

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Shirley A. Nicodemus	:	
	:	
v.	:	F-2025-3055828
	:	
Peoples Natural Gas Company LLC	:	

**INITIAL DECISION**

Before  
Katrina L. Dunderdale  
Administrative Law Judge

**INTRODUCTION**

This Initial Decision sustains the Formal Complaint filed by a natural gas utility customer against her natural gas distribution company, alleging the utility failed to provide monthly bills in a timely manner, cashed a check made out to her insurance company and damaged her property when installing a meter at the service address. This Initial 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.

**HISTORY OF THE PROCEEDING**

On June 13, 2025, Shirley Nicodemus (Complainant or Ms. Nicodemus) filed a Formal Complaint (Complaint) with the Pennsylvania Public Utility Commission (Commission) against Peoples Natural Gas Company LLC (Respondent or Peoples)

alleging she had a reliability, safety or quality problem with her natural gas service, and Peoples had damaged her basement. Ms. Nicodemus further alleged she stopped receiving billing statements from Peoples, beginning in June 2024. The Complaint is a timely appeal of a decision rendered by the Commission's Bureau of Consumer Services (BCS) on May 1, 2025, at BCS No. 4037356.<sup>1</sup> In the Complaint, Ms. Nicodemus noted she would accept service of all documents by First Class Mail.

On July 11, 2025, Respondent filed an Answer, in which Peoples acknowledged it experienced a delay in timely billing until it contracted for a new provider of mailing services. Respondent also acknowledged completing a pipeline replacement project at the service address in September 2023. Peoples admitted it took remedial action at Complainant's request but asserted the widespread damage in Complainant's basement resulted from the age and material of the foundation coupled with an abnormally high level of precipitation. Respondent contended the claim for damages should be addressed in the local Court of Common Pleas.

On July 18, 2025, the Office of Administrative Law Judge (OALJ) issued an Initial Call-In Telephone Hearing Notice, which scheduled an initial telephonic hearing to be conducted on September 9, 2025, before Administrative Law Judge (ALJ) Katrina L. Dunderdale. Also, on July 18, 2025, the ALJ issued a Prehearing Order, reminding the parties as to the date, time and manner of the hearing, and advising the parties about various procedural rules, including the rules concerning continuance requests.

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<sup>1</sup> In her informal complaint filed with BCS, she made the same allegations listed in the Complaint but also alleged she inadvertently sent Respondent a check made out to her insurance company that Peoples cashed anyway. Complainant reprised this additional issue at the initial hearing, which testimony was permitted by the presiding officer because the allegation had been part of the informal complaint, which Complainant timely appealed.

On August 25, 2025, Respondent served a Motion for Continuance on the presiding officer via electronic mail and on Complainant via First Class Mail. Counsel for Respondent averred she had a personal matter which would prevent her from being able to participate in a hearing in this proceeding. The continuance request indicated counsel contacted Complainant on August 25, 2025, to discuss possible available dates for a rescheduled hearing. Counsel did not indicate if Ms. Nicodemus objected to or consented to the continuance request. Counsel provided the ALJ with a list of dates between September 9, 2025, and November 5, 2025, when counsel and Peoples would not be available.

On August 26, 2025, I issued a First Interim Order which granted People's motion for a continuance and rescheduled the hearing for October 8, 2025.

On October 8, 2025, the presiding officer convened the parties and conducted a hearing at which time Complainant appeared *pro se*. Ms. Nicodemus testified on her own behalf and offered one exhibit consisting of 77 pages.<sup>2</sup> Some pages contained confidential material, and the entire exhibit was admitted, marked as "Confidential Nicodemus Packet." Respondent was represented by Jennifer Petrisek, Esquire, who presented the testimony of two witnesses and offered four (4) exhibits, marked and admitted as Peoples Exhibits 3, 6, 10 and 11. Complainant and Respondent issued final statements on the record. The transcript of the hearing contains 124 pages and was received on October 30, 2025.

On October 31, 2025, the presiding officer closed the hearing record by issuing the Interim Order Closing the Hearing Record.

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<sup>2</sup> The exhibit includes pages 9 through 86. Non-confidential information provided herein will be identified as "Nicodemus Packet, page \_" but the exhibit itself is contained within the Commission's confidential file.

## FINDINGS OF FACT

1. Complainant has resided at 106 Crawford Avenue, Altoona, Pennsylvania (service address), a single-family home, for approximately 50 years where she is currently a customer of Peoples. (Tr. 17).

