

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

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

INITIAL DECISION

Before
Ann Quimby
Administrative Law Judge

INTRODUCTION

This Initial Decision denies the Formal Complaint of Norris Hammond against UGI Utilities, Inc. – Gas Division because he failed to prove that the public utility violated a statute, regulation, Commission order or tariff.

HISTORY OF THE PROCEEDING

On May 27, 2025, Norris Hammond (Complainant) filed a Formal Complaint (Complaint) with the Pennsylvania Public Utility Commission (Commission), using the Formal Complaint form made available by the Commission.¹ Regarding the reason for the Complaint, Mr. Hammond checked a box indicating UGI Utilities, Inc. –

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

Gas Division (UGI or Respondent) was threatening to shut off or did shut off his service, and he checked the “Other” box, writing, in part, as follows:

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 ... were ignored.

Complaint ¶ 4. As relief, Complainant indicated he wanted the immediate restoration of gas service; an investigation into “the alleged \$3,637.73 debt”; a complete itemized billing record from November 2024; the production of any signed contract and the “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 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 violations of the “UCC” and “consumer protection laws,” and alleged “securities implications.” Complaint, p. 9. Mr. Hammond selected 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, which included \$2,327.77 in arrears. Respondent reported Complainant was issued a termination notice and his service was terminated on May 5, 2025, but service was then restored on June 23, 2025, pursuant to a Preliminary Injunction issued by the Luzerne County Court of Common Pleas after Complainant filed an Emergency Motion for Temporary Restraining Order.

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 that the Commission lacks subject matter jurisdiction over matters arising under the Uniform Commercial Code (UCC) and noted that Mr. Hammond's Complaint requested the Commission make determinations in accordance with the UCC. Respondent asserted Complainant requested the Commission to determine the proper application of a "set-off" in accordance with the UCC, and that Complainant reported UGI failed to respond to him in relation to requests made under UCC provisions.

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

On August 6, 2025, an Initial Telephonic Hearing Notice was issued that notified the parties an initial telephonic hearing had been scheduled on September 23, 2025 at 10:00 a.m.

On August 7, 2025, a Prehearing Order was issued that also set forth the date and time of the hearing and informed the parties about applicable procedural rules.

On August 7, 2025, I issued an Interim Order granting Respondent's Preliminary Objection to the extent that the portions of the Complaint that requested relief under the UCC were struck from the Complaint. The Order directed that the remaining claims would move forward at an evidentiary hearing.

On August 8, 2025, Respondent filed a Certificate of Service, indicating Respondent had served a response to Complainant's interrogatories.

On September 2, 2025, Respondent filed a letter with the Commission indicating it had been served with a "Motion for Leave to File Answer and Amended Formal Complaint Nunc Pro Tunc" and did not intend to file an Answer.²

On September 16, 2025, Respondent served on the presiding officer and Complainant copies of seven proposed exhibits.

On September 19, 2025, Complainant served on the presiding officer and Respondent copies of nine documents that he intended to use at the hearing, including copies of several of UGI's proposed exhibits.

² Complainant stated at the hearing that he did not want to file a motion in relation to this document and it was a non-issue that did not need addressed. Tr. 13.

On September 23, 2025, the presiding officer convened the initial telephonic hearing. Complainant appeared, representing himself. Respondent was represented by Haley Wilburn, Esquire, and Devin Ryan³, Esquire. Complainant testified on his own behalf and Respondent presented testimony of Amy Wynn, a Senior Compliance Representative with UGI. Complainant offered Exhibits 1-3 which were admitted into the record. Respondent offered Exhibits 1-7 which were admitted into the record.

The hearing produced a transcript of 79 pages which was filed on October 14, 2025. The transcript exhibits were filed on October 17, 2025. An Interim Order was issued closing the record on October 20, 2025. Upon review, the presiding officer noticed Complainant's Exhibit 1 was cut off at the top such that part of the document was missing from the record. The court reporter was asked to refile the exhibit in its entirety, and on November 24, 2025, a complete copy of the transcript exhibits was filed, including a full copy of Complainant's Exhibit 1. The transcript exhibits that were filed on November 24, 2025, replaced the exhibits that were filed on October 17, 2025.

The matter is now ripe for adjudication.

FINDINGS OF FACT

1. Complainant is Norris Hammond.
2. Respondent is UGI Utilities, Inc. – Gas Division.

³ The transcript incorrectly lists Mr. Ryan both as counsel for Respondent and as a witness in the proceeding. Mr. Ryan did not testify and only acted as counsel.

