

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Jessica Blakemore	:	
	:	
v.	:	C-2025-3053736
	:	
Pittsburgh Water and Sewer Authority	:	

**INITIAL DECISION**

Before  
Emily I. DeVoe  
Administrative Law Judge

**INTRODUCTION**

This Decision dismisses in part and sustains in part the Formal Complaint filed by Jessica Blakemore against Pittsburgh Water and Sewer Authority. Complainant met her burden to prove that the Company failed to provide “reasonable” service with regard to how it processed her Dollar Energy application, but her Complaint is dismissed in all other respects due to Complainant failing to meet her burden of proof.

**HISTORY OF THE PROCEEDINGS**

On February 25, 2025, Jessica Blakemore (Complainant or Ms. Blakemore) filed a Formal Complaint (Complaint) with the Pennsylvania Public Utility Commission (Commission) against Pittsburgh Water and Sewer Authority (PWSA, Authority, or Respondent), alleging the Authority: (1) “violated her rights” by contacting her landlord and providing details of her account to him; (2) failed to credit her account with

payments made on her behalf; and (3) lost a check in the amount of \$100.00.<sup>1</sup> Complaint ¶ 4. As relief, Complainant requested, *inter alia*, “accountability,” punitive damages, and a thorough investigation into PWSA. Complaint ¶ 5.

On March 21, 2025, PWSA filed an Answer and New Matter to the Complaint. The Authority denied all material allegations in the Complaint and denied violating the Public Utility Code. According to PWSA, it properly issued Non-Payment Notices to Complainant’s landlord and cannot be held responsible for the landlord’s subsequent treatment of Complainant. Further, PWSA averred it properly allocated all payments made by or on behalf of Ms. Blakemore.

In its New Matter, Respondent argued the Commission lacks authority to award Ms. Blakemore punitive damages.

On April 14, 2025, Chief Administrative Law Judge Charles E. Rainey, Jr. issued an Interim Order Setting Resolution Conference.

This matter did not settle, so on May 13, 2025, the Commission issued a Hearing Notice assigning this case to me and scheduling an evidentiary hearing for June 25, 2025. I issued a Prehearing Order on May 13, 2025.

The hearing convened as scheduled on June 25, 2025. Complainant appeared and represented herself. Mr. Conor Farley, Esq., appeared on behalf of the Authority. Complainant testified on her own behalf and requested an opportunity to submit late-filed exhibits. Tr. 17. Respondent presented the testimony of Julie Mechling,

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<sup>1</sup> The Complaint is a timely appeal of an informal complaint filed with the Commission’s Bureau of Consumer Services at No. 4026762. Tr. 51; PWSA Ex. 8. The instant Complaint is being considered *de novo*. 52 Pa. Code § 56.173 (a).

Director of Customer Service, and PWSA Exhibits 1-10 were admitted into the record, with PWSA Exs. 4-6 admitted over Complainant's objection. Tr. 48.

During the hearing, in order to complete a full and complete hearing record, I determined it was necessary for PWSA to provide late-filed exhibits: (1) a copy of the applicable portions of PWSA's wastewater tariff, which I marked as PWSA Exhibit 11; (2) a copy of PWSA's contract with Dollar Energy; and (3) a copy of PWSA's customer contacts with Ms. Blakemore. Further, I determined it was necessary to convene a second day of hearing for PWSA to present evidence and answer my questions regarding its handling of Ms. Blakemore's Dollar Energy application. Tr. 99.

I gave oral notice on the record to the parties that the second day of hearing would be held on July 15, 2025, at 1:00 p.m. Tr. 100-101.

On June 25, 2025, the Commission issued a Further Telephonic Hearing Notice, scheduling the second day of hearing.

On June 26, 2025, Complainant served her proposed exhibits upon PWSA's counsel and me by email.

On June 27, 2025, Respondent served PWSA Exhibit 11 and copies of its contract with Dollar Energy and customer contacts upon me and Ms. Blakemore by email.

