

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

Public Meeting held April 16, 2026

Commissioners Present:

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

Pennsylvania Public Utility Commission,
Bureau of Investigation and Enforcement

M-2025-3032708

v.

UGI Utilities, Inc. – Gas Division

TENTATIVE OPINION AND ORDER

BY THE COMMISSION:

Before the Pennsylvania Public Utility Commission (Commission) for consideration and disposition is a proposed Joint Petition for Approval of Settlement (Settlement, Settlement Agreement, or Petition), filed on March 24, 2025, by the Commission's Bureau of Investigation and Enforcement (I&E) and UGI Utilities, Inc. – Gas Division (UGI or the Company) (collectively, the Parties), with respect to an informal investigation conducted by I&E. Both Parties filed Statements in Support of the Settlement. The Parties submit that the proposed Settlement is in the public interest and is consistent with the Commission's Policy Statement at

52 Pa. Code § 69.1201, *Factors and Standards for Evaluating Litigated and Settled Proceedings Involving Violations of the Public Utility Code and Commission Regulations* (Policy Statement). Petition at 12.

As noted, *infra*, on October 9, 2025, the Commission entered an Opinion and Order (*October 2025 Order*) seeking supplemental comments addressing the Joint Settlement. On November 7, 2025, the Settling Parties submitted a supplemental filing (*Supplemental Filing*) in response to the *October 2025 Order*. On November 26, 2025, the Coalition for Affordable Utility Services and Energy Efficiency in Pennsylvania (CAUSE-PA) filed a Letter in response to the *Supplemental Filing*. On December 19, 2025, I&E and UGI each filed Letters in response to CAUSE-PA's Letter.¹ For the reasons set forth below, upon review of the information contained in the filings, including the additional information provided by the Parties pursuant to the directed inquiries in our *October 2025 Order*, we find it prudent, necessary, and in the public interest to modify the Settlement Agreement to require UGI to make a \$200,000 contribution to its Hardship Fund, Operation Share, in lieu of imposing the civil penalty that was agreed to in the Settlement. Accordingly, we shall tentatively approve the

¹ We will not consider any letter filed subsequent to the *Supplemental Filing*. On May 8, 2025, we entered an Opinion and Order (*May 2025 Order*), wherein we sought Comments from interested parties. Subsequently, we considered these Comments in our *October 2025 Order*. More specifically, in our *October 2025 Order*, we specifically requested supplemental information from the Settling Parties based upon the content of the Comments received in response to our *May 2025 Order*. However, the *October 2025 Order* did not seek or provide for the submission of any further comments regarding this matter. Pursuant to the Commission's Policy Statement at 52 Pa. Code § 69.1201, it is the Commission's responsibility to determine whether a proposed settlement is reasonable and in the public interest, and as such, we requested information in both our *May 2025 Order* and our *October 2025 Order* to assist us in making that determination. As we have received Comments, Reply Comments, and a *Supplemental Filing* from the Settling Parties, the information contained in those filings is sufficient to support our determination and does not need to be further supplemented.

Settlement Agreement, as modified, consistent with the discussion in this Opinion and Order.

I. History of the Proceeding

This matter concerns UGI's compliance with Chapter 56 of the Commission's Regulations, 52 Pa. Code §§ 56.1, *et seq.*, involving the personal customer contact requirement prior to termination of residential gas service. I&E instituted an informal investigation of UGI based on information, referred by the Commission's Bureau of Consumer Services (BCS) on June 1, 2022, regarding UGI's compliance with Section 56.93 of the Commission's Regulations, 52 Pa. Code § 56.93, involving the personal contact requirement prior to the termination of residential gas service. Petition at 4. In the Settlement, the Parties state that the compliance issues occurred between March 29, 2022 and March 31, 2022 (March 2022 Incident). While settlement negotiations were ongoing between I&E and UGI pertaining to the March 2022 Incident, UGI self-reported to I&E additional lapses with its vendor-dialer system making, or attempting to make, personal contact prior to the termination of residential service. The additional incidents occurred in April 2023 (April 2023 Incident). *Id.* at 3-4.

On March 24, 2025, the Parties filed a Joint Petition for Approval of Settlement along with their respective Statements in Support with the Commission.

On May 8, 2025, the Commission entered the *May 2025 Order*. Therein, the Commission directed that the *May 2025 Order*, along with the proposed Settlement and the Statements in Support, be published in the *Pennsylvania Bulletin*. The Commission also directed that public comment be sought within a twenty-five (25) day comment period after publication in the *Pennsylvania Bulletin*.

On May 24, 2025, the *May 2025 Order*, along with the Settlement Agreement and Statements in Support, were published in the May 24, 2025 *Pennsylvania Bulletin* at 55 Pa.B. 3703. In accordance with the *May 2025 Order*, comments on the proposed Joint Settlement were due on or before June 18, 2025 (*i.e.*, twenty-five days after the *May 2025 Order* was published). Comments were filed by CAUSE-PA on June 17, 2025 and the Office of Consumer Advocate (OCA) on June 18, 2025. Reply Comments were filed by I&E on July 3, 2025 and UGI on July 22, 2025.

On October 9, 2025, the Commission entered the *October 2025 Order*, wherein it sought supplemental comments addressing the Joint Settlement. In the *October 2025 Order*, the Commission concluded that the information, as presented, was insufficient for the Commission to determine whether the Settlement was in the public interest. The Commission sought supplemental information that included, but was not limited to, eight (8) very specific factual inquiries set forth in the *October 2025 Order*. The *October 2025 Order* gave the Parties thirty (30) days to respond in the form of supplemental statements in support and/or stipulated facts in support of the Settlement Agreement.

On November 7, 2025, the Parties to the Joint Settlement submitted a *Supplemental Filing*, as directed by the Commission in the *October 2025 Order*. The *Supplemental Filing* addressed the eight (8) questions posed by the *October 2025 Order*.

On November 26, 2025, CAUSE-PA filed a Letter in Response to the *Supplemental Filing*. On December 19, 2025, I&E and UGI each filed Letters in Response to CAUSE-PA's Letter. However, as noted, *supra*, we will not consider these letters because they were submitted after the *Supplemental Filing* and the *October 2025 Order* did not seek or provide for the submission of any further comments regarding this matter.

