prima facie* case that UGI provided her with unreasonable service in violation of Section 1501 of the Code, 66 Pa.C.S. 1501, when it:

- (1) improperly terminated her gas service, leaving her without service for several days;
- and (2) failed to disclose all available repayment options for the alleged underbilled amount due. Beyond this, the Complainant also challenged the basis for the Company's demand for more payments after UGI discovered that the meters used to bill for service to Unit A and Unit B had been wrongly identified, installed, and monitored. A complainant is not absolved from the obligation to pay for utility service actually used, simply because the complainant had no part in the circumstances which led to the underbilling, in this case, the switched meters. Nonetheless, a complainant has the reasonable expectation that the utility's rebilling should be comprehensible, and comply with Commission's Regulations. Here, the confusion created by the Company's deficient manner of rebilling is sufficient to establish a *prima facie* case by the Complainant. See Complaint and Tr. at 9 and 26.

Further, we find that UGI failed to meet its burden of persuasion, which had shifted to the Company after the Complainant's *prima facie* case was made. Namely, UGI failed to conduct a prior comprehensive account reconciliation to support the

underbilling claim under *Reever* and *Jergons*. There is no consistent explanation as to what occurred, nor did the Company inform Ms. Kelley of her repayment options. In addition, the record does not show which party owed, or how much, following a comprehensive account reconciliation of *all* billed usage and payments for each impacted customer, what the repayment periods were, nor does it demonstrate that the impacted parties were advised of how they could contact the Commission. *Compare* UGI Exhibits 1 and 2 and Exhibits 5-7 with *Reever* at 3 and *Jergons* at 4-5 and 7.

UGI's second Exception challenges the conclusion that the bill was confusing. However, the correspondence in the September and October letters demanded payment of \$2,289.06 and provided a 28-month repayment period, while the January 2023 letter demanded payment of \$2,444.37 (which apparently included the prior \$2,289.06) and, without explanation, the Company, therein, revoked the prior 28-month repayment period. Upon review, the Company provided neither an explanation for changes in the amount demanded, nor why the 28-month repayment period that had been provided was now unilaterally revoked. *Compare* UGI Exhibits 5 and 6 (*i.e.*, the September 26, 2022 and October 7, 2022 letters (same amount with 28-month repayment period)) and UGI Exhibit 7 (*i.e.*, the January 9, 2023 letter (different amount demanding immediate payment)).

The ALJ properly found that the Complainant was understandably confused. I.D. at 14-16. However, even if there was no confusion, *arguendo*, the unilateral revocation by the Company of the 28-month repayment previously provided, along with a demand by the Company for immediate payment, is a separate violation of Section 56.14 of our Regulations and Section 1501 of the Code. *Compare* I.D. at 14-15 with UGI Exhibits 5-7 and UGI Exceptions at 2-3 and 10-11. It is important to stress that UGI does not refute a finding of confusion that resulted from the Company's failure to conduct a comprehensive accounting and reconciliation, particularly when the amounts

differed and the repayment periods varied with no explanation. Accordingly, we shall deny UGI's Exception No. 2.

Similarly we reject UGI's Exception No. 3, challenging the application of Section 56.14 of our Regulations. Exc. at 3-4 and 12-14. Section 56.14 has been applied in meter cases. See *Reever* at 6-7 and *Jergons* at 14-15 and 21. It is a violation of Section 56.14 to make demands for more payments for prior service already paid for if there is no comprehensive accounting and reconciliation in these kinds of meter cases to support the demand, along with a complete explanation for how the amount was derived and providing all the repayment options. The Commission's decision in *Reever* required a new calculation and a repayment option under Section 56.14. This was followed in *Jergons*, where there was also a penalty imposed. Compare *Reever* at 6-7 and *Jergons* at 14-16 and 21 with UGI Exhibits 5-7 and UGI Exceptions at 3-4 and 14-16.

The Company's assertion that the earlier bills were proper and that the subsequent demand for more payment was justified because such demand was for service actually rendered, but unbilled is not persuasive. Compare UGI Exceptions at 3 and 13 with *Reever* at 6-7 and *Jergons* at 13-15. A bill to a consumer is either an estimate or a final bill. We reject the suggestion that a final bill for service, when paid by a consumer, is not, effectively, an estimate when that prior bill is modified by the Company's later demands for more payments because of improperly identified, installed, and monitored meters. That is particularly the case here, given that no comprehensive accounting and reconciliation detailing all usage and payments for both meters involved was conducted to support the Company's payment demand. That kind of comprehensive accounting and reconciliation avoids underbilling or overbilling consumers. See *Jergons* at 4-5 and 7. Further, the Company failed to provide any explanation for why the repayment options provided to the Complainant were both incomplete under Section 56.14 and then later revoked. Accordingly, we shall deny UGI's Exception No. 3.

