

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Tricia Mezzacappa	:	C-2021-3023697
	:	C-2021-3023725
v.	:	C-2021-3023926
	:	
UGI Utilities Inc.	:	

**INITIAL DECISION**

Before  
Darlene Heep  
Administrative Law Judge

**INTRODUCTION**

The Complainant, a natural gas customer, filed several complaints concerning the interactions of UGI Utilities Inc. and the Complainant during a gas line replacement project. This Initial Decision denies the Complainant’s formal complaints because she failed to meet her burden of proving that UGI Utilities Inc. violated the Public Utility Code, Commission regulations or a Commission Order.

**HISTORY OF THE PROCEEDING**

On January 14, 2021, the Complainant, Tricia Mezzacappa, filed a formal complaint with the Pennsylvania Public Utility Commission (Commission) against UGI Utilities, Inc. (UGI), Docket Number C-2021-3023697, wherein she alleged that she was subjected to constant noise and congestion and that her automobile was unlawfully moved during UGI’s installation of a new gas line in West Easton, Pennsylvania.

On January 15, 2021, the Complainant filed a second formal complaint at Docket Number C-2021-3023725 alleging that other cars parked in no parking zones were not towed. She also alleged that UGI contractors were not courteous when she attempted to get their names, that she fell off the easement owned by UGI and was injured, and she did not have access to her automobile because it had been towed.

On January 29, 2021, the Complainant filed a third formal complaint at Docket Number C-2021-3023926. In that complaint, Ms. Mezzacappa alleged that UGI was threatening to shut off her service or had already shut it off. She further contended that in retaliation for the previous two complaints, the company was demanding access to her home to light a pilot light and to inspect the furnace and tag it. She also stated in the complaint that she would not allow anyone from UGI into her home because when the company moved her meter, her property was destroyed and sustained water damage.

On February 2, 2021, UGI filed an answer to the complaint at Docket Number C-2021-3023697, asserting that UGI has treated the Complainant in a professional and courteous manner. UGI also stated that the Complainant's vehicle was towed after all reasonable efforts were undertaken to contact the Complainant regarding removal.

On February 3, 2021, UGI filed an answer to the complaint filed at C-2021-3023725. In the answer, UGI asserted that UGI was engaged in line renewal work and that reasonable attempts were made by UGI personnel and law enforcement to contact the Complainant about moving her automobile, but they were unsuccessful. UGI also asserted that the Complainant was at all times treated in a professional and courteous manner.

On February 4, 2021, a Telephonic Hearing Notice issued at Docket Number C-2021-3023697 advised the parties that a hearing would be held on March 10, 2021.

Also on February 4, 2021, UGI filed a Motion for Consolidation of the complaint at Docket Number C-2021-3023697 with the complaints at Docket Numbers C-2021-3023725 and C-2021-3023926.

On February 5, 2021, UGI filed an answer to the complaint filed at Docket Number C-2021-3023926. In the answer, UGI asserted that access to the Complainant's residence is required for connection of the new gas service main in accordance with UGI Tariff Rules 6.2 and 9.1. The company again asserted that the Complainant had been treated in a courteous manner. UGI further asserted that the Complainant's gas service is subject to termination if she fails to allow access. UGI also averred that it is required to perform a safety inspection and to relight Complainant's furnace after connection of the service line to the new main facilities. UGI also asserted that the Complainant never filed a damage claim with UGI, that the Commission cannot award the Complainant damages, and that a complaint for damages should be brought in an appropriate civil court.

On February 8, 2021, the Motion for Consolidation was granted.

On February 10, 2021, the Hearing Notice was reissued, setting the consolidated action for hearing on March 10, 2021.

On March 3, 2021, the Complainant sent an email requesting a continuance of her March 10, 2021 hearing date because she was due in a state court for another matter on the same date. UGI did not object to the continuance request.

On March 5, 2021, a Hearing Notice was issued which scheduled a telephonic hearing for April 13, 2021. Also on March 5, 2021, a Prehearing Order was issued, advising the parties of the procedures and deadlines in this matter.

