

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Doug Wilson	:	
	:	
v.	:	C-2024-3047554
	:	C-2024-3047576
Frontier Utilities Northeast LLC	:	
UGI Utilities, Inc. – Gas Division	:	

**ORDER**  
**GRANTING PRELIMINARY OBJECTIONS**

On March 18, 2024, Doug Wilson (Mr. Wilson or Complainant) filed a Formal Complaint against Frontier Utilities Northeast LLC (Frontier) regarding his Frontier account ending in 7199. The Formal Complaint was served on March 19, 2024 and docketed at C-2024-3047554. In his Complaint, Mr. Wilson states that he signed up for gas supply with Frontier on April 12, 2023. Mr. Wilson states that he called Frontier on December 23, 2023 to cancel his account, and he was told by a Frontier representative that it would take up to two billing cycles. Mr. Wilson states that he received an e-mail from Frontier on February 22, 2024, stating that his contract was almost up. Mr. Wilson states that he called Frontier on February 26, 2024 to ask why the account still had not been canceled, and he was told by a Frontier representative that UGI refused to cancel Mr. Wilson’s Frontier account. Mr. Wilson avers that he was then called on February 28, 2024 by a Frontier representative who explained that UGI refused to allow him to cancel his Frontier account. Mr. Wilson states that he sent cancellation letters to Frontier by e-mail and USPS first class mail on February 29, 2024, and has not yet received a response. As relief, Mr. Wilson requests that his Frontier account ending in 7199 be cancelled immediately and be refunded the difference of the Frontier rate and the UGI rate for the three billing cycles after the cancellation request date of December 12, 2023. He also requests compensation of \$200 for the four hours he states he has spent on this matter.

On April 8, 2024, Frontier filed an answer and new matter to Mr. Wilson's Complaint at docket number C-2024-3047554. Frontier's answer and new matter included a notice to plead regarding the new matter. Frontier states that it received Mr. Wilson's enrollment on April 21, 2023. Frontier denies that Mr. Wilson contacted Frontier on December 23, 2023. Instead, Frontier avers that Mr. Wilson contacted Frontier on December 12, 2023, and requested that his service be returned to UGI's default service. Frontier states that it submitted the request to UGI on December 12, 2023, but the request was rejected by UGI. Frontier admits that Mr. Wilson received a marketing e-mail from Frontier on February 22, 2024. Frontier also admits that Complainant contacted Frontier on February 26, 2024 and Complainant was contacted by Frontier on February 28, 2024 regarding the status of Mr. Wilson's request to be returned to UGI's default service. Frontier states that it submitted a third drop request to UGI on February 28, 2024, which was accepted by UGI. Frontier states that it provided service to Complainant until April 4, 2024 as determined by UGI. Frontier denies that Mr. Wilson sent cancellation letters via e-mail and USPS first class mail on February 29, 2024. Instead, Frontier states that it received Complainant's letter by e-mail on February 28, 2024. Frontier denies that Complainant did not receive a response from Frontier where, as of April 4, 2024, Mr. Wilson's account was returned to UGI as determined by UGI. In both its answer and new matter, Frontier denies that the Commission has authority to direct Frontier to issue a refund,<sup>1</sup> and denies that the Commission is empowered to order Frontier to issue Complainant compensation of \$200. No response to Frontier's new matter has been filed.

On April 8, 2024, UGI Utilities, Inc. – Gas Division (UGI) filed an answer to Mr. Wilson's Complaint at docket number C-2024-3047554. UGI admits that Mr. Wilson received natural gas supply service from Frontier from June 6, 2023 to April 4, 2024. However, UGI denies that it refused to allow Complainant to cancel an account with Frontier. UGI avers that it received drop requests from Frontier on December 12, 2023 and February 27, 2024 that were incomplete and missing necessary information. As a result, both of the requests were rejected and Frontier was notified that the requests were not processed. UGI states that on February 28,

---

<sup>1</sup> Frontier states that, despite this assertion, it has refunded Complainant the difference between Complainant's contract rate and UGI's price to compare rate for the billing cycles from December 12, 2023 to April 4, 2024.

2024, it received a fully complete request that Mr. Wilson had elected to drop natural gas supply service from Frontier. Thereafter, UGI notified the Complainant by letter dated February 29, 2024, that he would begin receiving natural gas supply service from UGI's default service on April 4, 2024, his regularly scheduled meter reading date for that month. UGI avers that it acted promptly, within a reasonable and prudent timeline, and consistent with its Choice program rules to switch Complainant's service upon notice from Frontier.