3. Complainant resides at 108 Barney Street, Wilkes-Barre, Pennsylvania (service address), where he receives gas service from Respondent. Tr. 14-15

4. Complainant has received gas service from Respondent at the service address since November 8, 2024, when he verbally contacted Respondent to establish service. Tr. 15, 31, 41; UGI Exhibit 1.

5. Complainant has not made any payments to Respondent for gas service using any acceptable form of payment since his account was opened. Tr. 27-28; Exhibit 1.

6. Complainant's service was initiated when he contacted Respondent and made a verbal application for service via a phone call, and he was informed a security deposit would be billed to his account in the amount of \$396 with the initiation of service. Tr. 31, 67.

7. Complainant was informed when he made the verbal application for service that he had the option of submitting documentation that could make him eligible for a waiver of the security deposit, but he did not submit such documentation. Tr. 67-68.

8. Complainant did not pay the \$396 security deposit to Respondent. Tr. 18, 69.

9. Respondent's tariff does not require a signed service agreement or other written contract in order for a residential gas customer to begin receiving service. Tr. 44.

10. Complainant has used gas service at the service address since he established his account. Tr. 31-32.

11. Since Complainant's gas service started on November 8, 2024, he has been issued monthly bills for residential gas service from Respondent. Tr. 44; UGI Exhibit 1.

12. On January 14, 2025, Respondent received correspondence from Complainant that Respondent considered to be a dispute regarding its accepted forms of payment. UGI Exhibit 4.

13. Respondent accepts payments only in the form of cash, certified check, money order, validated check, or payment by credit card, and no other forms of payment are accepted. Tr. 61.

14. On January 28, 2025, Respondent sent a letter to Complainant via certified mail explaining UGI's acceptable forms of payment and indicating that Respondent completed its investigation into Complainant's dispute regarding the same and was closing the dispute. UGI Exhibit 4.

15. The January 28, 2025 letter further explained that Complainant had a past due balance of \$907, and had to pay \$907 as soon as possible to avoid service termination. UGI Exhibit 4.

16. On or around April 14, 2025, Complainant sent correspondence (the April 14 document) to Respondent indicating he disputed the validity of his account and demanded a "full accounting" and "SEC Compliance verification." Tr. 23-24; Complainant Exhibit 2.

17. The April 14 document indicated that if Respondent could not provide proof of “security deposit application” to Complainant, “the debt is unenforceable.” Complainant Exhibit 2.

18. As of April 15, 2025, Complainant owed \$1,600.83 for previous gas consumption, and he had an outstanding total account balance of \$1,996.83, which consisted of the \$1,600.83 amount plus a security deposit charge and a turn-on charge. Tr. 48; UGI Exhibit 3.

19. On April 15, 2025, Respondent issued a Termination Notice consistent with the Commission’s regulations to Complainant that indicated his service would be shut off on or after April 28, 2025, if he did not arrange to pay his past-due bill. Tr. 47, 50; UGI Exhibit 3.

20. On April 23, 2025, Complainant contacted Respondent via telephone and inquired why he was receiving telephone calls from Respondent. UGI Exhibit 2.

21. During the April 23, 2025 phone call, the parties discussed a “negotiable instrument” Complainant had sent to Respondent, and Respondent informed Complainant what he sent was not an acceptable form of payment. UGI Exhibit 2.

22. During the April 23, 2025 phone call, Complainant requested an affidavit from Respondent’s legal department regarding acceptable forms of payment. UGI Exhibit 2.

23. On May 5, 2025, Complainant’s gas service was shut off by Respondent. Tr. 53; UGI Exhibit 2.

24. When Complainant's service was shut off, Respondent cancelled the security deposit charge on Complainant's account, such that he was no longer responsible to pay a security deposit of \$396. Tr. 69-70.

25. On or around May 6, 2025, Complainant sent two documents to Respondent, one titled "Notice of Claim to Interest, 1st Attempt" and one titled "Final Notice: demand for Contract Validation and Set-Off" (collectively, May 6, 2025 documents). Tr. 23-24; Complainant Exhibits 2 and 3.

26. Complainant considered the April 14 document and May 6, 2025 documents he sent to Respondent as "tender[s] of payment" and "bill[s] of exchange." Tr. 19.

27. Complainant's gas service was restored by Respondent on June 23, 2025, pursuant to a court order from the Luzerne County Court of Common Pleas. Tr. 53; UGI Exhibit 2.

28. As of the date of the hearing, Complainant's account balance was \$2,504.26. Tr. 44-45; UGI Exhibit 1.

DISCUSSION

In his Formal Complaint, Complainant argued he was not provided with information he believed he should have been provided, specifically a signed service agreement, a full billing history and debt verification. He further stated he never signed a

contract (implying he was improperly charged for service because there was no contract), and reported his demands were ignored.