On March 22, 2021, UGI submitted a Motion to Disconnect Service of the Complainant (Motion). In the Motion, UGI averred that the Complainant had refused the company access to connect her service to the new gas main. The company averred that the new main was installed in compliance with UGI Tariff Rule 19, Rider I, as part of its Distribution and System Improvement Charge to accelerate the replacement of aging infrastructure.

UGI also stated in the Motion that before connection to the new main, a UGI approved certified plumber must perform a safety inspection of the Complainant's gas fired appliances and relight them and coordinate with UGI to turn on the gas service. According to the motion, the Complainant was the only customer remaining on the old main and, as a consequence, UGI could not de-energize and abandon the old main.

On March 22, 2021, the Complainant was emailed a copy of the Motion and directed to file a response by March 29, 2021.

On March 22, 2021, the Complainant filed a response to the Motion. She stated that UGI representatives would never gain access to her home because they had previously destroyed her property, causing bursting pipes and mold while using a jackhammer. She also stated that the appliances were her property, and she was capable of re-lighting them.

By Notice dated March 26, 2021, a Prehearing Conference to address the Motion and procedures was set for March 29, 2021. The conference began as scheduled and Complainant and the attorney for UGI Utilities, Larry Crayne, Esquire, participated. Arguments from both parties were heard regarding the Motion to Disconnect Service and there was discussion of a possible settlement. The parties could not resolve the Motion; however, the parties agreed to exchange information regarding plumbers certified by UGI to connect the Complainant to the new gas main and to continue to discuss settlement of the service disconnect issue.

The hearing on the consolidated complaints was held on April 13, 2021, and began as scheduled at 10:00 a.m. UGI was represented by Attorney Crayne. The Complainant was not present. A recess was taken to allow the Complainant time to call in to the hearing.

When the hearing resumed at 10:13 a.m., the Complainant was not present. UGI was allowed to present the testimony of David Amory, Senior Manager of Operations for UGI in support of the UGI Motion to Disconnect. During Mr. Amory's testimony, at

approximately 10:35 a.m., the Complainant appeared. The Complainant was allowed to cross examine Mr. Amory. The hearing then proceeded to address the Complainant's claims.

The Complainant testified on her own behalf and offered no exhibits during the hearing. In addition to the testimony of Mr. Amory, UGI presented the testimony of Nathaniel Hernandez, UGI Contractor Inspector; David Haas, Skoda Contractor for UGI New Main; Michael Cawley, UGI Senior Construction and Maintenance Supervisor for contractor crews; and Amy Wynn, UGI Senior Compliance Representative; and six (6) exhibits.

All UGI exhibits were admitted. They are:

R-1 (2/4/21 letter from D. Amory)

R-2 (No Parking sign)

R-3 (2/26/21 letter from D. Amory)

R-4 (letter re: LIURP from M. Irizarry, UGI Senior Customer Outreach Supervisor)

R-5 (Gas Operations Manual, Section 35.10.20)

R-6 (Gas Operations Manual Section 35.10.40)

On May 6, 2021, counsel for UGI filed a letter advising that the parties could not reach agreement on the Motion to Disconnect. UGI urged in the letter that a decision regarding the Motion be issued so as not to delay retirement of the old main until Spring 2022. A copy of the letter was emailed and sent by the United States Postal Service to the Complainant.

On May 12, 2021, an order was issued granting the Motion to Disconnect. The discussion in the order noted that there was nothing preventing UGI from disconnecting the Complainant from the old main and therefore the actual issue was whether the Complainant would allow the company to connect her to the new main. It also noted that 66 Pa. C.S.A. § 1501 requires the company to provide safe service; that UGI presented testimony during the April 13, 2021 hearing that demonstrated the Complainant is the only customer still connected to

the old main; and that the old main is prone to leaking conditions and can be hazardous. (Tr. 13, 14, 15).

To date, the Complainant has not responded to the May 6, 2021 letter.

The record consists of a 108-page transcript and 6 exhibits. The record closed on May 12, 2021, when the Order granting the Motion to Disconnect was issued.

### FINDINGS OF FACT

1. The Complainant is Tricia Mezzacappa, who resides and receives UGI gas service in the 800 block of Ridge Street in West Easton, Pennsylvania. (Service Address).

