

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Kathleen Jones	:	
	:	
v.	:	C-2020-3022094
	:	
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 Kathleen Jones (Complainant) against Suez Water Pennsylvania, Inc. (Suez or Respondent) alleging that Suez failed to render safe, adequate and reliable service as required by the Public Utility Code (Code) and the rules and regulations of the Commission as a result of Suez’s failure to timely and adequately address a complaint about discolored water. The Complaint is sustained as Complainant proved by a preponderance of the evidence that Suez violated a provision of the Code, specifically Section 1501, 66 Pa.C.S. § 1501. Accordingly, a civil penalty of \$5,000 will be imposed. Complainant’s other requests for relief are denied as they are beyond the authority of the Commission to order.

HISTORY OF THE PROCEEDING

On September 16, 2020, Kathleen Jones, 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 when on and around July 2, 2020, the

water at her residence was discolored (brown) and that Suez did not return messages inquiring about the discoloration issue or adequately explaining the cause of the discoloration.

Complainant further averred that as a result of the discoloration problem and based on a water sample from her residence which she had independently tested, she purchased and has continued to purchase bottled water to use. Complainant requested that Suez reimburse her for the expenses related to purchasing the bottled water at and from the time of the discoloration on July 2, 2020, for the cost of a water analysis performed by Pennsylvania State University Agricultural Analytical Services Laboratory (PSU Lab), and for the cost of draining and refilling her 40-gallon hot water tank. Complainant requested that Suez staff its emergency hot line number with persons able to answer water quality concerns, and that Suez collect water samples when more than one home on a block complains about water quality.

On October 19, 2020, Suez filed an Answer to the formal Complaint. In that Answer, Suez denied the existence of a water quality, reliability or safety problem and denied that the discoloration problem was caused by Suez's water supply or distribution system. Suez speculated that the problem was caused by the actions of a malevolent third party contaminating the system.

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 11, 2020, a notice was issued converting the December 3, 2020, hearing to a prehearing conference.¹

On November 23, 2020, Complainant sent a number of documents, including a statement styled as a Rebuttal to Suez's Answer and prospective hearing exhibits, to the Secretary of the Commission.

¹ Both the Hearing Notice of October 27, 2020, and the Pre-Hearing Conference Notice of November 11, 2020, were sent to Complainant and to Patricia Shaver, who had filed a formal Complaint relative to the same matter at Docket No. C-2020-3022088. The cases were not consolidated as explained, below.

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. Patricia Shaver, a neighbor of Complainant who had filed a formal Complaint of her own at Docket No. C-2020-3022088, 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. At the conclusion of the prehearing conference, 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 hearing Notice was issued setting January 23, 2021, as the date for an evidentiary hearing in this case.

On January 29, 2021, Suez filed an Amended Answer to Mrs. Jones's Complaint.² 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. Suez also questioned the admissibility of water test results that Complainant had attached to her November 23, 2020, letter.

² Complainant requested that she be addressed in this proceeding as "Mrs." as opposed to "Ms."

On February 23, 2021, an evidentiary telephonic hearing was held, pursuant to Notice. Complainant appeared and presented her own testimony and six exhibits that were received into evidence: Complainant Exhibit 2, an excerpt from a letter received from Suez in March, 2020; Complainant Exhibit 3, an excerpt from Suez's website; Complainant Exhibit 5, an excerpt from Suez's website; Complainant Exhibit 6, an excerpt from Suez's website; Complainant Exhibit 10, a picture taken on July 2, 2020, of discolored water in a glass; and, Complainant Exhibit 12, a phone record from July 2, 2020, to July 8, 2020. 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 six exhibits that were admitted into evidence: Suez Exhibit 1 - a Customer Service Recordable Call Record; Suez Exhibit 2, a Suez Call Record; Suez Exhibits 3-4, a water testing chain of custody; Suez Exhibit 5, results of system testing; and Suez Exhibit 6, a map of the Colorado Avenue, Harrisburg, Pennsylvania, service area showing hydrant locations. A transcript of pages 12-104 was filed by the court reporting service on May 11, 2021, along with the exhibits admitted to the evidentiary record.

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 January 23, 2021, along with the exhibits received into evidence at the evidentiary hearing, a total of 104 transcript pages. This matter is now ready for disposition.

