**BEFORE THE**

**PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Donald Rinald :

:

v. : C-2012-2292780

:

Columbia Gas of Pennsylvania, Inc., :

And Direct Energy Services, LLC :

**INITIAL DECISION**

Before

Susan D. Colwell

Administrative Law Judge

HISTORY OF THE PROCEEDING

This Initial Decision dismisses the Complaint of Donald Rinald (Complainant), for failure to carry the burden of proving that either named company violated a statute, regulation or orders of the Commission. The Complaint, filed March 5, 2012, against Columbia Gas of Pennsylvania, Inc. (Columbia) alleges that the utility bill dated February 14, 2012 contained the correct "therm pricing" but the structure of the bill mathematically and legally does not match the advertising. Complainant sought a complete detailing of the sources for all charges itemized on the bill. Complainant's natural gas supplier, Direct Energy Services, LLC (Direct Energy), was added as an indispensable party.

On March 30, 2012, Columbia filed its Answer which denies that there are incorrect charges on Complainant's bill and avers instead that the Complainant has misinterpreted the calculations.

On June 7, 2012, an Initial Telephonic Prehearing Conference Notice was issued which sets the date for Wednesday, August 15, 2012, and assigned the matter to me. On June 8, 2012, I issued a standard prehearing order.

On June 26, 2012, Complainant submitted his proposed exhibits along with a cover letter which indicates that he is seeking information, assistance and corrections rather than penalties.

On July 12, 2012, Respondent filed a Motion to Join Indispensable Party, seeking to join Complainant's natural gas supplier, Direct Energy Services, LLC (Direct Energy).

On July 15, 2012, Complainant sent a letter to me, asking that no action be taken which might delay or cancel the planned prehearing conference set for August 15, 2012. On July 27, 2012, I issued an Order Granting the Motion of Columbia Gas of Pennsylvania, Inc. to Join Direct Energy Services, LLC, as an Indispensable Party.

On August 7, 2012, Direct Energy filed a Motion for Extension of Time to File Responsive Documents to the formal Complaint and for Continuance of Scheduled Prehearing Conference. This Motion was granted by Order dated August 9, 2012.

By Notice issued October 25, 2012, the initial telephonic hearing was rescheduled for Thursday, December 13, 2012 at 10:00 am. Due to technical difficulties with the telephone system, the hearing was rescheduled for 2:00 pm that same day, and was held as scheduled. Complainant appeared on his own behalf. Columbia was represented by Larry Crayne, Esq., who presented the testimony of Marlene DeWitt and Erich Evans. Columbia submitted its exhibits one through six. Direct Energy was represented by Carl Shultz, Esq., who presented the testimony of Joseph Clark and submitted two exhibits. A transcript of 85 pages was generated, and the record closed upon its receipt on January 16, 2013.

The matter is now ripe for disposition.

FINDINGS OF FACT

1. Complainant is Donald Rinald, 281 Old Farm Road, Pittsburgh PA 15228.

2. Respondent is Columbia Gas of Pennsylvania, Inc., a jurisdictional public utility providing residential gas distribution service in the Commonwealth.

3. Respondent is Direct Energy Services, LLC, a licensed natural gas supplier (NGS) providing service in the Commonwealth.

4. On March 5, 2012, Complainant filed a formal Complaint alleging that the pricing change on his gas bill did not match the advertising and that the billing appears to be a rate increase without authorization.

5. Columbia Gas is the natural gas distribution company (NGDC) for the area which serves Complainant.

6. For the time period covered by the Complaint, Direct Energy provided the generation service to Complainant.

7. Marlene DeWitt, compliance specialist for Columbia Gas, appeared on behalf of Columbia. Tr. 35.

8. Columbia Exhibit 1 is an account statement for Complainant's account which reflects billing information from December 2010 through November 2012, including meter readings, consumption, therms, total billing and payments. Tr. 36.

