**BEFORE THE**

**PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Mario Urlini :

:

v. : C-2014-2458557

:

Peoples Natural Gas Company, LLC. :

**INITIAL DECISION**

Before

Susan D. Colwell

Administrative Law Judge

INTRODUCTION

This Initial Decision dismisses a formal complaint seeking a finding that the oversight procedures of a natural gas utility are inadequate within the meaning of the Public Utility Code where a contractor employed to replace natural gas mains inadvertently damages a sewer pipe and repairs it inadequately without telling the utility that the incident had occurred.

HISTORY OF THE PROCEEDING

On November 21, 2014, Richard C. and Gabriella F. Brobst, relying on a power of attorney held for Mario Urlini, submitted a formal Complaint against Peoples Natural Gas Company, LLC. (Respondent or Peoples or Company) alleging that a contractor employed by Peoples had damaged a 10" common sewer line causing extensive damage to the home of Mr. Urlini on or about May 31, 2012. The Complaint avers that the Urlini basement was flooded with over 3 inches of raw sewage, and that the contractor employed a repair which turned out to be temporary and subsequently failed. Complainant had to hire a contractor to repair the damaged pipe, incurring substantial costs. Repeated calls to Peoples over the course of several weeks resulted in a referral to the contractor.

On December 15, 2015, the Brobsts submitted a copy of the power of attorney, and the Complaint was accepted for filing on December 18, 2014.

The formal Complaint was served electronically by the Commission's Secretary,[[1]](#footnote-1) on December 18, 2014. Through a series of emails provided by Peoples, it became apparent that the first attempt at service had not been successful and that electronic service of the Complaint did not occur until January 15, 2015. Peoples filed its Answer on January 21, 2015.

By telephonic hearing notice dated February 11, 2015, an evidentiary hearing was scheduled for Friday, March 27, 2015, and the matter was assigned to me. I issued a prehearing order on February 12, 2015, which contains some of the procedural requirements for appearing before the Commission, including the warning that a power of attorney does not give the holder the ability to appear before the Commission on behalf of another.

On March 2, 2015, Ryan H. James, Esq., filed his notice of appearance on behalf of Mario Urlini.

On March 4, 2015, the Office of Administrative Law Judge received a copy of Peoples' Objections to Discovery Requests dated February 23, 2015. On March 5, 2015, Complainant filed a Motion to Compel Discovery, triggering a 5-day response period. On March 10, 2015, Peoples filed its Response. My Order disposing of the Motion was issued on

March 12, 2015.

By letter directed to counsel for Peoples, with no indication of filing, and with me carbon-copied, Complainant's counsel sent a Motion to Continue Telephonic Hearing. As he properly sought the position of the opposing counsel before proceeding, who did not object, and he provided a list of available dates for the rescheduled hearing, the Motion was granted as unopposed by Order dated March 17, 2015.

By Hearing Cancellation/Reschedule Notice, the hearing was rescheduled for Tuesday, May 26, 2015.

The hearing was convened as scheduled, with Ryan H. James, Esq., representing the Complainant, presenting one witness, and submitting 10 exhibits, all of which were admitted to the record. Jennifer Petrisek, Esq., represented Peoples and presented two witnesses and no exhibits.

A transcript of 67 pages was generated, and the record closed upon its filing on June 16, 2015. The matter is ripe for disposition.

FINDINGS OF FACT

1. Richard Brobst, son-in-law of the named Complainant, Mario Urlini, appeared and testified on behalf of Complainant. Tr. 7.

2. The subject address is 7323 Denniston Avenue in Swissvale, PA, owned by Mario Urlini. Tr. 8.

3. Mr. Brobst took the first photo in 2013, to assist in aiding Mr. Urlini, who suffers from dementia, to remember his home after he moved in with Mr. Brobst and his wife, the daughter of Mr. Urlini. Tr. 9; Exhibit C-1.

4. Complainant Exhibit C-1 is a photo of the property as it was in October 2013. Tr. 10.

5. Exhibits C-2 through C-10 were taken after May 2014. Tr. 10.

6. Mr. Brobst noticed a strong smell of raw sewage in May 2014, and he saw that it was seeping into the basement. Tr. 10.