FINDINGS OF FACT

1. Kathleen Jones 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 5006 Colorado Avenue, Harrisburg, PA.

4. On July 2, 2020, Complainant saw brown discolored water coming from her tap. Tr. at 20.

5. On July 3, 2020, Complainant called the office of Suez Water but reached a recording stating that the office was closed for the Independence Day weekend. Tr. at 22.

6. On July 4-5, 2020, Complainant called a toll-free number that had been identified as a number to call to report problems. Tr. at 22.

7. Complainant called the toll-free number five times and spoke with five different people. Tr. at 22.

8. Complainant was told by each person whom she spoke with that she would receive a call back from Suez, but Complainant was not called back. Tr. at 22.

9. On July 6, 2020, Complainant called Suez again and reached a Suez employee who was not able to confirm that the water at Complainant's residence was potable. Tr. at 23.

10. On July 7, 2020, Complainant was called by a Suez representative. Tr. at 23-24.

11. No Suez employee came to Complainant's residence on July 7, 2020. Tr. at 24, 44-45.

12. On July 8, 2020, Complainant was contacted by a Suez employee, Penny Bumbarger, and there was a discussion with respect to the water discoloration problem, but Complainant was not satisfied with the discussion. Tr. at 39-40.

13. Complainant had no prior notice that any sort of water testing would be going on in early July. Tr. at 24-25.

14. Kevin Loncar is a Customer Service Supervisor employed by Suez. Tr. at 47.

15. Mr. Loncar testified that the Suez protocol for handling water discoloration complaints is that a customer service representative will ask if the water is hot or cold and then advise the customer to run the cold water until the water runs clear. Tr. at 48.

16. If a call comes in after regular hours, the call is routed to the Suez answering service, and the answering service representative has a script that states that the customer should run the cold water tap until the issue clears and concludes by directing the customer to the Suez website. Tr. at 49.

17. The answering service is staffed and does not use a recording. Tr. at 49.

18. Suez Exhibits 1 and 2 are listings of phone calls, the dates when they occurred, the number from which the calls originated and the duration of calls, but they are not call recordings or transcripts. Suez Exhibits 1, 2.

19. Complainant maintains that she was never read the protocol script described by Mr. Loncar. Tr. at 55, 58.

20. On July 6, 2020, Suez customer representative Maria Gonzalez spoke directly with Complainant by phone for approximately 15 minutes and ascertained that the water discoloration problem had resolved. Tr. at 59-60.

21. On July 2, 2020, Suez was performing fire hydrant maintenance in Complainant's neighborhood. Tr. at 63.

22. Hydrant maintenance can result in water discoloration. Tr. at 64-65.

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 66; Suez Exhibit 6.

24. No flushing of the hydrant was performed on July 2, 2020, but a pressure test was performed. Tr. at 66.

25. There was no water main break in proximity to Complainant's residence on July 2, 2020. Tr. at 66-67.

26. 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.

27. While distasteful to look at, there is no necessity to boil the water discolored by sediment in an unbreached system. Tr. at 67.

28. 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 72-73.

29. The water supply in the Suez system has sufficient chlorine to inactivate bacteria. Tr. at 75.

30. Discoloration in water or even the presence of sediment represents a buildup of minerals. Tr. at 77.

31. During the period in July, 2020, the water service for Complainant's residence met the Pennsylvania Department of Environmental Protection (DEP) standards. Tr. at 77-78.

32. At the conclusion of the call between Complainant and Penny Bumbarger on July 8, 2020, Ms. Bumbarger was of the opinion that Complainant was satisfied with the call and stated that all of her questions had been answered. Tr. at 82.

33. Suez will test a customer's water at the customer's request, without charge, comparing the water quality in the customer's home with what is typical in Suez's distribution system. Tr. at 92-93.

34. At the conclusion of the phone call between Ms. Bumbarger and Complainant on July 8, 2020, it was Ms. Bumbarger's understanding that a test of Complainant's water had not been requested. Tr. at 93.

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, adequate 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 timely return her 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 Lab³, 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.

³ The results of this test were not admitted to evidence because Complainant did not produce a witness or witnesses to authenticate and provide testimony with respect to the analysis. In this sense, Suez's extensive testimony about water quality and water quality testing is largely irrelevant except to the extent that it applies to the discussion between Complainant and Penny Bumbarger on July 8, 2020.

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. *Elkin v. Bell Tel. Co. of Pa.*, 372 A.2d 1203 (Pa. Super. 1977) *aff'd*, 420 A.2d 371 (Pa. 1977); *Behrend v. Bell Tel. Co. of Pa.*, 243 A.2d 346 (Pa. 1968). 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. P.U.C. 662 (1993).