2. UGI Utilities, Inc., a jurisdictional public utility, is the Respondent.

3. In 2018, UGI moved the Complainant's gas meter from inside the Complainant's home to outside. Tr. 51-52.

4. The Complainant did not file any claims with UGI for alleged damages pertaining to the work done by UGI in 2018 when it moved her meter outside. Tr. 52.

5. In January 2021, UGI contractor Skoda Contracting was continuing a UGI gas main replacement project in the 800 block of Ridge Street in West Easton, Pennsylvania, where the Complainant resided. Tr. 68.

6. On January 11, 2021, David Haas of Skoda put up "No Parking" signs on Ridge Street because Skoda was going to work on the main project on January 13, 2021. Tr. 68.

7. While putting up the "No Parking" signs, Mr. Hass spoke with the Complainant about the project and the parking. Tr. 68-69.

8. The “No Parking” signs posted on January 11, 2021 by Mr. Haas stated that there was no parking Monday through Friday from “6 am to 4 pm”. Tr. 91; UGI Exhibit R-2.

9. When Mr. Haas arrived on Ridge Street at about 6:50 a.m. the morning of January 13, 2021, there was a car parked on the street where new main work was to take place. Tr. 69.

10. After finding the car parked on the street on January 13, 2021, Mr. Haas knocked on nearby doors to find the owner. Tr. 69.

11. Mr. Haas called the police to find out whether they could research the license plate number on the car to determine the owner. Tr. 70.

12. After a neighbor pointed to the Complainant’s house and the police looked up the license plate number and determined that Complainant was the owner of the car on January 13, 2021, Mr. Haas knocked at the Complainant’s door, but there was no answer. Tr. 69.

13. On January 13, 2021, at about 7-7:30 a.m., the Complainant was awakened by knocking on her door and the sound of car horns, but she did not answer the door. Tr. 36, 56-57.

14. The banging on the door on January 13, 2021, caused ornaments that were on the windowsill to fall and break; Tr. 59-60.

15. The Complainant did not open the door to the knocking on January 13, 2021. Tr. 36.

16. A state trooper arrived at the scene on the morning of January 13, 2021. Tr. 70-71, 81.

17. The state trooper called for a tow truck after he knocked on the Complainant's door and called her telephone and she did not answer. *Id.*
18. The Complainant's car was towed away on January 13, 2021. Tr. 37.
19. On the morning of January 13, 2021, the Complainant looked outside and saw UGI employees around her car but did not go to the door or in any way communicate with the UGI employees before her car was towed. Tr. 35-36.
20. After her car was towed the morning of January 13, 2021, the Complainant called Skoda and UGI. Tr. 38.
21. When the Complainant called UGI, she was referred to Skoda. Tr. 39.
22. When Skoda was called by the Complainant, a representative stated that the area office would be contacted. Tr. 39.
23. On the morning of January 13, 2021, after her car was towed, the Complainant went outside and spoke to Nathaniel Hernandez, a UGI Contractor Inspector at the work site. Tr. 62.
24. On January 15, 2021, the Complainant visited the UGI work site, demanded the names of UGI employees and contractors and spoke with Mr. Hernandez and Mr. Haas. Tr. 54-56.
25. The Complainant slipped down the embankment as she walked back to her home on January 15, 2021. Tr. 73.74.
26. State troopers arrived as the Complainant walked toward her house after speaking with Mr. Hernandez on January 15, 2021. Tr. 30, 45, 46, 64.

27. On January 15, 2021, UGI Supervisor Cawley made three telephone calls to the Complainant and upon reaching her on the third call, he informed Ms. Mezzacappa that he would pay towing charges and that she could pick up her car, which she did. Tr. 48. 87.

28. On January 26, UGI sent the Complainant a letter advising her that she qualifies for the UGI usage reduction program that provides weatherization for energy-saving improvements. Tr. 100, 103.

29. If it is discovered during the inspection conducted to connect the Complainant's service to the new main that the Complainant's furnace is defective, the usage reduction program would pay for the cost of repairing or replacing the furnace up to an allowance maximum of \$11,000. Tr. 100, UGI Exhibit R-4.

30. On January 29, 201, Mr. Cawley and Mr. Amory had a telephone discussion with the Complainant to address her concerns and schedule a date to complete the work involving her service; no date was scheduled. Tr. 9.