7. Mr. Brobst was visiting the Denniston Street property once or twice per week during the winter and noticed slimy substances coming over the retaining wall and onto the sidewalk accompanied by an odor of raw sewage. Tr. 10.

8. Mr. Brobst engaged a certified plumber, Stahl Plumbing and Heating (Stahl P&H), to inspect the property. Tr. 11.

9. Exhibit C-2 is a picture of Stahl P&H using a Bobcat to dig up the front yard to search for the cause of the seeping sewage. Tr. 12.

10. Exhibit C-3 is a picture of the excavation before the cause was determined. Tr. 12.

11. Exhibit C-4 is a picture taken from the front yard, showing raw sewage. Tr. 12.

12. Exhibit C-5 is a picture taken of the front yard looking towards the street, showing raw sewage which had filled the yard. Tr. 13.

13. Exhibit C-6 is a picture of the depth of the excavation using a six-foot ladder for comparison. Tr. 13.

14. Visible in Exhibit C-6 is the base of the sewer line and remaining sewage after pumping out the rest to enable viewing the area, as well as the broken sewer line itself. Tr. 13.

15. Exhibit C-7 is a picture of the excavation depicting the yellow gas line that had been installed, surrounded by black Styrofoam. Tr. 14.

16. Exhibit C-8 is a picture of parts that had been used to make the original repair to the common sewer line. The gas pipe is yellow, the white is a hard plastic substance, and around the top is Styrofoam, and to the right of the pipe, closest to the hose, is a piece of two-by-four which was there as well. Tr. 15.

17. Exhibit C-9 is a picture taken in the basement of the residence where the sewage was coming up through the cracks and flooded the basement for at least three inches. Tr. 16.

18. Exhibit C-10 shows where the pipe connects to the adjacent home, which shares the sewer line. Tr. 16.

19. On May 2, 2015, Mr. Brobst contacted Peoples' customer service department to report the damage and spoke to Lois, asking if someone could be dispatched to view the damage. Tr. 17.

20. On May 6, 2015, at 3:55 pm, Mr. Brobst again called Peoples' customer service department and spoke to Antoine. Tr. 18.

21. On May 12, 2015, at 10:55 am, Mr. Brobst called Peoples' customer service department and spoke to Concetta and asked to speak with the claims department concerning the claim at Denniston Avenue in Swissvale but was not able to do so. Tr. 18.

22. Concetta called him later that day and conveyed information to him, including the name of the original contractor, M. O'Herron Company, and his insurer, N.E. Bigler. Tr. 18.

23. On May 2, 2015, Bart Ryan, from Peoples viewed the Denniston Avenue site with another Peoples supervisor. Tr. 19.

24. Mr. Brobst spoke with Carl Orangis from Peoples on May 15, 2015 who directed Mr. Brobst to forward his bills to Jamie Ziegler at M. O'Herron instead of sending them to Peoples. Tr. 20.

25. Mr. Brobst is aware that no monetary damages will be awarded through the present proceeding. Tr. 20.

26. Bart Ryan, gas operations supervisor for pipeline construction for Peoples Gas, working out of Wilkinsburg, appeared and testified on behalf of Respondent. Tr. 25.

27. Mr. Ryan supervises the contractors for Peoples. Tr. 25.

28. Peoples began to replace high risk (cast iron) pipe in 2011 under his supervision, with over 16 contracting crews working at a time on the project. Tr. 25.

29. Peoples had committed to the PUC that it would replace the high risk pipe in one year's time. Tr. 25-26.

30. Mr. Ryan had six contracting crews in Swissvale at any given time during this project, which meant that he was on any given street one or two times per day on average. Tr. 27.

31. Peoples had one designated qualified inspector for every two projects, who inspected the work on gas lines and tested the gas lines. Tr. 27.

32. Gas lines are tested before reconnection with customers. Tr. 27.

33. The Swissvale project took approximately eight weeks to complete. Tr. 27.

34. The contractor for the site in front of the subject residence was M. O'Herron. Tr. 28.

35. M. O'Herron replaced the old cast iron line with a new six-inch plastic diameter gas line and redid every service line to every home on Denniston. After replacing the pipe, M. O'Herron did the asphalt restoration work. Tr. 28.