The hearing resumed as scheduled on July 15, 2025. Ms. Blakemore appeared and again represented herself. Complainant's Exhibits 1-3 were admitted into the record. Mr. Farley appeared again on behalf of PWSA and presented additional testimony of Ms. Mechling. PWSA Exhibit 11 was admitted into the record. The Dollar

Energy contract was admitted as ALJ Exhibit 1 and the customer contacts were admitted as ALJ Exhibit 2.

The transcript from the first day of hearing was filed on July 16, 2025, and the transcript from the second day was filed on August 7, 2025. The hearing record closed at the conclusion of the second day. Tr. 168.

The hearing record consists of the 172-page Transcript, Complainant Exhibits 1-3, PWSA Exhibits 1-11, and ALJ Exhibits 1-2.

This matter is ripe for decision.

#### FINDINGS OF FACT

1. The Complainant is Jessica Blakemore who resides at 1900 Woodward Avenue, Pittsburgh, Pennsylvania (service location), which she rents from her landlord, Uyen Nguyen (Landlord). Tr. 21, 39.
2. Landlord purchased the service location on December 28, 2023. Tr. 39.
3. Pittsburgh Water and Sewer Authority, the Respondent, is a municipal authority and provides wastewater service to Complainant. Tr. 38.
4. PWSA also bills Complainant for a storm water fee and sewage treatment charges on behalf of the Allegheny County Sanitary Authority (ALCOSAN). Tr. 38-39.
5. Complainant moved into the service location in March 2024. Tr. 22.

6. Complainant is responsible for paying her own utility bill to PWSA, and her account is in her name. Tr. 22, 39.

7. On April 2, 2024, PWSA sent Complainant a Tenant Welcome Letter via First-Class Mail. Tr. 44, 76-77; PWSA Ex. 4.

8. The Tenant Welcome Letter reads in pertinent part, “The owner of the property will receive copies of monthly bills *unless you have previously designated on the Application for Service – Tenants that you opt-out of sharing this information*. If you have opted-out of sharing monthly bill information, the owner of record will continue to receive notices regarding non-payment of charges on your account and water meter maintenance.” PWSA Ex. 4.

9. PWSA’s Wastewater Tariff reads, in pertinent part,

Beginning no later than February 8, 2023, the Authority will notify Tenant Applicants and Tenant Customers of the option to opt-out of the Authority sending the property owner copies of bills and other notices related to the account. For Tenant Applicants and Tenant Customers who opt-out of notices being provided to the property owner, the Authority will limit notices to the property owner to the following:

- i. A new account past due notice identifying only the amount overdue, to be sent to the property owner 30 days after the date the unpaid charges were issued;
- ii. If charges continue to remain unpaid, the Authority will send a copy of the 10-day notice and all subsequent non-payment notices to the property owner;
- iii. A copy of any high consumption notice based on the Authority’s pre-bill review for accounts with

usage that is greater than or equal to 200% of the previously recorded monthly usage and over 9,000 gallons; and

- iv. A copy of any other notices, such as Waste of Water, Lead Service Line Replacement, or any other notice related to public safety, that require action by the property owner as a condition of the Authority continuing to provide service.
- v. Upon being offered the option to opt-out, Tenants will be notified that property owners will continue to be provided with the notices listed in (i) – (iv).

PWSA Ex. 11.

10. Because PWSA is a municipal authority, it has the ability to place a lien on a property if a utility bill goes unpaid, which means that the property owner is ultimately responsible for the payment of PWSA accounts, even in cases where a tenant has an account in his or her own name. Tr. 78-79.

11. Complainant opted-out of having copies of notices and bills being sent to Landlord. Tr. 79.

12. If a tenant opts-out of having copies of notices and bills being sent to his or her landlord, PWSA still sends copies of past-due notices, 10-day termination notices, and any other non-payment notice to the landlord and will share the past due balance with the landlord. Tr. 154.

13. On April 11, 2024, PWSA enrolled Complainant in its customer assistance program (CAP). ALJ Exhibit 2.

14. On May 30, 2024, PWSA sent Complainant and Landlord a Courtesy Non-Payment Notice. Tr. 44-45, 73-74; PWSA Ex. 5.

15. On June 4, 2024, Complainant applied for a low-income hardship grant from the Dollar Energy Fund (DEF) and a grant from ALCOSAN. Tr. 22.

