

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

| | | |
|---------------------------|---|----------------|
| Claudio Waller | : | |
| | : | |
| v. | : | C-2025-3053079 |
| | : | |
| PECO Energy Company - Gas | : | |

INITIAL DECISION

Before
Alphonso Arnold III
Administrative Law Judge

INTRODUCTION

In this matter, a gas utility customer filed a Formal Complaint against his gas utility, alleging that it damaged his security line during gas equipment work performed at his property. This Initial Decision sustains the Formal Complaint, finding that the customer met his burden of proof. This Decision further assesses a civil penalty against the utility for violations of the Public Utility Code and the Pennsylvania Public Utility Commission’s regulations and orders the utility to repair the damaged security line.

HISTORY OF THE PROCEEDING

On January 24, 2025, Claudio Waller (“Mr. Waller” or “Complainant”) filed a Formal Complaint (“Complaint”) with the Pennsylvania Public Utility Commission (“Commission”) against PECO Energy Company – Gas (“PECO” or

“Respondent”). In his Complaint, Mr. Waller alleged that PECO and its subcontractor Utility Line Services (“ULS”) damaged his security system while conducting gas meter work at his property. For relief, Mr. Waller requested that PECO be made to repair the damage caused to his security system, which Mr. Waller estimated could be fixed for approximately \$6,000.

On February 12, 2025, PECO filed an Answer with New Matter to the Complaint. In its Answer, PECO asserted that it sent Mr. Waller letters on July 10, 2024, and November 18, 2024, informing him of a forthcoming natural gas equipment work project. PECO asserted that, pursuant to these letters, Mr. Waller was to mark and identify his private lines in advance of the project. The project commenced at Mr. Waller’s property on November 26, 2024, and Mr. Waller informed PECO that his security gate was not working properly on December 13, 2024. PECO claimed that Mr. Waller’s security system was not marked prior to commencement of the project.

In its New Matter, properly endorsed with a Notice to Plead, PECO argued that the Commission does not have jurisdiction over the request in the Complaint seeking monetary damages.

PECO concluded its Answer with New Matter by requesting dismissal of the Complaint.

Also on February 12, 2025, PECO filed Preliminary Objections to the Complaint, seeking dismissal of the request in the Complaint seeking monetary damages.

On February 24, 2025, Mr. Waller filed an Answer to Preliminary Objections.

On February 26, 2025, the Commission issued a Motion Judge Assignment Notice, assigning me as Presiding Officer over this proceeding.

On March 5, 2025, the Commission issued my Order Granting Preliminary Objections. In my Order, I dismissed the portion of the Complaint requesting monetary damages.

On March 12, 2025, the Commission issued an Initial Call-In Telephonic Hearing Notice, scheduling this matter for an evidentiary hearing on May 1, 2025.

On March 14, 2025, the Commission issued a Prehearing Order providing the parties with the procedural rules that would govern the hearing.

On May 1, 2025, the evidentiary hearing was held as scheduled. Mr. Waller appeared *pro se* and testified on his own behalf. Attorney Khadijah Scott appeared on behalf of PECO and presented the testimony of two witnesses, who sponsored four exhibits that were admitted into the record.

On May 22, 2025, I received the 56-page electronic transcript of the evidentiary hearing. The record closed on this date.

For the reasons discussed below, the Complaint will be granted, and PECO will be assessed a civil penalty in the amount of \$500.

FINDINGS OF FACT

1. Complainant is Claudio Waller.
2. Respondent is PECO Energy Company – Gas Division.

3. PECO Exhibit 1 is a letter from PECO addressed to PECO customers that advises the customers that PECO will be replacing the existing natural gas equipment to enhance service in their neighborhood. PECO Exhibit 1.

4. The letter advises PECO customers that PECO's work will include installing new underground pipe and relocating any indoor natural gas meters to the exterior of the building to a location that is above ground and is as close as practical to the existing indoor location. PECO Exhibit 1.

5. The letter informs PECO customers that the work is expected to begin on or after July 15, 2024, on Spring Mill Road from Wrenfield Way to Conshohocken Road, and be completed by December 2024. PECO Exhibit 1.

