

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Donald Knaub	:	
	:	
v.	:	C-2025-3055803
	:	
Columbia Gas of Pennsylvania, Inc.	:	

INITIAL DECISION

Before
Chad L. Allensworth
Administrative Law Judge

INTRODUCTION

This Initial Decision denies the Formal Complaint of a gas service customer on the basis that his claims are barred by the statute of limitations.

HISTORY OF THE PROCEEDING

On or about June 17, 2025, Donald Knaub (“Complainant”) filed a Formal Complaint (“complaint”) with the Pennsylvania Public Utility Commission (“Commission”) against Columbia Gas of Pennsylvania, Inc. (“Respondent” or “Columbia”). Complainant marked “other” as the reason for the complaint and alleged that the Respondent took advantage of his faithfulness and provided him incorrect information causing him to pay \$6,568.82 to run a gas line to his property that was subsequently used to run gas lines to other homes. Complaint ¶¶ 4-5. As relief, Complainant requested to have all or most of his money refunded to him. Complaint ¶ 5.

On or about July 7, 2025, Respondent filed an Answer with New Matter denying the material allegations of the complaint. Specifically, the Company admitted to providing residential gas service to Complainant but denied providing Complainant incorrect information and denied that Complainant “paid to run a gas line” to other properties. Answer ¶¶ 1-5.

In its New Matter, Respondent averred that the complaint failed to allege a violation of any statute, regulation or order of the Commission and that the complaint failed to plead with sufficient specificity to allow Respondent to prepare a defense. New Matter ¶ 14. The New Matter included a Notice to Plead that advised Complainant that he had 20 days from the date of service to file a response.

Also, on July 7, 2025, Respondent filed Preliminary Objections (“POs”) arguing that the complaint should be dismissed on the grounds of insufficient specificity of a pleading, 52 Pa. Code § 5.101(a)(3), and legal insufficiency, 52 Pa. Code § 5.101(a)(4). POs ¶¶ 7-17. The POs included a notice to plead that notified Complainants they had 10 days to file a reply to the POs.

Complainant did not reply or plead to the New Matter.

Complainant did not file a response or plead to the POs.

On August 6, 2025, I issued an Order denying Respondent’s POs and advising that the matter would be scheduled for an initial telephonic hearing.

Also, on August 6, 2025, an Initial Call-In Telephone Hearing Notice was issued scheduling the matter for a hearing on October 2, 2025, at 10:00 a.m.

On August 7, 2025, a Prehearing Order was issued setting forth the general procedural rules for the hearing.

On October 2, 2025, the hearing was convened as scheduled. Complainant appeared on behalf of himself, testified on his own behalf and presented one exhibit that was admitted into evidence. Megan E. Rulli, Esq., appeared on behalf of Respondent and presented the testimony of one witness who sponsored the following five exhibits: Columbia Exhibit 1 – portion of Columbia’s 2012 Tariff; Columbia Exhibit 2 – Gas Line Extension Agreement; Columbia Exhibit 3 – Map of Neighborhood (Confidential); Columbia Exhibit 4 – Overview of Complainant’s Gas Consumption; and Columbia Exhibit 5 – portion of Columbia’s 2016 Tariff, which were all admitted into evidence.¹ During the hearing, Respondent made a verbal motion for summary judgment (“motion”) on that basis that Complainant’s allegations are barred by the statute of limitations in Sections 3314(a) and 1312(a) of the Pennsylvania Public Utility Code (“Code”), 66 Pa.C.S. §§ 1312(a), 3314(a) and the complaint is insufficient. Tr. 43-45. Complainant did not oppose the motion. Tr. 46. I denied the verbal motion without prejudice to be considered as part of this decision. Tr. 46.

The parties waived post-hearing briefs at the conclusion of the hearing. The record closed on October 23, 2025, when the 85-page transcript was filed with the Commission.

FINDINGS OF FACT

1. Complainant is Donald Knaub who resides at 903 Cranberry Lane, York, PA 17402 (“service address”). Tr. 13.

¹ During the hearing, Columbia explained that it pre-marked Columbia Gas Exhibit No. 3 as confidential and I granted Columbia’s request to admit this Exhibit as confidential and be treated accordingly. Tr. 61.

