

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

David J. Kent	:	
	:	
v.	:	C-2024-3045818
	:	
National Fuel Gas Distribution Corporation	:	

**INITIAL DECISION**

Before  
Conrad A. Johnson  
Administrative Law Judge

**INTRODUCTION**

Complainant filed a Formal Complaint alleging the utility company improperly refused to connect his property to its service lines. Respondent utility company filed an Answer asserting it was willing to connect the Complainant to its service line at Complainant’s expense; however, Complainant declined service connection because of the costs. This decision denies the Formal Complaint because Complainant failed to establish his burden of proving Respondent violated a Commission statute, regulation, or order.

**HISTORY OF THE PROCEEDING**

On January 26, 2024, Complainant David J. Kent (Complainant) filed a Formal Complaint (Complaint) with the Pennsylvania Public Utility Commission (Commission) against National Fuel Gas Distribution Corporation (NFG or Distribution). Complainant alleges that his home was built within 100 feet of NFG’s transmission and

distribution lines, both of which traverse his property. After two years of conversations, Complainant asserts that NFG illegally declined to connect his property to the company's lines and thereby provide gas service to his property. Complaint ¶4. For relief, Complainant requested that the Commission order NFG to connect gas service to his property, and he requested "compensation for lost time and the conversion fees to and from propane." Complaint ¶7c.

NFG filed an Answer and New Matter and Preliminary Objections (PO) on February 20, 2024. NFG specifically denied that it had refused to connect service to Complainant's property. Answer ¶4. NFG alleged the following:

Ultimately, as a result of that process and investigation, it was determined that the existing 6-inch bare steel distribution line near and crossing the Complainant's property ("Old Line P") was inappropriate to serve the Complainant's Address, however, residential gas service could be provided from another line, discussed in further detail, *supra*. It is admitted that the Complainant's Address was constructed within 100 feet of both a transmission line (PM3) and a distribution line (Old Line P). However, PM3 is not owned by Distribution and neither Distribution nor the owner of PM3's policies permit new residential taps into such high-pressure transmission line due to, *inter alia*, safety concerns. It is further admitted that the Complainant's Address is within the Company's certificated service territory. Additionally, it is admitted that the Complainant has had conversations with the Company regarding the subject of Complaint.

While the Company is unable to extend service to the Complainant's Address from Old Line P, Distribution does have an existing mainline located approximately 3,500 feet from the Complainant's Address ("Viable Mainline") that could be extended to the Complainant's Address in order to render gas service. The Company is willing and able to discuss extension of facilities to the Complainant's Address from the Viable Mainline with the Complainant, and [the

Company] has done so on multiple occasions to date. Additionally, the Company provided the Complainant with estimated costs for extension of service from the Viable Mainline on August 25, 2023.

Ultimately, the Complainant, citing cost constraints, informed the Company that he did not wish to pursue connection from the suitable distribution line.

*Id.* NFG denied that Complainant was entitled to the relief that he requested. Answer ¶ 7.

In New Matter, NFG argued that discussions concerning the extension of service to Mr. Kent’s property began on or around August 21, 2020, and the Complaint was not filed until January 26, 2024. Therefore, NFG argued Mr. Kent’s allegations were barred and/or limited by Section 3314 of the Public Utility Code, 66 Pa.C.S. § 3314, which requires complaints to be filed within three years from the date the liability arose. New Matter ¶¶ 2-5. For relief, NFG requested that the Complaint be denied in its entirety and with prejudice.

In its PO, NFG objected that Complainant was seeking “compensation for lost time and the conversions fees to and from propane.” PO ¶¶ 8-9. NFG argued the Commission lacked authority to order a public utility to pay damages. Thus Mr. Kent’s request for damages should be stricken from the Complaint. PO ¶¶ 10-12.

NFG served its PO upon Complainant on February 20, 2024, together with a Notice to Plead to the PO within ten days of service. Complainant did not file a response to the PO as provided for under the Commission’s regulations. *See* 52 Pa. Code § 5.101(f)(1).