II. Background

On June 1, 2022, BCS submitted a memo² to I&E regarding its concerns with UGI's compliance with the Commission's Regulations governing the termination of residential gas service at 52 Pa. Code § 56.93.³ Through the filing of informal complaints by UGI customers and meeting with UGI, BCS identified six customers who were either: (1) called after 9 p.m.; (2) received two personal contact attempts on the same day; or (3) received two phone calls on different days but not at various times, as required by Section 56.93 of the Commission's Regulations. UGI met with BCS staff in April 2022 and indicated that, between March 29, 2022 and March 31, 2022, the Company's auto-dialer made personal contact phone calls after 9 p.m. UGI also explained that some changes were made to the auto-dialer system in August 2021 and that some of the changes caused issues with the auto-dialer's ability to make personal contact phone calls, commensurate with 52 Pa. Code § 56.93. Petition at 5.

² Due to the serious nature of the terminations, BCS referred this matter to I&E to determine if an informal investigation pursuant to 52 Pa. Code § 3.113, or other enforcement action, was warranted. Petition at 6.

³ Section 56.93(a) of the Commission's Regulations requires that a 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 3 days prior to the scheduled termination using one of the methods in this section. Section 56.93(a)(1) also requires that, if personal contact by one method is not possible, the public utility is obligated to attempt another method and provides that phone contact shall be deemed complete upon attempted calls on 2 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 2 hours apart. This Regulation further states that 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); *see also* Petition at 4.

UGI further explained the issues with the auto-dialer system:

A. A daylight savings time setting which was designed to be automatically applied in the vendor-dialer's application did not deploy properly. As a result, the 9:00 p.m. cut-off calling window was extended to 10:00 p.m. Although Daylight Savings Time occurred mid-month, no accounts were dialed after 9:00 p.m. until March 29th, when the number of outbound personal contact calls increased significantly due to the start of April terminations and call volume could not be completed prior to 9:00 p.m. by the system, thereby resulting in calls after 9:00 p.m. and before 10:00 p.m.

B. During the dates of March 29-31, 2022, a system upgrade that was designed to increase the vendor-dialer's calls-per-hour-service level for UGI failed to deploy properly. The vendor-dialer system was unable to handle the increased call volume without this upgrade. This led to the calls not being made between 5:00 p.m. and 9:00 p.m., and the calls not being made on two different days for some accounts.

C. Upon manual remediation of the issues identified above, a setting was updated in the vendor's dialer program that inadvertently resulted in the unrelated Spanish recorded voicemail message being left when a customer did not answer the phone.

Petition at 5.

As a result of the issues with the auto-dialer system, UGI reported to BCS that 2,177 calls were made after 9 p.m. UGI also reported to BCS that, after it identified the issue, the Company attempted an additional phone call on March 30, 2022 to 2,072 customers. In addition, on May 16, 2022, UGI reported to BCS that 134 customers

were terminated after receiving a personal contact phone call after 9 p.m., and that their service remained off as of that date.⁴ Petition at 6.

I&E conducted a thorough investigation concerning the March 2022 Incident, which resulted in information submitted by UGI that 3,345 terminations occurred because of the previously stated issues with its auto-dialer. In addition, the Company's responses to I&E's data requests also revealed that UGI charged a reconnection fee to 1,883 customers who had their service terminated, in alleged violation of 52 Pa. Code § 56.93(a). Petition at 7; *see also* 52 Pa. Code § 56.191(a).⁵

In addition, during settlement discussions in July 2023, UGI self-reported another auto-dialer issue, which the Company discovered in April 2023, through a manual audit of its auto-dialer system, that the device made personal contact phone calls to 612 customer accounts that were erroneously noted as successful customer contacts. Petition at 7-8. Of those 612 customer accounts, 184 had their gas service terminated. Upon identification of the error, UGI refunded reconnection fees to any customers who had paid them and made phone calls to the customers whose gas service had been shut off. In addition, UGI dispatched workers to the field to restore service to those customers whose gas service remained off. Petition at 8.

Further, on June 9, 2023, UGI's auto-dialer vendor corrected the programming of the device to fix the error, and no additional issues have been found. In

⁴ At that time, BCS strongly encouraged UGI to contact the 134 customers and attempt to restore their gas service. UGI informed BCS that it had sent a letter to the customers whose service had been terminated, asking them to contact UGI. Petition at 6.

⁵ Section 56.191(a) of the Commission's Regulations permits a public utility to charge a reconnection fee prior to reconnection of service following a *lawful* termination of the service. *See* 52 Pa. Code § 56.191(a) (emphasis added). Because UGI did not make personal contact prior to termination, I&E maintained that the terminations were not lawful and that the charged reconnection fee was impermissible. Petition at 7.

August 2023, UGI met with BCS to indicate that the Company is performing manual audits of its auto-dialer system and that the auto-dialer vendor now performs audits of its programming prior to releasing updates to the system. Petition at 8.

Based on the information obtained through its investigation, as described herein, and upon review of the Commission's Regulations and relevant statutes, I&E avers that it would have contended, through the filing of a formal complaint, that UGI violated certain provisions of the Commission's Regulations, in that:

A. UGI failed to make personal contact at least three days prior to terminating residential service for 3,345 customers during the March 2022 Incident and 612 in April 2023 (3,957 total).

B. UGI charged a reconnection fee to customers prior to the reconnection of service even though the initial termination of service was not lawful, for 1,883 customers during the March 2022 Incident and 74 in April 2023 (1,957 total).

Petition at 8-9. I&E further contends that the allegations, if proven, would constitute violations of 52 Pa. Code §§ 56.93 and 56.191(a) regarding personal contact before termination and improperly charged reconnection fees. Petition at 9; *see also* 52 Pa. Code §§ 56.93 and 56.191(a).

