

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Shermeen Farias

v.

UGI Utilities, Inc.

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C-2025-3057648

INITIAL DECISION

Before
Eranda Vero
Administrative Law Judge

INTRODUCTION

This Initial Decision grants, in part, and denies, in part, the Formal Complaint filed by Shermeen Farias against UGI Utilities, Inc. This Decision establishes a payment arrangement for Ms. Farias but denies the portion of the Formal Complaint concerning the termination of service on July 31, 2025, because Ms. Farias failed to prove that the utility violated a Commission statute, regulation or order.

HISTORY OF THE PROCEEDING

On September 24, 2025, Shermeen Farias (Complainant or Ms. Farias) filed a Formal Complaint (Complaint) against UGI Utilities, Inc. (UGI or Respondent) with the Pennsylvania Public Utility Commission (Commission) alleging that the Respondent improperly shut off her gas service and that she is unable to pay her outstanding balance to UGI. As relief, Ms. Farias requests an affordable payment arrangement

On October 14, 2025, UGI filed an Answer denying all material allegations of fact and conclusions of law in the Complaint.

An Initial Call-in Telephonic Hearing Notice dated October 17, 2025, notified the parties that an initial call-in telephone hearing was scheduled for December 17, 2025, at 10:00 a.m., and that the matter was assigned to me.

On October 20, 2025, I issued a Prehearing Order directing the parties to comply with various procedural requirements, reminding them of the time and date of the hearing and providing instructions for calling in to the hearing.

The hearing was convened as scheduled on December 17, 2025. Ms. Farias appeared *pro se* and testified in support of her Complaint. Alice A. Wade, Esq., appeared on behalf of the Respondent and presented the testimony of Amy Wynn, who is a Senior Compliance Specialist with UGI. The Respondent sponsored six exhibits which were admitted into the record.

The record closed upon receipt of my copy of the hearing transcript on January 15, 2026.

FINDINGS OF FACT

1. The Complainant is Shermeen Farias who resides at 1522 Maynard Avenue, Scranton, Pennsylvania 18509 (Service Address). Tr. 7.
2. Respondent is UGI Utilities, Inc. which as a regulated public utility under the Commission's jurisdiction.

3. Between December 2021 and December 2025, only three payments were made towards Ms. Farias' account with UGI. Tr. 29; UGI Exhibit 1.

4. On July 15, 2025, UGI issued a 10-day Shut Off Notice to Ms. Farias reflecting an outstanding balance of \$7,889.80. Tr. 30-31; UGI Exhibit 6.

5. The July 15, 2025, Shut Off Notice informed Ms. Farias that her gas service was set to be terminated on or after July 28, 2025. Tr. 31; UGI Exhibit 6.

6. On July 21, 2025, at 8:30 a.m. and 5:00 p.m. and again on July 22, 2025, at 8:03 a.m. and 5:03 p.m., UGI attempted to contact Ms. Farias or a responsible adult occupant of the Service Address via telephone to provide notice of the proposed termination. Tr. 31-32.

7. UGI terminated gas service at the Service Address on July 31, 2025. Tr. 32; UGI Exhibit 2.

8. On July 31, 2025, following the termination of service, Ms. Farias contacted UGI to inquire about the reconnection of service. Tr. 32; UGI Exhibit 2.