The essence of the Complaint in this case is what Complainant alleges was a lack of timeliness and adequacy of information on the part of Suez in responding to her Complaint about discolored water. I find her testimony in this regard credible in that Suez did not respond in a timely or adequate manner to Complainant's concerns from July 3-6, 2020.

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 a Suez employee finally spoke with her on July 6, 2020. I note that the call records of both parties reflect that there were calls between Complainant and Suez representatives before July 6, 2020, and some of those calls were lengthy. However, despite being characterized as "recordable calls," Suez did not produce any detail with respect to these calls either in audio form or as a verified transcript, so it is impossible to know what, exactly was said. Suez is, therefore, essentially asking that I accept that their protocol was followed by what is essentially an after-hours call center as a matter of course, and that the conversations amounted to adequate service, this despite the fact that Suez did not produce as witnesses any of the representatives that were on these calls. I decline to make that inference. Further, 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 a public utility that was not prompt in replying to her legitimate concerns.

Suez did not convincingly explain on the record why the failure to adequately respond to Complainant until July 7, 2020 (the call with Maria Gonzalez), occurred. I accept as credible Complainant's testimony that her concerns with respect to the potability of her water were not specifically addressed by a Suez employee until July 7, 2020.⁴ As a result, Suez failed to comply with Section 1501 of the Public Utility Code and a civil penalty is appropriate.

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

⁴ I would note that Complainant's unwillingness to accept the representations of Suez employees on July 7, 2020, and on July 8, 2020, are not the issue, here. The issue here is the adequacy of response which may be assessed based on response time and a meaningful discussion of the issues, whether one party is satisfied with the position of the other party or not. Again, I accept as credible Complainant's testimony that no such conversation was held until July 7, 2020.

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. Having experienced a water discoloration problem on July 2, 2020, with no explanation from Suez with respect to the cause and the potability of her water on July 7, 2020, Complainant was left to her own devices to attempt to ascertain the seriousness of the problem from July 3, 2020, until July 7, 2020. 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, her household, and another party whose case is the subject of another formal Complaint.⁵ 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 failure to comply with the provisions of the Code and the rules and regulations of the Commission. No monetary penalty available under the limitations of the Code 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 as reflected in this Decision. 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 ever afforded to the Complainant by Suez. 52 Pa. Code § 69.1201(c)(10). In light of these factors, a \$5,000 civil penalty is appropriate, the matter having commenced on July 2, 2020, but not concluding until July 8, 2020.

With respect to Complainant's requests for relief, Complainant requested that Suez reimburse her for the expenses related to purchasing the bottled water at and from the time of the discoloration on July 2, 2020, for the cost of a water analysis performed by Pennsylvania State University Agricultural Analytical Services Laboratory, and for the cost of draining and

⁵ While it is assumed that other customers on Colorado Street were affected, Complainant and Patricia Shaver were the only customers to file formal Complaints.

refilling her 40-gallon hot water tank. Complainant also requested that Suez staff its emergency hot line number with persons able to answer water quality concerns, and that Suez collect water samples when more than one home on a block complains about water quality. Complainant asked that the Commission direct Suez to always notify either by e-mail, phone -- text or phone message to all residences on her block of any action taken by the water company regarding work on the fire hydrant located at the corners of Utah and Colorado and Indiana and Colorado Avenue, that residents be provided with information as to how to clear the water lines of potentially bad water, and that residents be informed as to how to request a reduction in their water bill if a resident deems it necessary to flush their hot water tank to prevent sediment from building up on the bottom of the tank. Tr. 26-27. Complainant also requested that Suez set up a local emergency hotline number for the area serviced by the local office that is monitored on a daily basis, including holidays, so that customer calls are returned in a timely manner, and that Suez should be monitored for compliance with these standards. Tr. at 27.

As was discussed during the Prehearing Conference in this matter, the Commission does not have the authority to order Suez to reimburse her 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 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.

With respect to Complainant's other requests for relief, 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 those additional requests are viewed as necessary and appropriate, to attempt to impose those requirements on a utility is not possible in this Complaint proceeding. Those sorts of measures might, however, be raised in

the form of a rulemaking proceeding, a general base rate case (which considers the terms and conditions of service as well as rates), or through amendment of the Public Utility Code.

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 in part and denied in part, and a civil penalty of \$5,000 is assessed.

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.