In the Petition, UGI explains that, had the matter been litigated, UGI would have denied the alleged violations, raised defenses and/or mitigating factors in support of its defense, and defended against the same at hearing. Petition at 9. UGI further represents that the Company understands the nature of the allegations and has taken remedial measures to prevent recurrence of the issues giving rise to the instant

Settlement. Specifically, in response to the personal contact issue, UGI made the following corrections to its procedures:

- A. Regarding calls made after 9 p.m., once the issue was discovered on April 4, 2022, the Company immediately updated the tool to dial calls no later than 8:59 p.m. according to current Eastern Standard Time, in addition to notifying the vendor-dialer and requesting the automatic Daylight Savings Time update feature be confirmed. This request was marked permanently resolved by the vendor-dialer on June 1, 2022.
- B. Regarding calls made on different days but not at various times, and calls not made on different days, a programmatic change was made to verify the vendor-dialer's input file and halt the dunning process until a specific set of call disposition codes are received from the vendor file for appropriate times. This change has been in place since October 2022.
- C. Regarding the Spanish voicemails unrelated to termination being left for 3,144 customers, the Company has taken steps with the dialer-vendor to ensure no recording automatically defaults with a campaign upon an update to any setting. This change has been in effect since September 2022.
- D. The Company also has implemented multiple additional overall procedural steps to ensure compliance, including a daily manual review of dialer log files.

Petition at 9-10.

Regarding the customers whose service was terminated after UGI failed to complete personal contact in compliance with Commission Regulations, UGI has taken the following corrective measures:

- A. With respect to the March 2022 Incident, as of February 23, 2023, the Company restored service to 3,162 of the affected customers. The remaining 182 customers whose service remains off have not sought service restoration.
- B. As of March 13, 2023, the Company refunded all reconnection fees (\$155,198 in total) collected from all 1,883 affected customers.
- C. With respect to the April 2023 terminations, as of August 2024 all but 32 of the customers whose gas service was terminated have had their service restored. The 32 customers whose gas service remains off have been resolved as follows:
 - i. Five (5) customers have reconnected in the same name/account.
 - ii. One (1) customer's meter was removed due to theft of service.
 - iii. Fifteen (15) properties have gas turned back on under a new name.
 - iv. Four (4) customers did not want service to be restored and are choosing to wait to have their service restored.
 - v. Seven (7) customers remain off and UGI has been unable to reach them. UGI has indicated that it will restore the 7 customers' accounts if the customers request restoration of service. UGI has indicated that it called the customers and physically visited the properties, leaving door hangers requesting that the customers contact UGI.

- D. As of September 7, 2023, the Company refunded all reconnection fees, totaling approximately \$5,700, as well as all security deposits, totaling approximately \$17,500, collected from affected customer accounts.

Petition at 10-11.

Further, in the Petition, I&E acknowledges that UGI fully cooperated with its investigation and in responding to I&E's requests for information and documentation and, during the investigatory process, the Company self-reported other potential violations and problems with its auto-dialer system. Petition at 11.

III. Terms and Conditions of the Settlement

Pursuant to the Commission's policy of encouraging settlements that are reasonable and in the public interest, the Parties submit that the purpose of the Settlement is to terminate I&E's informal investigation and to settle this matter completely without litigation. The Settlement is conditioned upon the Commission's approval of the terms and conditions, without modification. Petition at 13. The Settlement consists of the Joint Petition for Approval of Settlement containing the terms and conditions of the Settlement, and the respective Statements in Support of the Settlement of I&E (Appendix A to the Petition) and UGI (Appendix B to the Petition), filed on March 24, 2025.

In the Settlement, the Parties have agreed that the underlying allegations were not the subject of any hearing or formal procedure and that there has been no order, findings of fact, or conclusions of law rendered in this proceeding. Petition at 11 and 13. In addition, UGI understands and fully acknowledges the seriousness of I&E's allegations and recognizes the need to prevent the recurrence of the incidents that were the subject of I&E's investigation. *Id.* at 11-12.

The Parties acknowledge that the Settlement Agreement reflects a compromise of competing positions and does not necessarily reflect any party's position with respect to any issues raised in this proceeding. The Parties also state that their positions and claims are disputed and, given that the precise outcome of a contested proceeding is uncertain, the Parties have amicably resolved the disputed issues through settlement. The Parties understand that, by entering into this Settlement Agreement, UGI has made no concession or admission of fact or law and may dispute all issues of fact and law for all purposes in all proceedings that may arise as a result of the circumstances described in the Settlement Agreement. Petition at 13-14.

In addition, the Parties state in the Settlement, that upon approval of the Settlement in its entirety, without modification, I&E will not file any complaints or initiate other action against UGI at the Commission with respect to the allegations which were the subject of the instant investigation. The Parties further submit that the Settlement Agreement is in the public interest because it effectively addresses I&E's allegations that are the subject of I&E's informal investigation and avoids the time and expense of litigation, which entails hearings, various expenses, and the preparation and filing of briefs, exceptions, and reply exceptions, as well as possible appeals. Petition at 12-13.

The essential terms and conditions of the Settlement are set forth in, *inter alia*, Paragraph No. 51 of the Settlement, and include the imposition of a civil penalty, as follows:

51. I&E and UGI, intending to be legally bound and for consideration given, desire to fully and finally conclude this informal investigation and agree to stipulate as to the following terms solely for the purposes of this Settlement Agreement:

- A. In addition to the corrective actions already undertaken by UGI or on behalf of UGI by its third-party vendor, as set forth in Paragraphs 44 and 45, *supra*, UGI will pay a civil penalty in the amount of Ninety Thousand Dollars (\$90,000). Said payment shall be made within thirty (30) days of the entry date of the Commission's Final Order approving the Settlement Agreement and shall be made by certified check or money order payable to the "Commonwealth of Pennsylvania." The docket number of this proceeding shall be indicated with the certified check or money order and the payment shall be sent to:

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

The civil penalty shall not be tax deductible pursuant to Section 162(f) of the Internal Revenue Code, 26 U.S.C.S. § 162(f) and shall not be passed through as an additional charge to UGI's customers in Pennsylvania.

Petition at 12.⁶

By its terms, the Settlement Agreement is being presented by the Parties only in the context of this proceeding in an effort to resolve the proceeding in a manner that is fair and reasonable. Further, the Settlement Agreement is presented without prejudice to any position that any of the Parties may have advanced and without prejudice to the position any of the Parties may advance in the future on the merits of the issues in

⁶ At the time of the filing of the Joint Petition for Approval of Settlement and Statements in Support in this proceeding, the Secretary of the Commission was correctly listed as Rosemary Chiavetta. However, we note that, effective April 19, 2025, Matthew L. Homsher was appointed as the Secretary of the Commission.

future proceedings, except to the extent necessary to effectuate the terms and conditions of this Settlement Agreement. Finally, the Parties agree that the Settlement does not preclude the Parties from taking other positions in any other proceeding but is conclusive in this proceeding and may not be reasserted in any other proceeding or forum except for the limited purpose of enforcing the Settlement by a Party. Petition at 14.