16. The Dollar Energy Fund is a non-profit organization, separate from PWSA that serves as the administrator for PWSA's low-income programs. Tr. 64-68.

17. The relationship between PWSA and the Dollar Energy Fund is governed by a contract. Tr. 87.

18. The contract between PWSA and DEF reads, in pertinent part, "DEF shall perform the services with care, skill, due and reasonable diligence in accordance with practices and procedures accepted in the area of services anticipated by this agreement." Tr. 88-89.

19. The contract between PWSA and DEF provides remedies available to PWSA if DEF fails to comply with its contractual obligations. Tr. 89.

20. If DEF breaches its contract with PWSA, PWSA must notify DEF of the breach, and if it is not corrected within 30 days, the contract provides that PWSA may take additional actions. Tr. 89.

21. In order to apply for a low-income hardship grant from DEF, PWSA customers must go to a community-based organization to submit an application and proof of eligibility. Tr. 61.

22. A hardship grant is paid out yearly – once every twelve-month period. Tr. 62.

23. Complainant went to the Brashear Association, a community-based organization working for DEF, to submit her applications for the Dollar Energy Fund hardship grant and the ALCOSAN grant. Tr. 22, 61, 87.

24. Complainant was approved to receive a \$149.00 grant from Dollar Energy and a \$180.00 grant from ALCOSAN. Tr. 22; Complainant Ex. 1; ALJ Ex. 1.

25. PWSA received notice directly from the Dollar Energy Fund that Complainant was approved for these grants on June 4, 2024, at 11:31 a.m. Tr. 86-87.

26. The amount of the hardship grant corresponded to Complainant's account balance at the time of her application. Tr. 64.

27. Once a customer is approved for a Dollar Energy hardship grant, DEF is responsible for sending a physical check in the mail to PWSA so the amount can be credited to a customer's account. Tr. 61.

28. DEF sends a paper check once a month through the mail for all the customers who were awarded grants that month. Tr. 61, 135.

29. PWSA is not aware of an option to allow DEF to make electronic payments to PWSA for awarded grant monies. Tr. 135.

30. It typically takes between one and two months from the time a customer is approved for a hardship grant to be credited to the customer's account. Tr. 63.

31. PWSA does not control the timing of Dollar Energy Fund's disbursement of awarded grant monies. Tr. 68-69.

32. When PWSA receives notice that a Dollar Energy Fund hardship grant has been awarded, PWSA codes that grant on to a dashboard provided by Dollar Energy Fund where PWSA can see whether the grant has been disbursed. Tr. 92.

33. After a hardship grant is approved, but before it is credited to a customer's account, PWSA places a collections lock on the account and will not proceed with termination and only sends courtesy past-due notices, not termination notices. Tr. 64-66.

34. On June 4, 2025, PWSA placed a collections lock on Complainant's account. ALJ Ex. 2.

35. An ALCOSAN grant is applied to a customer's account in four quarterly payments; in Complainant's case, she was scheduled to receive her \$180.00 grant in four quarterly payments of \$45.00 each. Tr. 60.

36. On June 6, 2025, Landlord contacted PWSA inquiring about the May 30, 2025 Courtesy Non-Payment Notice. ALJ Ex. 2.

37. The PWSA customer service representative told Landlord that Complainant's account balance had not been paid and that unpaid charges can potentially become a lien. ALJ Ex. 2.

38. On June 6, 2025, Landlord emailed Complainant advising PWSA had contacted Landlord and requested that Landlord ask Complainant to pay her bill. Complainant Ex. 1.

39. On June 6, 2024, Complainant called PWSA requesting that PWSA not contact Landlord regarding her account balance. ALJ Ex. 2.

40. On June 28, 2024, Landlord contacted Complainant and told her PWSA had advised Landlord that Complainant had not made a payment on her account. Tr. 22.

41. On July 9, 2024, PWSA sent Complainant and Landlord a Courtesy Non-Payment Notice. Tr. 45, 74-75; PWSA Ex. 6.

42. Landlord continued to contact Complainant about her PWSA account until the end of September 2024, threatening and harassing her. Tr. 23, 27.