9. Ms. Farias resides at the Service Address with her adult son. Tr. 14.

10. Ms. Farias works part-time, 24 hours per week at a payrate of \$16.00 per hour. Tr. 14-15.

11. Ms. Farias receives \$1,716 per month in Social Security Disability Income benefits. Tr. 15.

12. Ms. Farias' son receives \$963 per month in Social Security Disability Income benefits. Tr. 15-16.

13. Ms. Farias has not received a Commission-issued payment arrangement. Tr. 17; UGI Exhibit 3.

14. Since 2021, Ms. Farias has experienced severe hardships in her personal life. Tr. 7-8, 11, 44.

15. As of the date of the hearing, Ms. Farias' outstanding balance with UGI was \$7,934.47. Tr. 29; UGI Exhibit 1.

DISCUSSION

Burden of Proof

As the party seeking affirmative relief from the Commission, a complainant has the burden of proof by a preponderance of the evidence. 66 Pa.C.S. § 332(a); *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 578 A.2d 600 (Pa. Cmwlth. 1990). A preponderance of the evidence is evidence that is more convincing, by even the smallest amount, than that presented by the opposing party. *Se-Ling Hosiery, Inc. v. Margulies*, 70 A.2d 854 (Pa. 1950). As a matter of law, a complainant must show that the named utility is responsible or accountable for the problem described in the Complaint in order to prevail, and that the offense is a violation of the Public Utility Code (Code), the Commission's regulations, or order. 66 Pa.C.S. § 701; *Patterson v. Bell Tel. Co. of Pa.*, 72 Pa.P.U.C. 196 (1990). The burden of proof is comprised of two distinct burdens: (1) the burden of production; and (2) the burden of persuasion. *Hurley v. Hurley*, 754 A.2d 1283 (Pa. Super. 2000). The burden of production, also called the burden of going forward with the evidence, determines which party must come forward with evidence to

support a particular claim or defense. *Moore v. Nat'l Fuel Gas Distrib.*, Docket. No. C 2014-2458555 (Final Order entered Aug. 25, 2015) (*Moore*). The burden of production goes to the legal sufficiency of a party's claim or affirmative defense. *Id.* The burden of production may shift between the parties during a hearing. A complainant may establish a *prima facie* case with circumstantial evidence. *See, Milkie v. Pa. Pub. Util. Comm'n*, 768 A.2d 1217 (Pa. Cmwlth. 2001) (*Milkie*). If a complainant introduces sufficient evidence to establish legal sufficiency of the claim, also called a *prima facie* case, the burden of production shifts to the utility to rebut the complainant's evidence. *See Moore*.

If the utility introduces evidence sufficient to balance the evidence introduced by the complainant, that is, evidence of co-equal value or weight, the complainant's burden of proof has not been satisfied and the burden of going forward with the evidence shifts back to the complainant, who must provide some additional evidence favorable to the complainant's claim. *See Milkie* at 1220; *see also, Burleson v. Pa. Pub. Util. Comm'n*, 443 A.2d 1373 (Pa. Cmwlth. 1982), *aff'd*, 461 A.2d 1234 (Pa. 1983) (*Burleson*).

Having produced sufficient evidence to establish legal sufficiency of a claim, the party with the burden of proof must also carry the burden of persuasion to be entitled to a favorable ruling. *See Moore*. While the burden of production may shift back and forth during a proceeding, the burden of persuasion never shifts; it always remains on a complainant as the party seeking affirmative relief from the Commission. *See Milkie* at 1220; *see also, Riedel v. Cnty. of Allegheny*, 633 A.2d 1325 (Pa. Cmwlth. 1993); *Burleson* at 1375. It is entirely possible for a party to carry the burden of production but not be entitled to a favorable ruling because the party did not carry the burden of persuasion. *See, Moore*. In determining whether a complainant has met the burden of persuasion, the fact-finder may engage in determinations of credibility, may accept or reject testimony of any witness in whole or in part, and may accept or reject inferences

from the evidence. *See Moore* (citing *Suber v. Pa. Comm'n on Crime & Delinquency*, 885 A.2d 678 (Pa. Cmwlth. 2005)).

Additionally, any decision of the Commission 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. 2 Pa.C.S. § 704; *Norfolk & W. Ry. Co. v. Pa. Pub. Util. Comm'n*, 413 A.2d 1037 (Pa. 1980).

Improper termination of service

Legal Standard

Pursuant to Commission regulation, a public utility must provide “written notice of the termination to the customer at least 10 days prior to the date of the proposed termination.” 52 Pa. Code § 56.91. In addition, a public utility may not interrupt, discontinue or terminate service without attempting to contact the customer or responsible adult occupant, either in person, by telephone or electronically with the customer's consent, to provide notice of the proposed termination at least three days prior to the scheduled termination. *See* 52 Pa. Code § 56.93(a). Furthermore, phone contact is deemed complete upon attempted calls on two separate days to the residence between the hours of 8 a.m. and 9 p.m. if the calls were made at various times each day, with the various times of the day being daytime before 5 p.m. and evening after 5 p.m. and at least two hours apart. Calls made to contact telephone numbers provided by the customer shall be deemed to be calls to the residence. *See* 52 Pa. Code § 56.93(a)(1).