Recognizing that the Settlement constitutes a negotiated resolution of the issues addressed therein, the Parties urge the Commission to approve the Settlement in its entirety and without modification, as being in the public interest and consistent with the Commission's Policy Statement at 52 Pa. Code § 69.1201. Petition at 12-13; *see also* 52 Pa. Code § 69.1201, *et seq.* As stated previously, the proposed Settlement is conditioned on the Commission's approval, without modification, of any of its terms or conditions. If the Commission does not approve the proposed Settlement or makes any change or modification to the proposed Settlement, either Party may elect to withdraw from the Settlement and may proceed with litigation or take some other action that is deemed appropriate and, in such event, the Settlement Agreement shall be void and of no effect. Such election to withdraw must be in writing, must be filed with the Secretary of the Commission, and must be served upon all parties within twenty (20) days after entry of an Order modifying the Settlement. *Id.* at 12-13.

IV. October 2025 Order and Supplemental Filing

A. *October 2025 Order*

As noted above, in the *October 2025 Order*, the Commission concluded that the existing information in the filings was insufficient because it precluded the Commission from determining if the Settlement Agreement was in the public interest. The *October 2025 Order* set out several inquiries about the case to assist in determining

if the Settlement Agreement is in the public interest. Those inquiries included, but were not limited to, the following:

1. Were any security deposits or reconnection fees charged to verified low-income customers? If the answer is “yes,” provide the number of verified low-income customers who were charged a security deposit or a reconnection fee.
2. Can UGI explain its reason for the delay in refunding reconnection fees for the March 2022 Incident (approximately one year delay) and April 2023 Incident (approximately five-month delay)?
3. Did UGI include interest on the reconnection refunds, in accordance with 66 Pa.C.S. § 1312(a) and 41 Pa. Stat. Ann. § 202?
4. Provide the length of time that impacted households remained without service following the March 2022 Incident and the April 2023 Incident.
5. Provide an explanation of when UGI identified the failure of the auto-dialer system and why UGI sent notifications of the failure to terminated customers only after BCS encouragement to do so.
6. Does UGI regularly audit and evaluate the performance of its auto-dialer system?
7. Has the process or procedure in question number 6, changed since either the March 2022 or the April 2023 Incident?
8. Any other additional information pertinent to these events that can assist the Commission in making a determination in this matter.

October 2025 Order at 24.

In addition, the *October 2025 Order* noted that the Comments received on the Settlement Agreement raised important questions that needed to be addressed before a determination could be made on whether the Settlement was in the public interest. Moreover, the Commission determined that more information was needed to ensure a similar incident does not occur in the future. *October 2025 Order* at 24-25.

Ultimately, the Commission stated that the documents before them were insufficient and lacked important factual details that are necessary in determining whether the Settlement is in the public interest. *October 2025 Order* at 25.

B. Supplemental Filing

On November 7, 2025, the Parties to the Settlement Agreement submitted the *Supplemental Filing*. The *Supplemental Filing* addressed the eight questions set forth in the *October 2025 Order*. The Parties' responses to these questions are summarized below.

- 1. Were any security deposits or reconnection fees charged to verified low-income customers? If the answer is "yes," provide the number of verified low-income customers who were charged a security deposit or a reconnection fee.**

The Parties to the Settlement Agreement explain that no security deposits were charged to verified low-income customers. Reconnection fees were charged to 174 verified low-income customers. *Supplemental Filing* at 4.

- 2. Can UGI explain its reason for the delay in refunding reconnection fees for the March 2022 Incident (approximately one year delay) and April 2023 Incident (approximately five-month delay)?**

The Parties state that the initial delays were due to UGI working with the auto-dialer vendor to determine what customer accounts were impacted. According to the Parties, once accounts were identified as part of the Company's evaluation and response to the incidents, UGI would process refunds to the customers. The Parties explain that UGI would do a periodic review of accounts to help ensure that accounts which were reconnected and charged a reconnection fee would have those reconnection

fees reversed and credited back to them. Additionally, the Parties assert that the periodic review was designed to address the issue on a rolling basis because not every customer sought to reconnect service soon after the incidents. According to the Parties, the Company wanted to be prepared for situations where a reconnection fee was assessed in error after the initial set of refunds. *Supplemental Filing* at 5.

3. Did UGI include interest on the reconnection refunds, in accordance with 66 Pa.C.S. § 1312(a) and 41 Pa. Stat. Ann. § 202?

The Parties explain that the Company did not include interest on the reconnection fees and that the failure to include interest was an oversight. In the *Supplemental Filing*, the Company states that it recognized that the reconnection fee reversals should have included interest. As such, the Parties state that of the 825 customers who paid a reconnection fee, 389 of those customers have active service accounts with UGI and those active customers received a \$290.38 interest payment, calculated at a 6% annual percentage rate (APR) by the end of October 2025. *Supplemental Filing* at 6.

4. Provide the length of time that impacted households remained without service following the March 2022 Incident and the April 2023 Incident.

The Parties note that for the March 2022 Incident, the average day of reconnection for the same customer that was disconnected was 44 days and the median number was 4 days. For the April 2022 Incident, the Parties explain, the average day of reconnection for the same customer that was disconnected was 15.3 days and the median number was 2 days. The Parties submit that for the April 2023 Incident, the average day of reconnection for the same customer that was disconnected was 41 days and the median number was 4 days. *Supplemental Filing* at 6.

5. Provide an explanation of when UGI identified the failure of the auto-dialer system and why UGI sent notifications of the failure to terminated customers only after BCS encouragement to do so.

In the *Supplemental Filing*, the Parties explain that before sending notifications to the terminated customers about the issues with the auto-dialer system, UGI needed to work with its vendor to get the list of customers impacted by the failures in the system. The Parties contend that UGI wanted to have a clearer understanding of those issues and their likely causes, as well as the Company's planned corrective actions, so that it could respond to customer inquiries appropriately. *Supplemental Filing* at 6.

Additionally, UGI provides the following timeline:

4/4/2022: UGI's Customer Service team became aware of an issue, via an informal complaint, with the auto-dialer system, related to the 3-day personal contact credit and collections termination-notice campaign.

