

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission, Bureau	:	
Of Investigation & Enforcement	:	
	:	
v.	:	C-2023-3040925
	:	
Columbia Gas of Pennsylvania, Inc.	:	

INITIAL DECISION

Before
Mary D. Long
Administrative Law Judge

INTRODUCTION

An unmarked gas line owned and operated by a gas utility was struck during excavation activities by a second-party excavator. The Bureau of Investigation and Enforcement filed a complaint against the gas utility seeking an administrative penalty of \$5,000 pursuant to the Underground Utility Line Protection Law, known as PA One Call Law. This decision approves the settlement of the complaint, which requires the utility to pay an administrative penalty and to institute corrective measures.

HISTORY OF THE PROCEEDING

On May 25, 2023, the Commission’s Bureau of Investigation and Enforcement (I&E) filed a Formal Complaint against Columbia Gas of Pennsylvania, Inc. (Columbia Gas) in connection with a damaged, unmarked gas line owned and operated by Columbia Gas which was struck during excavation activities by Columbia Gas’s third-party excavator, Northern Pipeline Construction, on or about May 28, 2020 in South Strabane Township, Washington County. I&E

alleges that Columbia Gas committed violations of the Underground Utility Line Protection Law (PA One Call Law), Act of October 30, 2017, P.L.806, No. 50, 73 P.S. §§ 182.8(c)–(d) and 182.10, when it failed to employ sufficient levels of subsurface utility engineering, or SUE, during the excavation activity, and seeks the imposition of an administrative penalty of \$5,000 and a directive that Columbia Gas perform three corrective measures.

On June 15, 2023, Columbia Gas filed its Answer to the Formal Complaint. In its Answer, Columbia Gas denied that it failed to employ the proper level of SUE and requested that the Commission enter a judgment in favor of Columbia Gas.

On June 20, 2023, the Commission issued a Call-in Telephonic Prehearing Conference Notice scheduling a telephonic prehearing conference for July 26, 2023, and assigning the case to me. The prehearing conference convened as scheduled. Counsel for Columbia Gas and I&E appeared. The parties expressed a desire to discuss settlement of the complaint and requested that I continue the proceedings instead of imposing a litigation schedule. I agreed and directed the Parties to file status reports on the progress of their negotiation.

On November 30, 2023, I&E and Columbia Gas (Joint Petitioners) filed a Joint Petition for Approval of Settlement (Settlement Agreement), which included statements in support of the settlement by each party.

FINDINGS OF FACT

The Joint Petitioners stipulated to the following facts in support of the settlement.

1. The Pennsylvania Public Utility Commission is a duly constituted agency of the Commonwealth of Pennsylvania empowered to, inter alia, enforce compliance by project owners and other stakeholders pursuant to Section 182.10 of the PA One Call Law, 73 P.S. § 182.10.

2. I&E is the bureau established to take enforcement actions against public utilities and other entities subject to the Commission’s jurisdiction pursuant to 66 Pa.C.S. § 308.2(a)(11); see also Implementation of Act 129 of 2008; Organization of Bureaus and Offices, Docket No. M-2008-2071852 (August 11, 2011) (delegating authority to initiate proceedings that are prosecutory in nature to I&E), including actions to enforce compliance with the PA One Call Law.

3. Columbia Gas is a project owner as that term is defined at 73 P.S. § 176 as it “engaged an excavator for construction or any other project which requires excavation or demolition work.”

4. Columbia Gas, as a project owner, is subject to the power and authority of the Commission pursuant to Section 182.10 of the PA One Call Law, 73 P.S. § 182.10, which requires project owners to comply with the PA One Call Law.

A. PA One Call Law

5. “Excavation work” is defined as “the use of powered equipment or explosives in the movement of earth, rock or other material, and includes, but is not limited to, anchoring, augering, backfilling, blasting, boring, digging, ditching, drilling, driving-in, grading, plowing-in, pulling-in, ripping, scraping, trenching and tunneling.” 73 P.S. § 176.

6. “Powered equipment” is defined as “any equipment energized by an engine or motor and used in excavation or demolition work.” 73 P.S. § 176.

7. “Complex project” is defined as “an excavation that involves more work than properly can be described in a single locate request or any project designated as such by the excavator or facility owner as a consequence of its complexity or its potential to cause significant disruption to lines or facilities and the public, including excavations that require scheduling locates over an extended time frame.” 73 P.S. § 176.