9. Columbia Exhibit 5 is a three-page document consisting of: (1) a letter from Columbia dated March 23, 2012, which indicates that the purpose of the letter is to respond to a request for information regarding the conversion to therm billing, effective January 31, 2012; and (2) two pages of frequently asked questions and answers regarding therm billing. Tr. 38-39.

10. Columbia Exhibit 6 is a two-page photocopy of a bill insert included with Columbia's January 2012 billings which explains therm billing. Tr. 39.

11. Erich Evans, Director of Regulatory Strategy, appeared on behalf of Columbia. Tr. 42.

12. The conversion to therm billing is a billing conversion process, not a rate increase. Prior to January 31, 2012, customers were billed based on the volume of gas consumed per month, and after January 31, 2012, customers would be billed based on the energy consumed per month, or therms (Thm). Columbia Ex. 6.

13. All wholesale gas is sold in therms and decatherms (Dth).

14. Columbia's service territory is divided into eight separate market areas which do not interconnect. Tr. 48.

15. The heat content of the gas entering a Columbia market area from a pipeline is measured at the entry point every fifteen minutes, and the weighted average of this number is used to calculate the value used in billing customers in that market area. Tr. 49.

16. Columbia Exhibit 2 is a two-page photocopy of the notice of the last base rate case, filed March 15, 2011, as a bill stuffer. Tr. 50.

17. Columbia Exhibit 3 is a seven-page excerpt of the Commission's Opinion and Order in the March 15, 2011, rate case filing at R-2011-2215623 (Opinion and Order entered October 14, 2011) which discusses the switch to dekatherm billing. Tr. 50.

18. The Commission expressly granted permission for the conversion from Mcf billing to therm billing in the Opinion and Order entered October 14, 2011.

19. Columbia Exhibit 4 is a document designed by Mr. Evans to explain how therm billing works, and how it is revenue neutral to the company. Tr. 51.

20. Joseph Clark, Manager of Governmental and Regulatory Affairs for Direct Energy Services, LLC, appeared on behalf of Direct Energy. Tr. 67.

21. Direct Energy has been an NGS in Columbia Gas' territory since 2005. Tr. 68.

22. Direct Energy participates in consolidated billing with Columbia Gas. Tr. 68.

23. From March 2011 to March 2012, Complainant had a month-to-month contract with Direct Energy. Tr. 70.

24. A new contract was entered into beginning May 2012, which was canceled upon Columbia's request, effective November 1, 2012. Tr. 70.

25. Complainant was billed three different prices in 2012: 0.899 per Ccf; 0.799 per Ccf; and in April 2012, a direct market rate for a customer in the Columbia Gas service area of 0.529 Ccf. Tr. 71.

26. Direct Energy Exhibit 1 is four-page letter dated March 15, 2012 from Direct Energy to Complainant regarding a new rate. Tr. 71.

27. Direct Energy admits that it was at fault for a billing error that occurred for 52 customers when Columbia switched to therm billing. Tr. 72.

28. The amount of the error to Complainant's bill was $29.56, which was refunded to Complainant. Tr. 72-73.

29. Direct Energy Exhibit 2 is a table which explains the error to Complainant's account.

DISCUSSION

Pursuant to Commission approval, Columbia switched its unit of measurement for billing purposes from cubic feet to therms, *Pa. PUC, et al v. Columbia Gas of Pennsylvania, Inc.,* R-2010-2215623 (Opinion and Order entered October 14, 2011); Columbia Exhibit 3. This transition has created confusion for the Complainant, whose suspicion that one or both companies has acted improperly has led him to seek an explanation of how Columbia arrives at the billed amount, what the authority for the switch to therm pricing is, and how this switch affects natural gas competition.

Columbia is the entity that bills the Complainant for gas service, as it is the natural gas distribution company (NGDC), and Direct Energy the natural gas supplier (NGS) during the pertinent time period covered by this Complaint.

