

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Patricia Shaver	:	
	:	
v.	:	C-2020-3022088
	:	
Suez Water Pennsylvania, Inc.	:	

INITIAL DECISION

Before
Dennis J. Buckley
Administrative Law Judge

INTRODUCTION

This Initial Decision sustains in part and denies in part the formal Complaint of Patricia Shaver (Complainant) against Suez Water Pennsylvania, Inc. (Suez or Respondent) alleging that Suez had failed to render safe and reliable service as required by the Public Utility Code (Code) and the rules and regulations of the Commission as a result of discolored water. The Complainant’s claims for damages, an apology and supervision of Suez by the Commission are denied. However, the Complainant’s claims for the issuance of civil penalty is sustained because Complainant proved by a preponderance of the evidence that Suez violated a provision of the Code, specifically Section 1501, 66 Pa.C.S. § 1501, by failing to render adequate service. Accordingly, a civil penalty of \$5,000 will be imposed.

HISTORY OF THE PROCEEDING

On September 3, 2020, Patricia Shaver, filed a formal Complaint with the Pennsylvania Public Utility Commission (Commission) against Suez Water Pennsylvania, Inc. alleging that Suez failed to render safe and reliable service, alleging that on and around July 2-3,

2020, the water at her residence was discolored (brown) and that Suez did not return messages about the discoloration issue.

Complainant further averred that as a result of the discoloration problem, she purchased bottled water to use. Complainant requested that Suez reimburse her for the expenses related to purchasing the bottled water, for the cost of a water analysis performed by Pennsylvania State University Agricultural Analytical Services Laboratory (PSU Laboratory), and that Suez apologize for failing to provide a timely response to Complainant's concerns.

On October 13, 2020, Suez, by and through its counsel, requested an extension of time in which to file an Answer to the Complaint. That request was granted by the Secretary of the Commission on October 14, 2020.

On October 23, 2020, Suez filed an Answer to the formal Complaint. In that Answer, Suez denied that the discoloration in Complainant's water was the result of a main break or any other systemic failure and denied responsibility for any safety or quality of service problem. Suez argued that there was no safety issue because during the time period when the water discoloration occurred, the mandatory water test conducted by Suez met all primary and secondary water quality standards. Suez denied the relevancy and questioned the evidentiary value of the PSU Laboratory testing. Suez contended that Complainant's calls were not immediately returned because the problem occurred over the July 4, 2020, weekend but asserted that a Suez representative did speak with Complainant's husband on July 7, 2020. Suez pointed out that the Commission has no authority to order the reimbursement requested by Complainant.

On October 27, 2020, a hearing Notice was issued setting December 3, 2020, as the date for a telephonic evidentiary hearing in this matter.

On November 5, 2020, Complainant filed what was deemed a "Reply to Respondent's Answer," by the Secretary's Bureau, in which Complainant restated her prior allegations but requested that Suez be fined and reprimanded for inadequate customer service.

On November 11, 2020, a notice was issued converting the December 3, 2020, hearing to a prehearing conference.

On December 3, 2020, an informal telephonic prehearing conference convened pursuant to notice. Thomas Niesen, Esquire, appeared on behalf of Suez. Complainant appeared on her own behalf. Kathleen Jones, a neighbor of Complainant who had filed a formal Complaint of her own at Docket No. C-2020-3022094, also appeared so that the potential consolidation of the cases for hearing and decision could be addressed. Also discussed was the matter of reimbursement and why it could not be granted, the procedure to be followed at hearing, and the burden of proof and potential evidentiary issues. An eleven-page transcript was compiled. The parties were afforded an opportunity to consider the issue of consolidation, and ultimately Counsel for Suez objected to consolidation of the cases.

On December 4, 2020, a Prehearing Order was issued summarizing the points covered during the prehearing Conference the previous day and setting forth the requirements for an evidentiary hearing.

On December 7, 2020, an Order was issued informing the Parties that the cases would not be consolidated.

On January 11, 2021, a further hearing Notice was issued setting February 18, 2021, as the date for a further telephonic evidentiary hearing in this matter.

