

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Norris Hammond	:	
	:	
v.	:	F-2025-3055605
	:	
UGI Utilities, Inc.- Gas Division	:	

**INTERIM ORDER
GRANTING RESPONDENT’S PRELIMINARY OBJECTION**

On May 27, 2025, Complainant filed a Formal Complaint (Complaint) with the Pennsylvania Public Utility Commission (Commission), using the Formal Complaint form.¹ Regarding the reason for his complaint, he checked a box indicating UGI Utilities, Inc.-Gas Division (UGI or Respondent) was threatening to shut off or did shut off his service, and he checked the “Other” box, writing,

UGI disconnected service without providing a signed service agreement, a full billing history, or verification of debt ownership. The complainant never signed any contract, and all demands for documentation and debt verification (Including set-off notices) were ignored.

Complaint ¶ 4. As relief, Complainant indicated he wanted immediate restoration of gas service, investigation into “the alleged “\$3,637.73 debt,” complete itemized billing records from November 2024, production of any signed contract and “proper application of the previously submitted set-off in accordance with UCC and other applicable rights.” Complaint ¶ 5. Complainant further stated, in part, as follows:

While I authorized service to be started in my name, I was never provided with or signed any service contract. UGI has not presented a valid contract or any written agreement showing that

¹ Complainant’s Complaint is a timely appeal of an informal complaint filed at Bureau of Consumer Services (BCS) Number 4062340 and is considered here *de novo*. 52 Pa. Code § 56.173 (a).

I agreed to the charges or terms they claim are binding. Additionally, UGI has failed to provide an itemized billing history showing how the alleged amount was calculated. I have sent multiple formal notices disputing the debt, requesting validation under UCC provisions.

Complaint ¶ 7c.

In the “additional space” section of his Formal Complaint, Mr. Hammond also cited violation of “UCC” and “consumer protection laws,” and alleged “securities implications.” Mr. Hammond asserted in his Complaint that he wanted to be served by the Commission via first-class mail using the address provided in the Complaint. Complaint ¶ 9.

On June 26, 2025, Respondent filed an Answer to the Complaint. In its Answer, Respondent admitted that Complainant’s service was terminated on May 5, 2025, without providing Mr. Hammond a signed service agreement, a full billing history, or verification of debt ownership. Respondent further admitted Mr. Hammond did not sign a written contract with Respondent. UGI denied that the execution of a written contract was required for Complainant to receive service. UGI further reported Complainant had been provided with detailed monthly bills and that he was sent correspondence that explained acceptable types of payment. Respondent further alleged Complainant had an outstanding balance (as of the date the Answer was filed) of \$2,400.77, including \$2,327.77 in arrears.

Also on June 26, 2025, Respondent filed a Preliminary Objection, requesting that portions of Mr. Hammond’s Complaint be dismissed with prejudice. In the Preliminary Objection, UGI argued the Commission lacks subject matter jurisdiction over matters arising under the Uniform Commercial Code (UCC) and noted that Mr. Hammond’s Complaint requests the Commission make determinations in accordance with the UCC. Respondent asserts Complainant requests the Commission determine the proper application of a “set-off” in accordance with the UCC, and that Complainant reports UGI failed to respond to him in relation to requests made under UCC provisions. Respondent’s Preliminary Objection included a Notice to Plead pursuant to 52 Pa. Code §5.101.

Mr. Hammond did not file a response to the Notice to Plead.

On July 30, 2025, the Commission issued a Motion Judge Assignment assigning this matter to me for resolution of the Preliminary Objection.

It is now appropriate to rule on the Preliminary Objection.

Discussion

Commission regulations permit the filing of preliminary objections. 52 Pa.Code §§ 5.101(a)(1)-(7). Preliminary objection practice before the Commission is similar to Pennsylvania civil practice respecting preliminary objections. *Equitable Small Transportation Intervenors v. Equitable Gas Company*, 1994 Pa. PUC LEXIS 69, Docket No. C-00935435 (July 18, 1994).

Commission regulations provide as follows:

§ 5.101. Preliminary objections.

(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 the proceeding.

