

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Yasiel Pazos Linares	:	
	:	
v.	:	C-2025-3058260
	:	
UGI Utilities, Inc. – Gas Division	:	

INITIAL DECISION

Before
Steven K. Haas
Administrative Law Judge

INTRODUCTION

This Initial Decision denies a formal Complaint because the Complainant failed to prove by a preponderance of the evidence that the utility violated the Pennsylvania Public Utility Code, a Commission regulation or order, or the Company’s Commission-approved tariff.

HISTORY OF THE PROCEEDING

On November 1, 2025, Yasiel Pazos Linares (Complainant or Mr. Linares) filed a formal Complaint (Complaint) against UGI Utilities, Inc. – Gas Division (Company or UGI) with the Pennsylvania Public Utility Commission (Commission) wherein he alleges that UGI improperly shut off gas service to his house. By way of relief, Mr. Linares requests that the matter be investigated and the \$1,973.39 charge to have his service restored be dropped. The Complaint was eServed on UGI on November 3, 2025.

On November 24, 2025, UGI filed an Answer denying that the shut off of gas service was improper. UGI averred that service was legally shut off upon a finding that the meter at the Complainant's house had been tampered with allowing gas to be consumed in the house without registering on the meter. UGI requests that the Complaint be denied in its entirety.

A Telephonic Hearing was conducted in this case on February 27, 2026, with me serving as the Presiding Officer. Mr. Linares appeared *pro se* and testified in support of his Complaint. As Mr. Linares only speaks Spanish, he provided his testimony through a Spanish speaking interpreter. Hayley Wilburn, Esq. appeared on behalf of UGI and presented the testimony of three witnesses who sponsored a total of eight exhibits, all of which were admitted into the record.

The record closed on March 23, 2026, upon my receipt of the hearing transcript.

FINDINGS OF FACT

1. The Complainant is Yasiel Pazos Linares, who resides at 258 Eliot Street, Lancaster, PA 17603 (Service Address). Tr. 9-10, 15.
2. The Respondent is UGI Utilities, Inc. – Gas Division.
3. Natural gas service was established by UGI at the Service Address on November 15, 2017. Tr. 15-16.
4. Natural gas service to the Complainant's house was shut off by UGI on February 4, 2025. Tr. 16, 35.

5. In early 2025, UGI discovered that no usage was being recorded by the meter at the Complainant's house. Tr. 16, 27-28.

6. As a result of the discovery of zero usage, a technician was dispatched to the house to investigate. Tr. 16, 32.

7. The UGI technician determined that the meter had been tampered with in that the Encoder Receiver Transmitter (ERT) device, which measures and transmits usage information back to the Company, had been removed from the meter. Tr. 32-33.

8. With the removal of the ERT device, any consumption at the house would not be recorded by the Company. Tr. 37.

9. The UGI technician returned to the location the next day and removed the meter, thereby terminating gas service to the house. Tr. 35.

10. On February 20, 2025, Mr. Linares called UGI to discuss the removal of the meter. Tr. 19; UGI Ex. 2.

11. Mr. Linares was informed during the February 20 call that the meter was removed because the Company found that it had been tampered with, resulting in unauthorized usage at the house. Tr. 19; UGI Ex. 2.

12. On February 28, 2025, UGI sent a letter to Mr. Linares which indicated that gas service had been shut off because the Company found evidence that the meter had been tampered with. Tr. 19; UGI Ex. 3.

13. The February 28 letter informed Mr. Linares that he would have to pay \$1,971.18 to have gas service restored. Tr. 19; UGI Ex. 3.

14. The amount of \$1,971.18 needed to have service restored is composed of \$1,490.71 in estimated unauthorized gas usage charges, \$107.19 in materials and \$373.28 in labor charges. Tr. 26-27; UGI Ex. 3

15. In calculating the unauthorized gas usage charge Mr. Linares would have to pay to have service restored, UGI estimated the amount of usage that would have occurred at the house during the time that the meter was not registering gas consumption. Tr. 17.