2. Respondent, Peoples Natural Gas Company LLC, is the natural gas distribution company that provides natural gas service to Complainant at the service address. (Tr. 17).

### Monthly Billing Statements

3. From June 2024 through December 2024, Respondent did not send Complainant a monthly bill for natural gas service. (Tr. 18; Nicodemus Packet, pp. 12, 13).

4. Each month from June 2024 through December 2024, Complainant called Respondent to inquire about the missing monthly bill. (Tr. 18; Nicodemus Packet, pp. 12, 13).

5. Each time Complainant called to complain she did not receive a monthly bill, Respondent's agent printed the bill off on regular paper and mailed it to Complainant. (Tr. 18 – 21, 78 – 80; Nicodemus Packet, pp. 12, 13, 63 - 80).

6. Respondent created bills on Complainant's account on the following dates but did not send the bills to Complainant unless she called: June 13, 2024; July 15, 2024; August 13, 2024; September 11, 2024; October 26, 2024; November 11, 2024; and December 12, 2024. (Tr. 18 - 30; Nicodemus Packet, pp. 12, 13, 63 - 80).

7. Respondent did not assess a late charge fee to Complainant's account if Complainant's payment was received beyond the original due date. (Tr. 32, 80).

8. In 2024, Respondent's billing vendor, Pittsburgh Mailing, notified Respondent it was going out of business immediately. (Tr. 77, 78).

9. Respondent found a new billing vendor after a delay of approximately seven (7) months. (Tr. 78).

10. Since January 2025, Complainant received an original bill from Respondent every month in a timely manner. (Tr. 34).

#### Cashed Insurance Check

11. On February 27, 2024, Complainant wrote a check for \$73.28, made payable to her insurance company, which she inadvertently mailed in the envelope addressed to Peoples, instead of mailing in the envelope addressed to the insurance company. (Tr. 36 – 42; Nicodemus Packet, p. 11).

12. Also, on February 27, 2024, Complainant wrote a check for \$45, made payable to Peoples, which she inadvertently mailed in the envelope addressed to the insurance company, instead of mailing in the envelope addressed to Peoples. (Tr. 36 – 43; Nicodemus Packet, p. 11).

13. Complainant's insurance coverage was not cancelled after Complainant communicated with her insurance company. (Tr. 43).

14. Respondent's new billing vendor, PNC Bank, will process a customer's bill payment by check with a payment coupon and Respondent does not see any deposited check unless PNC Bank notifies Respondent to conduct a manual review of a particular bill or check. (Tr. 80 – 83).

15. When Complainant sent the wrong check with the correct payment stub in February 2024, the billing vendor applied a payment to Complainant's account without notifying Respondent to conduct a manual review because PNC Bank matched Complainant's check with previous payments made to Complainant's account. (Tr. 82, 83, 87).

16. After Complainant complained to Respondent, Respondent opened an inquiry with PNC Bank to determine the procedures used when receiving a check not written or made out to Respondent, but no resolution to the inquiry was available as of the date of the hearing. (Tr. 84, 90).

17. When Complainant sent Respondent the check made payable to her insurance company, she included the insurance payment stub and did not send in the Peoples Gas' payment stub. (Tr. 91).

#### Installation of New Service Line and Relocated Meter

18. In February 2023, Respondent moved Complainant's meter and service line – as part of a mainline replacement program - from the rear of the service address up to the front corner of Complainant's home. (Tr. 44-47, 95, 99).

19. During installation of the meter, Respondent removed and replaced the downspout gutter and the blacktop along the side of Complainant's front porch. (Tr. 44 - 48).

20. Respondent does not know if the hole dug to install the meter was dug by hand or by a machine. (Tr. 104).

21. Starting in May 2024, Complainant began calling Respondent when she saw water was coming into her basement where Respondent had installed its meter. (Tr. 51; Nicodemus Packet, p. 9).

22. Since Respondent installed the new meter, water runs down the basement wall where Respondent installed the new meter outside near the front porch, and the insulation from the front porch came down due to the increased moisture. (Tr. 48, 57, 106).

23. Complainant purchased and uses three (3) dehumidifiers in the basement to collect the increased water and moisture and to protect the furnace which is located approximately six to eight feet (6-8') away from the leakage. (Tr. 50).

24. Respondent's agent visited the service address on: July 8, 2024; August 5, 2024; and March 31, 2025. (Tr. 50 – 54, 99, 112; Nicodemus Packet, p. 9).