31. On February 4, 2021, UGI Senior Operations Manager David Amory sent a letter to the Complainant informing her that the company was performing work on a new gas main and that her service would have to be interrupted for up to two hours. UGI Exhibit R-1.

32. The letter dated February 4, 2021, also provided a telephone number to call to schedule a time for the work, stated that the work must be completed February 10 or February 11, 2021, prior to UGI retiring the old main, and that if UGI is unable to access her residence prior to the old main being retired, she would be left without service. UGI Exhibit R-1.

33. On February 26, 2021, Mr. Amory sent a letter to the Complainant stating that the transfer to the new main was postponed due to weather, that the work would be performed on March 9, 2021, and again advising that if the company could not gain access to her home, she would be without service. UGI Exhibit R-3.

34. On February 27, 2021, the Complainant called Mr. Amory and stated that UGI is not permitted in her house or on her property. Tr. 9.

35. UGI Turn On Procedure 35.10.20 requires access to a customer's gas services to relight appliances when gas service is tied into a new main. UGI Exhibit R-5.

36. UGI Operations Manual Section 35.10.40 provides criteria and procedures that must be followed by a UGI employee or approved contractor plumber if, while connecting service to a new main, a gas appliance is identified and tagged as hazardous or potentially hazardous. UGI Exhibit R-5.

37. Only trained UGI employees and UGI certified contractors are permitted to connect service to the new main and conduct the required safety inspection. Tr. 27-28.

38. UGI maintains a list of approximately 45 approved contract plumbers. Tr. 16.

39. To be placed on the UGI list of contract plumbers, a plumber takes part in a UGI training program to obtain certification and then recertifies approximately every three years. Tr. 16-17.

40. UGI trains and certifies plumbers to assure that they are following the correct steps in the operating manual and will properly turn on gas or introduce gas to a residence or commercial property. Tr. 11, 17.

41. The Complainant will only allow her plumber of 21 years to enter her home to restart her gas service. Tr. 22.

42. The Complainant's plumber is not on the UGI certified plumbers list. Tr. 21, 25.

43. On March 29, 2021, Mr. Amory emailed a copy of the list of UGI certified plumbers to the Complainant at the email address that she provided to UGI. Tr. 12, 25-26.

44. Mr. Amory spoke with the Complainant's plumber about the reconnect requirements and being present when a UGI approved plumber reconnected the Complainant's service. Tr. 11-12.

45. The Complainant refuses to allow any of the listed UGI certified plumbers into her home to reconnect service. Tr, 24,

46. The Complainant would not allow a UGI trained plumber to reconnect her service even if her plumber is present. Tr. 22.

47. As of the date of the hearing, all of the new main had been installed and existing service tied into the new main except for that of the Complainant. Tr. 13.

48. The old mains were prone to leaking conditions and could be hazardous in nature. Tr. 13-14.

### DISCUSSION

As the proponent of a rule or order, the Complainant bears the burden of proof pursuant to Section 332(a) of the Code. 66 Pa.C.S. § 332(a). To satisfy this burden, the Complainant must demonstrate that the Respondent was responsible for the problems alleged in the Complaint through a violation of the Public Utility Code or a regulation or order of the Commission.

The Pennsylvania Public Utility Code requires each public utility to provide the following:

Every public utility shall furnish and maintain adequate, efficient, safe, and reasonable service and facilities . . . Such service and facilities shall be in conformity with the regulations and orders of the commission. . . .

66 Pa.C.S. § 1501.

The statutory definition of “service” is to be broadly construed. *Country Place Waste Treatment Co., Inc. v. Pa. Pub. Util. Comm'n*, 654 A.2d 72 (Pa.Cmwlth. 1995). Section 102 defines service as follows:

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.

6 Pa.C.S.A. § 102.

To establish a sufficient case and satisfy the burden of proof, the Complainant must show that the respondent public utility violated either its duty under the Public Utility Code or the orders or regulations of the Commission or that the utility is responsible or accountable for the problem described in the Complaint. 66 Pa.C.S. § 701; *Griggs v Phila. Gas Works*, Docket Number F-2020-3021754 (Order entered July 21, 2021) (citing *Patterson v. Bell Tel. Co. of Pa.*, 72 Pa. PUC 196 (1990), *Feinstein v. Phila. Suburban Water Co.*, 50 Pa. PUC 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), *alloc. den.*, 602 A.2d 863 (Pa. 1992). That is, by presenting evidence 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).