8. “Final design” is defined as “the engineering and construction drawings that are provided to a bidder or other person who is asked to initiate construction on the bid date or the date the project is set for construction in the absence of a bid.” 73 P.S. § 176.

9. “Subsurface utility engineering” or “SUE” is defined as “those techniques set forth in the American Society of Civil Engineers (ASCE) most recently published standard CI/ASCE 38-02, or its successor document as determined by the One Call System.” 73 P.S. § 176.

10. The American Society of Civil Engineering defines SUE as “a branch of engineering practice that involves managing certain risks associated with utility mapping at appropriate quality levels, utility coordination, utility relocation design and coordination, utility condition assessment, communication of utility data to concerned parties, utility relocation cost estimates, implementation of utility accommodation policies, and utility design.” American Society of Civil Engineering (2002). Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data. ASCE Codes and Standards Activity Committee, New York, NY.

11. Utility quality level A is defined as the “[p]recise horizontal and vertical location of utilities obtained by the actual exposure (or verification of previously exposed and surveyed utilities) and subsequent measurement of subsurface utilities, usually at a specific point. Minimally intrusive excavation equipment is typically used to minimize the potential for utility damage. A precise horizontal and vertical location, as well as other utility attributes, is shown on plan documents. Accuracy is typically set to 15-mm vertical to applicable horizontal survey and mapping accuracy as defined or expected by the project owner.” American Society of Civil Engineering (2002). Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data. ASCE Codes and Standards Activity Committee, New York, NY.

12. Utility quality level B is defined as the “[i]nformation obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities. Quality level B data should be

reproducible by surface geophysics at any point of their depiction. This information is surveyed to applicable tolerances defined by the project and reduced onto plan documents.” American Society of Civil Engineering (2002). Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data. ASCE Codes and Standards Activity Committee, New York, NY.

13. Utility quality level C is defined as the “[i]nformation obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating this information to quality level D information.” American Society of Civil Engineering (2002). Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data. ASCE Codes and Standards Activity Committee, New York, NY.

14. Utility quality level D is defined as the “[i]nformation derived from existing records or oral recollections.” American Society of Civil Engineering (2002). Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data. ASCE Codes and Standards Activity Committee, New York, NY.

B. The Incident

15. On or about May 28, 2020, at approximately 3:50 p.m., while boring to install a gas service line for Columbia Gas, Northern Pipeline Construction (NPL) damaged an unmarked gas line owned and operated by Columbia Gas at or near East Maiden Street, at the nearest intersection of McCoy Lane, South Strabane Township, Washington County, Pennsylvania (hereinafter referred to as “work site” or “complex project.”)

16. East Maiden Street, also known as combined U.S. Route 19 and 40, provides direct access to downtown Washington and Interstate 79 and consists of both residential and commercial developments.

17. Forty (40) people were evacuated as a result of the incident, and between 2 and 10 customers' services were affected.

18. The entire length of the excavation work for the complex project was 19,315 feet, and the depth of excavation for the complex project was up to 36 inches. The cost of the complex project was \$6,352,292.

19. NPL's excavation work was performed under a complex project ticket submitted with the Pennsylvania One Call System (POCS) on June 6, 2019 at POCS Serial No. 20191572778.

20. Columbia Gas is the project owner of the complex project and facility owner of the damaged, underground gas facility.

21. In response to the line strike, the Pennsylvania Emergency Management Agency reported gas facility damage on East Maiden Street in South Strabane Township to I&E's Pipeline Safety Division.

22. On May 28, 2020, I&E Pipeline Safety Engineers responded to the line strike and conducted inspections of Columbia Gas' facilities and/or records in Washington, Pennsylvania.

23. I&E Pipeline Safety Engineers' inspections determined that NPL struck an unmarked 8-inch medium pressure plastic main.

24. The inspections further determined that the 8-inch main had not been added to Columbia Gas' mapping system.

25. Accordingly, on August 24, 2020, I&E's Pipeline Safety Section issued a Non-Compliance Letter to Respondent wherein Respondent was cited for the following violations of federal and state pipeline safety laws and regulations:

- a. Failing to follow its own procedures by not clearly marking the location of its underground gas facilities at the work site in violation of 49 CFR § 192.605(a);
- b. Failing to provide temporary marking of its underground gas facilities at the work site in violation of 49 CFR § 192.614(c)(5);
- c. Failing to protect the public from danger and exercise reasonable care by not marking its underground gas facilities at the work site in violation of 52 Pa. Code § 59.33(a); and
- d. Failing to keep complete maps of its entire distribution system when it failed to record the unmapped underground gas facilities at the work site in violation of 52 Pa. Code § 59.37.