25. A basement waterproofing company estimated it would cost \$8,000 to \$10,000 to repair the water damage in the basement. (Tr. 57, 58).

26. On August 5, 2024, Respondent's agent went into Complainant's basement and observed water at the front corner, which is located on the inside of the wall where the meter is located on the outside, in addition to observing some water under the front porch and under a table. (Tr. 106 - 108).

27. Water started coming into Complainant's basement more than one year after Respondent relocated the meter along the inside edge of the wall where

Respondent's meter is located on the outside edge of the same wall and after the area experienced heavy rainfall events. (Tr. 65 – 70, 110, 111).

28. Complainant's downspout is located next to Respondent's meter along the side of Complainant's house and towards the front of the house. (Tr. 67).

29. Complainant's downspout drains away from the side of the house and does not drain into the sewer or street. (Tr. 67; Peoples Exhibit 6).

30. When Respondent relocated the meter, the meter was installed on top of the previous downspout pipe. (Tr. 69, 70; Peoples Exhibit 6).

31. Respondent relocated the meter in February 2023 from the back of the property to the front corner of the house. (Tr. 71, 85).

32. Complainant had not observed water standing or pooling outside and along the side of the house, near the relocated meter, since February 2023. (Tr. 73, 85).

33. Initially, Complainant observed water coming into the basement as a small trickle. (Tr. 74).

34. As part of the mainline replacement program, Respondent's contractor installed the mainline down Crawford Avenue in front of the service address, and the service line was installed a short distance from the new mainline on Crawford Avenue to the front corner of the service address. (Tr. 96; Peoples Exhibits 3, 6).

35. Respondent's contractor installed the service line from the mainline, under the public curb, public sidewalk and Complainant's fence and ended the service

line at a hole dug by Respondent's contractor next to the foundation of the service address where the meter was relocated. (Tr. 96 – 98; Peoples Exhibits 3, 6).

36. The service line was installed at a depth of approximately 18 to 24 inches. (Tr. 98).

37. When Respondent's agent visited the service address on July 8, 2024, he advised Ms. Nicodemus to replace the extender on the downspout which she had removed during installation of the new service line to protect it during construction on top of the previous downspout. (Tr. 69, 70, 101; Peoples Exhibits 3, 6).

38. When the agent returned to the service address on August 2, 2024, the extender had been replaced at the end of the downspout, directing any drainage away from the foundation. (Tr. 102).

### DISCUSSION

This Complaint, filed on June 13, 2025, concerns three specific issues involving a problem with the adequacy and reasonableness of Peoples's service to Ms. Nicodemus as a natural gas distribution customer. Specifically, Ms. Nicodemus alleged she stopped receiving billing statements from Peoples for approximately six months, Peoples cashed a check made payable to her insurance company, and Peoples damaged her basement when it installed a new service line and placed the gas meter at the front corner of her house. For reasons explained below, the Complaint will be sustained, and a civil penalty will be imposed.

## Responsibility of Public Utility

Section 1501 of the Public Utility Code requires every public utility to provide reasonable service. Specifically, this Section provides:

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. Subject to the provisions of this part and the regulations or orders of the Commission, every public utility may have reasonable rules and regulations governing the conditions under which it shall be required to render service....

66 Pa.C.S. § 1501.

The Commission has the authority and responsibility to define reasonable service under 66 Pa.C.S. §§ 1501 and § 1502. The Commission has exclusive jurisdiction to determine the reasonableness, adequacy and sufficiency of a public utility's services and facilities.<sup>3</sup> The term "service" should be "used in its broadest and most inclusive sense, including any and all acts done, rendered, or performed, and any and all things furnished or supplied...by public utilities...in the performance of their duties under the Public Utility Code..."<sup>4</sup>

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<sup>3</sup> *Elkin v. Bell of Pa.*, 420 A.2d 371 (Pa. 1980).

<sup>4</sup> 66 Pa.C.S. § 102.