52 Pa.Code § 5.101.

In deciding preliminary objections, the Commission must determine whether, based on well-pleaded factual averments of the Complainant, recovery or relief is possible. *Dep't of Auditor General, et al v. SERS, et al.*, 836 A.2d 1053, 1064 (Pa.Cmwlt. 2003); *P.J.S. v. Pa. State Ethics Comm'n*, 669 A.2d 1105, 1108 (Pa.Cmwlt. 1996). Any doubt must be resolved in favor of the non-moving party by refusing to sustain the preliminary objections. *Boyd v. Ward*, 802 A.2d 705, 707 (Pa.Cmwlt. 2002). All of the non-moving party's averments in the complaint must be viewed as true for purposes of deciding the preliminary objections, and only those facts specifically admitted may be considered against the non-moving party. *Ridge v. State Employees' Retirement Bd.*, 690 A.2d 1312, 1314 (Pa.Cmwlt. 1997).

A preliminary objection can be granted only if recovery or relief is not possible after all of the Complainant's averments in the complaint are viewed as true for purposes of deciding the preliminary objection, using only those facts specifically admitted.

In the present case, UGI asserts that the Commission lacks jurisdiction, specifically in relation to Complainant's requests for relief under the UCC.

A complainant seeking relief from the Commission has the burden of proof to establish that a utility has violated the Public Utility Code, the Commission's regulations, or an outstanding order of the Commission. 66 Pa.C.S. § 701. The Commission has exclusive jurisdiction to determine the reasonableness, adequacy and sufficient of a public utility's services and facilities. *Elkin v. Bell of Pa.*, 420 A. 2d 371 (Pa. 1980). The Commission cannot exceed its jurisdiction and must act within the jurisdiction established for the Commission. *City of Pittsburgh v. Pa. Pub. Util. Comm'n*, 43 A.2d 348 (Pa. Super. 1945). Jurisdiction may be conferred by the legislature but may not be conferred by the parties where the legislature has not

conferred jurisdiction previously. *Roberts v. Martorano*, 235 A.2d 602 (1967). The Commission has initial jurisdiction over “matters involving the reasonableness, adequacy or sufficiency of a public utility’s service, facilities or rates.” *DeFrancesco v. Western Pa. Water Co.*, 435 A.2d 614, 616 (Pa. Super. 1981), *vacated and remanded on other grounds*, 435 A.2d 595 (1982). 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 (1992). The Commission lacks jurisdiction over federal statutes or regulations.

Mr. Hammond made specific allegations that UGI violated the UCC. The UCC is a uniform act relating to commercial transactions. The UCC is not part of the Public Utility Code, and it is not governed by the Commission. Neither the Commission nor this ALJ has jurisdiction over allegations of UCC violations. Based on the foregoing, Respondent’s Preliminary Objection is granted with regard to the Complainant’s requests for relief under the UCC. Complainant’s requests for relief under the UCC are struck from the Complaint.

Although the Complainant requested relief under the UCC, he also made allegations indicating UGI may have failed to provide reasonable and adequate service. Therefore, while UGI’s Preliminary Objection regarding the portion of the Complaint that relates to UCC violations is granted, the remaining issues raised still must be addressed.

The remaining claims raised in the Complaint are appropriate to move forward at this stage of the litigation, and this matter will be set for an evidentiary hearing. At the hearing, Mr. Hammond will have the burden of presenting substantial evidence that UGI violated a regulation, statute, tariff provision or order over which the Commission has authority.

THEREFORE,

IT IS ORDERED:

1. That the Preliminary Objection filed by UGI against the Formal Complaint filed by Norris Hammond at Docket Number F-2025-3055605 is granted, such that the portions of the

Complainant's Formal Complaint at Docket Number F-2025-3055605 requesting relief under the Uniform Commercial Code are struck from the Complaint.

2. That this matter shall be scheduled for an evidentiary hearing.

Date: August 7, 2025

/s/
Ann Quimby
Administrative Law Judge

F-2025-3055605 - NORRIS HAMMOND v. UGI UTILITIES, INC – GAS DIVISION

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