We shall also reject UGI's Exception No. 4, wherein the Company claimed that the application of Section 56.15 of our Regulations to meter cases will impose this provision on all correspondence to consumers. Exceptions at 4-5 and 14-16 and 19. The ALJ's application of Section 56.15 was limited to the communication by the Company in the circumstances of this case involving switched meters. This holding neither encompasses all correspondence, nor mandates billing statements *per se*. See I.D. at 16.

Rather, the ALJ's holding, in the circumstances present in this proceeding, requires that the Company's communication to Complainants in such cases, *i.e.*, "switched meter" cases, comport with the standards set forth in Section 1501 of the Code for reasonable service, be understandable, supported by the requisite billing records to justify the demand of payment, and notify the Complainant of the right to challenge the underbilling calculation. In this case, even if this Complainant's earlier final bill was final, which it was not, we find no reason to not mandate a new billing statement. In these kinds of meter cases in which a final bill had been at issue, that older final bill is effectively transformed into an estimated bill because there is a new demand for more payments without any change in service or consumption. As in *Jergons*, a new demand for more payments requires a billing statement accompanied by a comprehensive accounting and reconciliation. *Jergons* at 4-5, 7, and 21. The ALJ's application of Section 56.15 of our Regulations, as in *Jergons*, was appropriate and reasonable. Accordingly, UGI's Exception No. 4 is denied.

Next, we shall deny UGI's Exception No. 5, in which the Company contended that the ALJ improperly treated *ad hoc* statements made by the Complainant during UGI's testimony as closing arguments. Exceptions at 5-6 and 17-19. Section 1.2(d) of our Regulations, 52 Pa. Code § 1.2(d), requires that our rules be liberally construed for *pro se* litigants. In the present circumstances, we find that the ALJ acted within her discretion in construing the *pro se* Complainant's statements as closing arguments. See *Jo Anna Warren Williamson v. Duquesne Light Company*,

Docket No. C-2009-2138578 (Opinion and Order entered February 10, 2011) (“[T]he admission of evidence is generally a matter within the sound discretion of the ALJ, and the ALJ’s rulings thereon will not be reversed in the absence of a clear abuse of discretion or error of law.”)

Further, in this case, the ALJ’s findings and conclusions encompassed the entire record, which supports the ALJ’s ultimate determination, independent of the Complainant’s statements characterized by the ALJ as “closing argument.” Therefore, even if we were to conclude that the ALJ erred in this regard, we would find it to be a harmless error. Accordingly, we shall deny UGI’s Exception No. 5.

Finally, we reject UGI’s Exception No. 6, claiming that the \$1,500 civil penalty imposed by the ALJ was improper, or that it is incorrect and inapplicable. Exceptions at 6 and 19-22. The ALJ relied upon the *Rosi* factors used in *Jergons* to explain the imposition of a penalty. I.D. at 17-20 (citing *Jergons* at 16-21(citing *Rosi*)). Namely, the ALJ applied the ten *Rosi* factors, *supra*, and concluded, as follows:

As to Factor #1, Respondent intentionally violated Section 56.15 of the Commission’s regulations and continues to violate this regulation with its insistence the corrected billing statements are correct and there is no evidence Respondent recognizes its failure to provide customer service in this regard.

As to Factor #2, Respondent failed to act promptly or voluntarily to correct the confusion despite Complainant’s allegation in her Formal Complaint that Respondent’s numbers and sums do not “make any sense.”

As to Factor #3, this factor does not apply here.

As to Factor #4, one ratepayer was affected and the violation concerned three billing statements issued over a period of 5 months.

As to Factor #5, this is a litigated proceeding.

As to Factor #6, the compliance history weighs in favor of the Respondent.

As to Factor #7, the Respondent cooperated during the litigation of this proceeding.

As to Factor #8, a \$1,500 civil penalty is an appropriate amount necessary to deter future violations.

As to Factor #9, past Commission decisions³⁹ upheld penalties for similar violations.