2. Complainant filed the complaint at issue on June 17, 2025.
3. Respondent is Columbia Gas of Pennsylvania, Inc., which is a jurisdictional public utility providing gas service to Pennsylvania customers.
4. Lisa Henry has been employed by Columbia as a New Business Team Leader for 12 years and her duties include managing a team that provides new service to residential and commercial customers. Tr. 47-48.
5. Complainant has resided at the service address since 1989, and he receives gas service from Columbia at the service address. Tr. 13-14, 16.
6. At the time Complainant purchased the service address in 1989, there was no utility right-of-way and no gas lines running to the service address. Tr. 16, 23.
7. Thereafter, a new housing development was built near the service address and Columbia ran a gas line to that development, which was located on Dietz Lane. Tr. 17-18, 23.
8. Complainant believed that if he and others near the service address put in propane tanks that Columbia would potentially run gas lines to his housing development. Tr. 17-18.
9. Complainant contacted other property owners near the service address to get them to install propane tanks on their properties. Tr. 17.
10. Columbia chose not to run gas lines to Complainant's housing development. Tr. 18-19.

11. Thereafter, Complainant and another homeowner in the housing development contacted Columbia to request that it run gas lines to their homes and they were quoted a price of \$4,000.00 each. Tr. 19.

12. Complainant rejected Columbia's offer to run the gas line for \$4,000.00. Tr. 19.

13. A few years later, Complainant contacted Columbia again to request that it run a gas line to his home, and he was quoted a price of \$6,568.82. Tr. 20, 35.

14. Complainant was advised that he would be reimbursed for anyone who ties on to the gas line running to the service address for seven years. Tr. 20, 32; Columbia Exhibit 2.

15. In 2012, Complainant chose to have Columbia run the gas line to the service address and paid Columbia \$6,568.82 for the service. Tr. 20, 24, 31, 35.

16. On August 6, 2012, Complainant signed a Line Extension Agreement ("agreement") with Columbia for a gas line extension to the service address. Tr. 37-39; Columbia Exhibit 2.

17. A main line extension is the process of Columbia expanding its existing natural gas distribution lines by adding new infrastructure to reach areas or customers that do not currently have service. Tr. 48.

18. The agreement provided for refunds to Complainant on an annual basis for each dekatherm ("Dth") of natural gas used by customers served from the service lines directly connected to the facilities in excess of the projected annual gas

usage of 74 Dth per year for a period not to exceed seven years for the date the agreement was executed. Columbia Exhibit 2.

19. The agreement was set to automatically terminate upon the occurrence of either Columbia refunding Complainant the entire deposit amount or the elapse of seven years from the date the agreement was executed. Tr. 52; Columbia Exhibit 2.

20. Complainant's consumption between August 2013 and July 2014 was 74.4 Dth or 0.4 Dth above the threshold in the agreement. Tr. 55; Columbia Exhibit 4.

21. Columbia issued Complainant one refund, based on the agreement, in the amount of \$1.40 for the 0.4 Dth usage in excess of the threshold between August 2013 and July 2014. Tr. 55-56; Columbia Exhibit 4.

22. Columbia's applicable tariff at the time of the agreement was effective January 31, 2012 ("2012 Tariff"). Tr. 58; Columbia Exhibit 1.

23. The 2012 Tariff provided that applicants for residential distribution service would be required to provide a refundable cash deposit to Columbia equal to the difference between the minimum capital investment required to serve the applicant's gas requirements and the amount of capital that Columbia can justify investing in the project based on the anticipated gas requirement of the applicant. Tr. 59; Columbia Exhibit 1.

24. Complainant's cash deposit paid in accordance with the agreement was calculated in accordance with the 2012 Tariff. Tr. 59.

25. Columbia’s current tariff was effective December 14, 2024 (“2024 Tariff”). Tr. 65; Columbia Exhibit 5.

26. The 2024 Tariff provides that Columbia will install at its expense the service line from its main to a convenient point approximately 150 feet inside the customer’s property line absent any abnormal underground conditions or excessive permitting requirements. Tr. 66; Columbia Exhibit 5.

27. This 150-foot allotment that would be covered at Columbia’s expense was not present in the 2012 Tariff. Tr. 66.

28. Less than two years after Complainant paid to run the gas line to the service address, Columbia ran a gas line up Cranberry Lane, which is where the service address is located. Tr. 24-25, 27.

29. Complainant seeks a refund from the \$6,568.82 deposit he paid to Columbia in 2012. Tr. 35.

DISCUSSION

Statute of Limitations

During the hearing, Columbia moved for summary judgment on the basis that Complainant’s allegations were barred by the statute of limitations set forth in Sections 1312(a) and 3314(a) of the Code, 66 Pa.C.S. §§ 1312(a), 3314(a). Tr. 43-46. Complainant did not raise any arguments in opposition to the motion. Tr. 46. The motion was denied without prejudice to be considered as part of the final decision. Tr. 46. This issue is now ripe for consideration.

Section 3314(a) of the Public Utility Code provides as follows:

(a) **General rule.** – No action for the recovery of any penalties or forfeitures incurred under the provisions of this part, and no prosecutions on account of any matter or thing mentioned in this part, shall be maintained unless brought within three years from the date at which the liability therefor arose, except as otherwise provided in this part.