Analysis

At the hearing, Ms. Farias testified that UGI had failed to notify her of the upcoming service termination. Tr. 8. UGI successfully rebutted these claims through the

testimony of Ms. Wynn, who testified that UGI issued a 10-Day Shut Off Notice to Ms. Farias on July 15, 2025, reflecting an outstanding balance of \$7,889.80. Tr. 30-31; UGI Exhibit 6. The Notice informed Ms. Farias that her gas service was set to be terminated on or after July 28, 2025. Tr. 31; UGI Exhibit 6. Following the 10-Day Shut Off Notice, UGI attempted to contact Ms. Farias or a responsible adult occupant of the Service Address via telephone, to provide notice of the proposed termination. Tr. 31-32. According to Ms. Wynn, four attempts were made on two separate days. UGI called Ms. Farias on July 21, 2025, at 8:30 a.m. and 5:00 p.m. and again on July 22, 2025, at 8:03 a.m. and 5:03 p.m. Tr. 31-32. Finally, UGI terminated gas service at the Service Address on July 31, 2025. Tr. 32; UGI Exhibit 2.

In turn, Ms. Farias failed to present additional evidence to support her claim and rebut UGI's evidence regarding the termination proceedings. Consequently, I find that the Complainant failed to carry her burden of proving by a preponderance of the evidence that UGI violated a Commission statute, regulation or order when it terminated Ms. Farias' gas service on July 31, 2025.

Payment arrangement

Legal Standard

The Responsible Utility Customer Protection Act (Act or Chapter 14), 66 Pa.C.S. §§ 1401-1419, applied to complaints alleging inability to pay and requesting a Commission-issued payment arrangement. This Act provided strict guidelines that the Commission must follow when determining whether a payment arrangement can be issued and the length of the payment arrangement. I note that Chapter 14 has subsequently sunset, effective December 31, 2024, and is not currently in effect.

However, 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). In particular, the Commission’s Statement of Policy states that the principles of Chapter 14 and specifically Section 1405 and the definitions of Section 1403 will continue after the expiration of Chapter 14 on December 31, 2024. *Id.* at 5.

Section 1405 of the Public Utility Code regarding payment arrangements read in pertinent part:

(a) *General rule.* –

The commission is authorized to investigate complaints regarding payment disputes between a public utility, applicants and customers. the commission is authorized to establish payment arrangements between a public utility, customers and applicants within the limits established by this chapter.

(b) *Length of payment arrangements.* --

The length of time for a customer to resolve an unpaid balance on an account that is subject to a payment arrangement 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(a)-(b). In addition, "Household income" is defined in section 1403 as "[t]he combined gross income of all adults in a residential household who benefit from the public service." 66 Pa.C.S. § 1403 (Definition of "Household income").

In addition, the issuance of a payment agreement is a matter within the Commission's discretion. *Hewitt v. PECO Energy Co.*, Docket No. F-2011-2273271 at 11 (Order entered September 12, 2013). It is Commission policy to exercise its discretion when customers have demonstrated some evidence of a good-faith effort in paying utility bills or when customers have experienced a change of circumstances outside of their control. *Crawford v. Nat'l Fuel Gas Distrib. Corp.*, Docket No. C-20066348 at 15-16 (Opinion and Order entered Dec. 6, 2007).

I note that UGI lawfully terminated gas service at the Service Address on July 31, 2025, and Ms. Farias is seeking to restore service at the Service Address. *See, supra*, at 7. Concerning the restoration of gas service, Section 1407 of the Code provides that a public utility may require full payment of any reconnection fees together with

repayment over 12 months of any outstanding balance incurred by the customer or applicant if the customer or applicant has an income exceeding 150% of the Federal poverty level but not greater than 300% of the Federal poverty level. 66 Pa.C.S. § 1407(c)(2)(ii); see also 52 Pa.Code § 56.191 (regarding payment and timing to restore service).

Finally, Sections 56.32 and 56.38 of the Commission's regulations permit a utility to require payment of a security deposit to restore service to an applicant who previously received public utility distribution services and was a customer of the public utility and whose service was terminated for nonpayment of an undisputed delinquent account. 52 Pa.Code § 56.32(a)(1)(i). An applicant required by a public utility to pay a deposit may be required by the public utility to pay 50% prior to, and as a condition of, the reconnection of service with 25% billed 30 days after reconnection of service and 25% billed 60 days after the reconnection of service. 52 Pa.Code § 56.38(b).

Analysis

At the hearing, Ms. Farias testified that she resides at the Service Address with her adult son. Tr. 14. She works part-time, 24 hours per week, at a pay rate of \$16.00 per hour.¹ Tr. 14-15. She also receives \$1,716 per month in Social Security Disability Income benefits. Tr. 15. In addition, Ms. Farias' son receives \$963 per month in Social Security Disability Income benefits. Tr. 15-16. The gross monthly income of all the adults living in Ms. Farias' household is \$4,343.²

Relying on *Crawford, supra*, UGI witness Ms. Wynn testified that Ms. Farias had entered into and defaulted on two Company-issued payment arrangements.