36. M. O'Herron has contracted work for Peoples since the 1930s. Tr. 29.

37. M. O'Herron performs work for Equitable Gas and Columbia Gas companies as well as for Peoples. Tr. 30.

38. When a project is planned, a team of design technicians and Mr. Ryan will visit the prospective site, design the job on paper, and have the design department put into print exactly what needs to be done. Tr. 31.

39. At the beginning of the project, a Peoples supervisor will go out to the site to make sure that any questions that the crew has will be answered before the work begins. Tr. 31.

40. Specifications are provided to the contractor in accordance with the contractor's handbook, which details how projects are to be performed. Tr. 31.

41. Peoples has another large book of directions called the SOPs, or standard operating procedures, which is also detailed. Tr. 31-32.

42. Operator qualifications (OQ) are checked on each project site, and each person who is working there must sign in and have his qualifications checked. Tr. 32.

43. Operators must be recertified in plastic fusion annually, and 27 different procedures are included in OQ qualifications. Tr. 32.

44. If anyone in the crew is not OQ qualified, he may not work on the project unless he is the designated dump truck driver. Tr. 33.

45. Prior to beginning actual work on a project, Peoples would obtain the proper permits from the borough. Tr. 34.

46. Prior to beginning work on a project, the contractor would place the phone call which would notify all the other utilities in the area, and they would come out and mark their facilities within three days. Tr. 34.

47. Mr. Ryan was notified of a sewage line break through Peoples' call center, which emailed him on May 2, 2015, that Stahl P&H was working on Denniston Avenue and that they would like to have someone come out to the site. Tr. 34-35.

48. Peoples was not aware of a sewage line break during the gas line pipe replacement project. Tr. 35.

49. As a matter of routine, the contractor would notify and use its master plumber to repair a sewer or water line if it were damaged during a project. Tr. 35.

50. Mr. Ryan stopped at each project daily, and he would expect to be notified of an issue like a broken sewer line. Tr. 36.

51. Mr. Ryan visited the site and confirmed that the photograph marked Exhibit C-8 is accurate. Tr. 38.

52. Mr. Ryan will not permit the M. O'Herron supervisor to work on any of his crews anymore. Tr. 38.

53. Mr. Ryan submitted his photos to the Peoples claims department so that Peoples was aware of the situation. Tr. 38.

54. The sewage line repair performed at the site posed no danger to the gas line. Tr. 41.

55. The typical way to set a gas pipe is to dig a three-foot ditch, put a six-inch layer of sand in, set the gas pipe on top of the sand, lay another six-inch layer of sand, and then backfill the ditch. Tr. 50.

56. Because a certified master plumber has to inspect water and sewer lines, the gas company inspector does not inspect those lines. Tr. 54.

57. Carl Orangis, manager of restoration for Peoples, appeared and testified on behalf of Respondent. Tr. 54.

58. Mr. Orangis' office handles approximately 400 claims per year. Tr. 56.

59. When Peoples receives a claim, the following procedure is followed:

a. The claim is forwarded to the operations supervisor to determine if the damage was caused by a Peoples crew or a contractor.

b. Mr. Orangis decides whether to approve the claim for the full amount, deny the claim in its entirety or make a settlement offer.

c. If a contractor is involved, Mr. Orangis submits the claim information to the contractor and coordinates the communications between the contractor and the customer making the claim. If the insurance carrier is involved, he will coordinate among all three. Tr. 58.

60. Mr. Orangis followed standard procedure in processing Complainant's claim. Tr. 59.

DISCUSSION

Evidence of record shows that, after the utility replaced a gas line in front of Complainant's house, raw sewage seeped into the street right-of-way and into Complainant's basement. There is no dispute that the sewer line was improperly mended during the gas line replacement project by a contractor of the utility. Complainant argues that applicable law requires that utilities exercise a greater degree of safety than was exercised here. Further, Complainant avers that Peoples should have been able to indicate some action which is designed to ensure that no similar mishap occurs in the future, but none have been shown. There is testimony indicating that there is no requirement that a Peoples inspector see the work prior to backfilling the ditch and to ensure that the standards are being applied.