4/8/2022: UGI's Customer Service team became aware of further issues via informal complaints with the auto-dialer 3-day personal contact credit and collections termination-notice campaign. Reports of both calls being placed prior to 5 p.m. as well as both calls being placed on the same day were received.

4/29/2022: Based on calls received, UGI became aware that when its auto-dialer system was performing 3-day Credit and Collection ("C&C") calls, an incorrect message in Spanish was being left when these calls were picked up by customer's voicemail.

5/4/2022: UGI's auto-dialer vendor confirmed issues relating to 3 categories (1) calls being made at the same time; (2) no PM attempt for calls; and (3) Spanish voicemail recordings being left during a C&C blaster campaign.

5/5/2022: Upon investigation with the Company's auto-dialer vendor, it was determined that the Spanish recording was incorrectly assigned to the 3-day C&C campaign. The vendor was instructed to immediately disable the incorrect voicemail message. UGI and its vendor began efforts to determine the total extent of condition for each issue.

5/27/2022: After identification of the impacted accounts for each dialer issue, the Company began corrective outreach to reconnect the impacted accounts. Outreach efforts included: (1) sending restoration notices to all accounts by mail; (2) sending email restoration notices to the 739 accounts where the Company had an email address; and (3) issuing field reconnect orders for all impacted accounts.

6/6/2022: UGI's Customer Service team met with the Bureau of Consumer Services ("BCS") and explained the issues and remediation efforts undertaken. BCS indicated that the Company was taking appropriate steps and requested updates regarding the remaining number of disconnected accounts.

6/13/2022: Updates were provided to BCS.

6/21/2022: Updates were provided to BCS.

6/27/2022: Updates were provided to BCS.

7/5/2022: Updates were provided to BCS.

8/4/2022: The Bureau of Investigation and Enforcement ("I&E") became involved when one of its attorneys reached out to UGI requesting contact information for a Company regulatory attorney. I&E sent data requests to UGI initiating this informal investigation.

Supplemental Filing at 7-8.

6. Does UGI regularly audit and evaluate the performance of its auto-dialer system?

The Parties explain that prior to the incidents, it was the contractual commitment with the vendor to operate in accordance with the dialer system's design and the Commission's applicable regulations. The Parties assert that the Company engaged in regular discussions with the vendor and addressed system issues as they arose.

Supplemental Filing at 8.

7. Has the process or procedure in question number 6, changed since either the March 2022 or the April 2023 Incident?

In the *Supplemental Filing*, the Parties assert that UGI's auto-dialer system vendor now performs audits/tests of its programming before releasing updates to the system, and UGI continues to perform manual audits of the dialer system file logs reviewing the call windows for the sent messages. In addition, the Parties represent that UGI also performs: (1) a weekly call recording screening on a sample of calls received during that two-week period; (2) a daily analysis of the call data to see if any calls were made outside of the Commission-specified calling window; and (3) a bi-annual collaboration with its auto-dialer system vendor to conduct an end-to-end test of the credit and collection campaign to ensure calls have been dialed as expected. According to the Parties, for nearly two years, no additional issues with the auto-dialer system have been found. *Supplemental Filing* at 8.

8. Any other additional information pertinent to these events that can assist the Commission in making a determination in this matter.

Additionally, the Parties state that UGI spent \$17,653 to restore service to customers impacted by the subject terminations. The Parties contend that the majority of these costs related to voluntary restoration activities. *Supplemental Filing* at 9.

V. Discussion

Initially, we note that any issue or argument that we do not specifically address shall be deemed to have been duly considered and denied without further discussion. 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 (Pa. Cmwlth. 1993); *see also, generally, University of Pennsylvania v. Pa. PUC*, 485 A.2d 1217 (Pa. Cmwlth. 1984).

The focus of inquiry for determining whether a proposed settlement should be recommended for approval is not a “burden of proof” standard, as is utilized for contested matters. *Pa. PUC, et al. v. City of Lancaster - Bureau of Water*, Docket Nos. R-2010-2179103, et al. (Order entered July 14, 2011). Rather, the benchmark for determining the acceptability of the proposed Settlement is whether the proposed terms and conditions are in the public interest. *Id.* (citing *Warner v. GTE North, Inc.*, Docket No. C-00902815 (Order entered April 1, 1996); *Pa. PUC v. C.S. Water and Sewer Associates*, 74 Pa. P.U.C. 767 (1991)).

Pursuant to our Regulations at 52 Pa. Code § 5.231, it is the Commission’s policy to promote settlements. The Commission must, however, review proposed settlements to determine whether the terms are in the public interest. *Pa. PUC v.*

Philadelphia Gas Works, Docket No. M-00031768 (Opinion and Order entered January 7, 2004). Based on our review of the Settlement terms and conditions and the Supplemental Filing, we shall tentatively approve the Settlement, as modified, consistent with the following discussion.

A. Analysis of *Rosi* Factors

Consistent with the Commission’s policy to promote settlements, and in consideration of the public interest, we have promulgated a Policy Statement at 52 Pa. Code § 69.1201, which sets forth ten factors (*i.e.*, the *Rosi* Factors),⁷ that we may consider in evaluating whether a civil penalty for violating a Commission Order, Regulation, or statute is appropriate, as well as if a proposed settlement for a violation is reasonable and approval of a proposed settlement agreement is in the public interest. The Commission will not apply the factors as strictly in settled cases as in litigated cases. 52 Pa. Code § 69.1201(b). While many of the same factors may still be considered, in settled cases, the parties “will be afforded flexibility in reaching amicable resolutions to complaints and other matters as long as the settlement is in the public interest.” *Id.* The Policy Statement sets forth the guidelines we use when determining whether, and to what extent, a civil penalty is warranted.

Based upon the information contained in the Proposed Settlement Agreement, Comments, Reply Comments and *Supplemental Filing*, we find that, in applying the *Rosi* factors, the information in the filings supports tentative approval of the Settlement, as modified by requiring UGI to make a \$200,000 contribution to its

⁷ Because the Commission’s Regulations governing the factors and standards applicable to a determination of whether to impose a civil penalty were developed in *Joseph A. Rosi v. Bell-Atlantic-Pennsylvania, Inc.*, Docket No. C-00992409 (Opinion and Order entered March 16, 2000) (*Rosi*), these ten factors are commonly known as the “*Rosi*” factors.