26. On or about November 16, 2020, the Non-Compliance Letter was closed out as I&E's Pipeline Safety Division deemed Columbia Gas to have addressed the violations raised in the Non-Compliance Letter.

C. The Damage Prevention Committee

27. On or about December 14, 2021, the Pennsylvania Damage Prevention Committee (DPC) issued an informal determination against Respondent at DPC Case No. 015431, with respect to the line strike, wherein Respondent was cited for the following violations of the PA One Call Law:

- a. Failing to mark, stake, locate or otherwise provide the position of the facility owner's underground lines at the work site within 18 inches horizontally from the outside wall of such line in violation of 73 P.S. § 177(5)(i); and
- b. Failing to utilize sufficient quality levels of subsurface utility engineering to properly determine the existence and positions of underground facilities when designing known complex projects having an estimated cost of four hundred thousand dollars (\$400,000) or more in violation of 73 P.S. § 181.1(1).

28. In response, Columbia Gas accepted the DPC's informal determination, in part, and rejected the informal determination with respect to the violation of 73 P.S. § 181.1(1).

29. Columbia Gas' rejection, in part, of the DPC's informal determination was referred to I&E's Enforcement Division pursuant to 73 P.S. § 182.8(c)(2).

30. Columbia Gas, as the project owner of the complex project, had the duty "to utilize sufficient quality levels of subsurface utility engineering or other similar techniques whenever practicable to properly determine the existence and positions of underground facilities when designing known complex projects having an estimated cost of four hundred thousand dollars (\$400,000) or more." 73 P.S. § 181.1(1).

31. In response to the line strike, Columbia Gas submitted an Alleged Violation Report (AVR) with the POCS, pursuant to 73 P.S. § 181.1(7), wherein Columbia Gas admitted in its AVR that "an unmapped 8" plastic medium pressure main . . . was not located due to lack of documentation on the facility" and that "[d]uring the internal investigation of this damage, it was determined that 275' of 8" plastic gas main was installed in 2000 as a bypass to the 8" steel gas main." Columbia Gas reported using subsurface utility engineering (SUE) level D when designing the complex project.

32. On or about September 15, 2020, Columbia Gas submitted a corrected AVR which reported that it utilized SUE levels C and D when designing the complex project and which requested that the words "as a bypass" be retracted from its AVR.

33. Several final design tickets were placed with the POCS for the complex project at POCS Serial Nos. 20191131759, 21091131760, and 20191131761.

34. The responses to the design tickets demonstrate several potential utility conflicts to be encountered on the project.

35. Columbia Gas utilized boring during the complex project, since direct or open cut excavation was not an available option to Columbia Gas for the portion of the project

where the incident at issue occurred.

36. Columbia Gas, as the project owner of the complex project, may not release a project to bid or construction until after final design is completed. 73 P.S. § 181.1(3).

37. NPL submitted a complex project ticket with the POCS on June 6, 2019.

38. Columbia Gas' Erosion & Sedimentation Control and Site Restoration Plan (E&S Plan) for the complex project is dated July 2019.

SETTLEMENT TERMS

The Joint Petitioners agreed to the following specific settlement terms, which are set forth verbatim:

52. Pursuant to the Commission's policy of encouraging settlements that are reasonable and in the public interest, the Parties held a series of discussions that culminated in this Settlement. I&E and Columbia Gas desire to (1) resolve I&E's Formal Complaint; and (2) settle this matter completely without litigation. The Parties recognize that this is a disputed matter, and nothing contained herein should be construed as an admission against either party as to the merits of the other party's claims or defenses.

53. The terms and conditions of the Settlement Agreement, for which the Parties seek Commission approval, are set forth below:

I. Administrative Penalty

1. Columbia Gas agrees to pay an administrative penalty in the amount of \$2,500.00.

II. Remedial/Corrective Measures

1. Columbia Gas agrees to revise Gas Standard 2810.050 as it pertains to Columbia Gas of Pennsylvania to dedicate a portion of the standard to the application/timing

of SUE. Columbia agrees to provide a copy of the revised Gas Standard to I&E for review and allow I&E to provide one review/comment cycle regarding any suggestions/recommendations. Once those suggestions/recommendations are discussed between Columbia and I&E, Columbia Gas will implement the revised Gas Standard.