By notice dated March 19, 2024, the Parties were informed that this matter was assigned to me. On April 25, 2024, I issued a First Interim Order sustaining the Preliminary objections as impertinent matter to the extent Mr. Kent was requesting that the Commission grant him relief in the form of monetary compensation against NFG. However, the order provided that the matter would be scheduled for hearing on the remaining averments in the Complaint.

A Telephonic Hearing Notice was provided to the parties by the Commission on April 26, 2024, scheduling the telephonic hearing to originate from the Commission's Pittsburgh Hearing Room before me on May 21, 2024. A Prehearing Order was issued to the Parties on April 26, 2024, advising the parties of the applicable procedural rules for the hearing.

By email on May 1, 2024, Respondent requested a continuance of the hearing. Complainant did not oppose the continuance request. Accordingly, the continuance request was granted by Second Interim Order entered on May 16, 2024, and the hearing was rescheduled for June 12, 2024.

The telephonic hearing was held as rescheduled. Complainant, *pro se*, testified on his own behalf and marked Exhibit 1, 2, 2A, 3A, 4, 5 and 5A for identification. Complainant's Exhibits 1 through 4 were admitted into the record. Exhibits 5 and 5A were copies excerpts of a Commission's statute and regulation, respectively. Hearing Transcript (Tr.) 25, 43. Exhibits 5 and 5a were not offered for admission into the record. Nicholas A. Stobbe, Esquire, who appeared on behalf of Respondent, presented the testimony of three witnesses, Jake Kuzma, Cynthia Farabaugh-Hood and Jeannine Bacher. Witness Kuzma sponsored, NFG's Exhibits JK-1 through JK-8. Witness Farabaugh-Hood sponsored NFG's Exhibits CFH-1 through CFH-8. NFG's exhibits were admitted into the record. Judicial notice was taken of NFG's Commission-approved Tariff Supplement No. 272 – Gas PA PUC No. 9. Tr. 30-

35. The hearing generated a 195-page transcript. An interim order was issued on November 1, 2024, closing the record as of the date of receipt of the transcript, July 23, 2024. This case is procedurally ready for ruling.

### FINDINGS OF FACT

1. Complainant, David J. Kent, currently resides at 10930 Phillipsville Road, Wattsburg, Venango County, Pennsylvania 16442 (property), which he purchased on October 13, 2020. Tr. 7; Tr. 116.

2. Respondent, National Fuel Gas Distribution Corporation, is a jurisdictional public utility providing gas services to Pennsylvania customers.

3. Complainant's property is located within Respondent's certificated territorial limits. Tr. 83.

4. In August 2020 NFG's low-pressure main traversed an easement within the property. Tr. 18-19, 38, 169; Kent Exhibit 1.

5. In August 2020 National Fuel Gas Supply Corporation's (NFG Supply) high pressure gas line traversed an easement within the property. Tr. 72-73, 169; NFG Exhibit JK-1.

6. NFG Supply does not permit NFG to tap into its high-pressure gas line to provide residential gas service. Tr. 73-77; NFG Exhibit JK-8.

7. Prior to August 2020 NFG did not provide gas service to the property, which was farmland. Tr. 28, 39.

8. On August 21, 2020, Mr. Kent telephoned NFG concerning his plans to purchase the property and to inquire about gas service connection. Tr. 18-19, 36; Kent Exhibit 1.

9. On August 21, 2020, NFG informed Mr. Kent “that it was not possible to get fee or any other information on the connection until [he] had foundations in the ground.” Tr. 19, 156, 158-159.

10. On August 21, 2020, Mr. Kent emailed NFG concerning his plans to purchase the property and to verify NFG’s ability to connect the property to the company’s main. Tr. 18-19 38; Kent Exhibit 1.

11. On August 26, 2020, NFG emailed Mr. Kent and the then property owner, George Vietze, and stated, “It appears that the [NFG] Distribution Main pipeline may provide gas service. Application for gas service will be required for determination and expense.” Kent Exhibit 1; 164-165, 175, 180.