43. On August 21, 2024, a 30-day hold was placed on the account due to the pending hardship grant funding. ALJ Ex. 2.

44. On September 6, 2024, a PWSA employee placed a 20-day hold on the account due to the pending hardship grant funding. ALJ Ex. 2.

45. On September 27, 2024, Landlord emailed Complainant directing Complainant to pay her past due balance to PWSA and advising that PWSA would terminate service if she did not. Complainant Ex. 2.

46. On September 27, 2024, Complainant called PWSA and the PWSA customer service representative informed Complainant that PWSA never received the check for the DEF hardship grant or the ALCOSAN grant. Tr. 91.

47. During the call with PWSA on September 27, 2024, Complainant entered into a special payment arrangement (PAR), in which Complainant agreed to pay

\$7.30 per month in addition to her current charges, beginning on October 28, 2024. Tr. 45, 70-71; PWSA Ex. 7.

48. Complainant entered into the special PAR to prevent service termination, to prevent PWSA from sending notices to Landlord, and to buy time for Complainant to submit a new application for assistance through the Brashear Association. Tr. 27-28.

49. On September 30, 2024, Landlord emailed Complainant, writing, “I just wanna let you know that you have not paid [the] sewer bill since you moved in. I already talked to Ashley Mayers about your problem. And we want to let you know that you need to pay your sewer bill this week before we gonna sue you at Pittsburgh City Council next week. If you paid this bill. Please send me and cc email to Ashley Mayers about your receipt as well.” Complainant Ex. 2.

50. On September 30, 2024, Complainant called PWSA inquiring about the status of her Dollar Energy Fund hardship grant and the representative informed her that the money had not been received or applied to her account. Complainant Ex. 3; ALJ Ex. 2.

51. On or about October 1, 2024, Landlord made an unannounced visit to Complainant’s residence, banging on her door and window, resulting in Complainant calling the police and making a police report. Tr. 25, 27, 32.

52. On October 1, 2024, Landlord emailed Complainant a document titled, “1 Week Notice About Tenant Not Paying Utilities” (Landlord Notice). Tr. 24, 32, 121; Complainant Ex. 2.

53. The Landlord Notice reads, in pertinent part,

It has come to our attention that your utility bill is currently overdue as follow [sic].

Pittsburgh Water & Sewer Authority: \$438.93 (not paid since you moved in until now)

I therefore kindly request that the outstanding balance be paid immediately and that you ensure all future utilities payments be made in full on the due date.

Also, check other utilities bill [sic] to see if you owe any bills from them and pay immediately. On date 10/7/2024, I will check again to see if all your utilities are cleared, including: gas, water, sewer and electricity.

When you [are] done with paying all utilities, please send all receipts or confirmation number [sic] to me and Cc that email to Ashley Mayers, section 8 specialist as the proof of payments.

I'll take this opportunity to advise you that unpaid arrears could result in court action, And if these arrears are not cleared, an application could be made for your eviction. And if eviction is sought, You may be responsible for additional charges, such as court and attorney's fees and your credit rating could be affected, and your section 8 voucher could be lost as well.

Complainant Ex. 2.

54. On October 1, 2024, Complainant reapplied for assistance from DEF through the Brashear Association and was approved for a \$149.00 hardship grant. Tr. 25-26, 97.

55. On October 1, 2024, after the altercation with Landlord, Complainant called PWSA and informed them that Landlord was harassing her and requested that it stop contacting Landlord. Tr. 24.

56. During the call on October 1, 2024, the customer service representative advised Complainant that a DEF grant for \$149.00 had been posted to the account earlier that day. ALJ Ex. 2

57. Complainant's account posted credits and payments on September 24, 2024 (\$45.00); October 1, 2024 (\$149.00); November 4, 2024 (\$58.63); November 13, 2024 (\$45.00); December 2, 2024 (\$58.63); December 10, 2024 (\$40.00); January 2, 2025 (\$58.63); January 10, 2025 (\$40.00); February 3, 2025 (\$66.74); February 10, 2025 (\$40.00); and March 3, 2025 (\$63.17). PWSA Ex. 2.

