



Todd S. Stewart
Office: 717 236-1300 x242
Direct: 717 703-0806
tsstewart@hmslegal.com

100 North Tenth Street, Harrisburg, PA 17101 Phone: 717.236.1300 Fax: 717.236.4841 www.hmslegal.com

August 2, 2022

VIA ELECTRONIC FILING

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

RE: Sphinx of PA Inc. (Fayez Salib) v. Interstate Gas Supply, Inc. d/b/a IGS Energy;
Docket No. C-2022-3033951; **PRELIMINARY OBJECTIONS OF
INTERSTATE GAS SUPPLY, INC. D/B/A IGS ENERGY TO THE
FORMAL COMPLAINT OF SPHINX OF PA INC.**

Dear Secretary Chiavetta:

Enclosed for filing with the Commission is the Preliminary Objections of Interstate Gas Supply, Inc. d/b/a IGS Energy to the Formal Complaint of Sphinx of PA Inc. (Fayez Salib) in the above-captioned matter. Copies have been served in accordance with the attached Certificate of Service.

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Very truly yours,

Todd S. Stewart
*Counsel for Respondent
Interstate Gas Supply, Inc. d/b/a IGS Energy*

TSS/jld/das
Enclosure
cc: Per Certificate of Service

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

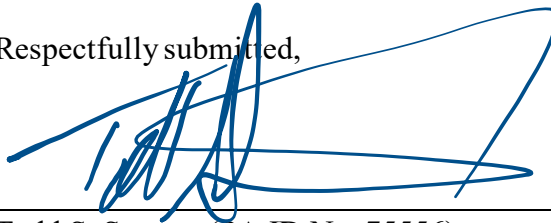
Sphinx of PA Inc. (Fayez Salib)	:	
Complainant,	:	
	:	
v.	:	Docket No. C-2022-3033951
	:	
Interstate Gas Supply, Inc. d/b/a IGS Energy,	:	
Respondent.	:	

NOTICE TO PLEAD

You are hereby advised that, pursuant to 52 Pa. Code § 5.61, you may file a response within ten (10) days of the attached preliminary objections. Any response must be filed with the Secretary of the Pennsylvania Public Utility Commission, with a copy served to counsel for Interstate Gas Supply, Inc. d/b/a IGS Energy, and where applicable, the Administrative Law Judge presiding over the issue.

File with:
Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, Second Floor
Harrisburg, PA 17120

Respectfully submitted,



Todd S. Stewart (PA ID No. 75556)
Hawke, McKeon & Sniscak LLP
100 North Tenth Street
Harrisburg, PA 17101
Tel: (717) 236-1300
tsstewart@hmslegal.com

Dated: August 2, 2022

*Counsel for Respondent Interstate Gas Supply, Inc.
d/b/a IGS Energy*

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Sphinx of PA Inc. (Fayez Salib)	:	
Complainant,	:	
	:	
v.	:	Docket No. C-2022-3033951
	:	
Interstate Gas Supply, Inc. d/b/a IGS Energy,	:	
Respondent.	:	

**PRELIMINARY OBJECTIONS OF INTERSTATE GAS SUPPLY, INC.
TO FORMAL COMPLAINT**

NOW COMES Interstate Gas Supply, Inc. d/b/a IGS Energy (“IGS”), by and through its counsel, Hawke McKeon & Sniscak, LLP, and hereby preliminarily objects to the Formal Complaint of Sphinx of PA, Inc. (“Complainant”) at the above docket, pursuant to 52 Pa. Code § 5.101(4). The legal basis of the Preliminary Objections is that the Complaint is legally insufficient because it requests compensation in the form of contract damages or refunds calculated as the difference between what Sphinx PA, Inc. paid for the electric generation supply service it received from IGS between March 2022 and June 2022 and some other, non-disclosed amount. As discussed below, The Pennsylvania Public Utility Commission (“Commission”) is not statutorily authorized to award damages¹, nor can it require an EGS such as IGS to pay refunds.² The Complaint also is legally insufficient in that it does not allege that IGS has engaged in “an act or thing done or omitted to be done or about to be done or omitted to be done by the respondent in

¹ *Terminato v. Pa. National Insurance Co.*, 645 A.2d 1287 (Pa. 1994); *Elkin v. Bell Telephone Co.*, 420 A.2d 371 (Pa. 1980); *Feingold v. Bell Tel. Co. of Pa.*, 383 A.2d 791 (Pa. 1977); *Ostrov v. I.F.T., Inc.*, 586 A.2d 409 (Pa. Super. 1991); *Poorbaugh v. Pa. Pub. Util. Comm’n*, 666 A.2d 744 (Pa. Cmwlth. 1995).