12. On June 13, 2023, the foundation for his residence having been completed, Mr. Kent filed with NFG a Residential New Service Line/Service Line Upgrade Application (NFG New Service Application). Tr. 20; Kent Exhibit 2; Tr. 115; NFG Exhibit CFH-1.

13. The NFG New Service Application filed by Mr. Kent provided as follows:

Upon receipt of this application, a service investigation will be generated. The investigation may take from 1 to 3 weeks to complete depending on various factors including backlog, weather, and emergencies.

Once the investigation is complete, an invoice will be provided detailing any required payments and instructions to proceed with the new service. Payment in full and agreements must be returned to National Fuel before approval is granted for installation of the new service. Depending on the requirements for the new service, the time for installation will vary. If the new service requires an extension of our main gas line, it will take much longer due to additional requirements such as obtaining right of ways and permits. Please plan accordingly! The time from when the application is received until the new service is installed could be 8 weeks or more.

*Id.*

14. Prior to connecting Mr. Kent's property to the company's main, NFG would be required to conduct an environment study and obtain the necessary permitting. Tr. 72, 117.

15. On June 21, 2023, NFG's site foreman, Kyle Potter (Mr. Potter), investigated and posted flags at the service address for Mr. Kent's property to be connected to NFG's Old Line P. Tr. 21; Kent Exhibit 3A; Tr. 113.

16. On July 10, 2023, Mr. Potter revisited the property and reposted the flags, at Mr. Kent's request so NFG's service line would connect to the front of his residence. Tr. 21; Kent Exhibit 3B; Tr. 123; NFG Exhibit CFH-3.

17. NFG's Old Line P is approximately 150 meters from Mr. Kent's residence. Tr. 41.

18. NFG's Old Line P, constructed in 1953 of bare steel, is approximately 16,000 feet in length, traverses rural and swamp areas, is difficult to access and has historical leakage. Tr. 59-61, 83, 97-98.

19. NFG began retiring sections of Old Line P in 2017 and has plans to retire remaining sections of Old Line P, including the section that traverses the property. Tr. 58-59, 62-70, 80, 83; NFG Exhibits JK-1 to JK-8.

20. On August 17, 2023, NFG informed Mr. Kent that Old Line P was not suitable for service connection because of Old Line P's condition and planned abandonment of Old Line P since 2017. Tr. 22-23, 58-59; Kent Exhibit 4; Tr. 118; NFG Exhibits 1A-1D and JK-1.

21. NFG has a gas distribution main line at the intersection of Phillipsville Colt Station Road and Route 8 (Phillipsville main), in Venango County, which is approximately 4,000 feet from Mr. Kent's property. Tr. 71-72.

22. NFG's Phillipsville main is an upgraded, modernized plastic system, easily accessible from the roadway, "making new service connections in the long-term maintenance of the line much more feasible and safer." Tr. 71, 97.

23. NFG's Phillipsville main is the most viable and suitable main for connecting gas service to the property. Tr. 80-82, 91, 97, 118, 130; NFG Exhibits JK-7, CFH-2.

24. NFG has an internal pricing guide (Pricing Guide) for the installation and extension of new service lines for customers. Tr. 125; NFG Exhibit CFH-5.

25. Under NFG's Pricing Guide there is a fixed customer charge based upon pipe size for the first 400 feet of gas line connection and thereafter the price increase for each incremental inch. Additionally, the Pricing Guide lists customer

charges for meter installation and miscellaneous work. Tr. 126-128; NFG Exhibit CFH-5.

26. On August 25, 2023, NFG offered to connect Mr. Kent's property to the company's Phillippsville main at an estimated cost of \$55,000.00. Tr. 23, 41, 130, 132; Kent Exhibit 4.

27. Mr. Kent declined NFG's offer to connect his property to the company's main at a cost of approximately \$55,000. Tr. 41, 133; Kent Exhibit 4.