58. The credit posted on September 24, 2024 was a quarterly ALCOSAN grant in the amount of \$45.00. Tr. 60.

59. The \$149.00 credit posted on October 1, 2024 was the DEF hardship grant awarded on October 1, 2024. Tr. 26, 98; PWSA Ex. 2.

60. The November 4, 2024 payment was Complainant's first payment under her special payment arrangement. Tr. 70-71.

61. The credits posted on December 10, 2024, January 10, 2025, February 10, 2025 are part of PWSA's Bill Discount Program, which removes \$40.00 of a customer's past-due account balance every time the customer makes an on-time payment of their payment plan amount, plus current charges. Tr. 72-72.

62. As of May 28, 2025, Complainant's PWSA account was up to date. Tr. 28, 73.

63. Julie Mechling is the Director of Customer Service at PWSA. Tr. 36.

64. Despite receiving notice that Complainant was approved for a Dollar Energy Fund hardship grant on June 4, 2024, PWSA did not investigate whether Dollar Energy Fund sent the check or otherwise follow up on the grant's disbursement until September 27, 2024, when Ms. Blakemore called PWSA. Tr. 90-91; 134.

65. PWSA never reached out to Complainant prior to Complainant's call on September 27, 2024, to let her know there was an issue with her DEF grant because it did not have a system in place at the time to track the grants. Tr. 148.

66. Prior to June 25, 2025, the date of the first day of evidentiary hearing in this matter, PWSA did not have a policy to investigate disbursement of grants from the DEF until a customer brought it to their attention. Tr. 90.

67. At the hearing on June 25, 2025, Ms. Mechling did not know if any PWSA employees tracked whether grant monies from the Dollar Energy Fund were timely disbursed to PWSA. Tr. 91-93.

68. After the first day of hearing, PWSA did an investigation to see what happened to the check originally sent by DEF to cover the hardship grant awarded to Complainant on June 4, 2024. Tr. 134.

69. PWSA's investigation led it to believe the check had been lost in the mail. Tr. 134.

70. As a result of the investigation, and as a direct result of what happened to Complainant in this case, PWSA developed a standard operating procedure concerning the tracking of grants awarded, but not yet paid by DEF. Tr. 136.

71. As of the second day of hearing in this case, July 15, 2025, PWSA had implemented a practice where the collections management team, with Ms. Mechling's review, compiled a document where each approved grant will be entered into an Excel spreadsheet, which will be assigned to a member of the PWSA collections team who will be responsible for reviewing and tracking payment of those grants. Tr. 136-137.

72. The member of the collections team will ensure the awarded grants are applied to customer accounts within 30 days. Tr. 137.

73. If an awarded grant is not applied to a customer account in 30 days, the member of the collections team will reach out to DEF to determine where the grant money is and request that a check be reissued, if necessary. Tr. 137.

### DISCUSSION

Section 701 of the Public Utility Code (Code), provides that any person may complain, in writing, about any act or thing done or not done by a public utility which violates any laws which the Commission has the authority to administer, or any regulation or order of the Commission. 66 Pa.C.S. § 701. A person who wants the Commission to do something to resolve their complaint has the burden of proof. 66 Pa.C.S. § 332(a).

Pursuant to Section 1501 of the Code, all public utilities have a duty to maintain “adequate, efficient, safe, 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 (Section 1501). Section 1501 provides, in pertinent part, as follows:

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 and facilities shall be in conformity with the regulations and orders of the commission.

66 Pa.C.S. § 1501.

In this matter, Ms. Blakemore is the party asking for relief from the Commission; therefore, she has the burden of proof. This means that Ms. Blakemore must present facts which support her claims and prove facts that show that PWSA violated the Public Utility Code, regulation or Commission order by a preponderance of the evidence. *Popowsky v. Pa. Pub. Util. Comm'n*, 937 A.2d 1040 (Pa. 2007) (*Popowsky*); *Se-Ling Hosiery v. Margulies*, 70 A.2d 854 (Pa. 1950). The term “preponderance of the evidence” means one party must present evidence which is more convincing, by even the smallest amount, than the evidence presented by the other party. *Id.*

In her Complaint, Ms. Blakemore essentially makes the following claims against PWSA: (1) PWSA improperly shared information about her account with Landlord, and (2) PWSA failed to timely apply the grants awarded by DEF to her account.