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 Transp. 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 & W. Ry. v. Pa. Pub. Util. Comm'n*, 489 Pa. 109, 413 A.2d 1037 (1980); *Erie Resistor Corp. v. Unemployment Comp. Bd. of Review*, 194 Pa.Super. 278, 166 A.2d 96 (1960); *Murphy v. Pa. Dep't of Pub. Welfare, White Haven Ctr.*, 480 A.2d 382 (Pa.Cmwlth. 1984).

Upon the presentation by the Complainant of evidence sufficient to initially satisfy the burden of proof, the burden of going forward with the evidence to rebut the evidence of the Complainant shifts to the Respondent. If the evidence presented by the Respondent is of co-equal weight, the Complainant has not satisfied his burden of proof. The Complainant would be required to provide additional evidence to rebut the evidence of the Respondent. *Burleson v. Pa. Pub. Util. Comm'n*, 443 A.2d 1373 (Pa.Cmwlth. 1982), *aff'd*, 461 A.2d 1234 (Pa. 1983).

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).

The Complainant claims that: 1) her car was towed because the company did not notify people in the area about the project and parking; 2) her property was damaged when UGI or its representatives banged on her front door on January 13, 2021 and when UGI moved her meter outside in 2018 (Tr. at 50); 3) company representatives have treated her rudely and without consideration and disrupted the neighborhood; 4) she fell due to the mismanagement of the UGI project; and 5) UGI is threatening to shut off her service in retaliation for the filing of two complaints.

#### Towing of the Complainant's car

While the Complainant's frustration is understandable, the record does not establish support for the Complainant's claim that the company did not notify the community about the parking restrictions or that her car was unlawfully towed. In January of 2021, UGI and its contractor, Skoda Contracting, were replacing a prone-to-leak old gas main. The evidence

established that as Skoda employee Haas put up the No Parking signs on January 11, 2021, the Complainant discussed parking with Skoda employee Haas. This was two days before the new main work was to continue and the Complainant's car was towed on January 13, 2021.

The signs posted clearly stated that there was no parking Monday through Friday from 6:00 a.m. to 4:00 p.m. *See* UGI Exhibit R-2. Further, the Complainant acknowledged seeing the No Parking signs. Tr. 42.

Additionally, on January 13, 2021, efforts were made by Mr. Haas and law enforcement to notify Ms. Mezzacappa that her car had to be moved. Mr. Haas testified that he knocked on the Complainant's door and that a state trooper also knocked on the Complainant's door and tried to call her several times. Tr. 70-71. The Complainant did not answer the door or calls. Tr. 36.

When there was no answer to the door or phone call, the state trooper called a tow truck to remove the car. Tr. 70, 63, 69.

The Complainant is correct that the UGI representatives knocking at her door could have announced themselves as acting on behalf of UGI. Tr. 36. However, that failing alone does not rise to the level of a violation under the circumstances.

UGI posted "No Parking" signs in advance of the day the Complainant's car was towed, signs the Complainant acknowledged she saw. Also, there were efforts by UGI, its contractor Skoda, and law enforcement to alert the Complainant that she needed to move her car, to which she did not respond. Additionally, the Complainant testified that she looked outside and saw UGI employees around her car but did not go to the door or in any way communicate with the UGI employees before her car was towed. Tr. 35-36.

The actions of the UGI representatives were reasonable and not in violation of the Code or a regulation or order of the Commission. The Complainant cannot prevail here.

### Damage to Complainant's property

The Complainant contends that UGI and its representatives caused the breakage of irreplaceable family keepsakes when they banged on her door on the morning of January 13, 2021. Tr. 49, 60. She also contends that UGI damaged her property when the company moved her meter outside in 2018. Tr. 50-51. She would like compensation for both. Tr. 73, 51-52.