On January 29, 2021, Suez filed an Amended Answer to Ms. Shaver's Complaint. In that Amended Answer, Suez averred that on July 2, 2020, fire hydrant testing had occurred at a location near Complainant's residence, and that the testing may have resulted in the disturbance of sediment that could have caused the discoloration in Complainant's water. Suez continued to deny that any safety or health issue had been created and denied any violation of the Public Utility Code or the rules and regulations of the Commission.

On February 18, 2021, an evidentiary telephonic hearing was held, pursuant to Notice. Complainant appeared and presented her own testimony and that of her husband, John Shaver. Complainant produced three exhibits that were received into evidence: Complainant Exhibit 3, a set of photographs; Complainant Exhibit 6, a Suez Complaint and Resolution document; and Complainant Exhibit 8, a letter from Suez relative to Covid-19. Suez was represented by Thomas Niesen, Esquire, who presented the testimony of four witnesses: Kevin Loncar, Maria Gonzalez, Nathaniel Sheffer, and Penny Bumbarger. Suez offered the following exhibits that were admitted into evidence: Suez Exhibit 1, a Customer Service Call Record; Suez Exhibit 2, a Suez Answering Service Call Record; Suez Exhibits 3-5, Water Test Results; and Suez Exhibit 6, a map of the Colorado Avenue, Harrisburg, Pennsylvania, service area. A transcript of pages 12-94 was filed by the court reporting service on April 8, 2021, along with the exhibits admitted to the evidentiary record.

On February 25, 2021, Complainant filed what was termed a Reply to Amended Answer by the Secretary's Office. In that document, Complainant once again took vigorous issue with the factual averments of Suez and also expanded her request for relief to include a request that Suez be, "monitored." Suez made no reply to this document, which strictly speaking was not allowed under the Commission's procedural rules. The record in this case was thereafter left open to afford the parties an opportunity to resolve this matter.

The presiding officer informally suggested that the parties attempt to resolve the case through settlement. The parties engaged in settlement discussions. The case not having been resolved, an Order was issued on March 25, 2022, closing the record in this case.

The record in this case consists of the transcripts of the Prehearing Conference of December 3, 2020, and the evidentiary hearing of February 18, 2021, along with the exhibits received into evidence at the evidentiary hearing, a total of 94 transcript pages.

This matter is now ready for disposition.

FINDINGS OF FACT

1. Patricia A. Shaver is the Complainant in this case.
2. Suez Water Pennsylvania, Inc. a Commission jurisdictional water company, is the Respondent.
3. Complainant receives water service from Suez at her residence at 5008 Colorado Avenue, Harrisburg, PA.
4. On July 2, 2020, Complainant saw brown discolored water coming from her tap. Tr. at 16, 28.
5. The water discoloration went on until July 3, 2020, when the water cleared up. Tr. at 17, 21.
6. Complainant tried to flush her plumbing by running water in her bathtub, but the water continued to come out discolored and left a ring around the tub which was difficult to clean. Tr. at 19, 31; Complainant Exhibit 3.
7. While Complainant does not claim that the discoloration was intended by Suez, she does contend that the water was not useable for approximately 24 hours. Tr. at 23.
8. Complainant's husband drove around their neighborhood on July 2, 2020, trying to determine if hydrant flushing was going on, but found no evidence of that. Tr. at 35-36.
9. Complainant's husband called Suez on July 2, 2020, and reported the discolored water problem, leaving a message on Voicemail. Tr. at 37.

10. On July 3, 2020, Complainant's husband called Suez again about the discoloration issue and reached a Suez representative who told him that he would be called back, but no one called back. Tr. at 39.

11. The issue that the Complainant has with Suez is not with the discoloration of the water but is with what she characterized as "lack of respect," from Suez. Tr. at 44, 49.

12. Kevin Loncar is a Customer Service Supervisor employed by Suez. Tr. at 51.

13. Suez customer records indicate that the Shavers called Suez on July 2, 2020, in the evening, on July 3, 2020, in the early morning, and on July 7, 2020 in the afternoon. Tr. at 53.

14. The call on July 2, 2020, was routed to the Suez answering service. Tr. at 53.

15. The call on July 7, 2020, was received by a Suez customer service representative. Tr. at 53.

16. Suez Exhibit 2 is a record of the call made by Mr. Shaver on July 2, 2020, and confirms the report of discolored water made by Mr. Shaver. Tr. at 54; Suez Exhibit 2.