Burden of proof

The proponent of a rule or order in any Commission proceeding has the burden of proof, 66 Pa. C.S. § 332, and therefore, the Complainant has the burden of proving its case by a preponderance of the evidence, or evidence which is more convincing than the evidence presented by the other parties. *Se-Ling Hosiery v. Margulies*, 364 Pa. 45, 70 A.3d 854 (1950); *Samuel J. Lansberry, Inc. v. Pa. Publ. Util. Comm’n*, 578 A.2d 600 (Pa. Cmwlth. 1990).

Additionally, any finding of fact necessary to support an adjudication of the Commission must be based upon substantial evidence, which is such relevant evidence as a reasonable mind might accept as adequate to support a conclusion. *Mill v. Comm., Pa. Publ. Util. Comm’n*, 447 A.2d 1100 (Pa. Cmwlth. Ct.1982); *Edan Transportation Corp. v. Pa. Publ. Util. Comm’n,* 623 A.2d 6 (Pa. Cmwlth. Ct.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 & Western Ry. V. Pa. Publ. Util. Comm’n,* 489 Pa. 109, 413 A.2d 1037 (1980); *Erie Resistor Corp. v. Unemployment Com. Bd. Of Review*, 166 A.2d 96 (Pa. Super. Ct.1960); *Murphy v. Comm., Dept. of Public Welfare, White Haven Center,* 480 A.2d 382 (Pa. Cmwlth. Ct.1984).

The “burden of proof” is composed of two distinct burdens: the burden of production and the burden of persuasion. *Hurley v. Hurley*, 2000 Pa.Super. 178, 754 A.2d 1283 (2000).

The burden of production, also called the burden of producing evidence or the burden of coming forward with evidence, determines which party must come forward with evidence to support a particular proposition. This burden may shift between the parties during the course of a trial. If the party (initially, this will usually be the complainant, applicant, or petitioner, as the case may be) with the burden of production fails to introduce sufficient evidence the opposing party is entitled to receive a favorable ruling. That is, the opposing party would be entitled to a compulsory nonsuit, a directed verdict, or a judgment notwithstanding the verdict. Once the party with the initial burden of production introduces sufficient evidence to make out a prima facie case, the burden of production shifts to the opposing party. If the opposing party introduces evidence sufficient to balance the evidence introduced by the party having the initial burden of production, the burden then shifts back to the party who had the initial burden to introduce more evidence favorable to his position. The burden of production goes to the legal sufficiency of a party’s case.

If the test of legal sufficiency is passed, the party with the burden of proof must then bear the burden of persuasion to be entitled to a verdict in his favor. “[T]he burden of persuasion never leaves the party on whom it is originally cast, but the burden of production may shift during the course of the proceedings.” *Riedel v. County of Allegheny*, 159 Pa.Cmwlth. 583; 591, 633 A.2d 1325; 1328 n. 11 (1993). The burden of persuasion, usually placed on the complainant, applicant, or petitioner, determines which party must produce sufficient evidence to meet the applicable standard of proof. See, 66 Pa.C.S.A. §§ 332(a), 315. *Hurley v. Hurley*, 2000 Pa.Super. 178, 754 A.2d 1283 (2000). It is entirely possible for a party to successfully bear the burden of

production but not be entitled to a verdict in his favor because the party did not bear the burden of persuasion. Unlike the burden of production, the burden of persuasion includes determinations of credibility and acceptance or rejection of inferences. Even unrebutted evidence may be disbelieved. *Suber v. Pa. Comm’n on Crime and Delinquency*, 885 A.2d 678 (Pa.Cmwlth. 2005), app. denied, 586 Pa. 776, 895 A.2d 1264 (2006). In order to bear the burden of proof and be entitled to a decision in his favor, a party must bear both the burden of production and the burden of persuasion.

Complainant bears the burden of proving that Columbia and Direct Energy have acted improperly.