¹ 24 hr/week x \$16/hr x 52 weeks/yr ÷ 12 months/year = \$1,664 per month.

² \$1,716 + \$963 + \$1,664 = \$4,343 per month.

Tr. 33; UGI Exhibit 3. Ms. Wynn added that Complainant's payment history is poor and that her outstanding balance with UGI is \$7,934.47. Tr. 38-39, 54; UGI Exhibit 1.

In turn, Ms. Farias explained that she has never received a Commission-issued payment arrangement. Tr. 17; UGI Exhibit 3. She stated that although gas service at the Service Address was in her name, her estranged husband was in charge of paying the bills. Tr. 7, 44. Ms. Farias explained that she is now separated from her husband and going through a divorce. Tr. 11, 44. She added that her husband no longer resides at the Service Address and that she had obtained a now-expired Protection From Abuse Order to have him removed from the Service Address. Tr. 11. At the same time, Ms. Farias has dealt with her son's health crisis while trying to keep utility services on at their residence. Tr. 7-8, 11.

Upon careful consideration of the evidence submitted by the parties, I find that Ms. Farias is eligible for a Commission-issued payment arrangement. The record in this matter shows that Complainant fell behind in her payments to UGI due to circumstances outside of her control and not due to a lack of good faith. *Crawford v. Nat'l Fuel Gas Distrib. Corp.*, Docket No. C-20066348 at 15-16 (Opinion and Order entered Dec. 6, 2007). Awarding Mr. Farias a payment arrangement will give her an opportunity to comply with a Commission-issued payment arrangement to restore her service and provide an avenue for UGI to receive payment for the services it has already rendered to Complainant.

With a gross household income of \$4,343 per month for a household of two, Ms. Farias' household income falls between 150% and 250% of the Federal poverty

level and she is a Level 2 income customer.³ 66 Pa.C.S. § 1405(b)(2). As a Level 2 customer, Ms. Farias is eligible for a thirty-six-month payment arrangement to extinguish her arrears. *Id.* In view of the above, Ms. Farias will be awarded a payment arrangement requiring her to make monthly payments consisting of her current or budget bill, plus one thirty-sixth (1/36th) of the balance accrued on her account, beginning with the first billing due date following the entry of a final Commission Order in this case.

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the parties to and subject matter of this proceeding. 66 Pa.C.S. § 701.

2. The burden of proof in this proceeding is on the Complainant. 66 Pa.C.S. § 332(a).

3. Preponderance of the evidence means that the party with the burden of proof has presented evidence that is more convincing than that presented by the other party. *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 578 A.2d 600 (Pa. Cmwlth. 1990).

4. The Commission's decision must be supported by "substantial evidence," which consists of evidence that a reasonable mind might accept as adequate to support a conclusion. 2 Pa.C.S. § 704. A mere "trace of evidence or a suspicion of the existence of a fact" is insufficient. *Norfolk & W. Ry. Co. v. Pa. Pub. Util. Comm'n*, 413 A.2d 1037 (Pa. 1980).

³ See Federal poverty guidelines, 90 Fed. Reg. 5917 (Jan. 17, 2025); <https://aspe.hhs.gov/sites/default/files/documents/dd73d4f00d8a819d10b2fdb70d254f7b/detailed-guidelines-2025.pdf>

5. A public utility must provide written notice of the termination to the customer at least 10 days prior to the date of the proposed termination. 52 Pa. Code § 56.91.

6. A public utility may not interrupt, discontinue or terminate service without attempting to contact the customer or responsible adult occupant, either in person, by telephone or electronically with the customer's consent, to provide notice of the proposed termination at least three days prior to the scheduled termination. 52 Pa. Code § 56.93(a).

7. Phone contact is deemed complete upon attempted calls on two separate days to the residence between the hours of 8 a.m. and 9 p.m. if the calls were made at various times each day, with the various times of the day being daytime before 5 p.m. and evening after 5 p.m. and at least two hours apart. Calls made to contact telephone numbers provided by the customer shall be deemed to be calls to the residence. 52 Pa. Code § 56.93(a)(1).