17. Suez Exhibit 1 is a record of the July 7, 2020, phone call by Ms. Shaver, which was answered by a Suez employee, Maria Gonzales. Tr. at 54; Suez Exhibit 1.

18. Maria Gonzalez is a Customer Service Representative employed by Suez. Tr. at 57.

19. Ms. Gonzalez spoke with Mr. Shaver on July 7, 2020, five days after Complainant first reached out to Suez, by which time the discoloration had cleared from the Complainant's water. Tr. at 57.

20. Ms. Gonzalez told Mr. Shaver that Suez Water Quality would follow up on the matter. Tr. at 58; 60.

21. Nat Sheffer is a Transmission and Distribution Superintendent employed by Suez. Tr. at 61.

22. Mr. Sheffer's responsibilities include supervision of the maintenance of water transmission lines which carry water from the water tanks to a customer's home and the distribution service lines running into the properties. Tr. at 61.

23. On July 2, 2020, Suez performed fire hydrant maintenance on a hydrant at the intersection of Colorado and Utah Streets in proximity to Complainant's residence. Tr. at 64; Suez Exhibit 6.

24. No flushing of the hydrant was performed on July 2, 2020, but a pressure test was performed that likely caused a sediment disturbance that led to the discoloration of the water at Complainant's residence. Tr. at 63-65.

25. Under such circumstances, Suez would not be aware of a water discoloration issue until a customer would call in and report it. Tr. at 65.

26. There was no water main break in proximity to Complainant's residence on July 2, 2020. Tr. at 66.

27. No notice of hydrant maintenance was posted by Suez on its website with respect to the July 2, 2020, maintenance because that is not a notice provided by Suez. Tr. at 67; 72.

28. Routine hydrant maintenance is not emergency or critical work except in the sense that fire hydrants are “critical” to the safety and welfare of the public. Tr. at 69-70.

29. While distasteful to look at, there is no necessity to boil the water discolored by sediment in an unbreached system. Tr. at 70-71.

30. Penny Bumbarger is a Water Quality Specialist employed by Suez Water and is a Pennsylvania certified Class A Water Operator, which is an accreditation for operating large water systems. Tr. at 74.

31. Suez maintains 50 sample gathering sites in the Harrisburg system. Tr. at 74.

32. The Pennsylvania Department of Environmental Protection (DEP) requires Suez to gather 100 samples per month from its system. Tr. at 74-75.

33. Discoloration in water or even the presence of sediment represents a buildup of minerals. Tr. at 82.

34. The water supply in the Suez system has sufficient chlorine to inactivate bacteria. Tr. at 82.

35. During the period in July, 2020, the water service for Complainant’s residence met DEP standards. Tr. at 82.

36. The request for a callback on the July 7, 2020 call from Mr. Shaver was not returned by Suez because of misidentification by Suez personnel of the party to be called. Tr. at 82-83.

DISCUSSION

As the proponent of a rule or order, the Complainant in this proceeding bears the burden of proof pursuant to Section 332(a) of the Public Utility Code. 66 Pa.C.S. § 332(a). To satisfy this burden, the Complainant must demonstrate that Respondent was responsible for the problems alleged in her Complaint through a violation of the Public Utility Code or a regulation or order of the Commission. This must be shown by a preponderance of the evidence. 66 Pa.C.S. § 701; *Patterson v. Bell Tel. Co. of Pa.*, 72 PA P.U.C. 196 (1990). Preponderance of the evidence means that the party with the burden of proof has presented evidence that is more convincing than that presented by the other party. *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). In addition, the Commission's findings of fact must be supported by "substantial evidence," which consists of evidence that a reasonable mind might accept as adequate to support a conclusion. A mere trace of evidence or a suspicion of the existence of a fact is insufficient. *Norfolk & W. Ry. v. Pa. Pub. Util. Comm'n*, 413 A.2d 1037 (Pa. 1980).

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 her burden of proof. The Complainant now has to provide some 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).

In this case, Complainant alleged that Suez had failed to render safe and reliable service alleging that on and around July 2-3, 2020, the water at her residence was discolored (brown) and that Suez did not return messages complaining about the discoloration issue.