Hardship Fund, Operation Share, as discussed below, as being in the public interest. The basis for this conclusion is explained in more detail below.

The first factor we may consider is whether the conduct at issue is of a serious nature. 52 Pa. Code § 69.1201(c)(1). “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.” *Id.* We agree with CAUSE-PA that the responsibility of delivering timely and appropriate notice of a pending termination is serious. A termination of essential utility services has far-ranging and potentially severe consequences. CAUSE-PA Comments at 7. As such, we are of the opinion that the alleged violations are serious matters which warrant a higher penalty.

The second factor is whether the resulting consequences of the conduct are of a serious nature. 52 Pa. Code § 69.1201(c)(2). “When consequences of a serious nature are involved, such as personal injury or property damage, the consequences may warrant a higher penalty.” *Id.* We agree with I&E and CAUSE-PA that the consequences of UGI’s conduct were serious. In its Statement in Support, I&E stated, “[c]ustomers who lose gas service lose heat, hot water, and the ability to cook, which seriously inconveniences customers at best and poses a safety hazard at worst.” I&E Statement in Support at 5. As discussed, *supra*, the Parties explain in the *Supplemental Filing* that the average day of reconnection for a customer impacted by the March 2022 Incident was 44 days, with the median number being 4 days; a customer impacted by the April 2022 Incident waited on average 15.3 days for reconnection, with the median number being 4 days; and a customer impacted by the April 2023 Incident waited on average 41 days for reconnection, with the median number being 4 days. *Supplemental Filing* at 6. The *Supplemental Filing* illustrates that most of the impacted customers experienced days without service, which is more than an inconvenience.

In the *Supplemental Filing*, the Parties explain that refunds were also issued over an extended period of time. According to the following table in the *Supplemental Filing*, some refunds took as long as three years to be issued to the impacted customers.

	March 2022 Terminations	April 2022 Terminations	April 2023 Terminations
Low-Income Customers	138	1362	97
Amount Charged	\$ 9,849.00	\$ 96,186.00	\$ 7,109.00
Amount Reversed (from 5/27/2022-6/1/2022)	\$ (1,252.00)	\$ (7,136.00)	NA
Amount Reversed (on 6/2/2022-6/3/2022)	\$ (3,139.00)	\$ (75,579.00)	NA
Amount Reversed (from 6/4/2022-3/9/2023)	\$ (438.00)	\$ (1,022.00)	NA
Amount Reversed (on 3/10/2023)	\$ (3,869.00)	\$ (10,742.00)	NA
Amount Reversed (from 4/4/2023-6/27/2023)	NA	\$ (219.00)	\$ (438.00)
Amount Reversed (6/28/2023)	NA	\$ -	\$ (5,138.00)
Amount Reversed (from 6/29/2023 -10/24/2025)	\$ (1,151.00)	\$ (1,488.00)	\$ (1,533.00)

Supplemental Filing at 5. Additionally, UGI failed to initially include interest on reconnection refunds to impacted customers. *Id.* at 6. These facts demonstrate that the consequences of the conduct of UGI’s actions are serious and support a higher civil penalty.

The third *Rosi* factor is “[w]hether 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.” 52 Pa. Code § 69.1201(c)(3). As previously noted, the third factor pertains to litigated cases only. *Id.* Because this proceeding was settled prior to the filing of a complaint by I&E, this factor is not applicable to this Settlement.

The fourth factor is 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. 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. 52 Pa. Code § 69.1201(c)(4).

We acknowledge that the utility has taken steps to modify its internal practices and procedures to avoid the conduct at issue and prevent future improper service terminations as well as the imposition of improper reconnection fees. Importantly, these additional remedial measures are outlined in more detail in the *Supplemental Filing* and, when combined with the Settlement Agreement, as modified, these measures establish enhanced procedures and oversight of the auto-dialer termination procedure. Specifically, the Parties note in the *Supplemental Filing* that the Company's auto-dialer system vendor now performs audits/tests of its programming before releasing updates to the system, and UGI continues to perform manual audits of the dialer system file logs reviewing the call windows for the sent messages. Additionally, UGI performs: (1) a weekly call recording screening on a sample of calls received during that two-week period; (2) a daily analysis of the call data to see if any calls were made outside of the Commission-specified calling window; and (3) a bi-annual collaboration with its auto-dialer system vendor to conduct an end-to-end test of the credit and collection campaign to ensure calls have been dialed as expected. *Supplemental Filing* at 8. We find UGI's modification of internal policies and procedures to be appropriate to prevent future occurrences.

However, we do take into consideration the delay in correction of the conduct at issue. As explained in *Supplemental Filing* Response Number 5, UGI first became aware of an issue on April 4, 2022, and did not begin to take corrective actions until May 27, 2022. *Supplemental Filing* at 7. In *Supplemental Filing* Response Number 2, UGI claims that the initial delays were due to the Company working with the

auto-dialer vendor to determine what customer accounts were impacted. *Id.* at 5. UGI explains that once the accounts were identified as part of the Company’s evaluation and response to the Incidents, refunds would then be processed to the customers. *Id.* As previously noted, the Parties included a table in the *Supplemental Filing* that shows that some customers were not refunded until years after the Incident occurred. As a result, we find that UGI’s delay in undertaking corrective actions weighs in favor of a higher civil penalty.

The fifth factor for our review under *Rosi* is the number of customers affected and the duration of the violations. 52 Pa. Code § 69.1201(c)(5). Here, 3,957 customers had their gas service improperly terminated and 1,957 of those customers were improperly charged a reconnection fee. *See* Petition at 8-9. As discussed, *supra*, impacted customers went days without service and some of them waited years to receive a refund. We find that the number of customers affected and the duration of the violations warrant a higher penalty.

The sixth *Rosi* factor authorizes the Commission to consider the compliance history of the regulated entity. 52 Pa. Code § 69.1201(c)(6). “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.” *Id.* According to I&E, two formal complaints have been filed against UGI within the last three years, but neither are factually similar to the case at hand. I&E Statement in Support at 6-7. One matter was resolved via Settlement while the other was resolved by the filing of a Certificate of Satisfaction. *See Pa. PUC v. UGI Utilities – Gas Division*, Docket No. C-2022-3035781; *Pa. PUC v. UGI Utilities – Gas Division*, Docket No. C-2023-3044989 (Final Order entered June 18, 2025). While there have been other compliance matters regarding UGI in the distant past, I&E avers that none of them involve improper termination of service or improperly charged reconnection fees. I&E Statement in

Support at 7. We find this factor to weigh in favor of the approval of the Settlement, as modified herein.