66 Pa.C.S. § 3314(a).

Section 1312(a) of the Public Utility Code provides as follows:

(a) **General rule.** – If, in any proceeding involving rates, the commission shall determine that any rate received by a public utility was unjust or unreasonable, or was in violation of any regulation or order of the commission, or was in excess of the applicable rate contained in an existing and effective tariff of such public utility, the commission shall have the power and authority to make an order requiring the public utility to refund the amount of any excess paid by any patron, in consequence of such unlawful collection, within four years prior to the date of the filing of the complaint, together with interest at the legal rate from the date of each such excessive payment. In making a determination under this section, the commission need not find that the rate complained of was extortionate or oppressive. Any order of the commission awarding a refund shall be made for and on behalf of all patrons subject to the same rate of the public utility. The commission shall state in any refund order the exact amount to be paid, the reasonable time within which payment shall be made, and shall make findings upon pertinent questions of fact.

66 Pa.C.S. § 1312(a).

Specifically, Columbia argued that based on Section 3314(a) of the Code, 66 Pa.C.S. § 3314(a), any Complainant claims based on violations occurring before June 17, 2022, or three years before the complaint was filed, are barred. Tr. 44. Additionally,

Columbia argued that based on Section 1312(a) of the Code, 66 Pa.C.S. § 1312(a), Columbia cannot be ordered to provide any refund for amounts billed to Complainant before June 17, 2021, or four years before the complaint was filed. Tr. 44.

Analysis

The Commission, as a creation of the General Assembly, only has the powers and authority granted to it by the General Assembly in the Code. *Feingold v. Bell Tel. Co. of Pa.*, 383 A.2d 791 (Pa. 1977). The Commission must act within, and cannot exceed, its jurisdiction. *City of Pittsburgh v. Pa. Pub. Util. Comm'n.*, 43 A.2d 348 (Pa. Super. 1945). Jurisdiction may not be conferred by the parties where none exists. *Roberts v. Martorano*, 235 A.2d 602 (Pa. 1967). Subject matter jurisdiction is a prerequisite to the exercise of power to decide a controversy. *Hughes v. Pa. State Police*, 619 A.2d 390 (Pa. Cmwlt. 1992).

In this case, it is uncontested that Complainant's sole claim is a request for a refund of all or a portion of the \$6,568.82 deposit he paid to Columbia in 2012 to run a gas line to the service address. Tr. 33-34. The complaint in this matter was filed June 17, 2025, which is beyond the four-year statute of limitation prescribed for recovery on violations under Section 3314(a), 66 Pa.C.S. § 3314(a), and beyond the three-year statute of limitation prescribed for refunds under Section 1312(a), 66 Pa.C.S. § 1312(a), for claims stemming from his 2012 deposit paid to Columbia. To be actionable by the Commission, the claims at issue in the complaint must have occurred on or after June 17, 2021 to qualify under Section 3314(a), 66 Pa.C.S. § 3314(a), and on or after June 17, 2022 to qualify under Section 1312(a), 66 Pa.C.S. § 1312(a).

Complainant's allegations against Columbia in this matter stem from 2012, when Complainant entered into the agreement with Columbia to run the gas line to the service address and charge him the \$6,568.82 deposit, to August 2019, when the

agreement automatically terminated. Thus, the claim in this matter is outside of the statute of limitations and Complainant is not entitled to relief as a matter of law.

CONCLUSIONS OF LAW

1. The Commission, as a creation of the General Assembly, has only the powers and authority granted to it by the General Assembly contained in the Public Utility Code. *Feingold v. Bell Tel. Co. of Pa.*, 383 A.2d 791 (Pa. 1977).

2. The Commission must act within, and cannot exceed, its jurisdiction. *City of Pittsburgh v. Pa. Pub. Util. Comm'n.*, 43 A.2d 348 (Pa. Super. 1945).

3. Jurisdiction may not be conferred by the parties where none exists. *Roberts v. Martorano*, 235 A.2d 602 (Pa. 1967).

4. Subject matter jurisdiction is a prerequisite to the exercise of power to decide a controversy. *Hughes v. Pa. State Police*, 619 A.2d 390 (Pa. Cmwlth. 1992).

5. No action for the recovery of any penalties or forfeitures incurred under the provisions of this part, and no prosecutions on account of any matter or thing mentioned in this part, shall be maintained unless brought within three years from the date at which the liability therefore arose, except as otherwise provided in this part. 66 Pa.C.S. § 3314(a).

6. The Commission has the power to make an order requiring a public utility to refund the amount of any excess paid by a customer because of an unlawful collection within four years prior to the filing date of the complaint. 66 Pa.C.S. § 1312(a).