8. The Complainant has failed to carry her burden of proving that Respondent violated a Commission statute, regulation, or order when it terminated Complainant's gas service on July 31, 2025.

9. Following the sunset of Chapter 14, Title 66 of the Pennsylvania Public Utility Code, the Commission's 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).

10. Following the expiration of Chapter 14 of the Pennsylvania Public Utility Code on December 31, 2024, the Commission will maintain its application of the

four-tiered process establishing the length of payment arrangements previously articulated in Chapter 14. *See Sunset of Chapter 14, Title 66 of the Pennsylvania Public Utility Code*, Docket No. M-2024-3052328, at 4 (Statement of Policy entered Dec. 24, 2024).

11. The principles of Section 1405 and definitions of Section 1403 of the Pennsylvania Public Utility Code will continue after the expiration of Chapter 14 on December 31, 2024. *Sunset of Chapter 14, Title 66 of the Pennsylvania Public Utility Code*, Docket No. M-2024-3052328, at 5 (Statement of Policy entered Dec. 24, 2024).

12. The issuance of a payment agreement is a matter within the Commission's discretion. *Hewitt v. PECO Energy Co.*, Docket No. F-2011-2273271 at 11 (Order entered September 12, 2013).

13. It is Commission policy to exercise its discretion when customers have demonstrated some evidence of a good-faith effort in paying utility bills or when customers have experienced a change of circumstances outside of their control. *Crawford v. Nat'l Fuel Gas Distrib. Corp.*, Docket No. C-20066348 at 15-16 (Opinion and Order entered Dec. 6, 2007).

14. Section 1407 of the Code provides that a public utility may require full payment of any reconnection fees together with repayment over 12 months of any outstanding balance incurred by the customer or applicant if the customer or applicant has an income exceeding 150% of the Federal poverty level but not greater than 300% of the Federal poverty level. 66 Pa.C.S. § 1407(c)(2)(ii); see also 52 Pa.Code § 56.191 (regarding payment and timing to restore service).

15. Section 56.32 of the Commission's regulations permits a utility to require payment of a security deposit to restore service to an applicant who previously

received public utility distribution services and was a customer of the public utility and whose service was terminated for nonpayment of an undisputed delinquent account. 52 Pa.Code § 56.32(a)(1)(i).

16. An applicant required by a public utility to pay a deposit may be required by the public utility to pay 50% prior to, and as a condition of, the reconnection of service with 25% billed 30 days after reconnection of service and 25% billed 60 days after the reconnection of service. 52 Pa.Code § 56.38(b).

17. The Complainant has carried her burden of proving that she is eligible for a Commission-issued payment arrangement on the outstanding balance. 66 Pa.C.S. § 332(a).

ORDER

THEREFORE,

IT IS ORDERED:

1. That the Formal Complaint of Shermeen Farias in Shermeen Farias v. UGI Utilities, Inc. at Docket No. C-2025-3057648 is granted, in part, and denied, in part.

2. That the Formal Complaint is denied as to Shermeen Farias' claim that UGI Utilities, Inc. improperly terminated her gas service on July 31, 2025.

3. That the Complaint is granted as to Shermeen Farias' request for a payment arrangement.

4. That within thirty days of the entry of a final Commission Order in this matter, UGI Utilities, Inc. shall issue a bill to Shermeen Farias in the amount of one-thirty-sixth (1/36th) of the balance accrued on her account.

5. That upon receipt of payment of one-thirty-sixth (1/36th) of the balance accrued on Shermeen Farias' account, plus any other fees UGI Utilities, Inc. may legally access, UGI Utilities, Inc. shall reinstate service at the service address.

6. That beginning with the first billing due date following reinstatement of service, Shermeen Farias shall make monthly payments consisting of her budget bill plus one-thirty-sixth (1/36th) of the balance accrued on her account, continuing thereafter on the due date for the payment of each regular monthly bill, until the arrearage on her account has been paid in full.

7. That, as long as Shermeen Farias adheres to the terms of this Order, UGI Utilities, Inc. shall not assess any late payment charges nor shall UGI Utilities, Inc. terminate service to Shermeen Farias, except for valid safety and/or emergency reasons.

8. That if Shermeen Farias fails to keep the payment schedule, UGI Utilities, Inc. is authorized to suspend or terminate her utility service in accordance with the Commission's statute and regulations.

9. That the Secretary's Bureau mark this matter closed.

Date: April 14, 2026

/s/
Eranda Vero
Administrative Law Judge