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February 20, 2018

VIA HAND DELIVERY

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

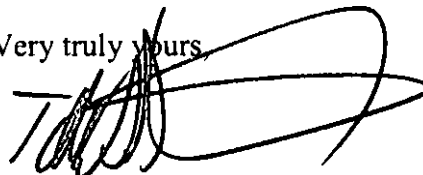
RE: Randall Stewart v. UGI Utilities, Inc. – Gas Division; Docket No. C-2018-2642778;
**ANSWER OF RANDALL STEWART TO PRELIMINARY OBJECTIONS
AND RESPONSE TO NEW MATTER**

Dear Secretary Chiavetta:

Attached for filing with the Commission is the Answer of Randall Stewart to Preliminary Objections and Response to New Matter in the above-captioned proceeding. Copies of this Answer have been served in accordance with the attached Certificate of Service.

Thank you for your attention to this matter. If you have any questions related to this filing, please do not hesitate to contact my office.

Very truly yours,



Todd S. Stewart
Counsel for Randall Stewart

TSS/jld
Attachment
cc: Per Certificate of Service

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Randal Stewart,	:	
Complainant,	:	
	:	
v.	:	Docket No. C-2018-2642778
	:	
UGI Utilities, Inc. – Gas Division,	:	
Respondent.	:	

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**ANSWER OF RANDAL STEWART
TO PRELIMINARY OBJECTIONS
AND RESPONSE TO NEW MATTER**

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

AND NOW comes Randal Stewart (“Complainant”), by and through his counsel, Hawke McKeon & Sniscak, and hereby files his answer to the Preliminary Objections (“P.O.’s”) of UGI Utilities, Inc – Gas Division filed on February 5, 2018 and a Response to New Matter.

By way of background, on January 11, 2018, Randal Stewart filed the above-captioned Formal Complaint, against UGI Utilities, Inc. – Gas Division (“UGI”). In his Complaint, Mr. Stewart addressed the excessive amount of time UGI claimed it would take to switch his natural gas supplier – more than 2 months -- thus depriving him of the benefits of a better price offer from another supplier during the highest usage periods of the year. Mr. Stewart claimed that said delay was unreasonable. On February 5, 2018, Complainant was served with an Answer, containing “New Matter”, Preliminary Objections and a Notice of Appearance of Counsel for UGI.

ANSWER TO NEW MATTER

The “New Matter” section, contrary to its label and the requirements of the Commission’s regulations at 52 Pa. Code § 5.62(b), contains no affirmative defense, and no factual averments. Rather, it contains a legal conclusion that is not properly plead as New Matter. Accordingly, the New Matter section of Respondent’s Answer should be stricken as impertinent matter. In the alternative, the legal conclusions are incorrect, and are thus Denied.

ANSWER TO PRELIMINARY OBJECTIONS

Complainant answers the numbered paragraphs of UGI’s PO’s below.

1. Paragraph 1 contains a statement of law to which no responsive pleading ordinarily is required. However, to the extent that the intention of the paraphrase of the Commission’s Regulations is to imply that Complainant’s pleading is legally insufficient, it is denied.

2. ADMITTED. It is admitted that Mr. Stewart is a distribution customer of UGI.

3. DENIED. The Complaint speaks for itself and any characterization thereof is Denied.

4. DENIED. Complainant is without knowledge or information sufficient to ascertain when UGI received the enrollment information from Dominion Retail. Accordingly, because this fact is material, it is DENIED and strict proof thereof is demanded.

5. ADMITTED in part, DENIED, in part. It is admitted that Complainant received a letter from UGI stating that his choice of natural gas supplier (“NGS”) would not be effectuated until more than two months after he made his selection. It is admitted that Mr. Stewart did not cancel his request to change suppliers. It is Denied that Mr. Stewart’s failure to cancel his choice is in anyway at issue in this matter. Rather, the issue is whether UGI’s taking more than two months to switch suppliers constitutes unreasonable service under 66 Pa. C.S. § 1501, when

considering that the Commission's Regulations require that customers be switched at "the beginning of the first feasible billing period following the 10-day waiting period." 52 Pa. Code § 59.94. UGI's outdated tariff notwithstanding, there simply is no reason a change of suppliers should take more than two months, particularly since UGI, upon information and belief, uses the same computer system for its electricity operations and is required to switch such customers in substantially less time.

6. ADMITTED in part; DENIED in part. It is admitted that UGI's tariff speaks for itself. It is DENIED that said tariff complies with the Commission's Regulations. It is likewise DENIED that UGI's conduct in this case, despite its tariff, complies with 66 Pa. C.S. § 1501, if UGI has the ability to switch customers more rapidly and fails to do so. Likewise, failing to switch customers more quickly, when it has the ability to otherwise do so, subjects those customers to an unreasonable disadvantage, even if those customers are not electricity customers. 66 Pa. C.S. § 1502.

7. DENIED. UGI's characterization of Section 501 of the Public Utility Code ("Code"), 66 Pa. C.S. § 501, and a single case interpreting that section are DENIED – the Code and cases interpreting the Code speak for themselves.

8. Paragraph 8 contains legal conclusions to which responsive pleading is not ordinarily required.

9. Paragraph 9 also contains legal conclusions to which responsive pleading is not required. However, to the extent that the use of emphasis in said conclusion is intended to imply that Mr. Stewart's complaint states "opinion" such implication is denied. To the contrary, Mr. Stewart has alleged that UGI has provided unreasonable and discriminatory service in violation of the Code, and Commission Regulations.

10. DENIED. The Code and the Commission's regulations speak for themselves and it is DENED that UGI's self-serving paraphrase is accurate. The Commission clearly is able to enforce 66 Pa. C.S. §§ 1501 & 1502, as well as 52 Pa. Code § 59.94.

11. DENIED. In ruling on Preliminary Objections, the finder of fact must accept as true all well plead facts in the light most favorable to the non-moving party. UGI's inaccurate and conflated statement of the legal standard is therefore DENIED.

12. DENIED. The legal conclusions in paragraph 12, which are unaccompanied by any analysis purporting to actually show any deficiency in the pleading of facts or statements of law, are Denied. UGI's mere conclusory statement is unavailing. UGI has failed utterly to make any argument, other than stating the conclusion, that Complainant's pleading is legally insufficient and its PO's must be denied with prejudice.

WHEREFORE, Complainant respectfully requests that the New Matter appended to UGI's Answer to the Complaint be stricken and that UGI's Preliminary Objections be Dismissed and/or Denied in their entirety.

Respectfully submitted,



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DATED: February 20, 2018

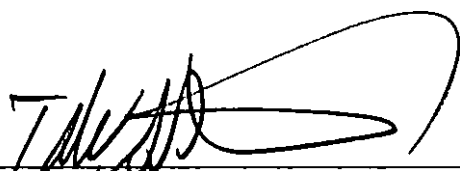
CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the foregoing document upon the parties, listed below, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a party).

VIA ELECTRONIC AND FIRST-CLASS MAIL

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Counsel for UGI Utilities, Inc.

DATED: February 20, 2018



Todd S. Stewart

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