Section 332(a) of the Public Utility Code (Code) provides that the party seeking relief from the Commission has the burden of proof. 66 Pa.C.S. § 332(a). To establish a sufficient case and satisfy the burden of proof, a complainant must show that the respondent public utility is responsible or accountable for the problem described in the complaint. *Patterson v. Bell Tel. Co. of Pa.*, 72 Pa.P.U.C. 196 (1990); *Feinstein v. Phila. Suburban Water Co.*, 50 Pa.P.U.C. 300 (1976). Such a showing must be by a preponderance of the evidence. *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 578 A.2d 600 (Pa. Cmwlth. 1990). A preponderance of the evidence is established by presenting evidence more convincing, by even the smallest amount, than that presented by the other party. *Se-Ling Hosiery v. Margulies*, 70 A.2d 854 (Pa. 1950). Here, as the proponent of the request for relief, Complainant bears the burden of proof.

Upon the presentation by Complainant of evidence sufficient to initially satisfy the burden of proof, the burden of going forward with the evidence to rebut the evidence of Complainant shifts to Respondent. If the evidence presented by Respondent is of co-equal weight, Complainant has not satisfied his burden of proof. Complainant would be required to provide additional evidence to rebut the evidence of Respondent. *Burleson v. Pa. Pub. Util. Comm'n*, 443 A.2d 1373 (Pa. Cmwlth. 1982).

While the burden of persuasion may shift back and forth during a proceeding, the burden of proof never shifts. The burden of proof always remains on the party seeking affirmative relief from the Commission. *Milkie v. Pa. Pub. Util. Comm'n*, 768 A.2d 1217 (Pa. Cmwlth. 2001).

A violation of the Code can occur when a utility fails to provide reasonable service. The requirement to provide reasonable service is found in Section 1501 of the Code and states, in part, as follows:

§ 1501. Character of service and facilities.

Every public utility shall furnish and maintain adequate, efficient, safe, and reasonable service and facilities, and shall make all such repairs, changes, alterations, substitutions, extensions, and improvements in or to such service and facilities as shall be necessary or proper for the accommodation, convenience, and safety of its patrons, employees, and the public. Such service also shall be reasonably continuous and without unreasonable interruptions or delay. Such service and facilities shall be in conformity with the regulations and orders of the commission. Subject to the provisions of this part and the regulations or orders of the commission, every public utility may have reasonable rules and regulations governing the conditions under which it shall be required to render service...

66 Pa.C.S. § 1501.

A public utility is entitled to receive payment for the service it provides. *Mill v. Pa. Pub. Util. Comm'n*, 447 A.2d 1100 (Pa. Cmwlth. 1982). Specifically, a customer must pay for the utility service that he consumes. *E.g., Scaccia v. W. Penn Power Co.*, 55 Pa.P.U.C. 637 (1982).

In this case, Mr. Hammond initiated service by calling Respondent on November 8, 2024. Tr. 41, 67. Accordingly, Respondent provided service and sent monthly bills. Tr. 31-32, 39. Complainant made no payments to Respondent for receipt of the service. Tr. 27-28. Complainant sent correspondence to Respondent in January of 2025 disputing Respondent's accepted forms of payment, to which Respondent replied, explaining that Complainant must use legal currency to pay his monthly bill. UGI

Exhibit 4. Respondent indicated in its response that Complainant had a past due balance of \$907. *Id.*

Complainant continued to receive service and did not make any payments, and Respondent continued to issue monthly bills. UGI Exhibit 1. In April of 2025, Complainant sent correspondence to Respondent indicating, among other things, that if Respondent did not provide proof of “security deposit application” to Complainant that “the debt is unenforceable.” Complainant Exhibit 2. Respondent issued a termination notice to Complainant directing him to make arrangements to pay his past-due bill, or his service would be shut off. Tr. 47; UGI Exhibit 3. Complainant also spoke with representatives of Respondent via telephone regarding acceptable forms of payment. UGI Exhibit 2. Eventually, Respondent did terminate service (although it was later restored pursuant to an order of the Luzerne County Court of Common Pleas.) Tr. 53; UGI Exhibit 2. Complainant sent more correspondence to Respondent, but no payments using any form of legal currency. Complainant Exhibits 2 and 3. As of the date of the hearing, Complainant’s outstanding balance was \$2,504.26. Tr. 44-45; UGI Exhibit 1.