Also on April 8, 2024, UGI filed preliminary objections to Mr. Wilson's Complaint at docket number C-2024-3047554. UGI's preliminary objections included a notice to plead. UGI's preliminary objections request that the portion of Mr. Wilson's Complaint requesting monetary damages, i.e., to receive compensation of \$200, be dismissed pursuant to 52 Pa. Code § 5.101(a)(2) because a request for damages constitutes impertinent matter. No response to UGI's preliminary objections has been filed.

On March 19, 2024, Mr. Wilson filed a Formal Complaint against Frontier regarding his Frontier account ending in 7201. The Formal Complaint was served on March 19, 2024 and docketed at C-2024-3047576. In his Complaint, Mr. Wilson states that he signed up for gas supply with Frontier on April 12, 2023. Mr. Wilson states that he called Frontier on December 23, 2023 to cancel his account, and he was told by a Frontier representative that it would take up to two billing cycles. Mr. Wilson states that he received an e-mail from Frontier on February 22, 2024, stating that his contract was almost up. Mr. Wilson states that he called Frontier on February 26, 2024 to ask why the account still had not been canceled, and he was told by a Frontier representative that UGI refused to cancel Mr. Wilson's Frontier account. Mr. Wilson avers that he was then called on February 28, 2024 by a Frontier representative who explained that UGI refused to allow him to cancel his Frontier account. Mr. Wilson states that he sent cancellation letters to Frontier by e-mail and USPS first class mail on February 29, 2024, and has not yet received a response. As relief, Mr. Wilson requests that his Frontier account ending in 7201 be cancelled immediately and be refunded the difference of the Frontier rate and the UGI rate for the three billing cycles after the cancellation request date of December 12, 2023. He also requests compensation of \$200 for the four hours he states he has spent on this matter.

On April 8, 2024, Frontier filed an answer and new matter to Mr. Wilson's Complaint at docket number C-2024-3047576. Frontier's answer and new matter included a notice to plead regarding the new matter. Frontier states that it received Mr. Wilson's enrollment on April 21, 2023. Frontier denies that Mr. Wilson contacted Frontier on December 23, 2023. Instead, Frontier avers that Mr. Wilson contacted Frontier on December 12, 2023, and requested that his service be returned to UGI's default service. Frontier states that it submitted the request to UGI on December 12, 2023, but the request was rejected by UGI. Frontier admits that Mr. Wilson received a marketing e-mail from Frontier on February 22, 2024. Frontier also admits that Complainant contacted Frontier on February 26, 2024 and Complainant was contacted by Frontier on February 28, 2024 regarding the status of Mr. Wilson's request to be returned to UGI's default service. Frontier states that it submitted a third drop request to UGI on February 28, 2024, which was accepted by UGI. Frontier states that it provided service to Complainant until April 4, 2024 as determined by UGI. Frontier denies that Mr. Wilson sent cancellation letters via e-mail and USPS first class mail on February 29, 2024. Instead, Frontier states that it received Complainant's letter by e-mail on February 28, 2024. Frontier denies that Complainant did not receive a response from Frontier where, as of April 4, 2024, Mr. Wilson's account was returned to UGI as determined by UGI. In both its answer and new matter, Frontier denies that the Commission has authority to direct Frontier to issue a refund,<sup>2</sup> and denies that the Commission is empowered to order Frontier to issue Complainant compensation of \$200. No response to Frontier's new matter has been filed.

On May 22, 2024, the Commission issued motion judge assignments at both docket numbers C-2024-3047554 and C-2024-3047576, assigning me as the presiding officer to both proceedings. On May 29, 2024, I issued an order, granting UGI's preliminary objections filed at docket number C-2024-3047554, consolidating the proceedings at docket numbers C-2024-3047554 and C-2024-3047576, and joining UGI to docket number C-2024-3047576 as an indispensable party.

---

<sup>2</sup> Frontier states that, despite this assertion, it has refunded Complainant the difference between Complainant's contract rate and UGI's price to compare rate for the billing cycles from December 12, 2023 to April 4, 2024.