The party seeking affirmative relief from the Commission bears the burden of proof. 66 Pa.C.S. § 332(a). As a matter of law, a complainant must show that the named utility is responsible or accountable for the problem described in the Complaint in order to prevail. *Patterson v. Bell Tel. Co. of PA,* 72 Pa. PUC 196 (1990); *Feinstein v. Phila. Suburban Water Co.,* 50 Pa. PUC 300 (1976). This must be shown by a preponderance of the evidence. *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n,* 578 A.2d 600 (1990), *alloc, denied*, 602 A.2d 863 (1992). A preponderance of evidence is that which is more convincing, by even the smallest amount, than that presented by the other party. *Se-Ling Hosiery v. Margulies,* 364 Pa. 45, 70 A.2d 854, 1950 Pa. LEXIS 316 (1950).

Additionally, any finding of fact necessary to support the Commission's adjudication must be based upon substantial evidence. *Mill v. Pa. Pub. Util. Comm'n*, 447 A.2d 1100 (Pa.Cmwlth. 1982); *Edan Transportation Corp. v. Pa. Pub. Util. Comm'n,* 623 A.2d 6 (Pa. Cmwlth. 1993); 2 Pa.C.S. § 704. More is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. *Norfolk and Western Ry. v. Pa. Pub. Util. Comm'n,* 489 Pa. 109, 413 A.2d 1037 (1980); *Erie Resistor Corp. v. Unemployment Compensation Bd. Of Review,* 166 A.2d 96 (Pa.Super. 1960); *Murphy v. Dep't. of Public Welfare, White Haven Center,* 480 A.2d 382 (Pa.Cmwlth. 1984).

The offense must be a violation of the Public Utility Code, the Commission's regulations, or an outstanding order of the Commission. 66 Pa.C.S. § 701.

As the proponent of a Commission order, Complainant has the burden of proof in this case. 66 Pa.C.S.A. § 332(a).

The standard to be met in evaluating this Complaint is whether the service extended to Complainant was adequate and reasonable within the meaning of the Public Utility Code.

**§ 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.

[66 Pa.C.S.A. § 1501](https://www.lexis.com/research/buttonTFLink?_m=d9d42872766fe19693796371b0bff39b&_xfercite=%3ccite%20cc%3d%22USA%22%3e%3c%21%5bCDATA%5b2010%20Pa.%20PUC%20LEXIS%20234%5d%5d%3e%3c%2fcite%3e&_butType=4&_butStat=0&_butNum=19&_butInline=1&_butinfo=66%20PACODE%201501&_fmtstr=FULL&docnum=15&_startdoc=11&wchp=dGLzVzS-zSkAl&_md5=470ada13606d64477157d1b78cd07482).

In order for the PUC to sustain a complaint brought under this section, the utility must be in violation of its duty under this section. Without such a violation by the utility, the PUC does not have the authority, when acting on a customer's complaint, to require any action by the utility. [*West Penn Power Co. v. PA Public Utility Comm'n,* 478 A.2d 947 at 949 (Pa. Cmwlth. 1984).](https://www.lexis.com/research/buttonTFLink?_m=d9d42872766fe19693796371b0bff39b&_xfercite=%3ccite%20cc%3d%22USA%22%3e%3c%21%5bCDATA%5b2010%20Pa.%20PUC%20LEXIS%20234%5d%5d%3e%3c%2fcite%3e&_butType=3&_butStat=2&_butNum=20&_butInline=1&_butinfo=%3ccite%20cc%3d%22USA%22%3e%3c%21%5bCDATA%5b478%20A.2d%20947%5d%5d%3e%3c%2fcite%3e&_fmtstr=FULL&docnum=15&_startdoc=11&wchp=dGLzVzS-zSkAl&_md5=252ff9d8e8775410e3390344aa399c59) The statutory definition of "service" is to be broadly construed. [*Country Place Waste Treatment Co., Inc. v. Pa. Publ. Util. Comm'n,* 654 A.2d 72 (Pa.Cmwlth. 1995).](https://www.lexis.com/research/buttonTFLink?_m=d9d42872766fe19693796371b0bff39b&_xfercite=%3ccite%20cc%3d%22USA%22%3e%3c%21%5bCDATA%5b2010%20Pa.%20PUC%20LEXIS%20234%5d%5d%3e%3c%2fcite%3e&_butType=3&_butStat=2&_butNum=22&_butInline=1&_butinfo=%3ccite%20cc%3d%22USA%22%3e%3c%21%5bCDATA%5b654%20A.2d%2072%5d%5d%3e%3c%2fcite%3e&_fmtstr=FULL&docnum=15&_startdoc=11&wchp=dGLzVzS-zSkAl&_md5=0e8199ed7339047c32d4960995a33761)