28. NFG's Old Line P is not currently appropriate to connect new residential customers. Tr. 61; 90.

29. At the time of the hearing, gas lines were not connected to the property. Tr. 40.

30. As of the hearing date, accounting for permitting and environmental matters, the cost of connecting Mr. Kent's property to NFG's gas main would be an estimated \$80,000.00. Tr. 134, 139.

31. Under NFG's tariff, a property owner applying for extension of the company's facilities to the owner's residence is required to contribute to the cost of the extension of the company's facilities to the residence. Tr. 161.

## DISCUSSION

### Legal Principles

#### Complaints

Section 701 of the Public Utility Code (Code), 66 Pa.C.S. § 701, provides that any person may complain, in writing, about any act or thing done or omitted to be done by a public utility in violation, or claimed violation, of any law which the Commission has the jurisdiction to administer, or of any regulation or order of the Commission.

#### Burden of Proof

As the proponent of a rule or order, Complainant in this proceeding bears the burden of proof pursuant to Section 332(a) of Code. 66 Pa.C.S. § 332(a). To establish a sufficient case and satisfy the burden of proof, Complainant must show that Respondent is responsible or accountable for the problem described in the Complaint. *Patterson v. Bell Tel. Co. of Pa.*, 72 Pa.P.U.C. 196 (1990). 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). A preponderance of the evidence is evidence that is more convincing, by even the smallest amount, than that presented by Respondent. *Selling Hosiery, Inc. v. Margulies*, 70 A.2d 854 (Pa. 1950).

Additionally, any finding of fact necessary to support the Commission's adjudication must be based upon substantial evidence in the record. 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. Co. v. Pa. Pub. Util. Comm'n*, 413 A.2d 1037 (Pa. 1980).

Upon the presentation by Complainant of evidence sufficient to initially satisfy the burden of proof, the burden of going forward with the evidence to rebut the evidence of Complainant shifts to Respondent. If the evidence presented by Respondent is of co-equal value or “weight,” the burden of proof has not been satisfied. Complainant must now provide some additional evidence to rebut that of Respondent. *Burleson v. Pa. Pub. Util. Comm’n*, 443 A.2d 1373 (Pa. Cmwlth. 1982).

While the burden of going forward with the evidence 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).

#### Reasonable Service

Section 1501 of the Code, 66 Pa.C.S. § 1501, mandates that a public utility must furnish and maintain adequate, efficient, safe, and reasonable service and facilities, and must make such repairs, changes, alterations, substitutions, and improvements in or to such service and facilities as shall be necessary or proper for the accommodation, convenience and safety of its patrons and the public. Upon finding that the service or facilities of a public utility are unreasonable, unsafe or inadequate, the Commission may prescribe, by regulation or order, the reasonable, safe and adequate service or facilities that a public utility must furnish or employ. 66 Pa.C.S. § 1505. Section 102 of the Code defines “service” as:

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[.]

66 Pa.C.S. § 102 (emphasis added). A utility’s “service” is not merely confined to the distribution of utility service, but also includes “any and all acts” related to that function. *West Penn Power Co. v. Pa. Pub. Util. Comm’n*, 578 A.2d 75 (Pa. Cmwlth. 1990).

### NFG’s Tariff

NFG’s tariff, in pertinent part, provides as follows:

#### 4. UPGRADE/EXTENSION OF FACILITIES

##### A. Residential

Whenever the owner or occupant of any property eligible for service as a residential customer makes a written application for service to the Company, and the Company has authority to render service to said applicant, the Company shall extend its facilities so as to serve said property or new residential development, provided that the applicant shall first have executed an agreement to pay to the company the rate charged under the appropriate service classification and to contribute to the cost of extending facilities, an amount equal to the difference between the total cost of construction of facilities less the Company’s Maximum Investment[.]

NFG Tariff Supplement No. 272 – Gas PA PUC No. 9 at Original Page No. 14 (NFG Tariff Upgrade).