Despite Complainant’s assertions, Respondent’s tariff does not require a signed service agreement or other written contract for Respondent to provide him with service and to bill for that service. Tr. 44. A public utility's Commission-approved tariff is *prima facie* reasonable, has the full force of law, and is binding on the utility and the customer. 66 Pa.C.S. § 316; *Kossmann v. Pa. Pub. Util. Comm’n*, 694 A.2d 1147 (Pa. Cmwlth. 1997); *Stiteler v. Bell Tel. Co. of Pa.*, 379 A.2d 339 (Pa. Cmwlth. 1977). Further, assertions, personal opinions, or perceptions do not constitute evidence. *Pa. Bureau of Corr. v. City of Pittsburgh*, 532 A.2d 12 (Pa. 1987). Although Complainant did not sign an agreement, he is not relieved of the obligation to pay for service that he asked for and consumed. *Steinour v. FirstEnergy Pa. Elec. Co.*, Docket No. F-2024-3049862 (Opinion and Order entered Apr. 24, 2025).

Complainant also argued he was entitled to a credit for his “security interest.” Tr. 27. Mr. Hammond testified that the “security interest” referred to a \$396 security deposit charge on his account. Tr. 29, 32. Complainant was charged \$396 on his account for a security deposit, although service was initiated and provided without payment of this amount. Tr. 67, 69. Complainant never paid the \$396 charge. Tr. 18, 69. The charge was later removed when Respondent terminated Complainant’s service on May 5, 2025. Tr. 53, 69-70. Therefore, Complainant is not entitled to any additional credit for this amount.

Complainant further asserted in his Complaint that he was not provided the documentation he requested, including a full billing history or “verification of debt ownership,” and that “demands for documentation and debt verification (including set-off notices) were ignored.” Complaint ¶ 4. The record shows that Respondent was not unresponsive to Complainant in general. The Company provided a written response to Complainant’s January correspondence and spoke with him via telephone regarding his account and the need to make payments using legal currency. UGI Exhibit 4, UGI Exhibit 2. Further, Respondent duly billed Complainant, and only terminated service after giving appropriate notice that it planned to do so. UGI Exhibit 1; Tr. 39.

Respondent does not deny that it did not fulfill all of Complainant’s requests or demands. *See* Answer ¶ 4. However, I find Complainant’s demands were generally not reasonable, and his demands were for documents that Respondent is not required to provide. Complainant submitted three exhibits that consisted of documents he had previously sent to Respondent around and after the time Respondent issued him a termination notice. These documents contained vague legal verbiage and had various unsupported assertions and unusual demands. It is not reasonable to expect that Respondent provide, for example, a sworn affidavit, or an “original wet-ink contract” (to be provided within three business days) that Complainant demanded on or around April

14, 2025, and May 6, 2025, respectively. Complainant Exhibits 1 and 3. Complainant failed to establish the requests or demands he made that were not satisfied by Respondent should have been fulfilled.

Based on a careful review of the totality of evidence, for the reasons set forth above, I find that Complainant failed to meet his burden of proof to establish Respondent violated a statute, regulation, Commission order or tariff.

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the subject matter of and the parties to this proceeding. 66 Pa.C.S. § 701.

2. A public utility is required to provide adequate, efficient, safe, and reasonable service. 66 Pa.C.S. § 1501.

3. As the party seeking relief, Complainant bears the burden of proof by a preponderance of the evidence. 66 Pa.C.S. § 332(a); *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 578 A.2d 600 (Pa. Cmwlth. 1990).

4. A public utility's Commission-approved tariff is *prima facie* reasonable, has the full force of law, and is binding on the utility and the customer. 66 Pa.C.S. § 316; *Kossmann v. Pa. Pub. Util. Comm'n*, 694 A.2d 1147 (Pa. Cmwlth. 1997); *Stiteler v. Bell Tel. Co. of Pa.*, 379 A.2d 339 (Pa. Cmwlth. 1977).

5. Assertions, personal opinions, or perceptions do not constitute evidence. *Pa. Bureau of Corr. v. City of Pittsburgh*, 532 A.2d 12 (Pa. 1987).

6. A public utility is entitled to payment for services provided to customers. *Scaccia v. West Penn Power Co.*, 55 Pa.P.U.C. 637 (1982).

7. Complainant failed to present evidence to meet his burden that Respondent violated a statute, regulation, Commission order or tariff.

ORDER

THEREFORE,

IT IS ORDERED:

1. That the Formal Complaint filed by Norris Hammond in Norris Hammond v. UGI Utilities Inc. – Gas Division, Docket No. F-2025-3055605, is denied.

2. That the Secretary’s Bureau shall mark Docket No. F-2025-3055605 as closed.

Date: January 7, 2026

_____/s/
Ann Quimby
Administrative Law Judge