COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
P.O. BOX 3265, HARRISBURG, PA 17105-3265

IN REPLY PLEASE
REFER TO OUR FILE

September 26, 2014

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

Re: Pennsylvania Public Utility Commission, Bureau of Investigation and Enforcement v. Columbia Gas of Pennsylvania, Inc.
Docket No. M-2014-2306076

Dear Secretary Chiavetta:

Enclosed please find the Joint Petition for Reconsideration of the Bureau of Investigation and Enforcement and Columbia Gas of Pennsylvania, Inc. to the Order of the Commission in the above-referenced matter entered September 11, 2014.

Should you have any questions, please feel free to contact me.

Sincerely,

Michael L. Swindler
Prosecutor
PA Attorney ID No. 43319

cc: As per Certificate of Service
Cheryl Walker Davis, OSA

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Pennsylvania Public Utility Commission, Bureau of Investigation and Enforcement	:	
v.	:	**Docket No. M-2014-2306076**
Columbia Gas of Pennsylvania, Inc.	:	

JOINT PETITION FOR RECONSIDERATION OF THE BUREAU OF INVESTIGATION AND ENFORCEMENT AND COLUMBIA GAS OF PENNSYLVANIA, INC.

Pursuant to Section 703(g) of the Pennsylvania Public Utility Code, 66 Pa.C.S. § 703(g), and Section 5.572 of the Pennsylvania Public Utility Commission's (PUC or Commission) regulations, 52 Pa. Code § 5.572, the Commission's Bureau of Investigation and Enforcement (I&E) and Columbia Gas of Pennsylvania, Inc. (Columbia Gas or Company) (collectively referred to herein as Joint Petitioners) jointly file this Petition for Reconsideration of the Opinion and Order entered by the Commission on September 11, 2014 (September 11 Order) in the above-captioned proceeding which conditionally approved the Settlement Agreement of the parties, as modified therein.

I. Introduction

1. Joint Petitioners filed a Settlement Agreement and accompanying statements in support with the Commission on February 6, 2014. The Settlement

Agreement resolved issues raised by I&E regarding numerous alleged violations of state and federal regulations and/or the Company's own operating procedures which had come to light as a result of separate investigations initially conducted by I&E's Gas Safety Division (GSD).

2. Despite the amicable resolution reached by Joint Petitioners as set forth in the terms of the Settlement Agreement, the September 11 Order modifies the terms of settlement by increasing the civil penalty that the Company must pay from $110,000 to $200,000 while leaving all other terms and conditions of the settlement as submitted. This jeopardizes the Settlement Agreement and has the potential of putting the public at risk.

3. Joint Petitioners submit that the September 11 Order overstates the total anticipated recovery of the cost to be incurred by the Company in its resolution of the Delong Farm Tap matter.

4. Joint Petitioners submit that the September 11 Order does not adequately consider the benefits of including a Delong Farm Tap resolution compared to a settlement devoid of a Delong Farm Tap resolution.

5. Joint Petitioners submit that the September 11 Order overlooks the nexus of public safety between the resolution of the alleged overpressure violations and the resolution of the Delong Farm Tap matter.

6. Joint Petitioners submit that the September 11 Order's reliance on the "serious nature" of the violations to justify an increased civil penalty is misplaced.

II. Background

7. An informal investigation was initiated by I&E which consolidated various matters for administrative efficiency into a single docket. I&E's informal investigation concluded that sufficient data had been gathered to substantiate allegations of violations of the Public Utility Code and/or other applicable statutes and regulations in connection with the actions of Columbia Gas and/or its employees with regard to each named incident.

8. In lieu of taking immediate formal action against the Company by filing a formal complaint, Joint Petitioners elected to enter into settlement discussions in an effort to amicably resolve the matter. In order to mitigate the extent of the civil penalty even if the matter were to be settled, Joint Petitioners took the innovative approach of incorporating into the settlement terms the resolution of a separate, unrelated master meter matter that has been a safety concern for I&E's Gas Safety Division (GSD), referred to as the Delong Farm Tap, which GSD sought to resolve in order to address its safety concern assist the affected consumers.