"Service." Used in its broadest and most inclusive sense, includes any and all acts done, rendered, or performed, and any and all things furnished or supplied, and any and all facilities used, furnished, or supplied by public utilities, or contract carriers by motor vehicle, in the performance of their duties under this part to their patrons, employees, other public utilities, and the public, as well as the interchange of facilities between two or more of them . . .

[66 Pa. C.S.A. 102](https://www.lexis.com/research/buttonTFLink?_m=d9d42872766fe19693796371b0bff39b&_xfercite=%3ccite%20cc%3d%22USA%22%3e%3c%21%5bCDATA%5b2010%20Pa.%20PUC%20LEXIS%20234%5d%5d%3e%3c%2fcite%3e&_butType=4&_butStat=0&_butNum=23&_butInline=1&_butinfo=66%20PACODE%20102&_fmtstr=FULL&docnum=15&_startdoc=11&wchp=dGLzVzS-zSkAl&_md5=1dd23dc1bf2856fd1f70fb0671986586).

Inadequate service may be found where the Commission’s regulations have been violated.

**§ 59.33. Safety.**

(a) *Responsibility.* Each public utility shall at all times use every reasonable effort to properly warn and protect the public from danger, and shall exercise reasonable care to reduce the hazards to which employees, customers and others may be subjected to by reason of its equipment and facilities.

(b) *Safety code.* The minimum safety standards for all natural gas and hazardous liquid public utilities in this Commonwealth shall be those issued under the pipeline safety laws as found in 49 U.S.C.A. § § 60101—60503 and as implemented at 49 CFR Parts 191—193, 195 and 199, including all subsequent amendments thereto. Future Federal amendments to 49 CFR Parts 191—193, 195 and 199, as amended or modified by the Federal government, shall have the effect of amending or modifying the Commission’s regulations with regard to the minimum safety standards for all natural gas and hazardous liquid public utilities. The amendment or modification shall take effect 60 days after the effective date of the Federal amendment or modification, unless the Commission publishes a notice in the *Pennsylvania Bulletin* stating that the amendment or modification may not take effect.

(c) *Definition.* For the purposes of this section, ‘‘hazardous liquid public utility’’ means a person or corporation now or hereafter owning or operating in this Commonwealth equipment or facilities for transporting or conveying crude oil, gasoline, petroleum or petroleum products, by pipeline or conduit, for the public for compensation.

(d) *Enforcement.* Each public utility shall be subject to inspections as may be necessary to assure compliance with this section. The facilities, books and records of each public utility shall be accessible to the Commission and its staff for the inspections. Each public utility shall provide the Commission or its staff the reports, supplemental data and information as it shall from time to time request in the administration and enforcement of this section.

(e) *Records.* Each public utility shall keep adequate records as required for compliance with the code in subsection (b). The records shall be accessible to the Commission and its staff.

52 Pa.Code § 59.33.

#### § 59.28. Installation.

#### \* \* \*

(c) *Service connection.* When connecting the premises of the customer with public utility distribution mains, the public utility shall furnish, install and maintain the service line or connection according to the rules and regulations of its filed tariff.

52 Pa.Code § 59.28.

The regulations anticipate that the utility will use every reasonable effort to properly warn and protect the public from danger, and shall exercise reasonable care to reduce the hazards to which employees, customers and others may be subjected to by reason of its equipment and facilities. Complainant avers that the fact that a sewer pipe was cracked and improperly repaired by a contractor means that the gas utility has failed to use every reasonable effort and has not exercised reasonable care.

However, the utility testified that it contracts with only those contractors who are certified to perform the level of work done here, and that it checks the names of the individual workers to ensure that each is certified. Peoples assigns one inspector for every two construction jobs being performed, and that inspector oversees those sites. The Peoples supervisor expects to be notified when there is a complication such as a broken sewer line. The fact that he was not notified is not a failure of the process; it is a failure of the contractor to follow the process. Further, Peoples testified that its practices are consistent with industry standards. There was no evidence to the contrary presented.