2. Columbia Gas agrees to create a training regarding the evaluation for sufficient quality levels of SUE which will be provided as part of the onboarding process and an annual refresher course for current applicable employees. Columbia Gas agrees to provide a copy of the completed training module to I&E for review and to allow I&E one review/comment cycle regarding any suggestions/recommendations. Columbia Gas also agrees to engage in discussions with I&E relating to which employees will be required to take the training course based upon Columbia Gas' internal titles/essential functions of its employees and which employees may have the responsibility in determining a sufficient quality level of SUE during the planning/design phase. The training shall include information that corresponds to the Rettew Engineering document regarding Subsurface Utility Engineering as well as information related to Columbia Gas' design process in determining the quality levels of SUE based on the project area/need.

3. Columbia Gas agrees to create a training regarding the constructability review process which will be provided as part of the onboarding process and on an as-needed basis for current applicable employees. Columbia Gas agrees to provide a copy of the completed training module to I&E for review and to allow I&E one review/comment cycle regarding any suggestions/recommendations. The training shall include information relating to how the tracking process ensures all design plans are not released to construction prior to obtaining all necessary design permits. The training shall also correspond to HSE 4440.010 and discuss how the scheduling team monitors the acquisition of permits through "hold flags" and shall include implications for releasing construction projects, including plans, prior to the design phase being complete, including but not limited to project delays, budget overruns, increased potential for excavation

damage, and violation(s) of Section 181.1(3) of the PA One Call Law, 73 P.S. 181.1(3).

54. The Parties, by the signatures of their representatives below, stipulate to the facts as presented in the Proposed Stipulated Facts within this Joint Petition for Settlement, and stipulate to the admission of the Formal Complaint, filed on May 25, 2023, and Columbia Gas' Answer, filed on June 15, 2023, to the record. The Parties further agree that the facts agreed-to in this Joint Petition are sufficient to find that the Settlement Agreement is in the public interest.

The Settlement Agreement also includes conditions which permit either party to withdraw from the settlement if the Commission does not approve the terms without modification. The Joint Petitioners also agree that this settlement is not intended to be used by any other person or entity as a concession or admission of fact or law.

DISCUSSION

This matter is a Complaint proceeding under the PA One Call Law. The genesis of the proceeding is an incident which occurred on or about May 28, 2020, at approximately 3:50 p.m., while boring to install a gas service line for Columbia Gas, Northern Pipeline Construction (NPL) damaged an unmarked gas line owned and operated by Columbia Gas at or near East Maiden Street, at the nearest intersection of McCoy Lane, South Strabane Township, Washington County, Pennsylvania.

The Commission's evaluation of whether to approve a settlement is not based on a "burden of proof" standard, as is utilized for contested matters. The Commission reviews proposed settlements to determine whether the terms are in the public interest.¹ By definition, a "settlement" reflects a compromise of the positions that the parties of interest have held, which arguably fosters and promotes the public interest. The Commission has traditionally defined the

¹ *Pub. Util. Comm'n v Golden Triangle Constr., Co., Inc.*, Docket C-2020-3022293 (Opinion and Order entered Aug. 25, 2022); *Pub. Util. Comm'n v. C.S. Water and Sewer Assocs.*, 74 Pa.P.U.C.. 767 (1991).

public interest as including ratepayers, shareholders, and the regulated community.² What is in the public interest is decided by examining the effect of the proposed Settlement on these “stakeholder” entities.³ The public interest is best served, however, by ensuring that the underlying transaction complies with applicable law.⁴

Both Joint Petitioners included statements in support of the settlement which explained the bases upon which I&E and Columbia Gas believe the Settlement Agreement is in the public interest. In their supporting statements, the Joint Petitioners conclude, after extensive discovery and discussion, that this Settlement Agreement resolves most of the contested issues in this case, fairly balances the interests of the company and its ratepayers, is in the public interest, and is consistent with the requirements of the Public Utility Code.

After a full review of the Settlement Agreement, statements in support and PA One Call Law, I approve the settlement without modification.

PA One Call Law

Approval of the Settlement Agreement must be consistent with the factors outlined in Section 182.10 of the PA One Call Law.⁵ Section 182.10 sets forth six (6) factors that the Commission may consider in determining the administrative penalty to be assessed:

- (i) The history of the party’s compliance with the act prior to the date of the violation.
- (ii) The amount of injury or property damage caused by the party’s noncompliance.

² *Pub. Util. Comm’n v. Bell Atlantic-Pennsylvania, Inc.*, Docket No. R-00953409 (Opinion and Order entered Sept. 29, 1995).