9. As a result of the Joint Petitioners' settlement discussions, the Settlement Agreement set forth the following terms:

> a. Pursuant to 66 Pa.C.S.A. § 3301(c), Columbia Gas will pay a civil penalty of one hundred ten thousand ($110,000) dollars. Said payment shall be made by certified check payable to "Commonwealth of Pennsylvania" and forwarded to the Commission through the prosecuting attorney within thirty (30) days of the date of the Order approving this Settlement.
>
> b. Columbia Gas has taken corrective action and implemented revisions to its operating procedures which will act as safeguards against

similar incidents occurring in the future. The pertinent actions taken or to be taken by Columbia Gas are briefly described as follows:

i. Columbia Gas shall provide a district regulator station at the connection of D-1810 in Allegheny County to Columbia Transmission 1570 pipeline to prevent operating D-1810 at a pressure higher than the maximum allowable operating pressure;

ii. Columbia Gas shall provide a list of all single feed district regulator stations for Columbia Gas that do not have a recording gauge at this time;

iii. Columbia Gas shall install recording gauges at all identified stations at a rate of 80 (eighty) units per year, beginning July 1, 2013, until all the stations identified above have had gauges installed. Further, Columbia Gas shall, at 6 month intervals, conduct twice annual meetings with the Gas Safety Division to review the status of the installation program and the remaining installation priorities;

iv. Columbia Gas shall provide a list of all single feed district regulator stations for Columbia Gas that do not have a relief valve on the outlet side with no flow conditions for any 24 hour period;

v. Columbia Gas shall provide a list of all district regulator stations for Columbia that are supplied from production gas either whole or in part;

vi. Columbia Gas shall provide and implement a design for the identified regulator stations to prevent accidental over pressure at the rate of 80 (eighty) units per year, beginning July 1, 2013, until all the stations identified above have had additional over-pressure installed. Further, Columbia Gas shall begin this program by addressing the single feed, low pressure systems that do not currently have additional over-pressure protection. Further, Columbia Gas shall, at 6 month intervals, conduct twice annual meetings with the Gas Safety Division to review the status of the installation program and the remaining installation priorities;

vii. Columbia Gas shall provide a process for evaluating operating personnel for determining abnormal operating conditions and provide a record for this process;

viii. Columbia Gas shall adopt as its baseline OQ Training and Testing methodology the "Virginia Enhanced OQ Training and Testing Protocol" as the covered tasks in that protocol become available to the industry, with the exception that Columbia Gas shall not be required to include construction covered tasks in its baseline OQ Training and Testing methodology. In consultation with the Gas Safety Division, Columbia Gas may amend its baseline OQ Training and Testing methodology to address issues that are unique to Pennsylvania and/or Columbia Gas. Using this new process Columbia will qualify it's new employees and new contractor employees to this new standard as they are hired, and current employees and contract employees as their existing qualifications expire; and

ix. Columbia Gas shall perform annual inspections of any distribution system valve used to close the system in a natural gas emergency that was not designated a necessary or emergency valve at the time of the emergency (and therefore was not a valve that was inspected annually.) After six (6) annual inspections, if the valve has not again been used in an emergency, the annual inspections may cease. If during that six year period the valve has been used again to close the system in an emergency, Columbia Gas will reclassify that valve as an emergency valve and conduct an inspection once every calendar year, not to exceed fifteen (15) months.

10. In addition to the civil penalty and operational modifications set forth above, Columbia Gas agrees to resolve a master meter issue, referred to herein as the "Delong Farm Tap," as follows:

a. The Delong Farm Tap is a "master meter system" located at Fullerton Road in Bradford, Pennsylvania that is owned and operated by Ms. Casey Delong and served by Columbia Gas. The system is a "farm tap"-type arrangement whereby the landowner is served by a private gas line connected directly to distribution facilities, and the private gas line

from its connection to the distribution facilities to the premise(s) belongs to the landowner.