Complainant further averred that as a result of the discoloration problem, she purchased bottled water to use. Complainant requested that Suez reimburse her for the expenses related to purchasing the bottled water, for the cost of a water analysis performed by the PSU Laboratory, and that Suez apologize for failing to provide a timely response to Complainant's concerns.

Such a quality of service issue is within the Commission's jurisdiction under Section 1501 of the Public Utility Code, which states in pertinent part:

§ 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. § 1501.

The statute at 66 Pa.C.S. § 1501 governs any allegations of unreasonable or inadequate service. Pursuant to 66 Pa.C.S. § 1501, the Commission has original jurisdiction over the reasonableness and adequacy of public utility service. *Behrend v. Bell Tel. Co. of Pa.*, 243 A.2d 346 (Pa. 1968); *Elkin v. Bell Tel. Co. of Pa.*, 372 A.2d 1203 (Pa. Super. 1977) *aff'd*, 420 A.2d 371 (Pa. 1977). As a general proposition, neither the Public Utility Code nor the Commission's regulations require public utilities to provide constantly flawless service. The Public Utility Code at 66 Pa.C.S. § 1501 does not require perfect service or the best possible service but does require public utilities to provide reasonable and adequate service. *Analytical Lab. Servs., Inc. v. Metro. Edison Co.*, Docket No. C-20066608 (Opinion and Order entered December 21, 2007); *Emerald Art Glass v. Duquesne Light Co.*, Docket No. C-00015494 (Opinion and Order entered June 14, 2002); *Re: Metro. Edison Co.*, 80 Pa. PUC 662 (1993).

The essence of the Complaint in this case is what Complainant alleges was a lack of respect (and timeliness) on the part of Suez in responding to her Complaint about discolored water. I find her testimony in this regard credible as well as the testimony of her husband, John Shaver. Complainant did not aver that there was a contamination issue but complained that Suez's lack of response compelled her to have her water independently tested for contaminants.¹ Further, Complainant was under the impression that someone from Suez would come to her residence to test the water, though no proof of such a commitment by Suez was established on the record.

For its part, Suez responded that the reason why Complainant was not contacted immediately about her problem was because the problem occurred on the Independence Day weekend, but that Suez responded to Complainant's concerns when her husband finally connected with a Suez representative on July 7, 2020. Suez, however, admitted that it received Complainant's July 2, 2020, call.

The fact that Complainant went five days without a response from Suez with respect to her concerns about discolored water is not acceptable service. Suez did not adequately explain on the record why this failure to respond to Complainant occurred. This, in itself, is a failure to provide reasonable service. Aggravating the matter is the fact that on July 7, 2021, Suez did not reach out to Complainant. Instead, it required a further call from Complainant to elicit a response from Suez. Finally, the context of what was happening at the time should also be taken into account, here. This incident occurred a scant four months into the Covid-19 pandemic and the issuance of the Governor's March 6, 2020, Declaration of a State of Emergency in the Commonwealth. At a time when uncertainty and apprehension were pervasive, Complainant was confronted with an unexplained water discoloration and an unresponsive public utility. As a result, Suez has violated Section 1501 of the Public Utility Code and a civil penalty should be imposed.

¹ In this sense, Suez's extensive testimony about water quality and water quality testing is largely irrelevant because no evidence of harm was presented. Unquestionably, the water was discolored for a time, and that is likely to recur when system maintenance and testing takes place. In its Amended Answer to Ms. Shaver's Complaint, Suez averred that on July 2, 2020, fire hydrant testing had occurred at a location near Complainant's residence, and that the testing may have resulted in the disturbance of sediment that could have caused the discoloration in Complainant's water.

Section 3301 of the Code provides that if any public utility fails to comply with any Commission regulation, it shall forfeit and pay to the Commonwealth a sum not exceeding \$1,000.00 per day of violation. 66 Pa.C.S. § 3301. To implement this section, the Commission has adopted standards that should be applied when imposing a civil penalty for violations of Commission directives and regulations.

Specifically, Section 69.1201 of the Commission's regulations states:

(a) The Commission will consider specific factors and standards in evaluating litigated . . . cases involving violations of 66 Pa.C.S. (relating to the Public Utility Code) and this title. These factors and standards will be utilized by the Commission in determining if a fine for violating a Commission order, regulation or statute is appropriate. . . .