## Burden of Proof

As the party seeking affirmative relief from the Commission, Complainant bears the burden of proof. 66 Pa.C.S. § 332(a). “Burden of proof” means a duty to establish a fact by a preponderance of the evidence, or evidence more convincing, by even the smallest degree, than the evidence presented by the other party.<sup>5</sup> Further, the decision of the Commission must be supported by substantial evidence.<sup>6</sup> Substantial evidence is defined as such 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.<sup>7</sup>

Upon a complainant’s presentation of evidence sufficient to satisfy initially the burden of proof, the burden of going forward with the evidence, sometimes called the burden of persuasion, to rebut the evidence of the customer may shift to the public utility. If the evidence presented by the public utility is of co-equal value or weight, the burden of proof has not been satisfied by that complainant. A complainant still must provide additional evidence to rebut the contrary evidence presented by the public utility.<sup>8</sup>

## Complainant’s Position

Complainant claims three issues with the customer service she received from Peoples. First, Ms. Nicodemus testified Peoples did not send monthly bills to her from June 2024 through December 2024. Second, Ms. Nicodemus testified Peoples

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<sup>5</sup> *Se-Ling Hosiery v. Margulies*, 70 A.2d 854 (Pa. 1950).

<sup>6</sup> 2 Pa.C.S. § 704.

<sup>7</sup> *Norfolk & Western Ry. Company v. Pa. Pub. Util. Comm’n*, 413 A.2d 1037 (Pa. 1980); *Erie Resistor Corp. v. Unemployment Board of Review*, 166 A.2d 96 (Pa. Super. 1961); *Murphy v. Dept. of Public Welfare*, 480 A.2d 382 (Pa. Cmwlth. 1984).

<sup>8</sup> *Morrissey v. Pa. Dept. of Highways*, 225 A.2d 895 (Pa. 1967); *Burleson v. Pa. Pub. Util. Comm’n*, 443 A.2d 1373 (Pa. Cmwlth. 1982).

cashed her personal check she made payable to her insurance company which she inadvertently mailed to Peoples in February 2025. Lastly, Ms. Nicodemus testified she noticed water in her basement, starting in May 2024, which she alleged was caused when Peoples' contractor improperly installed a new service line and moved the gas meter to the front corner of her house in February 2023.

### Respondent's Position

Peoples concedes Ms. Nicodemus experienced a delay in receiving her monthly bills from June 2024 through December 2024. Peoples asserts its billing contractor stopped working without prior notice to Peoples. Peoples contends, however, it provided copies of the monthly bills to Complainant, which she paid, and Peoples did not issue any late payment charges during the seven-month period.

Next, Peoples contends Complainant made the error when she mailed her insurance payment to Peoples, instead of sending the payment to her insurance carrier. Peoples alleged its bank vendor uses an automated system to cash checks, which system did not notice Complainant sent in the wrong check.

Lastly, Peoples acknowledged there was a mainline replacement project in which Complainant's meter was removed from the rear of the house and was relocated to the front of the service address, along with the installation of a new service line. Peoples argues Ms. Nicodemus presented no evidence that Peoples caused any damage to her basement.

### Monthly Billing Statements

Respondent's nonchalant attitude exhibits how unmotivated Respondent was to investigate this issue and provide reasonable and adequate customer service.

Respondent cannot contract away the responsibility of the utility, not the contractor, to provide reasonable and adequate customer service. Respondent is charged under the regulations to provide a bill to its customers at least every month.<sup>9</sup> The evidence presented revealed Respondent lost its billing vendor, and then Respondent failed to issue monthly bills from June 2024 through December 2024. Complainant proved that every time she called to inquire about her monthly bill, Respondent's agents could access a bill. Accordingly, it is presumed Respondent sent bills to its customers who receive electronic bills. However, Respondent did not send any bill to Complainant, who is a customer who receives bills by mail through the United States Postal Service. Further, Respondent evidenced a nonchalant attitude when it explained that the loss of the vendor was not Respondent's fault and Respondent was not to blame that it took over seven months before its bills were mailed out to Ms. Nicodemus without being prompted by her call.

#### Cashed Insurance Check

Complainant admitted she sent the wrong check to Peoples in February 2024. Complainant proved she did not send Peoples' payment coupon with the insurance check. Somehow, despite receiving a check made out to another entity (not Peoples) and despite not receiving Peoples' payment coupon, the vendor deposited the check into Peoples' account. The discrepancies did not trigger a manual review by Peoples.

While it is acknowledged that the mistakes were made by Complainant first, and then by the banking vendor, Peoples only action to investigate and rectify the situation was to open an inquiry with the banking vendor. From February 2024 when the mistakes occurred until the initial hearing in October 2025, Respondent could not point to a resolution of the problem or any steps taken by Respondent or its vendor to ensure checks made out to a third party were not deposited into Respondent's account.

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<sup>9</sup> 66 Pa.C.S. § 1509.

Respondent's actions on the issue are another example of Peoples' nonchalance when a customer requests assistance or service to resolve a problem.