In addition, Complainant provided no evidence to support a finding that the Company has not complied with the safety standards in the Code of Federal Regulations or that the gas pipe connection was not in compliance with the requirements of the Company tariff. While "safe and adequate service" as it appears in Section 1501 of the Public Utility Code, 66 Pa.C.S. § 1501, encompasses more than a safe extension of service through a pipe, there is no requirement that service be perfect.

The parties agree that the contractor for Peoples damaged the sewer pipe serving Complainant's home, and there is no dispute regarding the fact that the contractor repaired the damaged pipe improperly. Complainant's argument assumes that, if proper procedures are followed, then there will never be a problem.

In this case, the utility admits that the damage occurred and was repaired badly but does not believe that this was due to an unreasonable practice on the part of the utility Company. Counsel for Peoples argues that there is no evidence to support a finding that Peoples failed to provide a reasonable and safe gas utility service. Company policy ensures that Peoples' contractors are appropriately qualified to perform the contracted work. Industry standards are met and inspectors are onsite throughout the course of the projects. The fact that a contractor damaged a sewage pipe and repaired it inadequately while replacing a gas pipe does not mean that the *process* administeredby Peoples in providing gas service is flawed. Importantly, even though the sewage pipe was damaged, Peoples points out that a failure of the improperly mended sewer pipe did not in any way pose a danger to the gas pipe. The Company sent out its supervisor on the same day that the call came in to view the excavated pipe on

May 2nd, so the response was timely as well.

Accordingly, despite the obvious error by the contractor in cracking a sewer pipe and mending it badly while replacing a natural gas pipeline, the overseeing natural gas utility appears to have the appropriate checks and procedures in place to deal with the issues which may arise when the Company employs contractors to perform gas utility work. I can find no support for finding otherwise. The Complaint is dismissed.

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over this matter. 66 Pa.C.S. § 701.

2. The party seeking affirmative relief from the Commission bears the burden of proof. 66 Pa.C.S. § 332(a). As a matter of law, a complainant must show that the named utility is responsible or accountable for the problem described in the Complaint in order to prevail. *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).

3. This must be shown by a preponderance of the evidence. *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n,* 578 A.2d 600 (1990), *alloc, denied*, 602 A.2d 863 (1992). A preponderance of evidence is that which is more convincing, by even the smallest amount, than that presented by the other party. *Se-Ling Hosiery v. Margulies,* 70 A.2d 854 (1950).

4. Additionally, any finding of fact necessary to support the Commission's adjudication must be based upon substantial evidence. *Mill v. Pa. Pub. Util. Comm'n*, 447 A.2d 1100 (Pa.Cmwlth. 1982); *Edan Transportation Corp. v. Pa. Pub. Util. Comm'n,* 623 A.2d 6 (Pa. Cmwlth. 1993); 2 Pa.C.S. § 704. More is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. *Norfolk and Western Ry. v. Pa. Pub. Util. Comm'n,* 489 Pa. 109, 413 A.2d 1037 (1980); *Erie Resistor Corp. v. Unemployment Compensation Bd. Of Review,* 166 A.2d 96 (Pa.Super. 1960); *Murphy v. Dep't. of Public Welfare, White Haven Center,* 480 A.2d 382 (Pa.Cmwlth. 1984).

5. The offense must be a violation of the Public Utility Code, the Commission's regulations, or an outstanding order of the Commission. 66 Pa.C.S. § 701.

7. 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. [66 Pa.C.S.A. § 1501](https://www.lexis.com/research/buttonTFLink?_m=d9d42872766fe19693796371b0bff39b&_xfercite=%3ccite%20cc%3d%22USA%22%3e%3c%21%5bCDATA%5b2010%20Pa.%20PUC%20LEXIS%20234%5d%5d%3e%3c%2fcite%3e&_butType=4&_butStat=0&_butNum=19&_butInline=1&_butinfo=66%20PACODE%201501&_fmtstr=FULL&docnum=15&_startdoc=11&wchp=dGLzVzS-zSkAl&_md5=470ada13606d64477157d1b78cd07482).