Whether for damage to her keepsakes or for any damage related to the company moving her meter outside, claims for damages are not within the jurisdiction of the Commission. It is well-established under Pennsylvania law that the enforcement powers of the Commission do not include the power to award money damages. *Elkin v. Bell Tel. Co. of Pa.*, 420 A.2d 371 (Pa. 1980); *Feingold v. Bell of Pa.*, 383 A.2d 791 (Pa. 1978). The Commission cannot award the reimbursement sought by the Complainant here. *Baker v PECO Energy Co.*, Docket Number C-2016-2573166 (Order entered November 16, 2018); *Morrow v. Bell Tel. Co. of Pa.*, 330 Pa.Super. 276, 479 A.2d 548 (1984); *W. Penn Power Co. v. Pa. Public Utility Comm'n*, 104 Pa.Cmwth. 21, 521 A.2d 75 (1987); *Ostrov v. I.F.T., Inc.*, 402 Pa.Super. 87, 586 A.2d 409 (1991). A request for monetary damages must be pursued before a federal district court, a Magisterial District Justice or a Court of Common Pleas. See *Poorbaugh v. Pa. Pub. Util. Comm'n*, 666 A.2d 744 (Pa. Cmwth. 1995).

Damages claims will be dismissed for lack of jurisdiction. However, the Complainant may pursue such claims in the appropriate forum.

### Treatment by UGI representatives and contractors

The Complainant testified that she was ill-treated and the situation was unreasonably handled by UGI representatives. She testified that she was awakened on the morning of January 13, 2021, when several UGI representatives knocked on her door “like maniacs” and blared car horns, frightening her. Tr. 35. She also testified that the banging on her door shook the windowsill, causing items on the windowsill to fall and break. Tr. 34-35. The items broken were irreplaceable family ornaments. Tr. 49, 59.

Ms. Mezzacappa also testified that when she went outside and tried to talk with UGI and Skoda workers on January 13, 2021, and January 15, 2021, about the towing of her car, the broken items, and to obtain the names of those responsible, she was rudely received. She testified that she was treated in a horrific fashion and in a patronizing and threatening manner. Tr. 39, 58. She also testified that she “got the run around,” and that UGI employees told her it was not their problem but was Skoda’s problem. *Id.* Ms. Mezzacappa also complains that she was subjected to noise and disruption during the new gas main installation project. Complaint C-2021-3023697; Tr. 103, 104.

UGI presented testimony in response to the Complainant’s claims of mistreatment. Nathaniel Hernandez, UGI Contractor Inspector, testified that on January 13, 2021, Ms. Mezzacappa approached and told him that her car had been towed and as a result she was unable to get to an important appointment. Tr. 63. According to Mr. Hernandez, the Complainant also told him that the knocking at the door had frightened her and that items in her house had been broken. *Id.* Mr. Hernandez responded that he had just arrived and was not involved in that matter. He also testified that he told the Complainant that he would talk to David Amory, Senior Manager of Operations for UGI, about the situation and that the Complainant was angry when she walked away. Mr. Hernandez subsequently spoke to Mr. Amory. Tr. 62-63.

David Haas, Skoda Contractor for the UGI New Main, testified that while posting No Parking signs on January 11, 2021, he and the Complainant had a polite conversation about the parking restrictions and main work, but that things were different on January 15, 2021. He testified that he was working at the regulator station near the Complainant’s home when Complainant approached him, unhappy about her car being towed and the items broken in her home. He advised her to call the police because the police had her car towed. Tr. 71. Mr. Haas testified that the Complainant responded that the police were not helpful. Tr. 72. He further testified that at one point the Complainant left the scene and later returned with pen and paper, demanding the names and telephone numbers of the employees. Tr. 73. Mr. Haas then called the state police, who spoke with the Complainant when they arrived. *Id.*

In *Gallagher v. Bell Tel. Co. of Pa.*, Docket No. F-8958314 (Order entered September 23, 1992), the Commission held that a public utility violated 66 Pa. C.S. § 1501 by allowing its customer service employees who contacted the complainant by telephone to refuse to identify themselves to a complainant, by calling the complainant a rude and filthy name and by hanging up on the complainant. Administrative Law Judges have also found violations where a utility customer was treated unreasonably and the customer's concerns were ignored. See *Allamin v. Nat'l Fuel Gas Corp.*, Docket Number F-2009-2111224 (December 23, 2009); *Goldman v. Dorr*, Docket Number C-2014-2406535 (October 30, 2014). The evidence presented and the circumstances in this matter do not support finding violations here.