### Installation of New Service Line and Relocated Meter

Testimony provided by Respondent's agent was not based entirely on personal observation or knowledge. While the agent did visit the service address a few times, on important issues (such as how the meter was placed and re-installed, or the rain fall amounts in 2024 and 2025), Respondent's witness did not have personal knowledge and was not able to testify to the creation of documents or the accuracy of testimony arising from the documents, which he did not create. As a result, the evidence and testimony presented by Respondent did not carry much weight. Complainant, who appeared *pro se*, did not object to the admission of these documents or testimony.

In conclusion, Respondent failed to provide reasonable and adequate customer service to Complainant, as required by the regulations.<sup>10</sup> Peoples had a responsibility to its customers to communicate the problem when it lost its vendor, and its communication had to include customers who do not have an email account or mobile phone. Customers are not responsible to contact a public utility every month to inquire about the monthly bill. Further, Peoples needed to contract with a vendor that used a process that would not cash a check made out to another entity. Lastly, the mainline replacement project should have been conducted in such a way that would not damage the service address. Peoples' conduct and failure to act in these situations constitute a violation of the regulations and the Public Utility Code.

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<sup>10</sup> 66 Pa.C.S. § 1501.

## Civil Penalty

Having concluded that Respondent violated Section 1501 of the Public Utility Code in failing to issue a bill to Complainant for seven months, for cashing a check not made out to Respondent and for improperly installing a meter at the service address in February 2023, I find that it is appropriate to assess a civil penalty. Section 3301 of the Public Utility Code provides that if any regulated entity fails to comply with any Commission regulation, order or statute, it shall forfeit and pay to the Commonwealth a sum not exceeding \$1,000.00 per day of violation.<sup>11</sup> 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.<sup>12</sup> Section 69.1201(a) of the Commission's regulations states:

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.<sup>[13]</sup>

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.

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<sup>11</sup> 66 Pa.C.S. § 3301.

<sup>12</sup> See 52 Pa. Code § 69.1201; see also, *Rosi v. Bell Atlantic-Pa., Inc. and Sprint Comms. Co.*, Docket No. C-00992409 (Order entered Feb. 10, 2000) (*Rosi*).

<sup>13</sup> 52 Pa. Code § 69.1201(a).

(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.<sup>[14]</sup>

First, the conduct at issue was of a serious nature. Peoples failed to provide Complainant with a monthly bill for seven months. In addition, Complainant's basement suffered significant damage from water. Both of these events constitute serious violations. For seven months, Complainant did not receive a bill from Respondent unless she called, and Respondent failed to provide a reasonable explanation for its failure to deal with the loss of the billing vendor. It is noted Respondent did respond to Complainant's concerns about water damage and made several attempts to address her concerns. Furthermore, while still a violation, the cashing of the insurance check was not of a serious nature and constitutes a less egregious violation. Since Respondent's failure to bill Complainant timely continued over many months and because Respondent's actions when installing the meter involved property damage, these violations merit a higher penalty.<sup>15</sup>

Next, the violations noted were not intentional. Respondent did not intentionally set out to lose its billing vendor for months or permit its banking vendor to cash a check made payable to a third party. Similarly, Peoples did not set out to use a contractor that would place the meter in a location that would result in water damage. Accordingly, this factor warrants mitigation of any penalty.

Next, while Respondent's conduct when installing the meter was negligent but not intentional, Peoples, as a regulated entity, did not appear to take efforts, in a timely manner, to modify its internal practices and procedures and address the conduct at issue and prevent similar conduct in the future. While Respondent corrected the problem with bills and made attempts to correct the problem with the meter installation, there was

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<sup>14</sup> 52 Pa. Code § 69.1201(c).

<sup>15</sup> 52 Pa. Code § 69.1201(c)(1) and (2).

no evidence presented that Peoples made any attempt, such as training and improving company techniques and supervision, to correct the problem with cashing a check made payable to another entity. In addition, the amount of time it took the utility to correct the conduct once it was discovered (i.e., seven months) was considered when determining the appropriate civil penalty.

It should be noted Respondent's conduct and failure to correct problems caused by its billing vendors for seven months and its failure to correct a system that did not recognize a check made out to another entity are signs of repeated and persistent negligence. These failures are also evidence of Respondent's nonchalance and cavalier attitude about providing customer service and complying with the requirements of the Public Utility Code, the Commission's orders and regulations and its own tariff. Respondent quickly blamed its contractors or vendors but took a relaxed approach to fixing the problems. In fact, even as of the date of the hearing, Respondent had no resolution to the problem caused when its vendor cashed a check made out to another unrelated entity. It is expected that a company which is in the business of providing natural gas distribution services over a large territory should be able to ascertain the problem, correct the problem and ensure the problem does not repeat in a more timely manner.<sup>16</sup> It is abundantly clear Peoples made no effort to rectify timely the actions of its vendors and contractors.<sup>17</sup> These factors also merit a higher penalty.