## Analysis

### Statute of Limitations Issue

Mr. Kent alleged he had discussions with NFG about connecting his property to Old Line P for gas service. According to Mr. Kent these discussions occurred two years before the filing of his Complaint. Complaint ¶ 4; Tr. 19. NFG countered that the discussions occurred on or around August 21, 2020, and therefore, under the Commission's three-year statute of limitations any liability arising from the discussions was time-barred. New Matter ¶¶ 3-4; Tr. 156, 158-159; Kent Exhibit 1.

Mr. Kent testified that as an architect by trade he has “dealt with public utilities for the last 20 some years,” and he “was mildly concerned with what the final connection fees were.” Tr. 19- 20. However, when he contacted NFG in 2020 concerning his intent to purchase the property, NFG failed to inform him that Old Line P was being abandoned. Tr. 23. Mr. Kent testified, “Had this been discussed with me in 2020 when I made initial contact, I could have made very different decision on my MEP [mechanical electrical and plumbing] systems or perhaps even change my decision on the land purchase.” *Id.* Here, Mr. Kent's testimony suggests he is raising the issue that NFG failed to provide him reasonable service because NFG failed to inform him in 2020 that Old Line P was being abandoned.

Mr. Kent's testimony (Tr. 20) and his email (Kent Exhibit 1) establish that initial discussions between Mr. Kent and NFG about the gas line connection occurred on or about August 21, 2020. Mr. Kent did not file his Complainant until January 26, 2024, more than three years after the initial discussions. Section 3314(a) of the Code bars prosecution of any action occurring more than three years from the date that the liability arose. *See* 66 Pa. C.S. § 3314(a). Therefore, Mr. Kent's claim based in part on his discussions with NFG is 2020, that is, NFG failed to inform him in 2020 that Old Line P

was being abandoned, is barred under the Code and must be dismissed. However, Mr. Kent claimed he had discussions with NFG in June 2023, and NFG again failed to inform him in June 2023 that Old Line P was being abandoned. Tr. 23-24. As discussed below, Mr. Kent's claim based upon discussions that he had with NFG in 2023 is timely.

### Reasonable Service Issues

In support of his claim that NFG failed to provide him with reasonable service, Mr. Kent submits the following:

Had I been given – had I even been told in June of 2023 when I made the initial application, I wouldn't have been happy about it [abandonment of Old Line P], but I still could have been, made some adjustment to how my system, my home systems were set up.

NFG has decided to abandon an entire section of their service area by not upgrading Old Line P. Their own regulations require they may maintain and upgrade their existing facilities. As you can see from their documents, they have been receiving requests for service in this area. This area of Venango township is a growth phase. Aside from my new home, there are four open lots that exist on this old farm plot and three have just recently been purchased. In addition, the land is currently deed restricted for further subdivision until 2032. At that time, the options to subdivide and further develop the lot become available and without utility infrastructure in place, it devalues the property and limits our options.

National Fuel Gas has made line of retirement decisions based solely on individual uses cases. I believe this is faulty logic and is used only to justify their lack of investment on existing infrastructure improvements.

Tr. 23-24.

NFG retorts that in 2020, Mr. Kent and the then property owner, George Vietze, were both informed, “It appears that the Distribution Main pipeline may provide gas service. Application for gas service will be required for determination and expense.” Kent Exhibit 1; 164-165, 175, 180. During discussions that Mr. Kent had with NFG in 2023, NFG did not warrant that gas service would be extended to Mr. Kent’s property through Old Line P. Tr. 130, 175.

How Mr. Kent set up his home system was a matter personal to him and cannot be a basis for finding that NFG failed to provide him with reasonable service. His personal beliefs concerning NFG’s retirement of its facilities do not establish a violation of the Code by NFG. “Mere bald assertions, personal opinions or perceptions do not constitute evidence.” *Pa. Bureau of Corr. v. City of Pittsburgh*, 532 A.2d 12 (Pa. 1987). Importantly, Mr. Kent knew that on August 26, 2020, he would have to file an application for service connection before NFG would decide on service connection and the cost of the connection. Additionally, as discussed below, NFG has offered to connect the property to a viable main. Thus, Mr. Kent’s claim that NFG failed to provide him reasonable service in not telling him the company’s plan to abandon Old Line P must be denied.