Major public works projects are inherently noisy and temporarily disruptive to a community. The Complainant presented no evidence that the conduct of the UGI new main project was extraordinarily disruptive or violated the Code, regulations or a Commission Order.

The towing of the Complainant's car created an unpleasant situation for Ms. Mezzacappa and the UGI and Skoda workers. However, nothing in the record supports a finding that any actions by employees of UGI or its contractor Skoda were unreasonable or that how the employees responded to the Complainant on January 13 and January 15, 2021 were as egregious as in *Gallagher* or otherwise constitute a violation.

Although the situation was tense, the UGI employees addressed the Complainant's concerns. After the Complainant spoke with Mr. Hernandez on January 13, 2021, he contacted Mr. Amory. Although the Complainant had parked her car in violation of the "No Parking" signs, UGI Supervisor Cawley called the Complainant on January 15, 2021, and told her that he would pay towing charges and that she could pick up her car, which she did. Tr. 48, 87.

There is no violation of the Code, regulations or a Commission order here.

### Project Management and Fall

The Complainant contends that she fell at the worksite because of mismanagement. Tr. 46. The Complainant testified that she slipped and fell off the embankment after speaking with Mr. Haas on January 15, 2021. Mr. Haas also testified that the Complainant slipped as she walked back to her house after speaking with him. Tr. 73.

The record does not establish, however, that UGI is responsible or accountable for the Complainant's mishap. The Complainant presented no evidence of mismanagement of the site or that her slip was caused by the Respondent or any action by UGI representatives. The Complainant cannot prevail here.

### Threatening to Shut Off Service

The Complainant alleged in her January 29, 2021 complaint, C-2021-3023926, that the company was threatening to shut off her service in retaliation for the previous complaints she filed with the Commission against UGI. She also challenged UGI's need to access her home to light a pilot light and to inspect her furnace in order to connect her to the new main. The Complainant also expressed concern in the complaint that UGI would "red tag" her furnace, i.e., find a hazardous condition and turn off the appliance until the problem was corrected. Complaint at Docket Number C-2021-3023926; Tr. at 11.

The record does not support finding for the Complainant here. The record shows that UGI has made reasonable efforts to accommodate Ms. Mezzacappa so that she is not without gas service and is connected to the new main.

UGI has installed a new gas main in West Easton, the location of the service address. Tr. 13. At the time of the hearing, the Complainant was the only customer remaining on the old main. Tr. 15. A customer must be removed from the old main and connected to the new main by a UGI field employee or a UGI certified plumber. Tr. 10. For safety reasons, UGI has certain procedures that it follows for connection to the new main and has a program that

trains and certifies plumbers to connect service in accordance with the UGI Operations Manual. Tr. 16-17, UGI Exhibits R-5 and R-6.

Only trained UGI employees and UGI certified contractors are permitted to connect service to the new main and conduct the safety inspection. Tr. 27-28. UGI has a list of approximately 45 UGI certified plumbers. Tr. 16.

As Mr. Amory explained, entry to a service address is required when service is connected to a new main. When a gas service is prepped to tie into a new main, air gets into the service, which then needs to get purged during the light-up process. Safety checks are completed during the light-up process to be certain gas can be safely reintroduced to the customer's appliances and that each appliance is operating in a safe manner. Tr. 11.

Mr. Amory further explained that if an unsafe condition is found, an appliance is turned off and tagged. The tag is provided to the customer identifying the appropriate repairs to be made prior to restarting the appliance. *Id.*

The Complainant testified that she would not let anyone from UGI into her home because of her experience with UGI when her meter was moved outside. Tr. 50-51. She further testified that she would not allow any plumber other than her plumber of 21 years, who is not a UGI certified plumber, into her home. Tr. 21. There was also testimony that the Complainant expressed to UGI that she was concerned that a UGI employee or plumber would tag her furnace as unsafe and she would not be able to have it repaired or replaced. Tr. 101.