b. There are currently a total of eight (8) consumers connected to and taking gas from the Delong Farm Tap. Columbia Gas facilities serving the Delong line consist of a tap off of an interstate pipeline owned and operated by Columbia Gas Transmission, LLC and a meter that measures consumption on the customer-owned system. Neither Columbia Gas nor any related company owns any facilities downstream of Columbia's meter. There are privately-owned meters at each of the eight premises served by the Delong line. Ms. Delong is billed by Columbia Gas for the usage on the Delong line as measured at Columbia's meter and then, presumably, Ms. Delong is responsible for collecting payment from each of the premises on the system based on the usage measured on the private meters at each premise. As consumers on the Delong line continued to utilize the gas but failed to contribute to the payment for the gas, Ms. Delong sought the assistance of the Commission's Gas Safety Division (GSD).

c. I&E and Columbia Gas have held numerous meetings and discussions in an effort to resolve Ms. Delong's concerns. I&E's GSD expressed a desire to have Columbia Gas take over the Delong line whereby Ms. Delong and each of the other customers on the line would be served and individually billed by Columbia Gas. Columbia Gas advised that it would need to install new facilities in order to provide such service. Given the estimated cost to install such facilities, it was deemed impractical to assume that these eight customers would be willing to pay the difference between the maximum allowable investment to serve them and the capital expenditure necessary for such installation.

d. As a means of resolving GSD's concerns regarding the Delong line, the Parties herein have agreed to a lesser monetary civil penalty than originally sought by I&E regarding the alleged overpressure violations in exchange for the installation by Columbia Gas of facilities that would replace the Delong Farm Tap facilities and would serve and bill the consumers currently connected to the Delong line who so desired to continue to be served by Columbia Gas. Columbia Gas expects to make an investment in new facilities of approximately $200,000 to replace the Delong Farm Tap. Columbia Gas will not be precluded from recovering its reasonable costs related to this facilities investment, to a maximum recovery of $200,000.

11. By Order entered June 5, 2014, the Commission provided interested parties an opportunity to file comments on the proposed settlement. No comments were received. As such, no party voiced opposition to the terms of the settlement as agreed to between Joint Petitioners.

12. At its June 5, 2014 Public Meeting, Commissioners Cawley and Witmer issued a Joint Statement directing I&E and Columbia Gas to respond to six specific questions in order to assist the Commission in its review of the Settlement. In response, Supplemental Statements in Support were filed by I&E and the Company on June 24, 2014 and June 26, 2014, respectively.

13. The September 11 Order conditionally approved the Settlement Agreement, as modified therein. Specifically, the September 11 Order approved the Settlement Agreement entered into between Joint Petitioners with the sole modification being that the assessed civil penalty would be increased by almost 50% - from $110,000 to $200,000. All other terms of the Settlement Agreement remained as submitted.

III. Legal Standard

14. Section 703(g) of the Public Utility Code authorizes the Commission to reopen the record in a proceeding to clarify or reconsider a prior order. *See* 66 Pa. C.S. § 703(g). Similarly, Section 5.572 of the Commission's regulations sets forth the procedure for petitioning for clarification or reconsideration of Commission Order. 52 Pa. Code § 5.572.

15. The Commission further enumerated its standard for clarifying or reconsidering orders in *Duick v. Pennsylvania Gas and Water Co.*, 56 Pa. P.U.C. 553, 559 (1982). In pertinent part, the Commission stated that a "petition for reconsideration, under the provisions of 66 Pa. C.S. § 703(g), may properly raise any matters designed to convince the Commission that it should exercise its discretion under this code section to rescind or amend a prior order in whole or in part," and the Commission "expect[s] to see raised in such petitions...new and novel arguments, not previously heard, or considerations which appear to have been overlooked or not addressed by the commission." *Duick*, 56 Pa. P.U.C. at 559. Under the *Duick* standard, the Commission considers whether there is newly discovered evidence, errors of law or changes in circumstances that warrant another Commission review or whether the petition raises "new and novel" arguments not previously heard or not addressed by the Commission. *Id.*

16. For the reasons set forth below, the Joint Petitioners have successfully met the standards set forth by *Duick*, and respectfully request that the Commission grant this Joint Petition for Reconsideration.

IV. Argument

A. The Commission should reconsider its upward revision of the Settlement Agreement's civil penalty given the likelihood that Columbia Gas will realize, at most, recovery of only a portion of its Delong infrastructure investment.