On June 18, 2024, UGI filed an answer to Mr. Wilson's Complaint at docket number C-2024-3047576. UGI admits that Mr. Wilson received natural gas supply service from Frontier from June 6, 2023 to April 4, 2024. However, UGI denies that it refused to allow Complainant to cancel an account with Frontier. UGI avers that it received drop requests from Frontier on December 12, 2023 and February 27, 2024 that were incomplete and missing necessary information. As a result, both of the requests were rejected and Frontier was notified that the requests were not processed. UGI states that on February 28, 2024, it received a fully complete request that Mr. Wilson had elected to drop natural gas supply service from Frontier. Thereafter, UGI notified the Complainant by letter dated February 29, 2024, that he would begin receiving natural gas supply service from UGI's default service on April 4, 2024, his regularly scheduled meter reading date for that month. UGI avers that it acted promptly, within a reasonable and prudent timeline, and consistent with its Choice program rules to switch Complainant's service upon notice from Frontier.

Also on June 18, 2024, UGI filed preliminary objections to Mr. Wilson's Complaint at docket number C-2024-3047576. UGI's preliminary objections included a notice to plead. UGI's preliminary objections request that the portion of Mr. Wilson's Complaint requesting monetary damages, i.e., to receive compensation of \$200, be dismissed pursuant to 52 Pa. Code § 5.101(a)(2) because a request for damages constitutes impertinent matter. No response to UGI's preliminary objections has been filed.

UGI's preliminary objections filed at docket number C-2024-3047576 are now ready for disposition, and they will be granted as stated below. The request for monetary damages, i.e., compensation of \$200, will be stricken from the Formal Complaint at docket number C-2024-3047576. Further, consistent with the below discussion, Mr. Wilson is advised he will be prohibited from introducing at an evidentiary hearing any testimony or exhibits for the purpose of recouping alleged monetary damages regarding his Complaint.

Section 5.101 of the Commission's Rules of Administrative Practice and Procedure provides for the filing of preliminary objections. 52 Pa. Code § 5.101. Commission preliminary objection practice is comparable to Pennsylvania civil practice respecting the filing

of preliminary objections. *Equitable Small Transportation Intervenors v. Equitable Gas Company*, 1994 Pa PUC LEXIS 69, Docket No. C-00935435 (July 18, 1994) (*Equitable*).

Section 5.101(a) provides:

(a) *Grounds*. Preliminary objections are available to parties and may be filed in response to a pleading except motions and prior preliminary objections. Preliminary objections must be accompanied by a notice to plead, must state specifically the legal and factual grounds relied upon and be limited to the following:

- (1) Lack of Commission jurisdiction or improper service of the pleading initiating the proceeding.
- (2) Failure of a pleading to conform to this chapter or the inclusion of scandalous or impertinent matter.
- (3) Insufficient specificity of a pleading.
- (4) Legal insufficiency of a pleading.
- (5) Lack of capacity to sue, nonjoinder of a necessary party or misjoinder of a cause of action.
- (6) Pendency of a prior proceeding or agreement for alternative dispute resolution.
- (7) Standing of a party to participate in a proceeding.

52 Pa. Code § 5.101(a)(1)-(7).

For purposes of disposing of preliminary objections, the Commission must accept as true all well pleaded, material facts of the nonmoving party, as well as every reasonable inference from those facts. *Cnty. of Allegheny v. Commw. of Pa.*, 490 A.2d 402 (Pa. 1985); *Commw. of Pa. v. Bell Telephone Co. of Pa.*, 551 A.2d 602 (Pa. Cmwlth. 1988). The Commission must view the complaint in this case in the light most favorable to Mr. Wilson and should dismiss the complaint only if it appears that Mr. Wilson would not be entitled to relief under any circumstances as a matter of law. *Equitable, supra*; see also, *Interstate Traveler Services, Inc. v. Commw., Dept. of Env't Res.*, 406 A.2d 1020 (Pa. 1979).

In this case, Mr. Wilson alleges that his request for his natural gas supply service to be transferred from Frontier to UGI was improperly processed and, as relief, he requests to be refunded the difference between the Frontier rate and the UGI rate for the three billing cycles after the cancellation request date of December 12, 2023, as well as compensation of \$200 for the four hours he states he has spent on this matter.

UGI's preliminary objections will be granted because, even when accepting as true all well pleaded material facts, as well as every reasonable inference from those facts, and viewing the Formal Complaint in the light most favorable Mr. Wilson, it is clear that the Commission lacks jurisdiction to award monetary damages, i.e., the requested compensation of \$200.