³ *Id.*

⁴ *See Dauphin County Indus. Dev. Auth. v. Pub. Util. Comm’n*, 123 A.3d 1124 (Pa. Cmwlth. 2015) (Commonwealth Court Order reversing Commission approval of a joint settlement due to the Court's plenary review and disapproval of the Commission's interpretation of Section 2807(f)(5) of the Act, 66 Pa. C.S. § 2807(f)(5)).

⁵ 73 P.S. § 182.10(b)(2).

- (iii) The degree of threat to the public safety and inconvenience caused by the party's noncompliance.
- (iv) The party's proposed modification to internal practices and procedures to ensure future compliance with statutes and regulations.
- (v) The degree of the party's culpability.
- (vi) Other factors as may be appropriate considering the facts and circumstances of the incident.^[6]

The Settlement Agreement, in essence, provides for an administrative penalty and also includes important revisions to Columbia Gas's internal practices and training protocols. I&E and Columbia Gas explain how the terms of the Settlement Agreement take into account each of these PA One Call Law factors.

History of Compliance

To date, I&E is aware of various pipeline-related complaints and settlements involving Columbia Gas but is not aware of any other complaint or docketed matter against Columbia Gas related to violations of the PA One Call Law.⁷ Columbia Gas states that prior to the date of the alleged violation, Columbia Gas had never been cited by Pennsylvania Damage Prevention Committee's (DPC) for an alleged violation of 73 P.S. § 181.1(1) and had been cited only twice for alleged violations of 73 P.S. § 181.1(3).

Injury or Property Damage

The incident did not result in any injuries to people or to third party property. Only Columbia Gas's main line was damaged because of the incident.

⁶ 73 P.S. § 182.10(b)(2).

⁷ The Commission became empowered to enforce compliance with the PA One Call Law through Act 50 of 2017, Act of October 30, 2017, P.L. 806, No. 50 (S.B. 242). To the best of I&E's knowledge, this is the first formal complaint and settlement filed against Columbia Gas relating to violations of the PA One Call Law since Act 50 became effective.

Threat to Public Safety

I&E explains that the threat to public safety and inconvenience to the public was considered in settlement negotiations. The excavation incident on May 28, 2020 resulted in the evacuation of 40 homes, with 2–10 customers' services being affected. These facts were considered when negotiating the settlement terms. Columbia Gas acknowledges that there will always be some degree of threat to public safety that is associated with damage to an unmarked gas line during an excavation. However, Columbia Gas notes that there was no ignition of leaking gas during the incident at issue and, no third-party personal injury or property damage occurred as a result of the incident. According to the Alleged Violation Report, the duration of service interruption from the incident was less than 6 hours.⁸

Modification of Internal Practices

Columbia Gas states that it has agreed to revise its Gas Standard 2810.050 to dedicate a portion of the standard to the application/timing of subsurface utility engineering. The Company has also agreed to create two different training protocols – one to address the evaluation for sufficient quality levels of subsurface utility engineering and one to address the constructability review process. Prior to the implementation of each of these agreed-upon measures, Columbia Gas agreed to provide proposals for the revised protocols to I&E for review and comment. Columbia Gas submits that these agreed-upon measures fulfill the corrective actions requested under Paragraph (c) in the plea for relief in I&E's Formal Complaint.

I&E points to Columbia Gas' agreement to make great efforts to change its practices and procedures that will likely prevent similar conduct from occurring in the future. These efforts include revising Gas Standard 2810.050 to dedicate a portion of the standard to the application and timing of SUE and the creation of training to be provided as part of onboarding

⁸ I&E Exhibit 2 to the Formal Complaint.

and on an annual refresher basis which focuses on the evaluation for sufficient quality levels of SUE and the constructability review process.

Degree of Culpability

Columbia Gas acknowledges that it was at fault for the incident that occurred on May 28, 2020. I&E avers that the conduct alleged in the Complaint related to an absence in Columbia Gas' procedure and/or failure of Columbia Gas to utilize the correct level of SUE in designing and completing the complex project. Additionally, I&E alleges, and the facts show, that the design plan was dated after the project was released to construction and the One Call complex ticket was placed. These factors were considered when assessing the administrative penalty.

Other Relevant Factors

I&E submits that an additional relevant factor – whether the case was settled or litigated – is of pivotal importance to this Settlement Agreement. A settlement avoids the necessity for the governmental agency to prove elements of each allegation. In return, the opposing party in a settlement agrees to a lesser penalty or other remedial action. Both Joint Petitioners negotiate from their initial litigation positions. The penalties and other remedial actions resulting from a fully litigated proceeding are difficult to predict and can differ from those that result from a settlement. Reasonable settlement terms can represent economic and programmatic compromise while allowing the Joint Petitioners to move forward and to focus on implementing the agreed upon remedial actions.