* * *

(c) The factors and standards that will be considered by the commission include the following:

(1) Whether the conduct at issue was of a serious nature. When conduct of a serious nature is involved, such as willful fraud or misrepresentation, the conduct may warrant a higher penalty. When the conduct is less egregious, such as administrative filing, or technical errors, it may warrant a lower penalty.

(2) Whether the resulting consequences of the conduct at issue were of a serious nature. When consequences of a serious nature are involved, such as personal injury or property damage, the consequences may warrant a higher penalty.

(3) Whether the conduct at issue was deemed intentional or negligent. This factor may only be considered in evaluating litigated cases. When conduct has been deemed intentional, the conduct may result in a higher penalty.

(4) Whether the regulated entity made efforts to modify internal practices and procedures to address the conduct at issue and prevent similar conduct in the future. These modifications may include activities such as training and improving company techniques and supervision. The amount of time it took the utility to correct the conduct once it was discovered and the

involvement of top-level management in correcting the conduct may be considered.

(5) The number of customers affected and the duration of the violation.

(6) The compliance history of the regulated entity which committed the violation. An isolated incident from an otherwise compliant utility may result in a lower penalty, whereas frequent, recurrent violations by a utility may result in a higher penalty.

(7) Whether the regulated entity cooperated with the Commission's investigation. Facts establishing bad faith, active concealment of violations or attempts to interfere with Commission investigations may result in a higher penalty.

(8) The amount of the civil penalty or fine necessary to deter future violations. The size of the utility may be considered to determine an appropriate penalty amount.

(9) Past Commission decisions in similar situations.

(10) Other relevant factors.

52 Pa. Code § 69.1201.

Applying the factors in Section 69.1201, I find the following: the conduct at issue was of a serious nature. *Id.* Having experienced a water discoloration problem with no explanation and without a return of her husband's phone calls to Suez, Complainant was left to her own devices to attempt to ascertain the seriousness of the problem. 52 Pa. Code § 69.1201(c)(1). While the consequences were not serious in that no threat to life or property occurred and the situation resolved itself, that does not minimize the deficiency complained of. 52 Pa. Code § 69.1201(c)(2). The conduct complained of was occasioned by negligence on the part of Suez. 52 Pa. Code § 69.1201(c)(3). There was no evidence presented that would support a finding that the regulated entity has made efforts to modify internal practices and procedures to address the conduct at issue and prevent similar conduct in the future. 52 Pa. Code § 69.1201(c)(4). In this instance, the conduct complained of affected the Complainant and her

husband and another party whose case is the subject of another formal Complaint.² 52 Pa. Code § 69.1201(c)(5). These appear to be isolated incidents. 52 Pa. Code § 69.1201(c)(6). No investigation was conducted. 52 Pa. Code § 69.1201(c)(7). The civil penalty is limited by the terms of the Code and is reflective of culpability. No amount that it would be possible to assess in this matter would, in itself, compel corrective action by the utility. That action must be based on the Utility's understanding of the seriousness of this matter. 52 Pa. Code § 69.1201(c)(8). Past Commission actions in similar matters would not affect the assessment of the penalty. 52 Pa. Code § 69.1201(c)(9). There are no other factors to consider though it does not appear that any sort of apology was afforded to the Complainant by Suez. 52 Pa. Code § 69.1201(c)(10). In light of these factors, and the five-day duration of failure to provide adequate service, a \$5,000 civil penalty will be imposed on Suez.

As was discussed during the Prehearing Conference in this matter, the Commission does not have the authority to order Suez to reimburse Complainant for her expenses. It is well established that the Commission does not have the authority to order a public utility to pay monetary damages. See *Byer v. Peoples Nat. Gas Co.*, 380 A.2d 383 (Pa. Super. 1977) (holding that the Commission does not have the authority to award damages); *Feingold v. Bell of Pennsylvania*, 383 A.2d 791 (Pa. 1977) (holding that the Commission does not have the authority to award damages), *DeFrancesco v. W. Pa. Water Co.*, 453 A.2d 595 (Pa. 1982); *Elkin v. Bell Tel. Co. of Pa.*, 420 A.2d 371 (Pa. 1980).