Legal standard

Every Pennsylvania consumer is entitled to a certain level of service:

**§ 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. . . .

66 Pa. C.S. § 1501.

The statutory definition of “service”[[1]](#footnote-1) is to be broadly construed. *Country Place Waste Treatment Co., Inc. v. Pa. Publ. Util. Comm’n,* 654 A.2d 72 (Pa. Cmwlth. 1995). This analysis will evaluate whether this Complainant was afforded the requisite level of service.

Complainant testified that the unexplained therm multiplier has destroyed his ability to get a competitive price on his gas, contrary to the intent of the Governor to create competition, ostensibly because the pricing of the suppliers is presented in cubic feet, not therms. Tr. 16. As a chemical engineer who used to work for a company which took pipeline gas and extracted some of the chemicals in it, he is familiar with the basic structure of gas delivery. Tr. 22. However, he wants to see a calculation which is used to convert gas from cubic feet to therms. Tr. 23.

Complainant seeks an explanation of (1) how Columbia arrives at the billed amount; (2) what the authority for the switch to therm pricing is; and (3) how this switch affects natural gas competition.

Complainant alleges that he had a year-long contract with Direct Energy, and for the first ten months, there were no issues. Then, for the last two months (February and March of 2012), Columbia changed the billing to "therms" in violation of his contract with Direct Energy. Tr. 11. Complainant did not submit the contract nor any portion which might require that the billing be in any particular unit of measurement.

Complainant indicated at the hearing that the result he sought from the Commission is an understanding of the basis of the change in his contract from hundreds of cubic feet to therms, and to be able to calculate his bill, as well as to correct his contract with Direct Energy, as he believed that Direct Energy had taken money in violation of the contract he had with them. Tr. 13. He averred that any billing in therms was inaccurate:

At any time that they billed me in therms is inaccurate. They used a third multiplier, which I have no idea how they calculated, and I think if you understand the distribution of gas in Pennsylvania, the procedure they use could not really be accurate because they are billing me for the gas that entered my house in terms which were calculated at the conditions that the gas entered Pennsylvania.

They took – there is no condition – no calculation of how it changed from the borders where they took an analysis of the gas to where I burned it and they have control of it during that time.

Tr. 14.

Columbia Exhibit 6 is the bill insert which was sent with the January 2012 billing. It indicates that to convert usage to therms, Columbia multiplies the BTU (British Thermal Units) value of the gas in the consumer's area by the volume of gas (Ccf) consumed that month. As an example, the insert states that, if the BTU content in an area is 1.05, the bill calculation will be 1.05 BTU times 100 Ccf over a month, equaling 105 therms. Tr. 40.

Columbia witness Evans provided a further explanation. He testified that the move to therms was motivated by (1) the disparity of the heat content in Columbia's gas in its system, which caused customers using the same amount of energy to be charged differently, and (2) the increase in heat value in one part of the system to cause a revenue loss in other parts of the Company. Tr. 43-44.

Columbia's system is set up to take gas from a pipeline at multiple points into eight separate market areas which do not interconnect. Natural gas can contain butane, hexane, and propane, which can change the heat content of the gas. Customers receiving "hotter" gas will use less than those using "colder" gas. Therefore, Columbia avers, the fair method is to use heat content and not volume of the gas. Tr. 45.

All gas sold on the wholesale level is sold in the heat value using therms and decatherms, and Mr. Evans testified that many utilities also use this unit of measurement. Tr. 46.

Mr. Evans explained that Complainant is seeing the BTU therm multiplier on his bill, which in February 2012 was 1.105, so roughly 11% change. When the conversion to therms was made, Columbia decreased the rate by 7.3%, so the net increase to Complainant was approximately 4%.