Notably, through this Settlement Agreement, Columbia Gas agrees to create a revised Gas Standard in its policies and procedures specifically relating to the application and timing of SUE. Additionally, Columbia Gas agrees to create training specially relating to the allegations set forth in the Formal Complaint. These remedial measures directly relate to the violations alleged in the Formal Complaint and address I&E's Pipeline Safety Division's concerns.

Columbia Gas notes that it has fully cooperated with I&E in fashioning a resolution of this matter. Further, as detailed in Paragraph 35 of the Settlement Agreement, aside from the Pennsylvania One Call Law issues that are the subject of I&E's Formal Complaint, I&E's Pipeline Safety Section issued a Non-Compliance Letter on August 24, 2020, which cited Columbia Gas for various alleged federal and state pipeline safety violations. As noted in Paragraph 36 of the Settlement Agreement, on or about November 16, 2020, the Non-Compliance Letter was closed out as I&E's Pipeline Safety Division deemed Columbia Gas to have addressed the violations raised in the Non-Compliance Letter. Columbia Gas submits that its history of cooperation with I&E weighs in favor of the Commission's approval of the Settlement Agreement.

Conclusion

I agree with Columbia Gas and I&E that the Settlement Agreement reflects a carefully balanced compromise of the interests of the Joint Petitioners in this proceeding and is consistent with the PA One Call Law. The approval of this Settlement Agreement is in the public interest. The Settlement Agreement recognizes the incident and the impact on the public, while effectively addressing and resolving the issues raised in the Formal Complaint. Further, the settlement of the complaint avoids the time and expense of litigation, which entails hearings, filings of briefs, exceptions, reply exceptions, and appeals. I find that the Settlement Agreement is just, reasonable, in the public interest, and should be approved without modification.

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the parties and subject-matter of this dispute. 66 Pa.C.S. §§ 502; 701.
2. The Commission encourages parties in contested on-the-record proceedings to settle cases. *See* 52 Pa. Code § 5.231.

3. When active parties in a proceeding reach a settlement, the principal issue for Commission consideration is whether the agreement reached suits the public interest. *Pub. Util. Comm'n v Golden Triangle Constr., Co., Inc.*, Docket C-2020-3022293 (Opinion and Order entered Aug. 25, 2022); *Pa. Pub. Util. Comm'n v. CS Water and Sewer Assocs.*, 74 Pa.P.U.C. 767, 771 (1991).

4. The settlement reached by the Joint Petitioners is in the public interest. 73 P.S. § 182.10; *see also* 52 Pa. Code § 69.1201.

ORDER

THEREFORE,

IT IS ORDERED:

1. That the Joint Petition for Approval of Settlement filed on November 30, 2023, between the Commission's Bureau of Investigation and Enforcement and Columbia Gas of Pennsylvania, Inc., is approved in its entirety without modification.

2. That the Formal Complaint, filed on May 25, 2023, and Columbia Gas' Answer, filed on June 15, 2023, are admitted to the record.

3. That, in accordance with 73 P.S. § 182.10, within thirty (30) days of the date this Order becomes final, Columbia Gas shall pay an administrative penalty of \$2,500. This

payment shall be made by certified check or money order payable to “Commonwealth of Pennsylvania” and shall be sent to:

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

4. That the administrative penalty shall not be tax deductible or passed through as an additional charge to Columbia Gas customers in Pennsylvania.

5. That this matter shall be referred to the Commission’s Bureau of Investigation and Enforcement, Safety Division, for monitoring and compliance of the remedial measures set forth in the Settlement Agreement.

6. That a copy of this decision shall be served upon the Financial and Assessment Chief, Bureau of Administration.

7. That, if Columbia Gas fails to make the payment required by Ordering Paragraph No. 3 above, within thirty (30) days of the entry date of this Opinion and Order, it is further ordered that The Bureau of Administrative Services, Assessment Section, shall refer this matter to the Pennsylvania Office of Attorney General for collection of the total set forth above and appropriate action.

8. That the above-captioned matter shall be marked closed upon receipt of the administrative penalty and the verifications that the non-monetary remedial measures set forth in Paragraph 53 of the Joint Petition for Settlement have been fulfilled.

Date: January 12, 2024

_____/s/
Mary D. Long
Administrative Law Judge