² *Blue Pilot Energy v. Pa. Pub. Util. Comm’n*; 241 A.3rd 1254, 1268 (Pa. Cmwlth. 2020).

violation, or claimed violation, of a statute which the Commission has jurisdiction to administer, or of a regulation or order of the Commission.” 52 Pa. Code § 5.22(a)(4). That is, Complainant suggests that its bills must be “readjusted and the difference refunded to me”, but states no legal theory or basis contending an underlying violation of statute or regulation that would prompt the assertion that the bills require adjustment, or any other authority upon which the adjustment of Complainant’s bills would be based. In support of its Preliminary Objections, IGS states and avers as follows:

I. The Complaint seeks Damages and/or Refunds Which the Commission Cannot Award

1. The Complainant requests to be compensated for rates that it paid during May 2022 and June 2022. (Complaint ¶ 5). The damages and/or refunds the Complaint seeks apparently would result from a calculation of the difference between some rate that complainant believes it should have been charged, versus what Complainant was charged under the contract with IGS. The Complaint is lacking, however on explaining the basis for the proposed readjusted rates.

2. The law is clear that the Commission lacks the statutory authority to award damages.³ The law also is clear that the Commission cannot require suppliers to pay refunds to customers.⁴ There simply is no legal basis for the award of damages or refunds to Complainant.

3. Accordingly, any claims in the form of seeking such damages or refunds must be dismissed and stricken from the Complaint as they are beyond authority of the Commission to award.

³ *Terminato*.

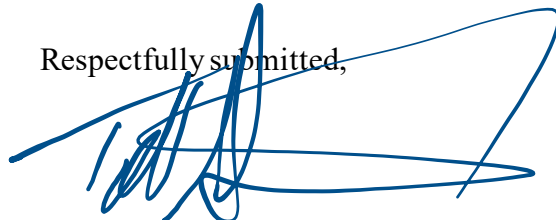
⁴ *Blue Pilot*.

II. The Complaint Claims no Violation of Law as a Basis for the Relief it Seeks and is thus Legally Insufficient.

4. Not only does the Complaint seek damages and/or refunds that are beyond the scope of the Commission's authority, but it also fails to articulate any reason why such damages or refunds should be required. That is, the Complaint does not allege any basis, any alleged violation of some statutory or regulatory requirement that would serve as the legal foundation for its compensation demands. The Complaint does make allegations regarding service, particularly regarding Complainant's inability to contact Respondent, that are denied in the Answer. However, the remedy for such service complaints, if they were true, which they are not, would be some sanction for the bad service, not the award of refunds for amounts lawfully charged under the contract. By failing to articulate some basis under which the Complainant would be entitled to refunds, which the Commission can nonetheless not award, the Complaint is legally insufficient.

WHEREFORE, IGS respectfully requests that the Commission or Presiding Officer, grant its Preliminary Objections with regard to the Complaint's request for refunds and/or damages and strike those portions of the Complaint.

Respectfully submitted,



Todd S. Stewart (PA ID No. 75556)
Hawke, McKeon & Sniscak LLP
100 North Tenth Street
Harrisburg, PA 17101
Tel: (717) 236-1300
tsstewart@hmslegal.com

Dated: August 2, 2022

Counsel for Respondent Interstate Gas Supply, Inc. d/b/a IGS Energy

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

Sphinx of PA Inc. (Fayez Salib)
1004 Wesley Drive
Mechanicsburg, PA 17055
fayezfares@hotmail.com

Sphinx of PA Inc. (Fayez Salib)
812 Tavistock Road
Mechanicsburg, PA 17050



Todd S. Stewart

Dated: August 2, 2022