The seventh *Rosi* factor for our consideration is whether the regulated entity cooperated with the Commission's investigation. 52 Pa. Code § 69.1201(c)(7). According to I&E and UGI, there has been full cooperation with the investigation. UGI self-reported its violations to BCS. Petition at 11. UGI's participation in the submission of more detailed information in the *Supplemental Filing* further supports that statement.

Remedial measures and modifications to internal policies and procedures constitute significant proof of cooperation. The *Supplemental Filing* contains a far more detailed discussion of the additional processes and remedial measures that have occurred, compared to the general language in the Settlement Agreement. This cooperation supports a conclusion that approval of a Settlement Agreement, as modified by our imposition of an increased civil penalty below, is in the public interest.

The eighth *Rosi* factor for our consideration is the appropriateness of the penalty. 52 Pa. Code § 69.1201(c)(8). We will address the amount of the civil penalty proposed in light of what happened here, prior incidents, and what would deter future violations. 52 Pa. Code §§ 69.1201(c)(8).

We recognize that the focus of a civil penalty is to address not only past action, but also to encourage action that will deter future incidents of a similar nature. The civil penalty proposed here is accompanied by remedial actions and commitments. Both I&E and UGI submitted that the civil penalty amount of \$90,000 is an appropriate civil penalty under the specific circumstances of the case and sufficient to deter future violations. I&E Statement in Support at 7; UGI Statement in Support at 5. However, in its Comments, CAUSE-PA argued that the civil penalty included in the Settlement

Agreement is insufficient to address the harm caused by the Incidents and amounts to roughly \$22 for each unlawful termination. CAUSE-PA Comments at 13.

With respect to the appropriate amount of a civil penalty, while we understand that a Settlement is a compromise between parties, we believe that given the nature of these incidents and the disproportionate impact on financially distressed customers, the Settlement should be modified, as outlined above. In lieu of imposing a civil penalty, we shall modify the Settlement to require UGI to make a \$200,000 contribution to its Hardship Fund, Operation Share, with this contribution not being passed through as an additional charge to UGI's customers in Pennsylvania. We find that this modification will help UGI customers impacted by the issues in this matter, and while not imposing a civil penalty, creates an outcome that is in the public interest.

The ninth *Rosi* factor for our consideration is prior Commission decisions in similar cases. 52 Pa. Code § 69.1201(c)(9). While recognizing that each settlement should be based on the individual facts and circumstances of that case and that the parties have flexibility in crafting agreements that will be palatable to the settling parties, I&E provided that it nevertheless considered a number of prior Commission decisions in arriving at the agreed-upon civil penalty in this matter, including the following:

- *Pa PUC, Bureau of Investigation and Enforcement v. PECO Energy Co.*, M-2021-3014286 (Opinion and Order entered December 8, 2022) (48,536 distinct customers had their service terminated without being personally contacted by PECO prior to termination as required by the Public Utility Code and Commission regulations. The Commission approved a Settlement with modifications, ordering PECO to pay a \$200,000 civil penalty in addition to providing a \$100,000 contribution to its Matching Energy Assistance Fund. The civil penalty and contribution were increased from the amounts proposed in the Settlement to account for the Settlement's failure to address penalties associated with PECO's unlawful

collection of reconnection fees from the customers in violation of the Public Utility Code and Commission's regulations);

- *Pa. PUC, Bureau of Investigation and Enforcement v. PECO Energy Co.*, Docket No. M-2018-2531404 (Opinion and Order entered February 7, 2019) (38 customers had their service terminated in violation of the Commission's winter moratorium. The Commission approved a Settlement with modifications ordering PECO to pay a \$10,000 penalty in addition to increasing the funds available for matching contributions to PECO's Matching Energy Assistance Fund by \$20,000);
- *Pa. PUC Prosecutory Staff v. Metropolitan Edison Co., Pennsylvania Electric Co. and Pennsylvania Power Co. d/b/a FirstEnergy, and Pennsylvania Power Co. d/b/a FirstEnergy*, M-2009-2112849 (Opinion and Order entered December 7, 2009) (492 customers had their service terminated without receiving the required ten-day written termination notice. The Commission approved a Settlement with modifications, ordering FirstEnergy to make contributions in the amount of \$200,000 to hardship programs, in addition to the credits FirstEnergy agreed to make towards its affected customers);
- *Pa. PUC, Bureau of Investigation and Enforcement v. Aqua Pa Inc.*, M-2023-3031237 (Opinion and Order entered June 15, 2023) (67 customers had their service terminated following expiration of their 10-day termination notices. The Commission approved a Settlement without modifications, ordering Aqua to pay a \$33,500 civil penalty); and
- *Pa. PUC, Bureau of Investigation and Enforcement v. Duquesne Light Company*, Docket No. M-2023-3037937 (Opinion and Order entered December 7, 2023) (300 customers had their service terminated without being provided the 10 day-written notice as required by the Public Utility Code and Commission Regulations. The utility charged a reconnection fee to 206 of its customers and a security deposit to 64 of its customers as a condition

of restoring service. The Commission approved a Settlement requiring the utility to pay a \$50,000 civil penalty).

I&E Statement in Support at 7-9.⁸

In its Comments, CAUSE-PA identified that the original \$90,000 civil penalty reached in the instant Settlement Agreement amounts to approximately \$22 for each unlawful termination.⁹ CAUSE-PA Comments at 13. As discussed, *supra*, the Commission recently approved a Settlement between I&E and Duquesne Light Company at Docket No. M-2023-3037937, which imposed a \$50,000 civil penalty for the termination of 300 customers, which amounts to approximately \$166 for each unlawful termination.¹⁰ In comparison, as we are modifying the Settlement in this matter by requiring UGI to contribute \$200,000 to its Hardship Fund, Operation Share, in lieu of imposing a civil penalty, this modification reflects the amount of approximately \$50 for each unlawful termination, which more than doubles the originally agreed upon amount by the Parties, yet we find reflects a more fair and reasonable outcome and is in the public interest.¹¹

The tenth and final factor for our consideration is the consideration of any additional factors. 52 Pa. Code § 69.1201(c)(10). In this regard, we agree with the Parties that this Settlement avoids a more protracted and costly litigation that could have produced a similar result. Our modification of the instant Settlement Agreement differs from that proposed by the Parties only as to the elimination of the \$90,000 civil penalty

⁸ The Commission's Law Prosecutory Staff was the predecessor of I&E's Enforcement Division. *See Implementation of Act 129 of 2008; Organization of Bureaus and Offices*, Docket No. M-2008-2071852 (Order entered August 11, 2011).