With respect to Complainant's other requests for relief, such as monitoring Suez, the Commission, as a creation of the General Assembly, has only the powers and authority granted to it by the General Assembly as contained in the Public Utility Code. *Hughes v. Pa. State Police*, 619 A.2d 390 (Pa. Cmwlth. 1992) *alloc. denied*, 637 A.2d 293 (Pa. 1993). Whether or not Complainant's other requests for relief are viewed as necessary and appropriate, to attempt to impose those requirements on a utility is not possible in this Complaint proceeding. *Id.* Those sorts of measures might, however, be raised in the form of a rulemaking proceeding, a general

² While it is assumed that other customers on Colorado Street were affected, Complainant and Kathleen Jones were the only customers to file formal Complaints. Mrs. Jones' Complaint may be found at Docket No. C-2020-3022094.

base rate case (which considers the terms and conditions of service as well as rates), or through amendment of the Public Utility Code. Likewise, the Commission is without authority to order Suez to compensate Complainant for the cost of independent laboratory testing of her water, though given the lack of response by Suez to her inquiries, I understand that concern. It is well established that the Commission does not have the authority to order a public utility to pay monetary damages. See *Byer v. Peoples Nat. Gas Co.*, 380 A.2d 383 (Pa. Super. 1977) (holding that the Commission does not have the authority to award damages); *Feingold v. Bell Tel. Co. of Pa.*, 383 A.2d 791 (Pa. 1977) (holding that the Commission does not have the authority to award damages), *DeFrancesco v. W. Pa. Water Co.*, 453 A.2d 595 (Pa. 1982); *Elkin v. Bell Tel. Co. of Pa.*, 420 A.2d 371 (Pa. 1980). While a Commission Administrative Law Judge may impose a civil penalty on a utility if warranted, those funds will go to the state General Fund, not to Complainant.

In conclusion, for the reasons stated above, Complainant has proved by a preponderance of the evidence that Suez failed to provide adequate service as is required by the Code at 66 Pa.C.S. § 1501, her Complaint is sustained and a civil penalty of \$5,000 will be imposed on Suez.

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the subject matter and parties to this proceeding. 66 Pa.C.S. § 701.
2. Pursuant to 66 Pa.C.S. § 332(a), the burden of proof in this proceeding is on the Complainant.
3. To satisfy this burden, the Complainant must demonstrate that Respondent was responsible for the problems alleged in her Complaint through a violation of the Public Utility Code or a regulation or order of the Commission; this must be shown by a preponderance of the evidence. 66 Pa.C.S. §701; *Patterson v. Bell Tel. Co. of Pa.*, 72 Pa. P.U.C. 196 (1990).

4. 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. 66 Pa.C.S. § 1501.

5. Complainant has demonstrated by a preponderance of the evidence that Suez violated a provision of the Code or a regulation of the Commission, and so her Complaint must be sustained. 66 Pa.C.S. §§ 332(a), 1501.

6. The Commission will consider specific factors and standards in evaluating litigated cases involving violations of the Public Utility Code, and these factors and standards will be utilized by the Commission in determining if a fine for violating a Commission order, regulation or statute is appropriate. 52. Pa. Code § 69.1201.

7. If any public utility subject to the Pennsylvania Public Utility Code shall violate any of the provision of the Code, the utility shall forfeit and pay to the Commonwealth a sum not exceeding \$1,000 per occurrence. 66 Pa.C.S. § 3301.

ORDER

THEREFORE,

IT IS ORDERED:

1. That the Complaint of Patricia Shaver against Suez Water Pennsylvania, Inc. at Docket No. C-2020-3022088 is hereby sustained in part and denied in part.

2. That Suez Water Pennsylvania, Inc., is directed to pay a civil penalty of \$5,000 by sending a certified check or money order payable to the Commonwealth of Pennsylvania, within thirty (30) days from the entry of the Final Commission Order to:

Secretary
Pennsylvania Public Utility Commission
400 North Street
Harrisburg, PA 17120

3. That upon payment of the penalty, the Secretary shall mark this matter closed.

Dated: May 25, 2022

/s/
Dennis J. Buckley
Administrative Law Judge