In response to Complainant's statement that one CCF equals one therm, Mr. Evans responded that a CCF is a volume of gas where therm is 100,000 BTUs. The volume of gas can vary depending on pressure, temperature, makeup of the gas, as well as other factors. Tr. 47. Commission regulations address this point and provide the following definitions:

*Ccf –* 100 cubic feet of gas. This is a measure of gas usage.

*Dth (Dekatherm)* – a measure of the heat content value of gas. Gas usage is determined by multiplying the Mcf used by the heat content value of the gas.

*Mcf* – 1,000 cubic feet of gas. This is a measure of gas usage.

52 Pa. Code § 62.80 (in pertinent part).

Columbia gets the BTU values measured by a third party at all the receipt points into the Columbia system for each area every fifteen minutes. Columbia does a weighted average for the month and uses that as the multiplier that appears on the customer's bill. Tr. 47.

In addition, Complainant challenges the accuracy of the measurements. The temperature of the gas is measured at the point of entry into the closed system, and the calculation assumes that it will remain that temperature over the entire system. He does not believe that this corporate assumption can be true. Tr. 26. He believes that in getting approval to switch to therms, Columbia "sold a bill of goods to the PUC." Tr. 27. When asked by Columbia counsel if every customer should get a measurement of the exact thermal value of the gas to individual meters, Complainant responded in the affirmative. Tr. 27.

Columbia's Mr. Evans explained that Columbia has eight separate systems or market areas which do not interconnect. The heat content in each is different. Tr. 48-49. While he admits that Columbia does not know the heat content of each customer's gas the exact minute that it is being used, the gas is measured every fifteen minutes, and the weighted average for the month is the value used. Columbia believes that this result is quite accurate. Tr. 49.

Columbia points out that the Commission's approval of the conversion to therms occurred in the last base rate case, and that the time to object to this was in that proceeding, which is open to all customers. Tr. 28. Note further that the Commission approval did not include a requirement that a heat content measuring instrument be added to each meter on Columbia's system.

In response to Complainant's inquiry regarding where the gas he buys from Direct Energy actually goes and whether any of it gets to Complainant, Mr. Evans said:

Your question is the actual molecules of gas you are purchasing from Direct Energy, we don't know where they go. The gas mixes in the system. It is not colored, we can't tell where exact molecules are traveling. We can tell the makeup of the gas as it enters our system.

We have – all the receipt points are monitored. Gas is measured constantly for heat content, and the only exit points are to meters on the system, so we know where it is coming in and where it is going out. As far as Direct Energy, where they are putting the gas into the interstate pipeline, that gas is not tracked. It can't be. It mixes with everyone else's gas put into interstate pipeline, too.

Tr. 53.

Complainant's concern that the move to therm measurement will prevent him and other Columbia customers from comparing the prices was also addressed. Mr. Evans opined that the suppliers must quote prices in whatever unit of measure the utility is billing in. Tr. 56. This is supported by a Commission regulation:

**§ 62.77. Marketing/sales activities.**

(a) An NGS's marketed prices shall reflect disclosure statement prices and billed prices and shall be presented in the standard pricing unit of the NGDC.

\* \* \*

52 Pa. Code § 62.77(a).

Accordingly, the NGS price should be in the same pricing unit as the Price to Compare[[2]](#footnote-2) of Columbia Gas, thus providing optimal opportunity for Complainant to compare the pricing of the NGSs in the Columbia Gas territory. The website used for comparison of NGSs operating in Columbia's territory is operated by the Office of Consumer Advocate (OCA)[[3]](#footnote-3), and on January 17, 2013, it showed each NGS price in Columbia's territory in therms. Accordingly, there is no evidence to support a finding that the use of therm based billing is anticompetitive or a violation of law.

The evidence shows that both Respondents were properly responsive to Complainant's inquiries and Complaint. Columbia met with Complainant and attempted to explain the conversion of the system to therms. Tr. 20-21. In addition, there were several telephone conversations between Columbia counsel and Complainant to discuss the Complaint. Tr. 23.