## PWSA's Communications with Landlord

Ms. Blakemore testified that PWSA shared information with Landlord in violation of her opting-out of permitting it do so, resulting in Landlord threatening and harassing her, leading her to file a police report against Landlord. Tr. 16. She further argues that PWSA must have disclosed account information, including payment activity, to Landlord, since Landlord repeatedly told her PWSA said she had not made a payment on her account. Tr. 22-23; Complainant Ex. 2.

Ms. Mechling testified that even if a customer opts-out of having PWSA share account information with a landlord, its tariff requires it to still send past due notices and 10-day termination notices to the landlord. Tr. 154. Additionally, she testified that the landlord is entitled to the past due balance on the account. *Id.* Ms. Mechling explained that the reason the landlord is entitled to this information, even if a customer opts-out, is because PWSA is a municipal authority and it has the ability to place a lien on a property if a utility bill goes unpaid, which means that the property owner is ultimately responsible for the payment of PWSA accounts. Tr. 78-79. Ms. Mechling denied that PWSA employees shared any information with Landlord other than the past due notices, 10-day notices, and the past due balance, and hypothesized that Landlord concluded that Ms. Blakemore had not made a payment on the account due to not seeing the account balance decrease on the notices issued to Landlord. Tr. 156.

I am sympathetic to Ms. Blakemore's situation. She was harassed and threatened with eviction due to Landlord's belief that she was not being responsible and failing to pay her PWSA bill. I imagine that housing instability can be extremely disruptive and stressful, especially for low-income customers like Ms. Blakemore. Presumably, what Landlord did not know is that Ms. Blakemore had applied for and was awarded assistance by DEF. Had those grants been timely applied to Ms. Blakemore's account, perhaps all of the harassment Ms. Blakemore suffered could have been avoided.

That said, the record does not show substantial evidence that PWSA improperly disclosed any information to Landlord other than what is permitted in its tariff. A utility's Commission-approved tariff is *prima facie* reasonable, but a complainant may later challenge the tariff by establishing that the facts and circumstances have changed so drastically as to render the application of the tariff provision unreasonable. *Brockway Glass Co. v. Pa. Pub. Util. Comm'n*, 437 A.2d 1067 (Pa. Cmwlth. 1981) (*Brockway*). In this case, Ms. Blakemore failed to present substantial evidence that the tariff provision is no longer reasonable.

Further, PWSA cannot be held responsible for Landlord's interactions with Complainant. The evidence presented by Ms. Blakemore is not sufficient for me to find that PWSA improperly disclosed information to Landlord in violation of its tariff. Therefore, this claim must be dismissed.

#### PWSA's Failure to Timely Apply Grants to Complainant's Account

There is no dispute that Ms. Blakemore applied for assistance from DEF on June 4, 2024. Nor is there any dispute that she was found eligible for a \$149.00 hardship grant and a \$180.00 ALCOSAN grant on that date. Ms. Mechling admitted PWSA received notice from DEF on June 4, 2024, that Ms. Blakemore had been approved for these grants. Tr. 86-87.

Ms. Mechling explained that the current process is that DEF sends a paper check in the mail once a month covering the grants of all customers who were awarded grants that month. Tr. 61, 135. She testified that she is not aware of any way for DEF to submit its payments electronically. Tr. 135. She further testified that it usually takes a month or two for PWSA to receive the check and the grant to appear on a customer's account. Tr. 63.

Prior to the first day of hearing on June 25, 2025, PWSA had no policy to track whether awarded grants had actually been received and posted to a customer's account. Tr. 90. Additionally, PWSA had no policy to reach out to customers whose grants were not timely applied to their accounts and relied on customers to call in and make PWSA aware of the problem. Tr. 148.

The relationship between PWSA and DEF is governed by a contract, which requires DEF to "perform the services with care, skill, due and reasonable diligence in accordance with practices and procedures accepted in the area of services anticipated by this agreement." Tr. 88-89. Additionally, the contract provides PWSA with remedies in the event that DEF breaches its contractual obligations. Tr. 89.