6. The letter states that the work will be performed by Utility Line Services, a qualified PECO contractor. PECO Exhibit 1.

7. The letter provides the following direction to PECO customers: "Prior to work beginning, customers should mark any customer owned facilities present on the property. Examples of customer owned facilities include, but are not limited to, water services, sewer laterals, septic tanks, underground cable, drainage pipe, security lines, private lighting, dog fences, and sprinkler systems." PECO Exhibit 1.

8. Donald Rogers is employed by PECO as a Senior Contract Coordinator and was associated with the work project referenced in the letter. Tr. 15.

9. On November 18, 2024, PECO and ULS employees arrived at Mr. Waller's property ready to commence the work project. Tr. 7, 20.

10. Mr. Rogers personally provided Mr. Waller with the letter on November 18, 2024. Tr. 20.

11. On November 26, 2024, the work as indicated in the letter commenced at Mr. Waller's property. Tr. 20.

12. The front security gate is on the opposite side of the house from where the work was performed. Tr. 36.

13. The project caused damage to Mr. Waller's fiber optic cable and front gate security line. Tr. 9-12.

14. The security line that connects to the front gate also connects to the phone system in front of the house. Tr. 10.

15. Mr. Waller recognized that his front gate was not working properly when he could not connect to the gate using his phone from inside his home. Tr. 10.

16. Verizon came out to the property to fix the fiber optic cable; however, the security line controlling the front security gate to Mr. Waller's property remains unrepaired. Tr. 9-11.

17. The security line was not marked prior to the commencement of the gas project work at Mr. Waller's property. Tr. 22, 48.

18. On December 13, 2024, Mr. Waller contacted Mr. Rogers to inform him that his front security gate was no longer working properly. Tr. 27.

19. Mr. Waller submitted a claim for damage to ULS in connection with the damage caused to his front gate security line. Tr. 22-23; PECO Exhibit 2.

20. On January 16, 2025, ULS denied Mr. Waller's claim for damage, finding that it cannot assume responsibility for the repair or replacement of the sensor wire or gate system due to the line not being marked prior to commencement of the work, and that it cannot confirm that ULS damaged the line. PECO Exhibit 2.

21. ULS's claim for damage rejection letter states that Mr. Waller was provided with the work project letter at or around November 18, 2024. PECO Exhibit 2.

DISCUSSION

Legal Standards

As a matter of law, to establish a legally sufficient claim, a complainant must show that the named utility is responsible or accountable for the problem described in the complaint in order to prevail. *Patterson v. Bell Tel. Co. of Pa.*, 72 Pa.P.U.C. 196 (1990). The offense must also be a violation of the Public Utility Code, a Commission regulation or order or a violation of a Commission-approved tariff. 66 Pa.C.S. § 701.

Section 332(a) of the Public Utility Code ("Code") provides that a complainant, as the party seeking affirmative relief from the Commission, has the burden of proof by a preponderance of the evidence. 66 Pa.C.S. § 332(a); *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 the opposing party. *Se-Ling Hosiery, Inc. v. Margulies*, 70 A.2d 854 (Pa. 1950).

Additionally, this Commission's decision must be supported by substantial evidence in the record. 2 Pa.C.S. § 704. "Substantial evidence" is such relevant evidence that a reasonable mind might accept as adequate to support a conclusion. 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); *Murphy v. Pa. Dep't of Pub. Welfare, White Haven Ctr.*, 480 A.2d 382 (Pa. Cmwlth. 1984).

If a complainant establishes a *prima facie* case, the burden of going forward with the evidence shifts to the utility. If a utility does not rebut that evidence, the complainant will prevail. If the utility rebuts complainant's evidence, the burden of going forward with the evidence shifts back to complainant, who must rebut the utility's evidence with some additional evidence. The burden of going forward with the evidence may shift from one party to another, but the burden of proof never shifts; it always remains on a complainant. *Milkie v. Pa. Pub. Util. Comm'n*, 768 A.2d 1217 (Pa. Cmwlth. 2001); *Burleson v. Pa. Pub. Util. Comm'n*, 443 A.2d 1373 (Pa. Cmwlth. 1982), *aff'd*, 461 A.2d 1234 (Pa. 1983). As the party seeking relief from the Commission, Mr. Briner bears the burden of proof in this case.

A public utility has a duty to maintain safe, adequate and reasonable service and facilities and to make repairs, changes, and improvements that are necessary or proper for the accommodation, convenience, and safety of its patrons, employees, and the public. In particular, Section 1501 of the Code, 66 Pa.C.S. § 1501, provides, in pertinent part, as follows:

§ 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 term “service” is defined broadly under Section 102 of the Code, in relevant part, 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 ... 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

66 Pa.C.S. § 102 (definition of “Service”).

The Commission’s regulations address a utility’s notice requirements when it relocates a customer’s meter.

§ 59.18. Meter, regulator and service line location.

(a) *General requirements for meter and regulator location.*

(1) Unless otherwise allowed or required in this section, meters and regulators must be located outside and aboveground.

- (2) Except in the case of an emergency, **a utility shall provide written notice to a utility customer by first class mail or by personal delivery at least 30 days prior to relocating and subsequently installing a meter or regulator outside the customer's building.** The notice must request that if the customer is not the owner of the building, the customer shall forward the written notice to the owner of the building. If the utility knows the current address of the owner of the building, notice shall also be mailed or delivered to that address.
- (3) The written notice must inform the customer and building owner of the equipment that the utility proposes to relocate, the planned new location and how to contact the utility to provide supplemental information that the utility may not have, such as the building's historic status. The written notice must include contact information for the Commission's Bureau of Consumer Services.

52 Pa. Code § 59.18(a)(1)-(3) (emphasis added).

Analysis

In this matter, Mr. Waller alleged that PECO damaged his property during gas equipment work performed at his property. Specifically, Mr. Waller testified that his fiber optic cable and front gate security line were damaged during the work. Tr. 9-12. Mr. Waller testified that the security line that connects to the front gate also connects to the phone system in front of the house, and that he recognized that his front gate was not working properly when he could not connect to the gate using his phone from inside his home. Tr. 10.

Mr. Waller further testified that he first became aware that PECO planned on doing gas equipment work at his property in November 2024, when he spoke to PECO witness Rogers and Mr. Rogers provided him with the gas equipment work project letter

entered into the record as PECO Exhibit 1. Tr. 8. Mr. Waller testified that he consented to the work being done at his property after receiving assurances from Mr. Rogers that PECO would fix any damage caused to his property. Tr. 8-9.

PECO witness Rogers testified that ULS provided Mr. Waller with the gas equipment work project letter on July 9, 2024, by delivery to Mr. Waller's front door, and that he personally provided Mr. Waller with the letter on November 18, 2024. Tr. 19-20. The letter provided details on the work project and, amongst other things, advised PECO customers to mark customer owned facilities present on their property prior to commencement of the work. PECO Exhibit 1. The work began on Mr. Waller's property on November 26, 2024. Tr. 20. Mr. Waller testified that Mr. Waller's front security gate is on the opposite side of the house from where the work was performed. Tr. 36. The front gate security line was not marked prior to the commencement of the work at Mr. Waller's property. Tr. 22, 48.

On December 13, 2024, Mr. Rogers acknowledged through his testimony that Mr. Waller contacted him to inform him that his front security gate was no longer working properly. Tr. 27. Mr. Rogers explained that Mr. Waller submitted a claim for damage to ULS in connection with the damage caused to his front gate security line. PECO Exhibit 2. ULS concluded that it cannot assume responsibility for the repair or replacement of the sensor wire or gate system due to the line not being marked prior to commencement of the work, and that it cannot confirm that ULS damaged the line. Tr. 22-23; PECO Exhibit 2.

After reviewing the evidence presented in this matter, I find that Mr. Waller met his burden of proving, by a preponderance of the evidence, that PECO is responsible for the damage caused to his security line as a result of the gas equipment work performed at his property. PECO's actions in this regard violated Section 1501 of the Code, and 59.18(a)(2) of the Commission's regulations.

Mr. Waller provided testimony that was not rebutted by PECO that his security line was damaged as a result of the gas equipment work project. As testified by Mr. Waller, he found himself unable to control his front security gate using his phone after the gas equipment work was performed at his property. PECO's only attempt to rebut this evidence was Mr. Rogers's testimony that the work performed at Mr. Waller's home was on the opposite side of the house from the front security gate. However, the fact that PECO damaged Mr. Waller's security line does not mean it did so unreasonably in violation of Section 1501 of the Code, cited above.

It is PECO's position that Mr. Waller was notified of its gas equipment work project by letter on July 9, 2024, and November 18, 2024, and that he failed to mark his security line prior to commencement of the work as directed by the letters. Thus, PECO denies liability for the damage to Mr. Waller's security line because Mr. Waller did not mark his security line as directed by the letters. However, it is Mr. Waller's position that he was first notified of the project in November 2024 when he spoke to Mr. Rogers, and Mr. Rogers personally provided him with the project letter. It is undisputed that Mr. Waller's security line was not marked prior to commencement of the work project, but the parties disagree with respect to when Mr. Waller was provided notice of the work project. Thus, it must be determined whether Mr. Waller had reasonable notice that he was to mark the security line in advance of commencement of the work project in order to determine if PECO damaging the security line was unreasonable.

I find Mr. Waller's testimony credible that the first time he received the gas equipment work project letter was in November 2024. Although Mr. Rogers testified that ULS delivered the letter to Mr. Waller on July 9, 2024 by delivery to Mr. Waller's front door, he also explained that he did not know who delivered the letter or how the letter was actually delivered. Tr. 40. I note that no ULS employee was called as a witness during the hearing to testify as to how the letter was personally delivered to Mr. Waller.

Further, I note that ULS's claim for damage rejection letter cites to November 18, 2024, as the date that Mr. Waller was personally provided with the letter and does not make reference to any other date by which Mr. Waller was provided with the letter. PECO Exhibit 2. In sum, I find that PECO failed to rebut Mr. Waller's testimony that he did not receive the gas work project letter on July 9, 2024, and that the first time he was provided with the letter was on November 18, 2024.

The work began on Mr. Waller's property on November 26, 2024, which was eight days after he received notice of the work on November 18, 2024. Therefore, I find that PECO violated Section 59.18(a)(2) by failing to provide Mr. Waller with notice of the work at least 30 days in advance of commencement of the work. Further, because Mr. Waller was not provided with reasonable and sufficient notice that he was to mark his security line in advance of commencement of the work, I also find that PECO acted unreasonably, in violation of Section 1501 of the Code, by damaging his security line. Accordingly, PECO will be ordered in the Ordering paragraphs of this Initial Decision to repair Mr. Waller's security line.

Civil Penalty

As I found PECO to be in violation of Section 1501 of the Code and Section 59.18(a)(2) of the Commission's regulations, it is appropriate to consider whether to assess a civil penalty against PECO for these violations.

Section 3301 of the Code provides that if any public utility fails to comply with the Code, or any Commission Regulation, the Commission may assess a civil penalty. 66 Pa.C.S. § 3301. To implement this section, the Commission has adopted certain standards that must be applied when imposing a civil penalty for violations of Commission directives and Regulations. 52 Pa. Code § 69.1201; *see also Rosi v. Bell Atlantic-Pa., Inc. and Sprint Commc'ns Co.*, Docket No. C-00992409 (Opinion and Order

entered Feb. 10, 2000) (“*Rosi*”). Section 69.1201 of the Commission's Regulations states, in relevant part:

§ 69.1201. Factors and standards for evaluating litigated and settled proceedings involving violations of the Public Utility Code and Commission regulations—statement of policy.

(a) The Commission will consider specific factors and standards in evaluating litigated and settled cases involving violations of 66 Pa.C.S. (relating to 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, as well as if a proposed settlement for a violation is reasonable and approval of the settlement agreement is in the public interest.

(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(a), (c) (“*Rosi* factors”).

I find it appropriate to assess a civil penalty against PECO in this instance.

The first *Rosi* factor considers whether the conduct at issue was of a serious nature. 52 Pa. Code § 69.1201(c)(1). There is no evidence in the record to support a finding that PECO’s conduct in this matter was of a serious nature such as willful fraud or misrepresentation. Thus, analysis of this factor warrants a lower penalty.

The second *Rosi* factor considers whether the resulting consequences of the conduct at issue were of a serious nature. 52 Pa. Code § 69.1201(c)(2). PECO’s conduct resulted in property damage to Mr. Waller’s security line. Due to this damage, Mr. Waller cannot control the opening and closing of his front security gate. As Mr. Waller

testified, this represents a security issue for his family. Tr. 11-12. Thus, analysis of this factor warrants a higher penalty.

The third *Rosi* factor considers whether the conduct at issue was deemed intentional or negligent. 52 Pa. Code § 69.1201(c)(3). There is no evidence in the record to support a finding that PECO's conduct was intentional or negligent. I believe that PECO's failure to provide Mr. Waller with 30 days' notice of the gas equipment work project, and the resulting damage to Mr. Waller's security line, was the result of a mistake or oversight on PECO's and ULS's part. Thus, analysis of this factor warrants a lower penalty.

The fourth *Rosi* factor considers 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. 52 Pa. Code § 69.1201(c)(4). There is no record evidence that PECO modified its internal practices and procedures as a result of the conduct at issue. Thus, I will not consider this factor.

The fifth *Rosi* factor considers the number of customers affected and the duration of the violation. 52 Pa. Code § 69.1201(c)(5). One customer, Mr. Waller, was affected by PECO's conduct. Mr. Waller discovered that his front security gate was not working properly on December 13, 2024, and the security line remained unrepaired as of the date of the hearing on May 1, 2025. Overall, as only one customer was affected, analysis of this factor warrants a lower penalty.

The sixth *Rosi* factor considers the compliance history of the regulated entity which committed the violation. 52 Pa. Code § 69.1201(c)(6). Neither party presented any evidence regarding the PECO's compliance history. Thus, I will not consider this factor.

The seventh *Rosi* factor considers whether the regulated entity cooperated with the Commission's investigation. 52 Pa. Code § 69.1201(c)(7). The Commission did not perform an investigation of PECO's conduct in this matter. Thus, I will not consider this factor.

The eighth *Rosi* factor considers the amount of the civil penalty or fine necessary to deter future violations. 52 Pa. Code § 69.1201(c)(8). I find that a civil penalty of \$500 is sufficient to deter PECO from future violations. I note that in the Ordering paragraphs below I will order PECO to repair Mr. Waller's security line, which also serves to deter PECO from future violations.

The ninth *Rosi* factor considers past Commission decisions in similar situations. 52 Pa. Code § 69.1201(c)(9). The case of *Orr v. Peoples Natural Gas Co., LLC*, Docket No. C-2017-2583759 (Opinion and Order entered Dec. 20, 2018) ("*Orr*") was considered. In *Orr*, the Commission found that Peoples was in violation of Section 59.18(a)(2) of the Commission's regulations, but did not assess a civil penalty due to the unique circumstances of the case. Specifically, although it was found that Peoples did not provide Mr. Orr 30 days' notice prior to moving his gas meter, Peoples was at Mr. Orr's property to investigate a water leak and received permission to move Mr. Orr's gas meter during the investigation. In this matter, although it can be argued that PECO obtained permission from Mr. Waller on November 18, 2024, eight days prior to the commencement of the work, the fact that Mr. Waller's security line was damaged because it was unmarked differentiates this case from the *Orr* case. Mr. Waller was only informed that he needed to mark his privately owned lines eight days in advance of commencement of the work, instead of the 30 or more days he would have had to mark his lines if he was provided with reasonable notice of the work.

The tenth *Rosi* factor considers Other relevant factors.
52 Pa. Code § 69.1201(c)(10). No other relevant factors were considered in determining the civil penalty in this matter.

Repair to the damaged security line

As I have indicated, I will direct PECO to repair Mr. Waller's damaged security line. My authority to make this order comes from *Williams v. Duquesne Light Co.*, Docket No. C-2014-2446701 (Opinion and Order entered Jan. 28, 2016) ("*Williams*").

In *Williams*, the Commission found that Duquesne did not provide reasonable service when it replaced a utility pole and damaged complainant's cement sidewalk. The Commission did not find that Duquesne's actions warranted a civil penalty but directed Duquesne to repair the damage to complainant's cement sidewalk. Following the completion of the repair, Duquesne was directed to file a compliance report with the Commission's Secretary's Bureau pursuant to 52 Pa. Code § 5.591.

Similarly, here, as I have found that PECO provided Mr. Waller with unreasonable service in damaging his security line during the gas equipment work it performed on Mr. Waller's property, PECO will be directed to repair the security line and file a compliance report with the Commission's Secretary's Bureau when completed.

Conclusion

In conclusion, I find that Complainant met his burden of proof in this proceeding. For its violations of Section 1501 of the Code and Section 59.18(a)(2) of the Commission's regulations, Respondent will be assessed a civil penalty in the amount of

\$500 in the Ordering paragraphs below. Respondent will also be ordered to repair the damaged security line.

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the subject matter of and the parties to this proceeding. 66 Pa.C.S. § 701.
2. As the proponent of a rule or order, Complainant has the burden of proof in this matter. 66 Pa.C.S. § 332(a).
3. 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 by a preponderance of the evidence. *Patterson v. Bell Tel. Co. of Pa.*, 72 Pa.P.U.C. 196 (1990); *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 578 A.2d 600 (Pa. Cmwlth. 1990).
4. A preponderance of the evidence is evidence more convincing, by even the smallest amount, than that presented by the other party. *Se-Ling Hosiery v. Margulies*, 70 A.2d 854 (Pa. 1950).
5. Any finding of fact necessary to support the Commission's adjudication must be based upon substantial evidence. 2 Pa.C.S. § 704.
6. A public utility has a duty to maintain safe, adequate and reasonable service and facilities and to make repairs, changes, and improvements that are necessary or proper for the accommodation, convenience, and safety of its patrons, employees, and the public. 66 Pa.C.S. § 1501.

7. The term “service” 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 ... 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” 66 Pa.C.S. § 102.

8. A utility shall provide written notice to a utility customer by first class mail or by personal delivery at least 30 days prior to relocating and subsequently installing a meter or regulator outside the customer's building. 52 Pa. Code § 59.18(a)(2).

9. If any public utility fails to comply with the Code, or any Commission Regulation, the Commission may assess a civil penalty. 66 Pa.C.S. § 3301.

10. To implement Section 3301 of the Code, the Commission has adopted certain standards that must be applied when imposing a civil penalty for violations of Commission directives and Regulations. 52 Pa. Code § 69.1201; *Rosi v. Bell Atlantic-Pa., Inc. and Sprint Commc'ns Co.*, Docket No. C-00992409 (Opinion and Order entered Feb. 10, 2000).

11. Complainant met his burden of proof in this proceeding. 66 Pa.C.S. § 332(a).

12. Assessing a civil penalty against Respondent is appropriate in this proceeding. 66 Pa.C.S. § 3301.

13. Directing Respondent to repair the damage done to Complainant’s security line is appropriate in this proceeding. *Williams v. Duquesne Light Co.*, Docket No. C-2014-2446701 (Opinion and Order entered Jan. 28, 2016).

ORDER

THEREFORE,

IT IS ORDERED:

1. That the Formal Complaint filed by Claudio Waller in the matter of Claudio Waller v. PECO Energy Company - Gas, Docket No. C-2025-3053079 is sustained.

2. That PECO Energy Company - Gas is directed to pay a total of \$500 in civil penalties by sending a certified check or money order payable to the “Commonwealth of Pennsylvania” with the docket number of this proceeding listed on the check within thirty (30) days from the entry date of the Final Commission Order to:

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

3. That PECO Energy Company - Gas shall cease and desist from further violations of the Public Utility Code, 66 Pa.C.S. §§ 101, *et seq.*, and the Public Utility Commission’s Regulations, 52 Pa. Code §§ 1.1, *et seq.*

4. That PECO Energy Company - Gas shall, within ninety (90) days of the entry of the Final Commission Order, repair Complainant’s security line damaged as a result of the gas equipment work performed on Complainant’s property on November 26, 2024.