8. In order for the PUC to sustain a complaint brought under this section, the utility must be in violation of its duty under this section. Without such a violation by the utility, the PUC does not have the authority, when acting on a customer's complaint, to require any action by the utility. [*West Penn Power Co. v. Pa. Publ. Util. Comm'n,* 478 A.2d 947 at 949 (Pa.Cmwlth. 1984).](https://www.lexis.com/research/buttonTFLink?_m=d9d42872766fe19693796371b0bff39b&_xfercite=%3ccite%20cc%3d%22USA%22%3e%3c%21%5bCDATA%5b2010%20Pa.%20PUC%20LEXIS%20234%5d%5d%3e%3c%2fcite%3e&_butType=3&_butStat=2&_butNum=20&_butInline=1&_butinfo=%3ccite%20cc%3d%22USA%22%3e%3c%21%5bCDATA%5b478%20A.2d%20947%5d%5d%3e%3c%2fcite%3e&_fmtstr=FULL&docnum=15&_startdoc=11&wchp=dGLzVzS-zSkAl&_md5=252ff9d8e8775410e3390344aa399c59)

9. The statutory definition of "service" is to be broadly construed. [*Country Place Waste Treatment Co., Inc. v. Pa. Publ. Util. Comm'n,* 654 A.2d 72 (Pa.Cmwlth. 1995).](https://www.lexis.com/research/buttonTFLink?_m=d9d42872766fe19693796371b0bff39b&_xfercite=%3ccite%20cc%3d%22USA%22%3e%3c%21%5bCDATA%5b2010%20Pa.%20PUC%20LEXIS%20234%5d%5d%3e%3c%2fcite%3e&_butType=3&_butStat=2&_butNum=22&_butInline=1&_butinfo=%3ccite%20cc%3d%22USA%22%3e%3c%21%5bCDATA%5b654%20A.2d%2072%5d%5d%3e%3c%2fcite%3e&_fmtstr=FULL&docnum=15&_startdoc=11&wchp=dGLzVzS-zSkAl&_md5=0e8199ed7339047c32d4960995a33761)

10. Service, used in its broadest and most inclusive sense, includes any and all acts done, rendered, or performed, and any and all things furnished or supplied, and any and all facilities used, furnished, or supplied by public utilities, or contract carriers by motor vehicle, in the performance of their duties under this part to their patrons, employees, other public utilities, and the public, as well as the interchange of facilities between two or more of them. [66 Pa. C.S.A. § 102](https://www.lexis.com/research/buttonTFLink?_m=d9d42872766fe19693796371b0bff39b&_xfercite=%3ccite%20cc%3d%22USA%22%3e%3c%21%5bCDATA%5b2010%20Pa.%20PUC%20LEXIS%20234%5d%5d%3e%3c%2fcite%3e&_butType=4&_butStat=0&_butNum=23&_butInline=1&_butinfo=66%20PACODE%20102&_fmtstr=FULL&docnum=15&_startdoc=11&wchp=dGLzVzS-zSkAl&_md5=1dd23dc1bf2856fd1f70fb0671986586).

11. Complainant has failed to sustain his burden of proving that the service provided by the utility was not adequate, efficient, safe, and reasonable. 66 Pa.C.S. § 1501.

12. Complainant has failed to sustain his burden of proving that the utility has not made all such repairs, changes, alterations, substitutions, extensions, and improvements in or to such service and facilities as were necessary or proper for the accommodation, convenience, and safety of its patrons, employees, and the public. 66 Pa.C.S. § 1501.

ORDER

THEREFORE,

IT IS ORDERED:

1. That the formal Complaint filed by Mario Urlini against the Peoples Natural Gas Company, LLC, at docket no. C-2014-2458557 is dismissed.

2. That the Secretary mark this docket closed.

Dated: August 18, 2015 /s/

Susan D. Colwell

Administrative Law Judge

1. Peoples has signed a waiver of the Section 702 requirements for service of formal complaints, 66 Pa.C.S. § 702 and has agreed to electronic service instead under the Commission's waiver of 702 program. Service is listed in the Audit History of the case as having been effected on December 18, 2014 and again on January 15, 2015. [↑](#footnote-ref-1)