It is well settled that the Commission may not exceed its jurisdiction and must act within it. *City of Pittsburgh v. Pa. Pub. Util. Comm'n.*, 43 A.2d 348 (Pa. Super 1945). Jurisdiction may not be conferred by the parties where none exists. *Roberts v. Martorano*, 235 A.2d 602 (Pa. 1967). Subject matter jurisdiction is a prerequisite to the exercise of the power to decide a controversy. *Hughes v. Pa. State Police*, 619 A.2d 390 (Pa. Cmwlt 1992). As a creation of the legislature, the Commission possesses only the authority that the state legislature has specifically granted to it in the Public Utility Code. 66 Pa. C.S. §§ 101, *et seq.* Its jurisdiction must arise from the express language of the pertinent enabling legislation or by strong and necessary implication therefrom. *Feingold v. Bell*, 383 A.2d 791 (Pa. 1977). The statutory array of Commission remedial and enforcement powers does not include the power to award damages to a private litigant for breach of contract by a public utility. *Id.* at 794.

As a result, to the extent Mr. Wilson requests that the Commission award monetary damages, such a claim is impertinent to this proceeding. UGI's preliminary objections will be granted regarding Mr. Wilson's request for monetary damages. When accepting as true all well pleaded material facts in the complaint, as well as every reasonable inference from those facts, and viewing the Formal Complaint in this case in the light most favorable to Mr. Wilson, it is clear that Mr. Wilson is not entitled to monetary damages from this Commission under any circumstances as a matter of law. Mr. Wilson's request for monetary damages will be stricken

from the Formal Complaint at docket number C-2024-3047576 because it is an impertinent matter. 52 Pa. Code § 5.101(a)(2).

In the interim, the parties are reminded that Commission policy promotes settlements. 52 Pa. Code §5.231(a). The parties are encouraged to commence settlement discussions amongst themselves for this proceeding as early as possible. Even if the parties are unable to settle this case, they may still resolve some of the questions or issues during their discussions. If the parties reach an agreement on all issues, a formal hearing will not be necessary. The parties are also reminded that the presiding officer may participate in settlement discussions upon agreement of all parties. 52 Pa.Code § 5.223(c); *see also*, 52 Pa.Code § 5.231(c).

ORDER

THEREFORE,

IT IS ORDERED:

1. That the preliminary objections filed by UGI Utilities, Inc. – Gas Division at Docket Number C-2024-3047576 on June 18, 2024 are hereby granted consistent with this order;
2. That the request for monetary damages contained in the Formal Complaint filed by Doug Wilson at Docket Number C-2024-3047576 is stricken;
3. That, at an evidentiary hearing, introduction of testimony or exhibits for the purpose of recouping alleged monetary damages is prohibited;

4. That this consolidated proceeding will be scheduled for an evidentiary hearing.

Date: July 10, 2024

\_\_\_\_\_/s/\_\_\_\_\_  
John M. Coogan  
Administrative Law Judge

**C-2024-3047554 AND C-2024-3047576 - DOUG WILSON v. FRONTIER UTILITIES  
NORTHEAST LLC AND UGI UTILITIES INCORPORATED**

DOUG WILSON  
3817 CONESTOGA RD  
CAMP HILL PA 17011  
doug@looscanons.com  
Accepts eService

BRYCE R BEARD ATTORNEY  
ECKERT SEAMANS CHERIN & MELLOTT LLC  
213 MARKET STREET 8TH FLOOR  
HARRISBURG PA 17101  
**717.237.6041**  
**717.858.3339**  
bbeard@eckertseamans.com  
Accepts eService  
*(Counsel represents Frontier Utilities Northeast LLC)*

PETER J KRAMER ESQUIRE  
POST & SCHELL  
THREE LOGAN SQUARE  
1717 ARCH STREET 24TH FLOOR  
PHILADELPHIA PA 19103  
**215.587.1075**  
**215.587.1444**  
pkramer@postschell.com  
Accepts eService  
*(Counsel represents UGI Utilities Incorporated)*

DEVIN T RYAN ESQUIRE  
MEGAN E RULLI ESQUIRE  
POST AND SCHELL PC  
17 N 2ND ST 12TH FL  
HARRISBURG PA 17101-1601  
**717.612.6052**  
**717.612.6012**  
**717.731.1970**  
dryan@postschell.com  
Accepts eService  
*(Counsel represents UGI Utilities Incorporated)*