Direct Energy stated that it regrets any inconvenience caused by the conversion from Ccf to therm billing and has issued a reimbursement check for $29.56 to Complainant for its admitted error. *See* Direct Energy Exhibit 2. As Direct Energy has admitted and corrected its error, there is no evidence to support a finding of any misconduct against it.

To summarize, Complainant sought specific information from the respondents, and the respondents have provided all information sought:

1. Columbia switched to therm billing after receiving approval from the Commission to do so, and this approval can be accessed at R-2010-2215623 (Opinion and Order entered October 14, 2011), pertinent pages appear at Columbia Exhibit 3.

2. To convert usage to therms, Columbia multiplies the BTU (British Thermal Units) value of the gas in the consumer's area (one of eight distinct areas) by the volume of gas (Ccf) consumed that month. As an example, the insert states that, if the BTU content in an area is 1.05, the bill calculation will be 1.05 BTU times 100 Ccf over a month, equaling 105 therms. Tr. 40; Columbia Exhibit 5 and 6.

3. The NGS price should be in the same pricing unit as the Price to Compare of Columbia Gas, thus providing optimal opportunity for Complainant to compare the pricing of the NGSs in the Columbia Gas territory. The website used for comparison of NGSs operating in Columbia's territory is operated by the Office of Consumer Advocate (OCA), and on January 17, 2013, it showed each NGS price in Columbia's territory in therms. *See* <http://www.oca.state.pa.us/Industry/Natural_Gas/gascomp/columbia_rss.htm>

4. Direct Energy experienced some difficulty when converting to therm pricing and there was a billing error, which it has reconciled and has refunded the overbilling to Complainant.

There is no evidence to support a finding that either Respondent has violated a statute, regulation or order of the Commission. In fact, the evidence shows that both Respondents have expended considerable effort to address Complainant's confusion, both prior to and during the hearing, and their efforts are commendable. Accordingly, the Complaint is dismissed.

CONCLUSIONS OF LAW

1. The proponent of a rule or order in any Commission proceeding has the burden of proof, 66 Pa. C.S. § 332, and therefore, the Applicant has the burden of proving its case by a preponderance of the evidence, or evidence which is more convincing than the evidence presented by the other parties. *Se-Ling Hosiery v. Margulies*, 364 Pa. 45, 70 A.3d 854 (1950); *Samuel J. Lansberry, Inc. v. Pa. Publ. Util. Comm’n*, 578 A.2d 600 (Pa. Cmwlth. 1990).

2. Additionally, any finding of fact necessary to support an adjudication of the Commission must be based upon substantial evidence, which is such relevant evidence as a reasonable mind might accept as adequate to support a conclusion. *Mill v. Comm., Pa. Publ. Util. Comm’n*, 447 A.2d 1100 (Pa. Cmwlth. Ct.1982); *Edan Transportation Corp. v. Pa. Publ. Util. Comm’n,* 623 A.2d 6 (Pa. Cmwlth. Ct.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 & Western Ry. V. Pa. Publ. Util. Comm’n,* 489 Pa. 109, 413 A.2d 1037 (1980); *Erie Resistor Corp. v. Unemployment Com. Bd. Of Review*, 166 A.2d 96 (Pa. Super. Ct.1960); *Murphy v. Comm., Dept. of Public Welfare, White Haven Center,* 480 A.2d 382 (Pa. Cmwlth. Ct.1984).

3. The “burden of proof” is composed of two distinct burdens: the burden of production and the burden of persuasion. *Hurley v. Hurley*, 2000 Pa.Super. 178, 754 A.2d 1283 (2000).