Next, Mr. Kent complains that he wants NFG to connect his service address to his property at a reasonable price. Tr. 11. Mr. Kent testified as follows:

My position is that - there are a couple of things. Ultimately my goal is to have National Fuel Gas service at a reasonable rate, at a reasonable price for connection. Based on all of the prior discussions and the information provided, my expectation was that it [the gas line] was going to be within 150 feet of their distribution line, which is how the house was located, and based on where that existing connections were flagged, and all of the, all the previous testimony. So, it's not necessarily the expense as much as receiving what I was expecting, what I was anticipating. I expect there could

potentially be additional connection fees, but I don't consider \$55,000 a reasonable connection fee for a location that, an area of their service area that currently does provide service. That's not very succinct, but that is, that's my case.

Tr. 53-54.

NFG is prepared to connect Mr. Kent's property upon his agreement to bear the cost of the connection. Tr. 23, 41, 130, 132; Kent Exhibit 4. NFG's Witness Farabaugh-Hood, an assistant director for new services, explained that upon receiving Mr. Kent's application for service connection, the company sends the "foreman to go out then and to investigate to do actual on-site measurements and to figure out the best feasible gas service [to] provide a customer." Tr. 117. NFG's witness, Witness Kuzma, an engineer, explained that the existing 6-inch bare steel Old Line P distribution line, within approximately 140 feet of Mr. Kent's residence, was aging, scheduled for abandonment, and prone to leaks, and therefore was unsuitable for connection. Tr. 97. Another transmission high-pressure line, PM3, which was owned by NFG Supply was near Mr. Kent's property; however, NFG Supply does not permit residential tapping into its gas line, NFG's engineer testified. Tr. 77.

Initially NFG offered to connect Mr. Kent's residence to its Phillippsville main for an estimated cost of \$55,000. Tr. 132, 136, 193. After further investigation, the cost estimated increased to \$80,000. Tr. 134, 139, 196. NFG's Witness Farabaugh-Hood explained that the company has a Pricing Guide for the installation and extension of new service lines for customers. Tr. 125; NFG Exhibit CFH-5. The Pricing Guide was used to estimate the cost of extending gas service to Mr. Kent's residence. NFG's witness further explained that the company's tariff provides for the upgrade and extension of facilities to residential customers. Tr. 161. Under NFG's tariff, an applicant requesting the installation and extension of the company's facilities to the applicant's residence is required "to contribute to the cost of extending facilities, an amount equal to the

difference between the total cost of construction of facilities less the Company's Maximum Investment.” NFG Tariff Upgrade. In this case, Mr. Kent’s exact contribution costs for extending NFG’s facilities to his property remained undetermined. Before NFG could provide Mr. Kent with the final contribution costs, he informed NFG that he could not fund the expansion, and “he had filed a filed a complaint with the PUC.” Tr. 131-134.

Mr. Kent protests the cost for connecting his residence to receive gas through NFG as “exorbitant.” Tr. 25. However, the provisions of a Commission-approved tariff have the force of law and are binding on both the utility and its customer or an applicant for service. *Stiteler v. Bell Tel. Co. of Pa.*, 379 A.2d 339 (Pa. Cmwlth.1977), *Brockway Glass Co. v. Pa. Pub. Util. Comm’n*, 437 A.2d 1067 (Pa. Cmwlth.1981). Here, NFG’s tariff requires Mr. Kent to pay the cost of connecting his residence to NFG’s main, and tariff provisions approved by the Commission are *prima facie* reasonable. See *Lynch v. Pa Pub. Util. Comm’n*, 594 A.2d 816 (Pa. Cmwlth. 1991) (*Lynch*).