As to Factor #10, this factor is not applicable.

I.D. at 18-19 (citing 52 Pa. Code § 69.1201(c)).

On review, we find the ALJ's analysis under *Rosi* to be proper under the circumstances of this proceeding. We have concluded that UGI's improper termination of the Complainant's gas service and its failure to disclose all payment options to the Complainant for the alleged amount underbilled was in violation of Section 1501 of the Code. Further, we also find that the Company's conduct in issuing the Complainant a corrected bill to be unreasonable in the circumstances of this case. In summary, the Company's conduct in the present case justifies the application of the *Rosi* factors to impose a civil penalty upon the Company in the amount of \$1,500.

Accordingly, because we find the ALJ's analysis under *Rosi* to be appropriate in the circumstances, we shall deny UGI's Exception No. 6.

Given the foregoing discussion, we shall limit UGI's recovery of the alleged underbilled account balance to the amount of \$500, which the Complainant has already paid. While UGI could theoretically conduct a comprehensive accounting of all metered charges and credits at issue, and thereafter, attempt to adequately reconcile the

exact amount owed by the Complainant, we decline to remand the matter to reopen the record to allow UGI another opportunity to satisfy its burden of proof. UGI has already been afforded a full and fair opportunity to meet its burden, and failed to do so in this case. Accordingly, because we conclude that UGI failed to establish the underbilled amount at issue, based upon the record in this case, UGI's recovery for the alleged underbilled amount for gas service to the Complainant during the period at issue is limited to the \$500 already paid by the Complainant.

Finally, in the ordering paragraphs below, we shall direct that UGI remit a civil penalty in the amount of \$1,500, within thirty (30) days of the entry date of this Opinion and Order.

V. Conclusion

Based upon our review of the ALJ's Initial Decision, and the Exceptions thereto, we shall deny UGI's Exceptions and adopt the ALJ's Initial Decision, as modified, consistent with this Opinion and Order.

THEREFORE,

IT IS ORDERED:

1. That the Initial Decision of Administrative Law Judge Emily A. Farren, issued on May 14, 2025, at Docket No. F-2023-3038216, is adopted, as modified by this Opinion and Order.

2. That the Exceptions of UGI Utilities – Gas Division, filed on June 3, 2025, to the Initial Decision of Administrative Law Judge Emily A. Farren at Docket No. F-2023-3038216, issued on May 14, 2025, are denied in their entirety.

3. That UGI Utilities – Gas Division’s recovery of the alleged underbilled amounts to Phoenix White Dove Kelley, at issue in this proceeding, is limited to the \$500 already paid by Phoenix White Dove Kelley.

4. That the Formal Complaint of Phoenix White Dove Kelley, filed on February 6, 2023, against UGI Utilities – Gas Division, at Docket No. F-2023-3038216, is sustained.

5. That UGI Utilities, Inc. – Gas Division shall pay a civil penalty of One Thousand Five Hundred Dollars (\$1,500.00), for the violations of 66 Pa.C.S. § 1501 and 52 Pa. Code §§ 56.14, 56.15, by certified check or money order, within thirty (30) days after service of the Commission’s order, and made payable to the “Commonwealth of Pennsylvania” and shall be sent to:

Matthew L. Homsher, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

6. That a copy of the final Commission Order in this proceeding shall be served upon the Financial and Assessment Chief, Office of Administrative Services.

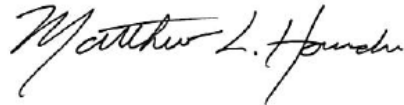
7. That the Bureau of Administrative Services, Assessment Section shall monitor this matter for compliance.

8. That, if UGI Utilities, Inc. – Gas Division fails to make the civil penalty payment required by Ordering Paragraph No. 5, above, within thirty (30) days of the entry of a final Commission Order in this proceeding, it is further ordered that the Bureau of Administrative Services, Assessment Section, shall refer this matter to the

Pennsylvania Office of Attorney General for collection of the total set forth above and appropriate action.

9. That the Secretary shall mark this docket closed upon payment of the civil penalty in the amount of \$1,500, specified in Ordering Paragraph No. 5, above.

BY THE COMMISSION,

A handwritten signature in cursive script that reads "Matthew L. Homsher".

Matthew L. Homsher
Secretary

(SEAL)

ORDER ADOPTED: March 12, 2026

ORDER ENTERED: March 12, 2026