16. In estimating the amount of unauthorized usage, UGI looked at historical consumption in past years during the same time of year when the meter was showing zero usage. Tr. 28; UGI Ex. 8.

17. Mr. Linares never paid UGI the amount of money needed to have his service restored.

18. Pursuant to Rule 6 of UGI's tariff, customers are responsible for the protection of Company equipment on their premises and may not permit unauthorized people to perform any work or alterations on such equipment. UGI Ex. 7.

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).

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).

In his Complaint, Mr. Linares alleges that his gas service was wrongfully shut off and he requests that the amount of \$1,973.39 the company is requiring to restore service be dropped. He testified that the Company is accusing him of tampering with the meter, but that he had nothing to do with the violation. Tr. 10. He stated he did not tamper with the meter. Tr.10. He further testified that he was never notified by the Company that there was a problem with his meter. Tr. 9-10. He argues that he is not responsible for payment of \$1,973.39 for which he is being held responsible to have service restored. Tr. 10.

UGI presented the testimony of three witnesses. The first was Amy Wynn, a Senior Compliance Representative with the company. Ms. Wynn investigates customer disputes and Commission complaints. Tr. 12-13. Ms. Wynn noted that the Service Address at issue in this proceeding is 258 Eliot Street, Lancaster, PA. Tr. 15. She testified that service to this address was established on November 15, 2017, and shut off on February 4, 2025. Tr. 16. She stated that service was shut off because a technician

discovered that the meter had been tampered with while he was investigating zero usage being recorded by the meter. Tr. 16.

In explaining UGI's actions in removing the Complainant's meter, Ms. Wynn referred to UGI Ex. 7, which is a provision of UGI's tariff titled, "Customer's Responsibility for Company's Property," commonly known as Rule 6. UGI Ex. 7. Ms. Wynn testified that, pursuant to Rule 6, upon a determination by Company personnel that a meter was tampered with, the Company may immediately terminate service to the property without notice to the customer. Tr. 17-18; UGI Ex. 7. Ms. Wynn further explained that in order to have service restored after it was shut off following a finding of tampering, the customer must pay; (1) the amount the Company estimates was used during the time that consumption was not being recorded, (2) any repairs or maintenance required, and (3) costs for any necessary inspections, investigations and protective installations. Tr. 17; UGI Ex. 7. Ms. Wynn testified that the Complainant's service was shut off pursuant to these tariff provisions. Tr. 18.

Ms. Wynn stated that UGI was contacted by Mr. Linares on February 20, 2025, at which time it informed him of the reason for the meter removal and that the Company would notify him when it calculated the amount that would need to be paid to have service restored. Tr. 18-19; UGI Ex. 2. Subsequently, by letter dated February 28, 2025, UGI informed him that he would need to pay \$1,971.18 to have service restored. Ms. Wynn explained that this total was composed of \$1,490.71 for unauthorized gas usage, and \$480.47 for labor, material and investigation fees. Tr. 19, 26-27; UGI Ex. 3. She noted that he never paid this amount to have his service restored. Tr. 20.

UGI next presented the testimony of Angie Casiano, a Revenue Protection Billing Representative. Ms. Casiano explained how the Company calculated the amount that Mr. Linares is required to pay to have service restored. She testified that she reviews historical billing on the account and compares it to the actual usage that was billed during

the time period in question. Since there was no usage being recorded on the meter at the Complainant's house, Mr. Linares was billed based on his historical consumption for that time period. Tr. 28; UGI Exs. 7-8.

Lastly, UGI presented the testimony of John Toomey, a Utilities Maintenance Technician. Mr. Toomey is the technician who visited the property to investigate and who ultimately removed the meter. Tr. 32. Mr. Toomey stated that he was dispatched to the Complainant's house when the Company detected that the ERT on the meter at Mr. Linares' house was not working because no usage was being recorded. Tr. 32, 37. He explained that the ERT is the device that sends consumption information back to the Company. Tr. 32. Mr. Toomey testified that if an ERT device is not attached to a meter, the customer can still use gas in the house but the consumption information would not be transmitted back to and recorded by the Company. Tr. 37.