Ordering NFG to reduce the cost of connecting gas service to Mr. Kent’s residence would place the balance of the costs upon other ratepayers and the primary beneficiary would be Mr. Kent. The Commission refrains from ordering a utility to make a change in service to benefit one ratepayer at the expense of other ratepayers. This is especially so when there has been no violation of the Code by the utility company.

Complainant’s issue has been addressed by the court. In *Lynch*, Mr. Lynch, the owner of a lot that lacked sewer and water service, asked the Commission to order the water company to extend a water line to his unimproved lot at the company’s expense or in the alternative reduce the amount he would be required to pay for the extension. The Commonwealth Court ruled as follows:

It is well settled that a utility must bear the expense for repairs and improvements based upon the statutory requirement that a utility provide reasonable and adequate service. *Huntingdon, Inc. v. Pennsylvania Public Utility Commission*, 76 Pa. Commonwealth Ct. 387, 464 A.2d 601 (1983). However, participation by the customer may reasonably be expected. *Id.* Furthermore, since Lynch alleges the unreasonableness of the utility's rule or regulation, he has the burden of establishing this unreasonableness. 66 Pa. C.S. § 332(a). The Commission found Lynch did not meet this burden.

*Lynch* 594, A.2d at 603.

In *Lynch*, the Commonwealth Court held there are certain circumstances that require customer contributions for improvements. The cost of a proposed improvement may be required when the customer is the primary beneficiary of the improvement. Because Mr. Lynch would be the primary beneficiary of extending the water to his property, the court held he would be required to pay for the improvement.

The present case is similar to *Lynch*. Mr. Kent wants NFG to connect his residence to the company's gas line. He wants these improvements at a reduced price or reasonable price. However, the improvement that Mr. Kent seeks is solely for his benefit. NFG has provided Mr. Kent with the estimated improvement costs. Under its tariff and the ruling in *Lynch*, NFG is not required to undertake gas line installation and connection until Mr. Kent agrees to pay for the improvements. Mr. Kent has not proved any violation of the Code or Commission regulations by NFG or any failure to provide reasonable service to him. Thus, a conclusion is required that Mr. Kent failed to carry his burden of proof, and the relief he requests must be denied.

## CONCLUSIONS OF LAW

1. The Commission has jurisdiction over Complainant and Respondent in this proceeding. 66 Pa.C.S. § 701.

2. The Public Utility Code mandates that a public utility must furnish and maintain adequate, efficient, safe, and reasonable service and facilities, and must make such repairs, changes, alterations, substitutions, and improvements in or to such service and facilities as shall be necessary or proper for the accommodation, convenience and safety of its patrons and the public. 66 Pa.C.S. § 1501.

3. The provisions of a Commission-approved tariff have the force of law and are binding on both the utility and its customer or an applicant for service. *Stiteler v. Bell Tel. Co. of Pa.*, 379 A.2d 339 (Pa. Cmwlth. 1977), *Brockway Glass Co. v. Pa. Pub. Util. Comm'n*, 437 A.2d 1067 (Pa. Cmwlth. 1981).

4. Tariff provisions approved by the Commission are *prima facie* reasonable. *Lynch v. Pa. Pub. Util. Comm'n*, 594 A.2d 816 (Pa. Cmwlth. 1991).

5. Complainant has not met his burden of proving Respondent violated the Public Utility Code, a Commission regulation or a Commission order. 66 Pa.C.S. § 332(a).

6. Complainant has not met his burden of proving he is entitled to the relief he requested from the Commission. 66 Pa.C.S. § 332(a).

ORDER

THEREFORE,

IT IS ORDERED:

1. That the Formal Complaint in the matter of David J. Kent v. National Fuel Gas Distribution Corporation's at Docket No. C-2024-3045818 is hereby denied.

2. That the Commission's Secretary's Bureau shall mark Docket No. C-2024-3045818 closed.

Date: January 16, 2025

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/s/  
Conrad A. Johnson  
Administrative Law Judge