UGI has tried to oblige the Complainant and address her concerns. Prior to the filing of the instant Complaints, Mr. Amory and Mr. Cawley spoke with the Complainant by phone about connecting her to the new main and to respond to her concerns. Tr. 8. In February 2021, two letters were sent to the Complainant by UGI seeking to arrange a time when her service could be connected to the new main. The letters also provided a telephone number to contact the company and informed the Complainant that if UGI was unable to access her

residence prior to the old main being retired, she would be left without service. See UGI Exhibits 1 and 3.

If the Complainant does not want to allow a UGI employee to re-light her appliances, she can, at her own expense, obtain a UGI certified plumber to re-light her appliances while a UGI employee is present at the outside meter. Tr. 11. Further, the Complainant and her plumber were each given a copy of the list of certified plumbers to review and informed that the Complainant's plumber could be present during the connection of her service to the new main and safety inspection.

UGI also addressed Ms. Mezzacappa's concern that UGI technicians and contractors would find her furnace unsafe, and she would not be able to pay to have it repaired. Amy Wynn, UGI Senior Compliance Representative, testified that if the Complainant's furnace is found defective, the Complainant qualifies for a UGI usage reduction program that would pay for the cost of replacing the furnace up to an allowance of \$11,000. Tr. 100. The Complainant was also sent a letter explaining the program and her eligibility. UGI Exhibit R-4.

Nevertheless, the Complainant remained steadfast in her refusal to allow a UGI employee or UGI certified plumber to connect her to the new main. Tr. 23. She also testified that she does not want to pay for a UGI certified plumber to connect her service as well as her personal plumber to be present when her service is connected to the new main. Tr. 20. She emphasized that UGI plumbers and contractors would not be let into her house for any reason. Tr. 18.

There is no violation by UGI here. The Company's procedures and requirement that a UGI trained employee or UGI certified plumber connect the Complainant's service to the new main are not unreasonable. In fact, UGI is seeking to provide adequate, efficient, and safe service in accordance with 66 Pa.C.S. § 1501. If Ms. Mezzacappa is without service after disconnection from the old gas main, it is not because UGI violated the Public Utility Code, Commission regulations or a Commission Order. The Complainant cannot prevail here.

## CONCLUSIONS OF LAW

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

2. Pursuant to 66 Pa.C.S. § 332(a), the burden of proof in this proceeding is upon the Complainant. 66 Pa.C.S. § 332(a).

3. 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 Transp. Corp. v. Pa. Pub. Util. Comm'n*, 623 A.2d 6 (Pa.Cmwlth. 1993); 2 Pa.C.S. § 704.

4. To satisfy the burden of proof against a utility, the Complainant must show that the utility is responsible or accountable for the problem described in the Complaint, *Feinstein v. Phila. Suburban Water Co.*, 50 Pa. PUC 300 (1976), or that the utility has violated either its duty under the Public Utility Code or the orders or regulations of the Commission. 66 Pa.C.S. § 701.

5. Every public utility must furnish and maintain adequate, efficient, safe, and reasonable service and facilities. 66 Pa.C.S. § 1501.

6. Service is defined as “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, in the performance of their duties to their employees, other public utilities, and the public, as well as the interchange of facilities between two or more of them . . . .” 66 Pa.C.S. § 102.

7. The enforcement powers of the Commission do not include the power to award monetary damages. *Elkin v. Bell*, 420 A.2d 371 (1980); *Feingold v. Bell of Pa.*, 383 A.2d 791 (1978); *See Nagy v. Bell Tel. Co.*, 436 A.2d 701 (Pa.Super. 1981).

8. The Complainant has not met her burden of establishing that the Company has failed to provide adequate, safe, and reasonable service or otherwise violated the Public Utility Code, regulations or a Commission Order.

ORDER

THEREFORE,

IT IS ORDERED:

1. That the Complaints of Tricia Mezzacappa against UGI Utilities Inc. at Docket Nos. C-2021-3023697, C-2021-3023725, and C-2021-3023926 are denied and dismissed.

2. That Docket Nos. C-2021-3023697, C-2021-3023725, and C-2021-3023926 be marked closed.

Date: August 13, 2021

\_\_\_\_\_/s/\_\_\_\_\_  
Darlene Heep  
Administrative Law Judge