4. The burden of production, also called the burden of producing evidence or the burden of coming forward with evidence, determines which party must come forward with evidence to support a particular proposition. This burden may shift between the parties during the course of a trial. If the party (initially, this will usually be the complainant, applicant, or petitioner, as the case may be) with the burden of production fails to introduce sufficient evidence the opposing party is entitled to receive a favorable ruling. That is, the opposing party would be entitled to a compulsory nonsuit, a directed verdict, or a judgment notwithstanding the verdict. Once the party with the initial burden of production introduces sufficient evidence to make out a prima facie case, the burden of production shifts to the opposing party. If the opposing party introduces evidence sufficient to balance the evidence introduced by the party having the initial burden of production, the burden then shifts back to the party who had the initial burden to introduce more evidence favorable to his position. The burden of production goes to the legal sufficiency of a party’s case.

5. Having passed the test of legal sufficiency, the party with the burden of proof must then bear the burden of persuasion to be entitled to a verdict in his favor. “[T]he burden of persuasion never leaves the party on whom it is originally cast, but the burden of production may shift during the course of the proceedings.” *Riedel v. County of Allegheny*, 159 Pa.Cmwlth. 583; 591, 633 A.2d 1325; 1328 n. 11 (1993). The burden of persuasion, usually placed on the complainant, applicant, or petitioner, determines which party must produce sufficient evidence to meet the applicable standard of proof. *Hurley v. Hurley*, 2000 Pa.Super. 178, 754 A.2d 1283 (2000).

6. It is entirely possible for a party to successfully bear the burden of production but not be entitled to a verdict in his favor because the party did not bear the burden of persuasion. Unlike the burden of production, the burden of persuasion includes determinations of credibility and acceptance or rejection of inferences. Even unrebutted evidence may be disbelieved. *Suber v. Pa. Comm’n on Crime and Delinquency*, 885 A.2d 678 (Pa.Cmwlth. 2005), app. denied, 586 Pa. 776, 895 A.2d 1264 (2006). In order to bear the burden of proof and be entitled to a decision in his favor, a party must bear both the burden of production and the burden of persuasion.

7. A utility is required to provide just and reasonable service. 66 Pa. C.S.

§ 1501.

8. 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).

9. An NGS's marketed prices shall reflect disclosure statement prices and billed prices and shall be presented in the standard pricing unit of the NGDC. 52 Pa. Code

§ 62.77.

10. Complainant has failed to sustain his burden of proving that Columbia Gas of Pennsylvania, Inc., has provided service in violation of applicable law.

11. Complainant has failed to sustain his burden of proving that Direct Energy Services, LLC, has provided service in violation of applicable law.

ORDER

THEREFORE,

IT IS ORDERED:

1. That the Complaint filed against Columbia Gas of Pennsylvania, Inc., in the case captioned Donald Rinald v. Columbia Gas of Pennsylvania, Inc. at Docket No. C-2012-2292780, is dismissed.

2. That the Complaint filed against Direct Energy Services, LLC, in the case captioned Donald Rinald v. Columbia Gas of Pennsylvania, Inc. at Docket No. C-2012-2292780, is dismissed.

3. That the Secretary mark this docket closed.

Date: January 18, 2012 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Susan D. Colwell

Administrative Law Judge

1. “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, but shall not include any acts done, rendered or performed, or any thing furnished or supplied, or any facility used, furnished or supplied by public utilities or contract carriers by motor vehicle in the transportation of voting machines to and from polling places for or on behalf of any political subdivision of this Commonwealth for use in any primary, general or special election, or in the transportation of any injured, ill or dead person, or in the transportation by towing of wrecked or disabled motor vehicles, or in the transportation of pulpwood or chemical wood from woodlots. 66 Pa. C.S. § 102. [↑](#footnote-ref-1)
2. Defined as "The dollar amount charged by the NGDC used by consumers to compare prices and potential savings with other NGSs. 52 Pa. Code § 62.80 (definitions relating to natural gas competition). [↑](#footnote-ref-2)
3. *See* http://www.oca.state.pa.us/Industry/Natural\_Gas/gascomp/columbia\_rss.htm [↑](#footnote-ref-3)