⁹ \$90,000/3,957 total terminations = \$22.74

¹⁰ \$50,000/300 total terminations = \$166.67

¹¹ \$200,000/3,957 total terminations = \$50.54

and the addition of requiring UGI to contribute \$200,000 to Operation Share. We believe this is appropriate, given the information contained within the Settlement Agreement, Comments, Reply Comments, and *Supplemental Filing*, and supports approval of the Settlement Agreement, as modified, as is in the public interest. Furthermore, approval of the Settlement Agreement, as modified, conserves scarce administrative and judicial resources as compared to litigation that would likely have a result that may be very similar.

Finally, as discussed above, we have modified the Settlement to require UGI to make a \$200,000 contribution to its Hardship Fund, Operation Share. Thus, we note that, in accordance with the provisions of the Settlement Agreement, should either of the Parties wish to withdraw from the Settlement based on this modification, that Party shall provide written notice to the Secretary of the Commission, and all active Parties to this proceeding, of its election to withdraw within twenty (20) business days from the date that this Opinion and Order is entered. Settlement at ¶ 55. Therefore, we shall tentatively approve this Settlement Agreement, as modified, subject to either or both Parties' election to withdraw from the Settlement. In the event that either or both Parties elect to withdraw from the Settlement, as modified, the Joint Petition for Settlement shall be denied and returned to I&E for further action. In the event that I&E and UGI do not elect to withdraw from the modified Settlement, the Joint Petition for Settlement, as modified, shall be approved.

VI. Conclusion

It is the Commission's policy to promote settlements. 52 Pa. Code § 5.231. The Parties' *Supplemental Filing* has now provided the Commission with more information in response to the *October 2025 Order*. This facilitates determination whether this Settlement Agreement is in the public interest. Based upon our review of the information before us, as supplemented, the Commission's Regulations and policy

statements, and the Company's commitments and remedial actions, we conclude that it is prudent, necessary, and in the public interest to modify the Settlement to require UGI to make a \$200,000 contribution to its Hardship Fund, Operation Share, in lieu of a civil penalty. We further conclude that all other provisions of the proposed Settlement should remain intact, finding them to be in the public interest. Accordingly, we shall tentatively approve the Settlement Agreement, as modified, consistent with the discussion above.

THEREFORE,

IT IS ORDERED:

1. That, the Joint Petition for Settlement filed on March 24, 2025, by the Commission's Bureau of Investigation and Enforcement and UGI Utilities Inc. – Gas Division, at Docket No. M-2025-3032708, is tentatively approved, as modified by this Opinion and Order.

2. That the Bureau of Investigation and Enforcement and UGI Utilities Inc. – Gas Division, as Parties to the Joint Petition for Settlement at Docket No. M-2025-3032708, shall have twenty (20) days from the date of entry of this Opinion and Order to provide written notice of such withdrawal to the Secretary of the Commission and all active Parties to this proceeding, in accordance with Paragraph 55 of the Joint Petition for Settlement.

3. That, should the Bureau of Investigation and Enforcement or UGI Utilities Inc. – Gas Division, as parties to the modified Joint Petition for Settlement, elect to withdraw from the modified Settlement pursuant to Ordering Paragraph No. 2, above, the Joint Petition for Settlement shall be disapproved, without further action by this Commission, and this matter shall be returned to the Commission's Bureau of Investigation and Enforcement for further action as deemed appropriate.

4. That, should the Bureau of Investigation and Enforcement and UGI Utilities Inc. – Gas Division, as parties to the modified Joint Petition for Settlement, not elect to withdraw from the modified Settlement, pursuant to Ordering Paragraph No. 2 above, this Tentative Opinion and Order shall become final by operation of law and the Joint Petition for Settlement, as modified, shall be approved.

5. That, to the extent this Tentative Opinion and Order becomes final by operation of law and the Joint Petition for Settlement, as modified, is approved, as set forth in Ordering Paragraph No. 4 above, UGI Utilities Inc. – Gas Division shall make a \$200,000 contribution to its Hardship Fund, Operation Share, within sixty (60) days of the entry date of this Opinion and Order.

6. That UGI Utilities Inc. – Gas Division’s \$200,000 contribution to its Hardship Fund, Operation Share, made in accordance with Ordering Paragraph No. 5, above, shall not be passed through as an additional charge to UGI Utilities Inc. – Gas Division’s customers in Pennsylvania.

7. That, to the extent this Tentative Opinion and Order becomes final by operation of law and the Joint Petition for Settlement, as modified, is approved, as set forth in Ordering Paragraph No. 4, above, then upon fulfillment of the contribution directed to be made in Ordering Paragraph No. 5, above, UGI Utilities Inc. – Gas Division shall file with the Commission a verification acknowledging compliance with that directive, pursuant to 52 Pa. Code § 5.591, within ten (10) days of the contribution being made.

8. That a copy of this Opinion and Order shall be served on the Office of Consumer Advocate and the Coalition for Affordable Utility Services and Energy Efficiency in Pennsylvania.

9. That, to the extent this Tentative Opinion and Order becomes final by operation of law and the Joint Petition for Settlement, as modified, is approved, as set forth in Ordering Paragraph No. 4, above, then upon receipt of the verification acknowledging that the \$200,000 contribution to Operation Share, as required in Ordering Paragraph Nos. 6 and 7, above, has been fulfilled, the above-captioned matter shall be marked closed.

BY THE COMMISSION

A handwritten signature in cursive script, reading "Matthew L. Homsher".

Matthew L. Homsher
Secretary

(SEAL)

ORDER ADOPTED: April 16, 2026

ORDER ENTERED: April 16, 2026