17. The September 11 Order overstates the expected recovery of Company's Delong infrastructure investment. Despite the Company's statement that it had agreed to a recovery cap of $200,000 on the cost to replace the existing Delong infrastructure – a cost estimated to be as high as $286,000 – the Commission's evaluation of the settlement in its September 11 Order indicated that the Company was "not precluded from seeking to recover its investment amount in a future rate proceeding." September 11 Order at 29. In fact, under the terms of the Settlement Agreement, Columbia Gas *is* precluded from seeking recovery of its total investment, as it agreed under the terms of the settlement to cap any recovery of its Delong expenditure at $200,000.

18. The Company expects the cost of placing new infrastructure to safely serve the consumers on the Delong master meter system to be up to nearly $100,000 more than it is permitted to recover under the terms of the settlement as filed. This quantitative risk of non-recovery was anticipated by Joint Petitioners to be greater than, or at least equal to, the decrease in the proposed civil penalty when the Delong resolution was added to the settlement discussion. This non-recoverable expenditure, in and of itself, justifies the lower civil penalty as filed.

19. Moreover, there is risk even with regard to the recoverable amount. While Columbia Gas maintained that it expects to be granted recovery of its prudent investment

in those facilities up to $200,000 in a future base rate proceeding,[1] it is likely that a party to such a proceeding will challenge whether such an investment is prudent if, as Joint Petitioners have publicly acknowledged in response to the Joint Statement of Commissioners Cawley and Witmer ("Joint Statement"), that the farm-tap issue which is of concern to GSD is non-jurisdictional and not the Company's responsibility.[2] Thus, while the Settlement Agreement as filed contemplates that Columbia Gas would be permitted to seek recovery of its investment to replace the Delong master meter system, Columbia Gas faces a significant risk that it will not be permitted to recover any of that investment. Again, even if Columbia Gas were to prevail in its claim to recover its Delong investment in a future base rate proceeding, the Company's recovery is limited by the terms of the Settlement Agreement as filed to $200,000.

20. Joint Petitioners believe that the Company's agreement to seek recovery of only a portion of the expense of transforming the unregulated and possibly unsafe Delong master meter system to a safe, regulated system of new infrastructure serving *bone fide* Columbia Gas customers is of paramount importance. However, the Company, at this time, is under no obligation, other than through this Settlement Agreement, to do this work. When one considers this, as well as the Company's exposure of non-recovery (which remains greater than the monetary civil penalty) it seems no more than equitable that this warrants the commensurate reduction in the civil penalty to be paid by the Company.

[1] See, September 11 Order at 21 (discussing Columbia Gas's Supplemental Statement in Support in response to the Joint Statement of Commissions Cawley and Witmer).
[2] See, September 11 Order at 20 (citing I&E Supplemental Statement in Support at 4; Columbia Gas Supplemental Statement in Support at 4).

B. The Commission should reconsider its upward revision of the Settlement Agreement's civil penalty given that a higher fine is outweighed by the benefits of Joint Petitioners' innovative settlement

21. While commending Columbia Gas for agreeing to resolve the Delong Farm Tap issue that is of concern to GSD, the Commission concluded that there is not a "sufficient nexus" between that issue and the alleged violations in this proceeding to justify a lower penalty, as contemplated by the Settlement Agreement. September 11 Order at 28-29. The Commission further concluded that Columbia's agreement to resolve the Delong situation was not a sufficient deterrent, given Columbia Gas's ability to seek recovery of its investment in a future rate proceeding. September 11 Order at 29. Joint Petitioners note that the Delong Farm Tap issue was an integral part of the Parties' global settlement of this matter.

22. With regard to the nexus concern, at the outset, as stated below, Joint Petitioners believe that there is a sufficient nexus between the safety violations and the Delong matter. However, it should be recognized that the possible lack of nexus in this matter is, in fact, one of the most important advantages of a settlement. Even if there is no specific nexus, various concerns and interests can be addressed whether or not they directly relate to the matter at hand. Consider this case. Here there are serious concerns about the safety of the Delong system. The Company has no obligation to address this matter, but is willing to do so to resolve this investigation. There is no need to file another pleading or wait for another resolution. The Delong system can be quickly and effective dealt with.

