

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

JENIQUA BRADLEY

650 CORNELL COURT # 204

HARRISBURG, PENNSYLVANIA

v.

F-2024-3052211

UGI UTILITIES, INC – GAS DIVISION

1 UGI DRIVE

DENVER PA 17517

EXCEPTIONS OF JENIQUA BRADLEY - COMPLAINANT

The Complainant, JENIQUA BRADLEY submits these exceptions to the Initial Decision as follows:

1. Under the Supremacy Clause of the Constitution, the Pennsylvania Public Utility Commission cannot base its decisions outside of State or Federal law. Pursuant to Title 66 § 102; § 501; Title 52 § 1.2; § 69.2 it is the responsibility of the Commission to ensure that UGI complies with the laws of the Commonwealth and of the United States. Complainant requests relevant Title 66/Title 52 statute/law or code that supports this decision. (Exception Page 1 Introduction)
2. An application was provided to UGI, this application is the security collateral that funded the account and is prepayment for all obligations due. This is a lawful deposit to UGI under the Federal Reserve Act, Truth in Lending, and **Title 66 § 1305**. Pursuant to Title 66, **Any deposit** made by any domestic consumer, under the provisions of this section or under any repealed statute supplied by this part, **shall be returned with any interest due** thereon to the consumer making such deposit when he shall have paid undisputed bills for service over a period of 12 consecutive months.(Exception to Initial Decision Page 6 # 8)
3. Respondent may not require a security deposit, but they did accept the security collateral supplied by the Complainant for value as they opened the account in question. Pursuant to **Title 66 § 102** Every individual, or joint fare, toll, charge, rental, or other compensation **whatsoever** of any public utility, or contract carrier by motor vehicle, made, demanded, or received for any service within this part, offered, rendered, or furnished by such public utility, or contract carrier by motor vehicle, **whether in currency, legal tender, or evidence thereof, in kind, in services or in any other medium or manner whatsoever**, and whether received directly or indirectly, and any rules, regulations, practices, classifications or

contracts affecting any such compensation, charge, fare, toll, or rental. (Exception to Page 6 #9 and #10.)

4. As Respondent is issuing instruments to Complainant with a monetary value and listing Complainant as payee, these are certified checks and a valid form of payment. This is testimony supplied by Complainant on record and suppressed as checks are defined in PA Title 13. Complainant also questioned witness as to orders and checks and witness was instructed not to answer. If Commission is to prevent a biased decision and remain impartial when it comes to the subject of checks, they must strike any testimony about checks as a form of payment and if and when submitted by Complainant or allow for Title 13 when necessary. Pursuant to Title 52 § 56.94 Respondent is in dishonor as it pertains to presentments made by Complainant. (Exception to Page 6 #13 and Page 7 #15)
5. Respondent has received consideration from the Complainant under **Title 66 § 1901 (c) Assumption of securities defined**. Assumption of securities includes any act of a public utility assuming primary or contingent liability for the payment of any dividends upon any stocks or of any principal or interest of any indebtedness, created or incurred by any other person or corporation. The Complainant has come to the Commission for remedy under **Title 66 § 1904**, In addition to any other penalty provided in this part for any violation of this chapter, the commission, after due consideration of the public interest, may declare void any securities issued, or any assumption of securities made in violation of this chapter. Any such declaration shall not be construed as a bar to the recovery, by an innocent holder-for-value of such securities, of any losses sustained by reason of the wrongful acts of the issuing or assuming public utility. (Exception Page 6 #7, # 8 and #10).
6. Complainant has provided statute and section in Title 66 throughout the complaint process and these statutes comply with State and Federal law mentioned. The Commission does have the power to adjudicate a dispute under Title 66, Complainant has just reinforced for the record these are lawful claims. (Exception to Page 9 Burden of Proof)
7. Respondent does not deny an application was provided, that an endorsed instrument was mailed, that instructions were given for the account. These are the facts the Commission as impartial third party is to consider when determining reasonable actions of the Respondent and Burden of Proof. No mention of emailed Title 66 statutes was considered in this Initial Decision. Under Title 66 prepayment was provided to Respondent and compensation was received for services rendered as defined by the term "Rate" so to interrupt service for non-payment would not be reasonable (Exception Page 10 Applicable Statutes)
8. Pursuant to Title 52 § 56.181 an overpayment has been made as evidenced by the positive credit balance of all bills issued by the Respondent. This is not a balance owed to UGI for service rendered within the month that has yet to be paid. It is a formal accounting showing the service received and the credit to be applied for the month, displayed as a positive balance pursuant to Title 66 § 1701 (Exception to Page 12, in full) Further Title 52 § 56.57 and § 56.58 states the utility shall accrue interest and how interest should be applied.
9. Complainant does not want to be treated differently but does want Respondent to conduct business lawfully on the account. As Complainant has a contract with Respondent there is an expectation of good faith and fair dealing. If application is not a security collateral and was not a prepayment, provide law in Title 66, PA Statute or Federal law that states otherwise. (Exception to Page 12 in full)

10. Complainant will consider this dismissal a violation of due process as informal complaint was submitted and closed with no consideration of Title 66 evidence submitted by email in November of 2024 and even though request was made for all documents to be submitted as evidence in the formal complaint on March 20, 2025, there is no mention of Title 66 in this Initial Decision. Documents were personally dropped off at the Harrisburg Post & Schell location. Title 66 explicitly states what a prepayment is and how interest should be applied this has nothing to do with the beliefs of the Complainant. (Exception Page 12)
11. It is now the Commission's duty to impartially adjudicate the evidence submitted by the Complainant pursuant to its statutory obligations under Title 66 and Title 52 of the Pennsylvania Code. If any prior correspondence—including letters or emails submitted to the Bureau—has been misplaced, Complainant respectfully requests clarification and acknowledgment of such. The documentary evidence presented is not submitted solely for the Commission's review, but also for the purpose of preserving the record in the event of further appeal or action before the Court of Common Pleas, the United States District Court, or in the filing of formal complaints with the Securities and Exchange Commission (SEC) or Federal Trade Commission (FTC). The Respondent's willful and negligent conduct is fully evidenced herein and preserved for all future proceedings.
12. Should the Commission fail or refuse to review and consider all submitted evidence in good faith, Complainant will seek appropriate legal remedy against the Public Utility Commission itself for administrative negligence, dereliction of duty, and any resulting harm caused by the Commission's failure to act in accordance with law and its constitutional obligations.

Respectfully Submitted

JENIQUA BRADLEY

650 CORNELL COURT # 204

HARRISBURG, PENNSYLVANIA

Verification

I, JENIQUA BRADLEY, verify that the statements made in the foregoing Petition are true and correct to the best of my knowledge, information and belief. I understand that false statements made herein are subject to the penalties of 18 Pa. C.S. 4904, relating to unsworn falsification to authorities.

Date 7/28/25

CERTIFICATE OF SERVICE

I, Jeniqua:Nicole-Bradley, do hereby certify that a true and correct copy of the Exceptions to the Initial Decision in the above captioned matter was served by certified mail, postage prepaid on the __28th____day of July 2025, to the following

PA PUC

400 North Street

Harrisburg PA 17120

Post & Schell

One Oxford Centre

301 Grant Street Suite 3010

Pittsburgh, PA 15215