These violations relate to multiple failures over an extended time period. In addition, while the evidence herein concerns only a single complainant, it is impossible to believe that numerous ratepayers of Respondent were not affected similarly. Accordingly, this decision will be served upon the Commission's Bureau of Investigation and Enforcement, which may choose to review the compliance history of this utility,

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<sup>16</sup> 52 Pa. Code § 69.1201(c)(4).

<sup>17</sup> 52 Pa. Code § 69.1201(c)(4).

undertake an investigation to determine if other customers have been affected, or any other action it may deem appropriate.<sup>18</sup> This record has no evidence of any action taken by the Commission.<sup>19</sup>

A civil penalty of a sufficient amount to deter future violations is the most significant factor in the determination of an appropriate penalty. The serious nature of the violations must be impressed upon Respondent in order to incentivize appropriate improvements to its operations, including the training of its employees and its vendors and contractors.<sup>20</sup> For the future, Respondent must do a better job of trouble-shooting and responding to lapses in vendor/contractor responsibilities and behaviors in a timely manner, without expecting its customers to call in reminders of Respondent's customer service responsibilities.

Considering all these factors, a civil penalty in the total amount of \$1,500 is appropriate. This penalty includes a \$500 penalty for failing to render reasonable service by not issuing monthly bills over seven months. An additional \$500 penalty is assessed for failing to render reasonable service due to its vendor cashing a check not made out to Respondent. Lastly, an additional \$500 penalty is assessed for causing water damage at the service address.

### Conclusion

Complainant testified her basement was damaged when Respondent installed a new service line and re-installed the meter at the front of her house. Her testimony was accepted as credible, but the testimony of Respondent's witness was also accepted as credible that Respondent returned and corrected the cause of the problem in

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<sup>18</sup> 52 Pa. Code § 69.1201(c)(5) and (6).

<sup>19</sup> 52 Pa. Code § 69.1201(c)(7).

<sup>20</sup> 52 Pa. Code § 69.1201(c)(8).

2024. Complainant provided sufficient evidence to show Respondent did not provide reasonable and adequate customer service when it failed to bill her for seven months, and when its vendor cashed her check made out to the insurance company. Accordingly, this Complaint is sustained in the Ordering Paragraphs below.

Lastly, a review of the facts presented herein is sufficient to show a civil penalty is appropriate in the amount of \$1,500, as specified in the Ordering Paragraphs below.

### CONCLUSIONS OF LAW

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

2. Complainant carries the burden of proving Respondent failed to provide reasonable and adequate customer service or to make repairs in an appropriate manner. 66 Pa.C.S. §§ 332(a), 1501.

3. Complainant met the burden of proving Respondent failed to provide reasonable and adequate customer service when it failed to provide monthly bills in a timely manner and cashed a check made payable to a different entity. 66 Pa.C.S. § 1501.

4. Complainant met the burden of proving Respondent failed to provide reasonable and adequate customer service when it failed to install the meter in an appropriate manner. 66 Pa.C.S. § 1501.

5. Section 3301 of the Public Utility Code provides that if any regulated entity fails to comply with any Commission regulation, order or statute, it shall

forfeit and pay to the Commonwealth a sum not exceeding \$1,000.00 per day of violation. 66 Pa.C.S. § 3301.

ORDER

THEREFORE,

IT IS ORDERED:

1. That the Formal Complaint filed in Shirley A. Nicodemus v. Peoples Natural Gas Company LLC at Docket No. F-2025-3055828 is hereby sustained.

2. That Peoples Natural Gas Company LLC shall pay a total civil penalty as set forth in this decision in the amount of One Thousand Five Hundred Dollars (\$1,500) for the violations of the Public Utility Code by certified check or money order, within twenty (20) days after service of the Commission's Final Order, forwarded and payable to:

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

3. That a copy of this Initial Decision shall be served upon the Financial and Assessment Chief, Bureau of Administration.

4. That if Peoples Natural Gas Company LLC fails to pay the total civil penalty of \$1,500 as directed in Ordering Paragraph No. 2 above, it is further