23. As previously stated, Columbia Gas's agreement to resolve the Delong master meter system situation puts Columbia Gas at risk for the non-recovery of its investment to provide service to Ms. Delong and the properties that are currently served from that system. When levying fines and penalties, a Company's willingness to be proactive in resolving difficult situations should also be considered. The risk of non-recovery, together with the increased civil penalty under the September 11 Order, removes the incentive for Columbia Gas to proceed with the Delong resolution.

24. The Joint Petitioners submit that if the Commission does not reconsider its decision, and Columbia Gas simply pays the increased fine or litigates this matter, the public may be exposed to serious consequences because both the GSD and Columbia Gas believe that Ms. Delong's system cannot continue to be operated safely. Consequently, it must either be replaced, or service to that system must be discontinued and abandoned. Since Ms. Delong and those who are served from her system do not have the means to operate that system safely, removing Columbia Gas's incentive to proceed with that resolution will likely result in those individuals losing their gas service. Joint Petitioners respectfully submit that such a result is not in the public interest and warrants the Commission's reversal of its modification to increase the civil penalty.

C. The Commission should reconsider its upward revision of the Settlement Agreement's civil penalty given that the Commission overlooked the nexus between the safety violations and the Delong resolution

25. The September 11 Order appears to overlook the nexus between the alleged violations set forth in this proceeding and the resolution of the Delong Farm Tap. The September 11 Order states in pertinent part:

> ...we do not believe that there is sufficient nexus between the alleged violations in this proceeding and Columbia Gas's actions regarding the Delong Farm Tap to serve as a justifiable reason for a lower civil penalty....

September 11 Order at 28-9. In fact, the nexus between all of the incidents involving valve inspection procedures, excessive pipeline pressures and related company protocols, excavation damage and related company response protocols and lack of pressure regulation devices and the Delong Farm Tap is clear – public safety. Public safety has always been a major concern and top priority to the Commission in gas safety matters. See, *Pa. PUC v. UGI Utilities, Inc.-Gas Division,* Docket No. M-2013-2313375 (Order entered April 23, 2014). To reach a settlement that takes immediate action to address pressure-related incidents that have the potential of to cause harm to both persons and property is a boon to the Commission's goal of ensuring the safety of the public. So too is the Company's voluntary resolution of the Delong Farm Tap. With newly-placed infrastructure and an expectation of standard facilities inspections, the threat of a potential disaster on a downstream system of unknown integrity that has been devoid of owner responsibility will be averted. Like the improved valve inspection procedures and added installation of pressure regulation devices, the Delong resolution adds a level of

public safety that consumers otherwise would not have attained. This nexus warrants I&E's agreement of a lower civil penalty in exchange for the Company's ability to seek capped recovery of its infrastructure investment.

D. The Commission should reconsider its upward revision of the Settlement Agreement's civil penalty given that the conduct at issue and the resulting consequence of the conduct, even if deemed serious, do not rise to the level of justifying an increased civil penalty.

26. Pursuant to the application of the Commission's Policy Statement, *Factors and standards for evaluating litigated and settled proceedings involving violations of the Public Utility Code and Commission regulations – statement of policy,* at 52 Pa. Code § 69.1201 ("Policy Statement"), the September 11 Order stated, in part, that "[I]n this case, application of these guidelines does not support approval of all of the Settlement terms as filed." September 11 Order at 24. After reviewing the ten factors, the Commission chose to modify the settlement by increasing the civil penalty to be paid by the Company from $110,000 to $200,000. Under the Policy Statement, the Commission specifically recognized that in settled cases the parties "*will be afforded flexibility* in reaching amicable resolutions to complaints and other matters so long as the settlement is in the public interest." (Emphasis added.) 52 Pa. Code § 69.1201(b). Joint Petitioners submit that the settlement as memorialized by the Settlement Agreement as filed fairly and equitably balances the duty of the Commission to protect the public interest, the Company's customers, and the Company and should have been approved as originally submitted to the Commission without any upward revision to the civil penalty to be paid by the Company.