Mr. Toomey testified that he went to the Complainant's house on February 3, 2025, and found the meter under a grill and grill cover. Tr. 32. He stated that the ERT had been removed from the meter. Tr. 32-33. Mr. Toomey took a picture which showed the meter with no ERT device attached. UGI Ex. 6. He returned to his office to review his findings with his supervisor and was instructed to return the next day and remove the meter due to tampering and unauthorized usage. Tr. 34-35. He testified that he explained to a woman at the house why he was removing the meter. Tr. 35.

It is undisputed from the record evidence that upon investigating the Company's discovery that no usage was being recorded for the home of Mr. Linares, it found that the meter on the house had, in fact, been tampered with by the removal of the ERT device, which is the device that sends consumption information back to UGI. Tr. 32-33; UGI Ex. 6. Under such a condition, natural gas may be used at the location without being recorded, allowing the household to receive free gas service. When this condition was discovered, UGI removed the meter and shut off gas service to the house.

The Company subsequently estimated the amount of gas used during the time when usage was not being recorded. It calculated this estimate by looking at historical billing, when gas usage was being recorded, during the same time of year. Tr. 28; UGI Ex. 8. UGI then issued to Mr. Linares a bill containing the amount he would have to pay in order to have his gas service restored. The bill included a charge for the estimated gas usage, plus costs for inspection, investigation and any necessary repairs or parts replacements. Tr. 26-27.

Mr. Linares testified that he did not tamper with the meter at his house and, consequently, he should not have to pay the \$1,971.18 the Company is requiring to restore his service. While this may be true, Mr. Linares has neither alleged nor proven by a preponderance of the evidence that UGI violated the Pennsylvania Public Utility Code, a Commission regulation or order, or the Company's Commission-approved tariff. Ms. Wynn testified that UGI's actions in removing the meter and issuing a bill for the estimated consumption during the time the meter was not recording usage were made pursuant to Rule 6 of the Company's tariff. As explained above, Rule 6 provides, in relevant part: (1) customers are responsible for the protection of the Company's property while the property is on the customer's premises and shall not allow unauthorized people to work on the property; (2) the utility may shut off gas service to the location without notice when it finds evidence that its equipment has been tampered or interfered with; and (3) when a meter has been tampered or interfered with, the customer must pay the amount the Company estimates is due for the service that was used but not registered on the meter, plus costs for investigations, inspections, and any necessary repairs or part replacements, in order to have service restored. The record evidence shows that the Company's actions were in compliance with its tariff.

A public utility's Commission-approved tariff is *prima facie* reasonable, has the full force of law and is binding on the utility and the customer. 66 Pa.C.S. § 316, *Kossmann v. Pa. Pub. Util. Comm'n*, 694 A.2d 1147 (Pa. Cmwlth. 1997); and *Stiteler v.*

Bell Telephone Co. of Pa., 379 A.2d 339 (Pa. Cmwlth. 1977). Mr. Linares failed to prove by a preponderance of the evidence that UGI violated a Commission statute, regulation, order or UGI's tariff. Accordingly, his Complaint against UGI is denied in its entirety.

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the parties and the 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).
5. A public utility's Commission-approved tariff is *prima facie* reasonable, has the full force of law and is binding on the utility and the customer. 66 Pa.C.S. § 316, *Kossmann v. Pa. Pub. Util. Comm'n*, 694 A.2d 1147 (Pa. Cmwlth. 1997)
6. The Complainant failed to carry his burden of proof.

ORDER

THEREFORE,

IT IS ORDERED:

1. That the Formal Complaint of Yasiel Pazos Linares in Yasiel Pazos Linares v. UGI Utilities, Inc. – Gas Division, at Docket No. C-2025-3058260 is dismissed in its entirety.
2. That the Secretary mark this docket closed.

Date: June 15, 2026

/s/
Steven K. Haas
Administrative Law Judge