Per Section 1501, a utility must provide reasonable service to customers. In this case, PWSA received notice when a customer was approved for a DEF grant, but had no policy to track whether the payment was actually received. Nor did it reach out to DEF to follow-up if there was a delay in receiving the money. Instead, it relied on customers to bring the delay to its attention.

I find this practice is unreasonable. Ms. Blakemore did her part in applying for assistance. Once PWSA received notice that she was approved for assistance, it is reasonable to expect it to track if and when the money was actually received. DEF has contractual obligations to act with care, skill, and due and reasonable diligence, and PWSA has remedies provided by contract in the event DEF violates its obligations. Tr. 88-89. If PWSA fails to track if and when DEF monies are actually received, PWSA cannot reasonably assess whether DEF is upholding its contractual obligations.

In Ms. Blakemore's case, PWSA never followed up with DEF. Instead, it continued to send past-due notices until she called on September 27, 2024, resulting in

her reapplication for assistance on October 1, 2024. Presumably, if Ms. Blakemore *had* called prior to September 27, 2024, PWSA would have simply told her to continue to wait for the money to be posted to her account. Notably, PWSA representatives reviewed Ms. Blakemore's account on August 21, 2024 and September 6, 2024 to renew the holds on her account, but at no time did it investigate why those additional account holds were necessary in the first place. *See* ALJ Ex. 2. Further, Ms. Blakemore entered into a PAR on September 27, 2024, which likely would not have been necessary had the DEF grant been timely applied to her account.

After the first day of hearing, PWSA conducted an investigation into what happened in Ms. Blakemore's case and subsequently created a policy to track DEF grants and proactively reach out to DEF in the event a grant had not been applied to a customer's account within 30 days of the grant being awarded. Tr. 136-137. While I applaud PWSA for taking this corrective action after the first day of hearing, it does not negate the fact it provided unreasonable service to Ms. Blakemore in failing to track her DEF grant and follow-up with DEF when her DEF grant had not been applied to her account for almost four months.

### Civil Penalty

Having concluded that PWSA failed to provide reasonable service to Complainant, it is appropriate to consider whether the Commission should assess a civil penalty for this violation. *See* 52 Pa. Code § 56.93.

Section 3301 of the Public Utility 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 certain standards that it will consider when imposing a civil penalty for violations of Commission directives and

regulations. *See* 52 Pa. Code § 69.1201; *see also*, *Rosi v. Bell Atl.-Pa., Inc. & Sprint Commc 'ns Co.*, Docket No. C 00992409 (Opinion and Order entered Feb. 10, 2000) (*Rosi*). Section 69.1201(a) of the Commission's regulations state:

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.

52 Pa. Code § 69.1201(a).

These factors and standards to be considered are enumerated in subsection

(c):

(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(c).

Even where the Commission concludes that there has been a violation of the Public Utility Code, the Commission may exercise its discretion and decline to assess a penalty.

As explained above, PWSA failed to provide reasonable service to Ms. Blakemore in violation of the Commission's regulations. The violation stems from PWSA failing to track and follow up with DEF regarding awarded grants, which is

essentially an administrative failure. As Ms. Mechling testified, up until Ms. Blakemore's case, PWSA had been unaware that there was a need to track DEF grants since DEF grants were usually received in a month or two. Tr. 63. This factor suggests a lower penalty.

The resulting consequences of the conduct in Ms. Blakemore's case are of a serious nature. While Ms. Blakemore testified about the actions of Landlord, these actions, while arguably unreasonable, cannot be attributed to PWSA. However, PWSA is responsible for failing to have any tracking procedure in place for DEF grants. PWSA receives notice directly from DEF when a customer is approved for financial assistance. PWSA is in the best position to monitor if and when the funds from DEF are received and applied to a customer's account. Instead of tracking the grants, PWSA relied on low-income customers to bring concerns of delays to PWSA's attention; it shifted its responsibility to ensure grants were timely paid on to its low-income customers. PWSA representatives reviewed Ms. Blakemore's account *twice* to place new holds on her account due to the extended delay, but not once did it conduct an investigation or reach out to DEF to inquire about the funds. This process unduly burdens PWSA's low-income customers, customers who may already be vulnerable due to their low-income status. This factor warrants a higher penalty.