27. The first and second standards address whether the conduct at issue and the resulting consequence of the conduct in question were of a serious nature, respectively. 52 Pa. Code § 69.1201(c)(1) and (2). I&E posited that the acts of exceeding allowable pipeline pressures and related company protocols, damaging facilities during excavation and related company response protocols and lacking pressure regulation devices are, in and of themselves, inherently serious in nature and were so considered in arriving at whether to proceed with the filing of a formal complaint or, in the alternative, to seek an amicable settlement resolution, as well as in determining the overall monetary penalty to be assessed. In its Statement in Support of Settlement Agreement, filed on February 6, 2013, Columbia Gas stated that, under the first standard of the Commission's Policy Statement, its conduct was not of a serious nature, since it did not involve willful fraud or misrepresentation. The Commission found that "gas safety incidents are inherently serious" in nature. September 11 Order at 25.

28. Despite the disagreement by the Parties as to whether the Company's conduct and resulting consequences were of a serious nature under the standard established by the Commission's Policy Statement, Joint Petitioners believe it is important to note that no state or federal safety code requires a natural gas distribution company to report occurrences of system over-pressurization to the Commission. Nor is there a Commission order requiring such reporting. However, in the interest of transparency, to keep GSD apprised of the issues that arise in the day-to-day operation of its system, and to seek GSD input regarding such issues, Columbia customarily notifies GSD of such issues, even if they are not classified as reportable. Of the nine potential

violations identified in the Settlement, seven involved non-reportable incidents of over-pressurization. Absent Columbia Gas's decision to self-report these issues to GSD, the potential existed that the Commission may never have been aware of them. With this additional information and background, Joint Petitioners request that the Commission reconsider its conclusion that Columbia Gas's conduct rose to such a level under the first standard of the Commission's Policy Statement that an increased civil penalty is justified. Clearly, there was no willful fraud or misrepresentation by Columbia Gas. To the contrary, Columbia Gas was exceedingly forthcoming with GSD about the over-pressurization events.

29. Moreover, Joint Petitioners believe that the Commission's decision to increase the penalty in this case may serve as a deterrent to Columbia and other natural gas distribution companies to self-report potential, non-reportable violations to GSD. In other words, increasing the civil penalty under these circumstances may well have a chilling effect that goes far beyond this matter, and beyond Columbia Gas. As the Commission noted in its September 11 Order, the Commission's policy is to promote settlements. September 11 Order at 23.[3] Joint Petitioners respectfully submit that the Commission's determination to increase the civil penalty under the Settlement Agreement is at odds with that policy and must be reversed.

[3] Citing 52 Pa. Code § 5.231.

VI. Conclusion

30. Joint Petitioners reached a successful and innovative resolution in this matter. By incorporating into the relief garnered by I&E an immediate resolution to a separate, and serious service and facilities issue referred to as the Delong Farm Tap, Columbia Gas agreed not only to resolve GSD's concerns regarding the individual overpressure matters and other pipeline issues that are the bases for violations alleged by I&E, but also formulated a solution to another item on GSD's agenda that will improve facilities, clarify ownership and responsibility, and establish a level of safety to the service being provided to what were the Delong Farm Tap customers. It is important to note that by incurring the cost of the Delong Farm Tap resolution with no recovery of that portion of its investment that exceeds $200,000, as well as paying a monetary settlement amount of $110,000, the combined monetary cost to Columbia Gas of over $300,000 will exceed the civil penalty amount that I&E would likely otherwise have sought in settlement discussions regarding the consolidated overpressure issues alone, without incorporation of the Delong Farm Tap matter. Accordingly, Joint Petitioners believe that the Settlement Agreement, as filed, is in the public interest.

WHEREFORE, the Bureau of Investigation and Enforcement of the Pennsylvania Public Utility Commission and Columbia Gas of Pennsylvania, Inc. respectfully request that the Commission reconsider its September 11 Order with respect to increasing the civil penalty from $110,000 to $200,000 and approve the Settlement Agreement, including all terms and conditions containcd therein, as filed.

Respectfully submitted,

Wayne T. Scott, First Deputy Chief Prosecutor
Michael L. Swindler, Prosecutor
Bureau of Investigation and Enforcement

Theodore J. Gallagher /AST
Senior Counsel
NiSource Corporate Services Co.

Dated: September 26, 2014

CERTIFICATE OF SERVICE

I hereby certify that I have this day served the foregoing document upon the parties, listed and in the manner indicated below:

By Electronic Mail and First Class Mail:

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Dated: September 26, 2014