Another factor the Commission considers is the number of customers affected by the violation. In this case there is no information in the record to indicate how many other customers were affected by PWSA's failure to track and follow-up on DEF grants. Based on Ms. Mechling's testimony that most DEF grants were posted to customer accounts in one or two months, it is unlikely that there was a large number of customers who found themselves in a position like Ms. Blakemore, where a DEF grant had not been posted to the account in almost four months. This factor warrants a lower penalty.

Other factors require consideration of the utility's efforts to modify its internal practices and procedures and the utility's compliance history. In this case, after the first day of hearing, Ms. Mechling testified that PWSA conducted an investigation and implemented a new policy where it will track DEF grants that have been approved, but not yet applied to a customer's account. She testified that PWSA will reach out to DEF in the event that a grant has not been applied in thirty days. This policy should prevent a situation like that which happened to Ms. Blakemore from reoccurring. This factor suggests a lower penalty.

The final factor is the amount of penalty necessary to deter future violations. By the second day of hearing, PWSA had recognized it had a gap in its customer service regarding how it handled the tracking of DEF grants and had developed and implemented a policy to prevent this situation from happening again.

In weighing all the factors, I find that a civil penalty of \$100.00 is appropriate. This amount is considerably less than \$1,000 per day which the statute authorizes, and takes into account that Respondent is a municipal authority without shareholders, but it sends a message to PWSA that it failed to provide reasonable service to Ms. Blakemore in this matter. It should have been alerted to the fact there was an issue with Ms. Blakemore's DEF grant on August 21, 2024 and September 6, 2024 when representatives reviewed her account to renew the holds on her account. However, due to the lack of appropriate policies in place, it failed to recognize there was a problem until September 27, 2024, almost four months after her initial application, and only when Ms. Blakemore brought it to its attention.

#### CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the parties and subject matter in this Complaint. 66 Pa.C.S. § 701.

2. Section 332(a) of the Public Utility Code provides that the party seeking relief from the Commission has the burden of proof. 66 Pa.C.S. § 332(a).

3. Public utilities have a duty to maintain adequate, efficient, safe, 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.

4. A utility's Commission-approved tariff is *prima facie* reasonable, but a complainant may later challenge the tariff by establishing that the facts and circumstances have changed so drastically as to render the application of the tariff provision unreasonable. *Brockway Glass Co. v. Pa. Pub. Util. Comm'n*, 437 A.2d 1067 (Pa. Cmwlth. 1981).

5. Having concluded that PWSA failed to provide reasonable service to Complainant, it is appropriate to consider whether the Commission should assess a civil penalty for this violation. 52 Pa. Code § 56.93

6. Section 3301(a) and (b) of the Public Utility Code authorizes the Commission to impose a maximum civil penalty of \$1,000.00 per day for violations of the statute, regulations and orders. 66 Pa.C.S. § 3301(a), (b).

7. Complainant failed to meet her burden of proof to show that PWSA violated its tariff or a regulation, statute, or order in its communications with Complainant's Landlord.

8. Complainant met her burden of proof to show that PWSA provided unreasonable service in failing to track and follow-up on the DEF grant awarded to her on June 4, 2024.

ORDER

THEREFORE,

IT IS ORDERED:

1. That the Formal Complaint of Jessica Blakemore in Jessica Blakemore v. Pittsburgh Water and Sewer Authority at Docket C-2025-3053736 is sustained in part and denied in part.
2. That the Complaint is sustained in that Pittsburgh Water and Sewer Authority failed to provide reasonable service to Ms. Blakemore by failing to track and follow-up on her grant awarded by the Dollar Energy Fund.
3. That the Complaint is otherwise dismissed.
4. That within thirty (30) days of entry of the final order of the Commission, Pittsburgh Water and Sewer Authority shall remit a civil penalty in the amount of \$100.00 in accordance with Section 3301 of the Public Utility Code, 66 Pa.C.S. § 3301, by sending a certified check or money order payable to the Commonwealth of Pennsylvania to:

