



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
COMMONWEALTH KEYSTONE BUILDING
400 NORTH STREET, HARRISBURG, PA 17120

BUREAU OF
INVESTIGATION
&
ENFORCEMENT

March 14, 2025

Via Electronic Filing

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

Re: Pennsylvania Public Utility Commission,
Bureau of Investigation and Enforcement v.
Columbia Gas of Pennsylvania, Inc.
Docket No. C-2023-3044398
Joint Petition for Approval of Settlement

Dear Secretary Chiavetta:

Enclosed for electronic filing is the Joint Petition for Approval of Settlement of the Bureau of Investigation and Enforcement (“I&E”) of the Pennsylvania Public Utility Commission and Columbia Gas of Pennsylvania, Inc. in the above-referenced proceeding.

Copies are being served on parties of record in accordance with the Certificate of Service. Should you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Colby B. Widdowson', is written over a light blue circular stamp.

Colby B. Widdowson
Prosecutor
Bureau of Investigation and Enforcement
PA Attorney ID No. 326185
(717) 787-2139
cwiddowson@pa.gov

CBW/ac
Enclosures

cc: As per Certificate of Service
Michael L. Swindler, Deputy Chief Prosecutor, Enforcement (*via email - mswindler@pa.gov*)
Robert Horensky, Manager, Safety Division (*via email - rhorensky@pa.gov*)
Administrative Law Judge Jeffrey Watson (*via email - jeffwatson@pa.gov*)

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission,	:	
Bureau of Investigation and Enforcement	:	
	:	
v.	:	Docket No. C-2023-3044398
	:	
Columbia Gas of Pennsylvania, Inc.	:	

JOINT PETITION FOR APPROVAL OF SETTLEMENT

TO PRESIDING ADMINISTRATIVE LAW JUDGE JEFFERY WATSON:

Pursuant to 52 Pa. Code §§ 5.41 and 5.232, the Pennsylvania Public Utility Commission’s (“Commission”) Bureau of Investigation and Enforcement (“I&E” or “Complainant”) and Columbia Gas of Pennsylvania, Inc. (“Columbia Gas,” “Company,” or “Respondent”) hereby submit this Joint Petition for Approval of Settlement (“Settlement” or “Settlement Agreement”) to resolve all issues related to the above-docketed I&E Formal Complaint (“Complaint”) proceeding. The Complaint alleges violations of the Public Utility Code, Pennsylvania Code, and Code of Federal Regulations in connection with visually unacceptable plastic pipe socket fusions that were placed into service at Tropical Avenue, Pittsburgh, Pennsylvania. As part of this Settlement Agreement, I&E and Columbia Gas (hereinafter referred to collectively as the “Parties” or “Joint Petitioners”) respectfully request that Your Honor issue a decision approving the Settlement without modification. Joint Proposed Conclusions of Law and Ordering Paragraphs are attached hereto as **Appendix A**. Statements in Support of the Settlement expressing the individual views of I&E and Columbia Gas are attached hereto as **Appendix B** and **Appendix C**, respectively.

I. INTRODUCTION

1. The Parties to this Settlement Agreement are the Pennsylvania Public Utility Commission's Bureau of Investigation and Enforcement, by its prosecuting attorneys, Commonwealth Keystone Building, 400 North Street, Harrisburg, Pennsylvania 17120 and Columbia Gas,¹ a natural gas distribution company ("NGDC"), with a principal place of business of 121 Champion Way, Suite 100, Canonsburg, PA 15317.

2. The Pennsylvania Public Utility Commission is a duly constituted agency of the Commonwealth of Pennsylvania empowered to regulate public utilities within this Commonwealth, as well as other entities subject to its jurisdiction, pursuant to 66 Pa.C.S. §§ 101, et seq.

3. I&E is the entity established to prosecute complaints 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 (Order entered August 11, 2011) (delegating authority to initiate proceedings that are prosecutory in nature to I&E).

4. Section 501(a) of the Code, 66 Pa.C.S. § 501(a), authorizes and obligates the Commission to execute and enforce the provisions of the Code.

5. Pursuant to Section 59.33(b) of the Commission's regulations, 52 Pa. Code § 59.33(b), I&E's Pipeline Safety Division ("Pipeline Safety") has the authority to enforce Federal pipeline safety laws and regulations set forth in 49 U.S.C.A. §§ 60101-60503 and as implemented at 49 CFR Parts 191-193, 195 and 199. The Federal pipeline safety laws and

¹ Columbia Gas of Pennsylvania, Inc. is a NiSource Company.

regulations prescribe the minimum safety standards for all natural gas and hazardous liquid public utilities in the Commonwealth.

6. Section 701 of the Code, 66 Pa.C.S. § 701, authorizes the Commission, *inter alia*, to hear and determine complaints alleging a violation of any law or regulation that the Commission has jurisdiction to administer.

7. Section 3301(c) of the Code, 66 Pa.C.S. § 3301(c), which is specific to gas pipeline safety violations, authorizes the Commission to impose civil penalties on any person or corporation, defined as a public utility, who violates any provisions of the Code or any regulation or order issued thereunder governing the safety of pipeline or conduit facilities in the transportation of natural gas, flammable gas, or gas which is toxic or corrosive. Section 3301(c) further provides that a civil penalty of up to Two Hundred Thousand Dollars (\$200,000) per violation for each day that the violation persists may be imposed, except that for any related series of violations, the maximum civil penalty shall not exceed Two Million Dollars (\$2,000,000) or the penalty amount provided under Federal pipeline safety laws, whichever is greater.

8. Civil penalties for violations of Federal pipeline safety laws and regulations are adjusted annually to account for changes in inflation pursuant to the Federal Civil Penalties Inflation Adjustment Act Improvements Act of 2015, Pub. L. 114-74, § 701, 129 Stat. 599, 28 U.S.C. § 2461 note (Nov. 2, 2015) (amending the Federal Civil Penalties Inflation Adjustment Act of 1990). The applicable adjustment made by the U.S. Department of Transportation's Pipeline and Hazardous Materials Safety Administration ("PHMSA") occurred on July 31, 2019 and revised the maximum civil penalty to Two Hundred Eighteen Thousand, Six Hundred Forty-Seven Dollars (\$218,647.00) for each violation for each day

the violation continues, with a maximum penalty not to exceed Two Million, One Hundred Eighty-Six Thousand, Four Hundred Sixty-Five Dollars (\$2,186,465.00) for a related series of violations. 84 Fed. Reg. 37059 (July 31, 2019).

9. Columbia Gas is a “public utility” as that term is defined at 66 Pa.C.S. § 102 as it is engaged in providing public utility service as an NGDC in the Commonwealth of Pennsylvania to the public for compensation.

10. Columbia Gas, as an NGDC, is subject to the power and authority of the Commission pursuant to Section 501(c) of the Code, 66 Pa.C.S. § 501(c), which requires a public utility to comply with Commission regulations and orders.

11. Pursuant to the provisions of the applicable Commonwealth statutes and regulations, the Commission has jurisdiction over this subject matter and the actions of Columbia Gas in its capacity as an NGDC.

II. BACKGROUND

12. On or about July 27, 2020, Columbia Gas’s customer located at 1115 Tropical Avenue, Pittsburgh, PA, reported an odor of natural gas. The source of the leak at 1115 Tropical Avenue was excavated and it was found that a failed socket fusion, connecting the service line to the riser, was the source of the leak.

13. Socket fusion is accomplished by heating the inside of a fitting with a properly sized plate, and simultaneously heating the outside of a cleaned and prepared plastic pipe to accept the fitting. When both pieces reach a melting temperature, the pipe is inserted and melted to the fitting.

14. The service line at 1115 Tropical Avenue was installed in 2019 as part of a larger main line replacement project in the area (hereinafter referred to as “Tropical Avenue

Project”). The Tropical Avenue Project started on or about March 20, 2019 and was completed on or about December 19, 2019. The Tropical Avenue Project included the installation of 5,840 feet of 2" medium density plastic pipe, 2,680 feet of 4" medium density plastic pipe, and 372 service lines and increased the maximum allowable operating pressure.

15. Columbia Gas hired a contractor, Infrasource, a Quanta Services Company, to perform the main and service construction for the Tropical Avenue Project. Columbia Gas’s records indicated the failed fusion at 1115 Tropical Avenue was completed by Infrasource employee R.Y. who completed fifty-nine (59) socket fusions on the Tropical Avenue Project.

16. After consultation and direction from I&E Pipeline Safety, Columbia Gas conducted a set of integrity validation digs, with the intent to determine the extent of the socket fusion quality issues for in-service gas service lines on the Tropical Avenue Project.

17. Validation digs conducted on November 23, 2020 and November 24, 2020 found fusions that were not labeled, fusions that did not pass visual inspection because they were mitered, fusions that did not pass visual inspection because they lacked a cold ring impression, a fusion label did not match the fuser on record, and a fusion had been performed by Infrasource employee N.I., who was not operator qualified at the time the fusion was made.

18. Infrasource employee N.I. failed an Operator Qualification plan requalification test in July of 2019, resulting in his disqualification from performing socket fusions. N.I. performed two socket fusions at a time that he was disqualified from performing those fusions.

19. Based on the results of those validation digs, Columbia Gas continued investigating socket fusions made on the entire Tropical Avenue Project by conducting further investigative digs.

20. The results of the subsequent investigative digs of the Tropical Avenue Project prompted Columbia Gas to investigate their completed Fallowfield, Spring Valley, Olivia, and Route 19 projects.

21. The investigative digs discovered numerous visually unacceptable socket fusions, failures to label fusions as required by Columbia Gas Standards, records that failed to match the fuser identified on the pipe, and records that failed to match the fusion type used.

22. The fusions completed on the Tropical Avenue, Fallowfield, Spring Valley, Olivia, and Route 19 projects were self-approved by the individual making the fusion and that individual was not always a qualified employee of Columbia Gas.

23. Columbia has replaced all visually unacceptable fusions found at the Tropical Avenue, Fallowfield, Spring Valley, Olivia, and Route 19 projects.

24. I&E Pipeline Safety engineers conducted an investigation. The results of I&E's investigation formed the basis for I&E's Complaint that was filed with the Commission on November 11, 2023 at Docket No. C-2023-3044398. I&E filed proprietary and non-proprietary versions of the Complaint. The Complaint included the following allegations:

- a. Columbia Gas and its contractor, Infrasource, failed to identify no less than 220 visually unacceptable fusions and saddle tee fusions on service lines and main lines. These visually unacceptable fusions lacked a complete impression of the cold ring clamp and/or were mitered.

- b. Columbia Gas and its contractor, Infrasource, failed to mark, label, or sign no less than 552 fusions according to Columbia Gas Standards.
- c. Columbia Gas and its contractor, Infrasource, allowed an unqualified contractor employee to perform and inspect plastic fusions.
- d. Columbia Gas and its contractor, Infrasource, failed to properly install no less than 44 saddle tee taps to a gas main line.
- e. Columbia Gas and its contractor, Infrasource, failed to capture and maintain accurate records of the pipeline components and personnel performing work on the pipeline.

25. In the Complaint, I&E made several requests for relief, including that the Commission: (1) find Columbia Gas to be in violation of the Public Utility Code, Commission regulations, and/or Code of Federal Regulations for each violation alleged; (2) impose a cumulative civil penalty upon Columbia Gas in the amount of Two Million, One Hundred Eighty-Six Thousand, Four Hundred Sixty-Five Dollars (\$2,186,465.00); (3) direct Columbia Gas to perform each of the corrective actions detailed in the Complaint; and (4) order such other remedies as the Commission may deem appropriate.

26. On December 8, 2023, Columbia Gas filed an Unopposed Motion for Extension of Time to File an Answer, which was granted on December 12, 2023.

27. On January 12, 2024, Columbia Gas filed an Answer to I&E's Complaint. In its Answer, Columbia Gas denied all material allegations of fact and denied that the Bureau of Investigation and Enforcement was entitled to relief.

28. By notice dated January 23, 2024, this matter was scheduled for a Telephonic Prehearing Conference on March 13, 2024 before Administrative Law Judge ("ALJ") Conrad Johnson.

29. On March 12, 2024, I&E and Columbia Gas each filed Prehearing Memorandums.

30. On March 13, 2024, a Telephonic Prehearing Conference was held before ALJ Conrad Johnson.

31. On March 14, 2024, an Interim Order was issued holding establishment of a litigation schedule in abeyance and directing the parties to file a status report, allowing the Parties to explore settlement.

32. The Parties filed status reports on May 17, 2024 and November 14, 2024, indicating that settlement negotiations were progressing and ongoing.

III. ALLEGED VIOLATIONS

33. I&E filed a Formal Complaint alleging that Columbia Gas violated certain provisions of the Public Utility Code, Commission regulations, and/or Code of Federal Regulations, which Columbia Gas disputes. Had this matter been fully litigated rather than resolved through this Settlement, I&E would have contended that Columbia Gas violated certain provisions of the Public Utility Code, Commission regulations, and/or Code of Federal Regulations in that:

- a. Columbia Gas failed to identify no less than 220 visually unacceptable fusions and saddle tee fusions on service lines and main lines. If proven, this is a violation of 49 CFR § 192.13 (General Requirements) and 49 CFR §§ 192.273(b), (c) (Joining of Materials Other than by Welding - General).
- b. Columbia Gas failed to sign, mark, and label no less than 552 fusions according to Columbia Gas Standards. If proven, this is a violation of 49 CFR § 192.13 (General Requirements) and 49 CFR § 192.273(b) (Joining of Materials Other than by Welding - General).
- c. Columbia Gas allowed an unqualified contractor employee to perform and inspect plastic fusions. If proven, this is a violation of 49 CFR § 192.285 (Plastic Pipe: Qualifying persons to Make Joints) and 49 CFR § 192.287 (Plastic Pipe: Inspection of Joints).

- d. Columbia Gas failed to properly install no less than 44 saddle tee taps to a gas main line. If proven, this is a violation of 49 CFR § 192.303 (General Construction Requirements for Transmission Lines and Mains Compliance – Compliance with Specifications or Standards) and 49 CFR § 192.305 (General Construction Requirements for Transmission Lines and Mains Compliance – Inspection: General).
- e. Columbia Gas failed to capture and maintain accurate records of the pipeline components and personnel performing work on the pipeline. If proven, this is a violation of 49 CFR §§ 192.1007(a)(1), (5) (Required Elements of an Integrity Management Plan).
- f. Columbia Gas failed to furnish and maintain adequate, efficient, safe and reasonable service and facilities and make such repairs, changes, alterations, substitutions, extensions and improvements in or to its service and facilities necessary or proper for the accommodation and safety of its patrons, employees and the public, thereby placing the safety of its customers, employees and the public in danger. If proven, this is a violation of 66 Pa.C.S. § 1501 (character of service and facilities).

34. In its Answer, Columbia Gas denied the above-listed alleged violations and raised defenses and mitigating factors in support of its defense.

35. Had this matter been fully litigated rather than resolved through this Settlement, Columbia Gas would have contended that it did not violate provisions of the Public Utility Code, Commission regulations, and/or Code of Federal Regulations.

IV. SETTLEMENT TERMS

36. Pursuant to the Commission’s policy of encouraging settlements that are reasonable and in the public interest,² I&E and Columbia Gas held a series of discussions and meetings after the filing of I&E’s Complaint that culminated in this Settlement. The purpose of this Joint Petition for Approval of Settlement is to terminate I&E’s Complaint and to settle this matter completely without further litigation. Although I&E filed a Formal

² See 52 Pa. Code § 5.231(a).

Complaint, there has been no evidentiary hearing before any tribunal, and no sworn testimony has been taken in any proceeding related to this incident.

37. The Settlement is a compromise of a disputed complaint, which I&E intended to prove, and that Columbia Gas intended to disprove.

38. The Parties recognize that their positions and claims are disputed and further recognize the significant and more immediate benefits of amicably resolving the disputed issues through settlement as opposed to time-consuming and expensive litigation.

39. I&E and Columbia Gas, intending to be legally bound and for consideration given, desire to fully and finally conclude this litigation and agree that a Commission Order approving the Settlement without modification will create the following rights and obligations:

A. Civil Penalty:

Columbia Gas will pay a civil penalty in the amount of Eight Hundred Seventy-Five Thousand Dollars (\$875,000.00) pursuant to 66 Pa.C.S. § 3301(c). Said payment will be made within thirty (30) days of the entry date of the Commission's Final Order approving the Settlement Agreement and will be made by certified check or money order payable to the "Commonwealth of Pennsylvania." The docket number of this proceeding, C-2023-3044398, will be indicated with the certified check or money order and the payment will be sent to:

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

The civil penalty will not be tax deductible pursuant to Section 162(f) of the Internal Revenue Code, 26 U.S.C.S. § 162(f). Columbia Gas will not seek recovery of any portion of the total civil penalty amount in any future ratemaking proceeding.

B. Recovery of Costs:

Columbia Gas may not recover the costs associated with the plastic fusion investigations and subsequent remediations for the projects identified in the Formal Complaint at this docket.

C. Columbia Gas's Implemented Actions:

Since the alleged conduct at issue in the Formal Complaint, Columbia Gas has implemented the following actions designed to reduce risk associated with socket fusion, enhance contractor oversight, assure the production of quality fusions, and enhance knowledge of its system:

1. Columbia Gas has discontinued the use of socket fusion as a joining method, effective July 1, 2021.
2. Columbia Gas commissioned a third-party engineering analysis of visual failures referenced at this docket. The testing and analysis, performed by Exponent, did not identify a relationship between failing visual characteristics and loss of pressure integrity. In other words, the analysis found no correlation between a visual failure and fusion integrity.
3. Columbia Gas has implemented a high accuracy GPS program as part of its construction services infrastructure replacement program which allows for the collection and retention of asset information and photos (including fusion information). Columbia Gas is also exploring the potential for expanded use of GPS functionality to include operations and maintenance work in the future.
4. Columbia Gas has implemented a Quality Assurance / Quality Control ("QA/QC") program which reduces the risks from failure of its gas distribution pipeline by providing Quality Assurance and Quality Control of construction practices and construction oversight by a group separate and different from the construction coordinators.
5. Columbia Gas has enhanced its management oversight of construction activities through the development of Quality Assurance summary reports issued weekly and monthly that present findings from Construction QA/QC audits, which are reviewed by Construction leadership.

6. Columbia Gas has implemented changes to the Construction Coordinator role which are designed to enhance time spent in the field overseeing construction activities, including fusions. These changes include:
 - Construction Coordinator on-site observation requirements for Critical Tasks;
 - Critical Tasks include, but are not limited to: main pressure tests, main tie-ins/tapping/POD Stations, main purging, mainline abandonments, mainline bypassing, system uprates or requalification, and distribution main internal cleaning (pigging).
 - Construction Coordinators' observations vary based on the Critical Task.
 - Construction Coordinators are required to document the observations on the task-specific plan.
 - Digitization of paper documents designed to increase efficiency in the completion of required documentation; and
 - Increased headcount within the Gas Construction department to support job readiness, forecasting, tracking, permitting, etc. This includes the addition of 8 Project Manager ("PM") positions which support projects across the state. The new PMs are responsible for tracking permits, coordinating scheduling, and planning with local authorities, among other things. The new PMs enable Construction Coordinators to witness more work in the field.
7. Columbia Gas developed Gas Standard (1300.020) "Legacy Plastic Fusion Inspection", which sets requirements for the inspection of all in-service plastic fusion joints which are uncovered during the course of work on a pipeline. The procedure also outlines the criteria to be used in the evaluation of the fusion joints.

D. Facility Failure Reports:

Columbia Gas will amend its procedures to require the submission of a Facility Failure Report for all legacy production joints which are removed following a failure of a legacy plastic fusion visual inspection.

E. Inclusion of Visually Unacceptable Fusions in Columbia Gas's DIMP:

Columbia Gas will develop a process to incorporate the findings and locations of visually unacceptable fusions removed from service into the annual Columbia Gas DIMP program review, including facility failure report information.

F. Fusion Inspection Documentation Process:

Develop a fusion inspection documentation process to be used by Columbia Gas Construction Coordinators when evaluating fusions witnessed in the field. Each Construction Coordinator will be expected to document no less than an average of four fusion inspections per month in a calendar year. Construction Coordinators should attempt to observe a variety of plastic fusion joint types and fusers, where possible. Columbia Gas will use reasonable efforts to ensure the documentation of inspections occurs at regular intervals throughout the year. After the first full year of implementation of this process the Company may adjust the minimum average number of fusion inspections per month, as necessary, based upon inspection results and trends. The minimum average number of fusion inspections per month shall not fall below two. Results of these inspections will be made available to I&E for review, upon request. Columbia Gas will maintain records of any failures of plastic fusions that were put into service under this process and these records will be made available to I&E for review, upon request. Columbia may consult with and seek Pipeline Safety's approval to end the process. If Pipeline Safety does not approve ending the process after 10 years, Columbia may petition the Commission to end the process and Pipeline Safety may object to the petition. This process may be expanded upon the agreement of the Parties or upon Commission Order.

G. Notification of Plastic Fusion Leaks:

Columbia Gas will notify Pipeline Safety when a leak occurs at a plastic fusion as soon as practical, but not to exceed the next business day following discovery. Columbia may consult with and seek Pipeline Safety's approval to end this process, based on results and trends.

H. Implementation Timeline:

Unless otherwise specified, Columbia Gas will implement the above actions within six (6) months of a Commission Final Opinion and Order approving this Settlement.

40. Upon Commission approval of the Settlement in its entirety without modification, I&E will not file any other complaints or initiate other action against Columbia Gas at the Commission with respect to the allegations that were the subject of I&E's instant Complaint.

41. Following the performance of the non-monetary remedial measures referenced above, Columbia Gas will file with the Commission a verification acknowledging that each non-monetary, remedial measure has been met or complied with, pursuant to 52 Pa. Code § 5.591.

42. I&E and Columbia Gas jointly acknowledge that approval of this Settlement Agreement is in the public interest and fully consistent with the Commission's Policy Statement regarding Factors and Standards for Evaluating Litigated and Settled Proceedings, 52 Pa. Code § 69.1201. The Parties submit that the Settlement Agreement is in the public interest because it effectively addresses the allegations in I&E's Formal Complaint and avoids the time and expense of further litigation, which entails hearings, travel for out-of-state witnesses, and the preparation and filing of briefs, exceptions, and reply exceptions, as well as possible appeals. Attached as **Appendices B** and **C** are Statements in Support submitted by I&E and Columbia Gas, respectively, setting forth the bases upon which the Parties believe the Settlement Agreement is in the public interest.

V. CONDITIONS OF SETTLEMENT

43. This document represents the Settlement Agreement in its entirety and constitutes a negotiated resolution solely of the above-referenced proceeding at Docket No. C-2023-3044398. No changes to obligations set forth herein may be made unless they are in writing and are expressly accepted by the parties involved. This Settlement Agreement shall be construed and interpreted under Pennsylvania law, without regard to its conflict of laws provisions.

44. The Parties agree that this Settlement may be executed in one or more counterparts, each of which will be deemed an original, and all of which taken together constitute one and the same agreement that is binding upon the Parties as if they executed a single petition.

45. The Settlement is conditioned upon the Commission's approval of the terms and conditions contained in this Joint Petition for Approval of Settlement without modification. If the Commission modifies this Settlement Agreement, any party may elect to withdraw from this Settlement Agreement and may proceed with litigation or take such other action as deemed appropriate and, in such event, this Settlement Agreement shall be void and of no effect. Such election to withdraw must be made in writing, filed with the Secretary of the Commission, and served upon all parties within twenty (20) business days after entry of an Order modifying the Settlement.

46. In the event that the presiding ALJ issues an initial decision or recommended decision approving this Joint Petition for Approval of Settlement without modification, the Parties agree to waive the exception period, thereby allowing the Settlement Agreement to be presented directly to the Commission for review, pursuant to 52 Pa. Code § 5.232(e).

47. The Parties agree that the underlying allegations were not the subject of any hearing and that there has been no Order, findings of fact, or conclusions of law rendered in this Complaint proceeding, other than those as stipulated to or proposed as part of this Settlement. It is further understood that, by entering into this Settlement Agreement, Columbia Gas has made no concession or admission of fact or law and may dispute all issues of fact and law for all purposes in any other proceeding, including but not limited to any civil proceedings, that may arise as a result of the circumstances described in this Joint Settlement Petition, nor may this Settlement be used by any other person or entity as a concession or admission of fact or law.

48. The Parties acknowledge that this Settlement Agreement reflects a compromise of competing positions and does not necessarily reflect any party's position with respect to any issues raised in this proceeding.

49. This Settlement Agreement is being presented only in the context of this proceeding in an effort to resolve the proceeding in a manner that is fair and reasonable and in the public interest. This Settlement is presented without prejudice to any position that any of the Parties may have advanced and without prejudice to the position any of the Parties may advance in the future on the merits of the issues in any other proceedings, except to the extent necessary to effectuate or enforce the terms and conditions of this Settlement Agreement. This Settlement does not preclude the Parties from taking other positions in any other proceeding but is conclusive in this proceeding and may not be reasserted in any other proceeding or forum except for the limited purpose of enforcing the Settlement by a Party.

50. The terms and conditions of this Settlement Agreement represent reasonably negotiated compromises on the issues addressed herein. Thus, the Settlement Agreement is

consistent with the Commission's rules and practices encouraging negotiated settlements set forth in 52 Pa. Code §§ 5.231 and 69.1201.

WHEREFORE, the Pennsylvania Public Utility Commission's Bureau of Investigation and Enforcement and Columbia Gas of Pennsylvania, Inc. respectfully request that the Commission issue an Order approving the terms of this Settlement Agreement in their entirety, without modification, as being in the public interest.

[Signature Page to Follow]

Pennsylvania Public Utility Commission,
Bureau of Investigation and Enforcement

Respectfully Submitted,

Columbia Gas of Pennsylvania, Inc.

By: _____



Colby B. Widdowson
Prosecutor
PA Attorney ID No. 326185
Pennsylvania Public Utility Commission
Bureau of Investigation and Enforcement
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120
cwiddowson@pa.gov

By: _____



Emily Farah, Esq.
121 Champion Way, Suite 100
Canonsburg, PA 15317
efarah@nisource.com
*Attorney for Columbia Gas of
Pennsylvania, Inc.*

Date: March 14, 2025

Date: March 14, 2025

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission, :
Bureau of Investigation and Enforcement :
 :
v. : Docket No. C-2023-3044398
 :
Columbia Gas of Pennsylvania, Inc. :

**JOINT PROPOSED CONCLUSIONS OF LAW AND
ORDERING PARAGRAPHS**

A. Proposed Conclusions of Law

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

2. Columbia Gas is a “public utility” as that term is defined at 66 Pa.C.S. § 102, as it is engaged in providing public utility service as a natural gas distribution company (“NGDC”) to the public for compensation.

3. Columbia Gas, in providing natural gas distribution service to the public for compensation, is subject to the power and authority of this Commission pursuant to Section 501(c) of the Code, 66 Pa.C.S. § 501(c), which requires a public utility to comply with Commission regulations and orders, including Federal pipeline safety laws and regulations.

4. Pursuant to Section 59.33(b) of the Commission’s regulations, 52 Pa. Code § 59.33(b), I&E’s Pipeline Safety Division has the authority to enforce Federal pipeline safety laws and regulations set forth in 49 U.S.C.A. §§ 60101-60503 and as implemented at 49 CFR Parts 191-193, 195 and 199. The Federal pipeline safety laws and regulations prescribe the

minimum safety standards for all natural gas and hazardous liquid public utilities in the Commonwealth.

5. Section 3301(c) of the Code, 66 Pa.C.S. § 3301(c), which is specific to gas pipeline safety violations, authorizes the Commission to impose civil penalties on any person or corporation, defined as a public utility, who violates any provisions of the Code or any regulation or order issued thereunder governing the safety of pipeline or conduit facilities in the transportation of natural gas, flammable gas, or gas which is toxic or corrosive.

6. Section 3301(c) further provides that a civil penalty of up to Two Hundred Thousand Dollars (\$200,000) per violation for each day that the violation persists may be imposed, except that for any related series of violations, the maximum civil penalty shall not exceed Two Million Dollars (\$2,000,000) or the penalty amount provided under Federal pipeline safety laws whichever is greater.

7. The U.S. Department of Transportation's Pipeline and Hazardous Materials Safety Administration ("PHMSA"), on July 31, 2019, revised the maximum civil penalty to Two Hundred Eighteen Thousand, Six Hundred Forty-Seven Dollars (\$218,647.00) for each violation for each day the violation continues, with a maximum penalty not to exceed Two Million, One Hundred Eighty-Six Thousand, Four Hundred Sixty-Five Dollars (\$2,186,465.00) for a related series of violations. 84 Fed. Reg. 37059 (July 31, 2019).

8. It is the policy of the Commission to encourage settlements. 52 Pa. Code § 5.231(a).

9. The Commission has adopted a policy statement which enumerates the standards that it uses to evaluate civil penalties. 52 Pa. Code § 69.1201.

10. The Joint Petition for Settlement submitted by I&E and Columbia Gas, including the \$875,000 civil penalty, is reasonable and in the public interest.

11. The Joint Petition for Settlement should be approved as submitted, without modification.

B. Proposed Ordering Paragraphs

1. That the Joint Settlement Petition filed on March 19, 2025 between the Commission’s Bureau of Investigation and Enforcement and Columbia Gas of Pennsylvania, Inc. is approved in its entirety without modification.

2. That, in accordance with Section 3301(c) of the Public Utility Code, 66 Pa.C.S. § 3301(c), within thirty (30) days of the date this Order becomes final, Columbia Gas of Pennsylvania, Inc. will pay a civil penalty of Eight Hundred Seventy-Five Thousand Dollars (\$875,000.00). Said payment will be made by certified check or money order payable to “Commonwealth of Pennsylvania” and will be sent to:

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

3. That the civil penalty will not be tax deductible or passed through as an additional charge to Columbia Gas of Pennsylvania, Inc.’s customers in Pennsylvania.

4. That upon fulfillment of the non-monetary remedial measures set forth in Paragraph 39 of the Joint Petition for Settlement, Columbia Gas of Pennsylvania, Inc. will file with the Commission a verification acknowledging compliance with each non-monetary remedial measure, pursuant to 52 Pa. Code § 5.591.

5. A copy of this Opinion and Order will be served upon the Financial and Assessment Chief, Bureau of Administration.

6. That upon receipt of the civil penalty and the verification acknowledging that the non-monetary remedial measures set forth in Paragraph 39 of the Joint Petition for Settlement have been fulfilled the above-captioned matter shall be marked closed.

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission, :
Bureau of Investigation and Enforcement :
 :
v. : Docket No. C-2023-3044398
 :
Columbia Gas of Pennsylvania, Inc. :

**THE BUREAU OF INVESTIGATION AND ENFORCEMENT'S
STATEMENT IN SUPPORT OF THE
JOINT PETITION FOR APPROVAL OF SETTLEMENT**

TO ADMINISTRATIVE LAW JUDGE JEFFREY WATSON:

Pursuant to 52 Pa. Code §§ 5.231, 5.232 and 69.1201, the Pennsylvania Public Utility Commission's ("Commission" or "PUC") Bureau of Investigation and Enforcement ("I&E"), a signatory party to the Joint Petition for Approval of Settlement ("Settlement" or "Settlement Agreement") filed in the matter docketed above, submits this Statement in Support of the Settlement Agreement between I&E and Columbia Gas of Pennsylvania, Inc. ("Columbia Gas," "Respondent," or "Company").¹ I&E avers that the terms and conditions of the Settlement are just and reasonable and in the public interest for the reasons set forth herein.

I. Background

I&E's Pipeline Safety Division conducted an in-depth investigation of visually unacceptable plastic pipe socket fusions that were placed into service at Tropical Avenue,

¹ I&E and Columbia Gas are collectively referred to herein as the "Parties."

Pittsburgh, Pennsylvania. The investigation into Columbia Gas’s Tropical Avenue, Fallowfield, Spring Valley, Olivia, and Route 19 projects found instances of visually unacceptable socket fusions, failures to label fusions as required by Columbia Gas Standards, records that did not match the fuser identified on the pipe, and records that did not match the fusion type used, and two fusion that were performed by an individual that was not operator qualified at the time. The conduct at issue did not result in property damage, a natural gas explosion, injuries, or fatalities. The results of the investigation formed the basis for the allegations set forth in I&E’s Formal Complaint (“Complaint”), which was filed on November 11, 2023.

The crux of I&E’s Complaint alleged that Columbia Gas and its contractor, Infrasource, failed to identify no less than 220 visually unacceptable fusions and saddle tee fusions on service lines and main lines, failed to mark, label, or sign no less than 552 fusions according to Columbia Gas Standards, allowed an unqualified contractor employee to perform and inspect plastic fusions, failed to properly install no less than 44 saddle tee taps to a gas main line, and failed to capture and maintain accurate records of the pipeline components and personnel performing work on the pipeline, all of which created an ongoing, unsafe, and hazardous condition in violation of Section 1501 of the Public Utility Code (“Code”), 66 Pa.C.S. § 1501 (requiring a public utility to “furnish and maintain adequate, efficient, safe, and reasonable service and facilities” and to “make all such repairs, changes, . . . and improvements in or to such service and facilities” for the “safety of its patrons, employees, and the public” and requiring that such service and facilities “be in conformity with the regulations and orders of the Commission”). In addition to alleging violations of Section 1501 of the Code, I&E’s Complaint alleged the following specific violations of the

Public Utility Code, Pennsylvania Code, and Code of Federal Regulations at:

- a. 49 CFR § 192.13 (General Requirements) and 49 CFR §§ 192.273(b), (c) (Joining of Materials Other than by Welding - General) in that Columbia Gas failed to identify no less than 220 visually unacceptable fusions and saddle tee fusions on service lines and main lines;
- b. 49 CFR § 192.13 (General Requirements) and 49 CFR § 192.273(b) (Joining of Materials Other than by Welding - General) in that Columbia Gas failed to sign, mark, and label no less than 552 fusions according to Columbia Gas Standards;
- c. 49 CFR § 192.285 (Plastic Pipe: Qualifying persons to Make Joints) and 49 CFR § 192.287 (Plastic Pipe: Inspection of Joints) in that Columbia Gas allowed an unqualified contractor employee to perform and inspect plastic fusions;
- d. 49 CFR § 192.303 (General Construction Requirements for Transmission Lines and Mains Compliance – Compliance with Specifications or Standards) and 49 CFR § 192.305 (General Construction Requirements for Transmission Lines and Mains Compliance – Inspection: General) in that Columbia Gas failed to properly install no less than 44 saddle tee taps to a gas main line; and
- e. 49 CFR §§ 192.1007(a)(1), (5) (Required Elements of an Integrity Management Plan) in that Columbia Gas failed to capture and maintain accurate records of the pipeline components and personnel performing work on the pipeline.

I&E's Complaint sought relief in the form of a civil penalty of \$2,186,465.00, as well as a number of corrective measures designed to reduce risk associated with socket fusion, enhance contractor oversight, ensure the production of quality fusions, and enhance knowledge of its system.

On December 8, 2023, Columbia Gas, filed an Unopposed Motion for Extension of Time to File an Answer, which was granted on December 12, 2023. On January 12, 2024, Columbia Gas filed an Answer to I&E's Complaint. In its Answer, Columbia Gas denied all material allegations of fact and denied that the Bureau of Investigation and Enforcement was entitled to relief.

By notice dated January 23, 2024, this matter was scheduled for a Telephonic Prehearing Conference on March 13, 2024 before Administrative Law Judge (“ALJ”) Conrad Johnson. On March 12, 2024, I&E and Columbia Gas each filed Prehearing Memorandums. On March 13, 2024, a Telephonic Prehearing Conference was held before ALJ Conrad Johnson.

On March 14, 2024, an Interim Order was issued holding establishment of a litigation schedule in abeyance and directing the parties to file a status report, allowing the Parties to explore settlement. The Parties filed status reports on May 17, 2024 and November 14, 2024, indicating that settlement negotiations were progressing and ongoing.

On March 4, 2025, a Judge Change Notice was issued, changing the assigned ALJ from ALJ Conrad Johnson to ALJ Jeffrey Watson.

On March 14, 2025, the Parties filed a Joint Petition for Approval of Settlement in the instant matter resolving all issues between I&E and Columbia Gas. This Statement in Support is submitted in conjunction with the Settlement Agreement.

II. The Public Interest

Pursuant to the Commission’s policy of encouraging settlements that are reasonable and in the public interest, the Parties held a series of settlement discussions. These discussions culminated in this Settlement Agreement, which, once approved, will resolve all issues related to I&E’s Formal Complaint proceeding. Columbia Gas has been cooperative with I&E related to identifying policies and procedures, facilities, and training that can be further improved to assist Columbia Gas in enhancing the safety and reliability of service and to satisfy the commitments that I&E has required in the settlement process.

The Settlement, if approved, will provide substantial public benefits including

reduction in risk associated with plastic pipe fusions, enhancing contractor oversight, improving oversight of construction activities including plastic fusions, assuring the production of quality plastic fusions, and enhancing Columbia Gas's knowledge of its own system.

I&E intended to prove the factual allegations set forth in its Formal Complaint at hearing and which Columbia Gas would have disputed. This Settlement Agreement results from the compromises of the Parties. I&E recognizes that, given the inherent unpredictability of the outcome of a contested proceeding, the benefits to amicably resolving the disputed issues through settlement outweigh the risks and expenditures of litigation. I&E submits that the Settlement constitutes a reasonable compromise of the issues presented and is in the public interest as it provides for a number of relevant corrective measures, as well as a substantial civil penalty. As such, I&E respectfully requests that the Commission approve the Settlement without modification.

III. Terms of Settlement

Under the terms of the Settlement Agreement, I&E and Columbia Gas have agreed to a substantial civil penalty and extensive remedial measures which enhance safety and directly respond to the allegations raised in the Formal Complaint. In an effort to not repeat verbatim the pages of remedial and safety measures outlined in the Joint Petition, the main categories are as follows:

1. Columbia Gas will pay a civil penalty of Eight Hundred Seventy-Five Thousand Dollars (\$875,000.00), which will not be tax deductible or recovered in any future rate making proceeding (Paragraph 39(A));
2. Columbia Gas may not recover the costs associated with the plastic fusion investigations and subsequent remediations for the projects identified in the Formal Complaint at this docket. (Paragraph 39(B));

3. Columbia Gas has taken affirmative actions to reduce risk associated with socket fusion, enhance contractor oversight, ensure the production of quality fusions, and enhance knowledge of its system. These actions include discontinuing the use of socket fusions, testing and analysis of the visually unacceptable fusions, implementation of a high accuracy GPS program, implementation of a Quality Assurance / Quality Control (“QA/QC”) program, enhanced management oversight of construction activities, implemented changes to the Construction Coordinator role that are designed to enhance time spent in the field overseeing construction activities, and implementation of a procedure for legacy plastic fusion inspections (Paragraph 39(C));
4. Columbia Gas will amend its procedures to require the submission of a Facility Failure Report for all legacy production joints which are removed following a failure of a legacy plastic fusion visual inspection (Paragraph 39(D));
5. Columbia Gas will develop a process to incorporate the findings and locations of visually unacceptable fusions removed from service into the annual Columbia Gas DIMP program review (Paragraph 39(E));
6. Columbia Gas will implement a fusion inspection documentation process to be used by Columbia Gas Construction Coordinators when evaluating fusions witnessed in the field (Paragraph 39(F)); and
7. Columbia Gas will notify Pipeline Safety when a leak occurs at a plastic fusion as soon as practical, but not to exceed the next business day following discovery (Paragraph 39(G)).

In consideration of Columbia Gas’s payment of a civil penalty and numerous remedial measures, I&E agrees that it has released Columbia Gas from all past claims that were or could have been made for monetary and/or other relief based on allegations associated with the investigation into visually unacceptable plastic socket fusions Tropical Avenue, Pittsburgh, Pennsylvania.

IV. Legal Standard for Settlement Agreements

Commission policy promotes settlements. *See* 52 Pa. Code § 5.231. Settlements lessen the time and expense that the Parties must expend on litigating a case and conserve precious administrative resources. Settlement results are often preferable to those achieved at

the conclusion of a fully litigated proceeding. “The focus of inquiry for determining whether a proposed settlement should be recommended for approval is not a ‘burden of proof’ standard, as is utilized for contested matters.” *Pa. Pub. Util. Comm’n, et al. v. City of Lancaster – Bureau of Water*, Docket Nos. R-2010-2179103, *et al.* (Order entered July 14, 2011) at p. 11. Instead, the benchmark for determining the acceptability of a settlement is whether the proposed terms and conditions are in the public interest. *Pa. Pub. Util. Comm’n v. Philadelphia Gas Works*, Docket No. M- 00031768 (Order entered January 7, 2004).

I&E submits that approval of the Settlement Agreement in the above-captioned matter is consistent with the Commission’s Policy Statement regarding *Factors and Standards for Evaluating Litigated and Settled Proceedings Involving Violations of the Public Utility Code and Commission Regulations* (“Policy Statement”), 52 Pa. Code § 69.1201; *See also Joseph A. Rosi v. Bell-Atlantic-Pennsylvania, Inc.*, Docket No. C- 00992409 (Order entered March 16, 2000). The Commission’s Policy Statement sets forth ten (10) factors that the Commission may consider in evaluating whether a civil penalty for violating a Commission order, regulation, or statute is appropriate, as well as whether a proposed settlement for a violation is reasonable and in the public interest. 52 Pa. Code § 69.1201.

The Commission will not apply the factors as strictly in settled cases as in litigated cases. 52 Pa. Code § 69.1201(b). While many of the same factors may still be considered, in settled cases, the Parties “will be afforded flexibility in reaching amicable resolutions to complaints and other matters as long as the settlement is in the public interest.” *Id.*

The first factor considers whether the conduct at issue was of a serious nature, such as willful fraud or misrepresentation, or if the conduct was less egregious, such as an administrative or technical error. Conduct of a more serious nature may warrant a higher

civil penalty while conduct that is less egregious warrants a lower amount. 52 Pa. Code § 69.1201(c)(1). I&E submits that the conduct alleged in the Complaint does not rise to the level of willful fraud or misrepresentation, but is of a more serious nature than a mere administrative error. I&E alleges that Columbia Gas's conduct includes the following: (1) failure to identify no less than 220 visually unacceptable fusions and saddle tee fusions on service lines and main lines; (2) failure to mark, label, or sign no less than 552 fusions according to Columbia Gas Standards; (3) allowed an unqualified contractor employee to perform and inspect plastic fusions; (4) failure to properly install no less than 44 saddle tee taps to a gas main line; (5) failure to capture and maintain accurate records of the pipeline components and personnel performing work on the pipeline; and (6) the aforementioned failures created an unsafe and hazardous condition and the occurrence of a pipeline failure and natural gas explosion at 448 Chestnut Street, Rimersburg, Pennsylvania.

I&E submits that any conduct involving the fusion and installation of plastic natural gas pipelines should be taken seriously due to the inherent danger involved if such pipelines should leak, rupture, or otherwise fail. While the third-party engineering analysis, performed by Exponent, and commissioned by Columbia Gas, found no correlation between a visual failure and fusion integrity, it is I&E's position that the visual acceptability standards should be diligently adhered to, so as to ensure the best possible outcomes for plastic fusions. Further, the actions and inactions of Columbia Gas described above constitute conduct that placed the public safety at risk, and therefore, I&E submits that the civil penalty is warranted in this case.

The seriousness of the conduct at issue is addressed in the costly and extensive, corrective measures that the Company has already taken and will take, as well as the

payment of the agreed-upon civil penalty and the agreement to forgo seeking recovery of the costs associated with the plastic fusion investigations and subsequent remediations for the projects identified in the Formal Complaint at this docket.

The second factor considers whether the resulting consequences of Columbia Gas's alleged conduct 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. 52 Pa. Code § 69.1201(c)(2). In this case, there were no fatalities, injuries, property damage, or natural gas explosions. As I&E has alleged, Columbia Gas's failure to identify visually fusions, failure to properly label fusions, allowing an unqualified individual to perform fusions, and failure to maintain accurate records, represented a threat to public safety.

The agreed-upon civil penalty and remedial measures of the Settlement acknowledge that serious consequences occurred and are designed to further enhance the safety of Columbia Gas's service and facilities, especially as it pertains reducing risks associated with fusions, enhance contractor oversight, assure the production of quality fusions, and enhance knowledge of its system.

The third factor to be considered under the Policy Statement is whether the alleged conduct was intentional or negligent. 52 Pa. Code § 69.1201(c)(3). "This factor may only be considered in evaluating litigated cases." *Id.* Whether Columbia Gas's alleged conduct was intentional or negligent does not apply since this matter is being resolved by settlement of the Parties.

The fourth factor to be considered is whether Columbia Gas has made efforts to change its practices and procedures to prevent similar conduct in the future. 52 Pa. Code §

69.1201(c)(4). In response to its investigation of the Tropical Avenue Project, and related projects, Columbia Gas has proactively implemented actions to correct the conduct at issue and prevent similar future conduct. The implemented actions include discontinuing the use of socket fusions, testing and analysis of the visually unacceptable fusions, implementation of a high accuracy GPS program, implementation of a Quality Assurance / Quality Control (“QA/QC”) program, enhanced management oversight of construction activities, implemented changes to the Construction Coordinator role that are designed to enhance time spent in the field overseeing construction activities, and implementation of a procedure for legacy plastic fusion inspections.

Additionally, Columbia Gas has agreed to take further remedial action. A comprehensive list of the remedial actions that Columbia Gas has agreed to undertake is outlined in the Settlement Agreement at Paragraph 39. Some of the more significant remedial actions include, but are not limited to: (1) amending its procedures to require the submission of a Facility Failure Report for all legacy production joints which are removed following a failure of a legacy plastic fusion visual inspection; (2) developing a process to incorporate the findings and locations of visually unacceptable fusions removed from service into the annual Columbia Gas DIMP program review; (3) implementing a fusion inspection documentation process to be used by Columbia Gas Construction Coordinators when evaluating fusions witnessed in the field; and (4) notifying Pipeline Safety when a leak occurs at a plastic fusion as soon as practical, but not to exceed the next business day following discovery.

Each of the remedial actions and commitments described at Paragraph 39 of the Settlement Agreement, address the alleged conduct at issue and are designed to prevent a

similar incident from occurring again. Notably, these actions will place Columbia Gas in a better position to oversee the construction and maintenance of its facilities, improve its quality control, and reduce risk in its existing and future facilities. The remedial actions demonstrate that Columbia Gas is taking appropriate actions to enhance the safety of its distribution system, improve the reliability of its operations, and prevent similar occurrences in the future. These improvements will provide a significant benefit to public safety.

The fifth factor to be considered relates to the number of customers affected by the Company's actions and the duration of the violations. 52 Pa. Code § 69.1201(c)(5). In this matter, there is no evidence that customers suffered adverse consequences such as loss of service or property damage.

The sixth factor to be considered relates to the compliance history of Columbia Gas. 52 Pa. Code § 69.1201(c)(6). An isolated incident from an otherwise compliant company may result in a lower penalty, whereas frequent, recurrent violations by a company may result in a higher penalty. *Id.* Columbia Gas has had a recent history of compliance issues in the preceding 10 year time period. In that time span, there were four significant settlements² entered into based on Columbia Gas's failure to follow the Code, Commission regulations, and/or the Code of Federal Regulations. It should be noted, as discussed below, the prior history mainly involved issues of over pressurization and vintage plastic fusions, an issue not present in the instant matter.

² A fifth, and comparatively minor, settlement was approved by the Commission on February 20, 2025 at *Pa. Pub. Util. Comm'n v. Columbia Gas of Pa., Inc.*, Docket No. M-2024-3038111. At this docket, Columbia Gas agreed to pay a civil penalty of \$9,000 and implement remedial measures to resolve allegations that a welding burn-through on a regulator station pipe was put into service.

In *Pa. Pub. Util. Comm'n v. Columbia Gas of Pa., Inc.*, Docket No. M-2016-2378672 (Order entered December 7, 2017), a settlement between I&E and Columbia Gas arose following two separate incidents of contractor employee injuries in 2013. The first incident occurred due to failure to warn a contractor employee reconnecting two pipeline segments that the section was still under pressure from an earlier test, resulting in the employee suffering a severe leg injury. The second incident involved a contractor employee who sustained injuries to his foot and ankle while working at the receiving end of a pigging operation. I&E investigations led to allegations that during both incidents Columbia Gas and its contractor failed to exercise reasonable care to reduce the hazards to which employees, customers, and others may be subjected. The Commission approved a settlement agreement wherein Columbia Gas agreed to pay a civil penalty amount of \$50,000.00 as a result of these serious employee safety-related incidents.

In *Pa. Pub. Util. Comm'n v. Columbia Gas of Pa., Inc.*, Docket No. M-2022-3012079 (Order entered August 3, 2023), Columbia Gas entered into a settlement agreement, in which, it agreed to pay a civil penalty of Nine-Hundred Ninety Thousand Dollars (\$990,000) following a natural gas explosion that caused injuries to four individuals and significant property damage. In this matter, I&E alleged that Columbia Gas was involved in a project to install a new main to increase or uprate the pressure of the existing main. I&E alleged that Columbia Gas failed to include the residence at 100 Park Lane on the Company's maps for the project, which led to the over pressurization of the house piping and appliances since the service line to the 100 Park Lane residence was not equipped with a service regulator at the time of the incremental pressure uprating. The source of the gas was determined to be leaks occurring around the gas appliances in the residence.

In *Pa. Pub. Util. Comm'n v. Columbia Gas of Pa., Inc.*, Docket No. M-2021-3005572 (Order entered August 24, 2023), Columbia Gas entered into a settlement agreement, in which, it agreed to pay a civil penalty of Five-Hundred Thirty-Five Thousand Dollars (\$535,000) following allegations of overpressure events. In this matter, I&E alleged overpressure events at two locations, one of which occurred over a course of twenty-six (26) days from May 16, 2018 to June, 12, 2018, at the Company's Rimersburg System and the other occurred over a course of four (4) days at the Company's distribution system in Fayetteville, Pennsylvania. I&E concluded that both of these incidents occurred due to inadequate use and maintenance of bypass valves, and the 22 subsequent leak of gas from such bypass valves causing the systems to overpressurize. No individual was harmed during the overpressure events, nor did any customer property damage occur as a result of those events.

In *Pa. Pub. Util. Comm'n v. Columbia Gas of Pa., Inc.*, Docket No. C-2023-3043425 (Order entered January 8, 2025), Columbia Gas entered into a settlement agreement, in which, it agreed to pay a civil penalty of Seven Hundred Thousand Dollars (\$700,000.00) following allegations of a vintage plastic fusion failure and a natural gas explosion on October 29, 2020, that resulted in significant property damage, but no injuries or fatalities. In this matter, I&E alleged Columbia Gas failed to properly heat fuse a plastic pipe when it was installed in 1982, did not adequately train its personnel on procedures related to documentation of prior confirmed leaks on Columbia Gas's facilities, failed to adequately and accurately complete a Facility Failure Report, and failed to provide copies of a root cause analysis report.

The seventh factor to be considered relates to whether the Company cooperated with the Commission's investigation. 52 Pa. Code § 69.1201(c)(7). "Facts establishing bad faith, active concealment of violations, or attempts to interfere with Commission investigations may result in a higher penalty." *Id.* Columbia Gas has been cooperative with the Commission investigation from the outset through the settlement process. Columbia Gas alerted I&E Pipeline Safety to the initial issues that sparked the investigation, despite the initial issues being non-reportable incidents. After alerting Pipeline Safety to the fusion issues, Columbia Gas cooperated with Pipeline Safety by conducting further investigations and validation digs to determine the extent and scope of the issues present. After discovery of the plastic fusion issues, Columbia Gas replaced and remediated all fusions that did not meet Columbia Gas Standards and implemented remedial actions as outlined in Paragraph 39(C) of the Settlement. Since the filing of the Complaint, Columbia Gas has been cooperative with I&E related to identifying policies and procedures, facilities, and training that can be further improved to assist Columbia Gas in enhancing the safety and reliability of service and to satisfy the commitments that I&E has required in the settlement process.

The eighth factor to be considered is the appropriate settlement amount necessary to deter future violations. 52 Pa. Code § 69.1201(c)(8). I&E submits that given the nature of Columbia Gas's conduct and the nature of the resulting consequences, a civil penalty amount of \$875,000.00, which is not tax deductible, nor recoverable from ratepayers, is an appropriate penalty payment in this case. I&E further submits that the monetary cost of Columbia Gas's performance of all the remedial measures and agreement to not seek recovery of the monetary costs associated with the plastic fusion investigations and

subsequent remediations for the projects is sufficient to deter Columbia Gas from committing future violations.

The ninth factor to be considered relates to past Commission decisions in similar situations. 52 Pa. Code § 69.1201(c)(9). I&E submits that the instant Settlement provides comparable or even superior relief to prior enforcement matters involving similar pipeline safety violations. The instant Settlement Agreement should be viewed on its own merits and is fair and reasonable. However, in looking at the relevant factors that are comparable to other pipeline matters involving pipeline safety violations that resulted in serious consequences, the instant Settlement is consistent with past Commission actions, in that a substantial civil penalty will be paid and numerous, valuable corrective actions to address the alleged violations will be or have been performed.

The tenth factor considers “other relevant factors.” 52 Pa. Code § 69.1201(c)(10). 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 fine or penalty, or other remedial action. Both Parties negotiate from their initial litigation positions. The fines and 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 Parties to move forward and to focus on implementing the agreed upon remedial actions and enhancing public safety.

In conclusion, I&E fully supports the terms and conditions of the Settlement Agreement. The terms of the Settlement Agreement reflect a carefully balanced compromise

of the interests of the Parties in this proceeding. The Parties believe that approval of this Settlement Agreement is in the public interest. Acceptance of this Settlement Agreement in its entirety avoids the necessity of further administrative and potential appellate proceedings at what would have been a substantial cost to the Parties.

WHEREFORE, I&E supports the Settlement Agreement as being in the public interest and respectfully requests that the Commission approve the Settlement in its entirety without modification.

Respectfully submitted,



Colby B. Widdowson
Prosecutor
PA Attorney ID No. 326185

Pennsylvania Public Utility Commission
Bureau of Investigation and Enforcement
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120
(717) 787-2139
cwiddowson@pa.gov

Dated: March 14, 2025

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission	:	
Bureau of Investigation and Enforcement,	:	
	:	
v.	:	Docket No. C-2023-3044398
	:	
Columbia Gas of Pennsylvania, Inc.,	:	

**COLUMBIA GAS OF PENNSYLVANIA, INC.’s
STATEMENT IN SUPPORT OF SETTLEMENT AGREEMENT**

Columbia Gas of Pennsylvania, Inc. (“Columbia Gas” or “the Company”), by and through its counsel, hereby respectfully submits its Statement in Support of the Settlement Agreement submitted in the captioned proceeding. The terms and conditions of the Settlement Agreement are in the public interest and represent a fair, just, reasonable, and equitable resolution of the matters described therein. Approval of the Settlement Agreement is consistent with the Commission’s *Policy Statement for Litigated and Settled Proceedings Involving Violations of the Public Utility Code and Commission Regulations*, 52 Pa. Code § 69.1201.

Columbia Gas and the Commission’s Bureau of Investigation and Enforcement (“I&E”) (Columbia Gas and I&E are referred to collectively as “the Parties”) engaged in extensive exchange of information and negotiation and, as a result, I&E and the Company have agreed upon the terms embodied in the Settlement Agreement. Columbia Gas submits that the Settlement Agreement is in the public interest, as supported by the following factors:

I. BACKGROUND

1. As described in the Joint Petition for Approval of Settlement (“Settlement” or “Settlement Agreement”), this Settlement resolves a Formal Complaint filed by I&E related to an infrastructure replacement project known as the “Tropical Avenue Project,” where natural gas

leakage from a failed socket fusion was discovered on July 27, 2020, at 1115 Tropical Avenue in Pittsburgh.

2. I&E and other bureaus with enforcement authority are the entities established by statute to initiate proceedings against public utilities that are prosecutory in nature. (*Delegation of Prosecutory Authority to Bureaus with Enforcement Responsibilities*, M-00940593, Order entered September 2, 1994), as amended by Act 129 of 2008, 66 Pa.C.S.A § 308.2(a)(11). Moreover, pursuant to Section 59.33(b) of the Commission's regulations, 52 Pa. Code § 59.33(b), I&E's Safety Division has the authority to enforce Federal pipeline safety laws and regulations set forth in 49 U.S.C.A. §§ 60101-60503 and as implemented at 49 CFR Parts 191-193, 195 and 199.

3. Columbia Gas has its principal place of business located in Canonsburg, Pennsylvania and at all times relevant to this proceeding was a public utility, as defined by 66 Pa.C.S. § 102, engaged in providing natural gas service to the public for compensation.

II. PARTIES' POSITIONS

4. The averments of I&E contained in the Settlement Agreement were formulated without the benefit of a hearing and certain averments are or may be disputed by Columbia Gas. As stated in Paragraph 35 of the Settlement, had this matter been fully litigated rather than resolved through this Settlement, Columbia Gas would have contended that it did not violate provisions of the Public Utility Code, Commission regulations, and/or Code of Federal Regulations.

5. The Parties' agreement to settle the matters described in I&E's averments was made without any admission or prejudice to any position that they might adopt during any subsequent administrative or court proceeding of whatever nature, including any necessary

subsequent litigation of the issues addressed in the Settlement Agreement if this settlement is rejected by the Commission or otherwise properly withdrawn by either of the parties.

III. SETTLEMENT AGREEMENT

6. The parties to the Settlement Agreement have engaged in extensive and detailed discussions with respect to the allegations described in Paragraph 33 of the Settlement Agreement and defenses relating to each of those allegations. The purpose of this Settlement Agreement is to resolve these matters without litigation in a manner that minimizes concerns regarding future similar events.

7. Columbia Gas has been cooperative and pro-active in addressing the concerns and alleged violations identified in Paragraph 33 of the Settlement Agreement.

8. Based upon the foregoing, under Paragraph 39 of the Settlement Agreement the parties have agreed to the entry of an Order directing as follows:

A. Civil Penalty:

Columbia Gas will pay a civil penalty in the amount of Eight Hundred Seventy-Five Thousand Dollars (\$875,000.00) pursuant to 66 Pa.C.S. § 3301(c). Said payment will be made within thirty (30) days of the entry date of the Commission's Final Order approving the Settlement Agreement. ***

*** The civil penalty will not be tax deductible pursuant to Section 162(f) of the Internal Revenue Code, 26 U.S.C.S. § 162(f). Columbia Gas will not seek recovery of any portion of any agreed upon total civil penalty amount in any future ratemaking proceeding.

B. Recovery of Costs to Implement:

Columbia Gas may not recover the costs associated with the plastic fusion investigations and subsequent remediations for the projects identified in the Formal Complaint at this docket.

C. Columbia Gas's Implemented Actions:

Since the alleged conduct at issue in the Formal Complaint, Columbia Gas has implemented the following actions designed to reduce risk associated with socket fusion, enhance contractor oversight, assure the production of quality fusions, and enhance knowledge of its system:

1. Columbia Gas has discontinued the use of socket fusion as a joining method, effective July 1, 2021.
2. Columbia Gas commissioned a third-party engineering analysis of visual failures referenced at this docket. The testing and analysis, performed by Exponent, did not identify a relationship between failing visual characteristics and loss of pressure integrity. In other words, the analysis found no correlation between a visual failure and fusion integrity.
3. Columbia Gas has implemented a high accuracy GPS program as part of its construction services infrastructure replacement program which allows for the collection and retention of asset information and photos (including fusion information). Columbia Gas is also exploring the potential for expanded use of GPS functionality to include operations and maintenance work in the future.
4. Columbia Gas has implemented a Quality Assurance / Quality Control ("QA/QC") program which reduces the risks from failure of its gas distribution pipeline by providing Quality Assurance and Quality Control of construction practices and construction oversight by a group separate and different from the construction coordinators.
5. Columbia Gas has enhanced its management oversight of construction activities through the development of Quality Assurance summary reports issued weekly and monthly that present findings from Construction QA/QC audits, which are reviewed by Construction leadership.
6. Columbia Gas has implemented changes to the Construction Coordinator role which are designed to enhance time spent in the field overseeing construction activities, including fusions. These changes include:
 - Construction Coordinator on-site observation requirements for Critical Tasks;
 - Critical Tasks include, but are not limited to: main pressure tests, main tie-ins/tapping/POD Stations, main purging, mainline abandonments, mainline bypassing, system uprates or requalification, and distribution main internal cleaning (pigging).

- Construction Coordinators’ observations vary based on the Critical Task.
 - Construction Coordinators are required to document the observations on the task-specific plan.
 - Digitization of paper documents designed to increase efficiency in the completion of required documentation; and
 - Increased headcount within the Gas Construction department to support job readiness, forecasting, tracking, permitting, etc. This includes the addition of 8 Project Manager (“PM”) positions which support projects across the state. The new PMs are responsible for tracking permits, coordinating scheduling, and planning with local authorities, among other things. The new PMs enable Construction Coordinators to witness more work in the field.
7. Columbia Gas developed Gas Standard (1300.020) “Legacy Plastic Fusion Inspection”, which sets requirements for the inspection of all in-service plastic fusion joints which are uncovered during the course of work on a pipeline. The procedure also outlines the criteria to be used in the evaluation of the fusion joints.

D. Facility Failure Reports:

Columbia Gas will amend its procedures to require the submission of a Facility Failure Report for all legacy production joints which are removed following a failure of a legacy plastic fusion visual inspection.

E. Inclusion of Visually Unacceptable Fusions in Columbia Gas’s DIMP:

Columbia Gas will develop a process to incorporate the findings and locations of visually unacceptable fusions removed from service into the annual Columbia Gas DIMP program review, including facility failure report information.

F. Fusion Inspection Documentation Process:

Develop a fusion inspection documentation process to be used by Columbia Gas Construction Coordinators when evaluating fusions witnessed in the field. Each Construction Coordinator will be expected to document no less than an average of four fusion inspections per month in a calendar year. Construction Coordinators should attempt to observe a variety of plastic fusion joint types and fusers, where possible. Columbia Gas will use reasonable efforts to ensure the documentation of inspections occurs at regular intervals throughout the year. After the first full year of implementation of this process the Company may adjust the minimum average number of fusion inspections

per month, as necessary, based upon inspection results and trends. The minimum average number of fusion inspections per month shall not fall below two. Results of these inspections will be made available to I&E for review, upon request. Columbia Gas will maintain records of any failures of plastic fusions that were put into service under this process and these records will be made available to I&E for review, upon request. Columbia may consult with and seek Pipeline Safety's approval to end the process. If Pipeline Safety does not approve ending the process after 10 years, Columbia may petition the Commission to end the process and Pipeline Safety may object to the petition. This process may be expanded upon the agreement of the Parties or upon Commission Order.

G. Notification of Plastic Fusion Leaks:

Columbia Gas will notify Pipeline Safety when a leak occurs at a plastic fusion as soon as practical, but not to exceed the next business day following discovery. Columbia may consult with and seek Pipeline Safety's approval to end this process, based on results and trends.

H. Implementation Timeline:

Unless otherwise specified, Columbia Gas will implement the above actions within six (6) months of a Commission Final Opinion and Order approving this Settlement.

9. Columbia Gas submits that the Settlement Agreement is in the public interest and, therefore, requests that the Commission approve the Settlement Agreement as in the public interest. The Settlement Agreement is expressly conditioned upon the Commission's approval under applicable public interest standards without modification, addition, or deletion of any term or condition herein. The Parties have agreed that if the Commission Order substantively modifies the terms of the Settlement Agreement, any party may give notice to the other that it is withdrawing from the Joint Petition for Approval of Settlement. Such notice must be in writing and must be given within twenty (20) business days of the issuance of the Final Order which adopts the Settlement Agreement with substantive modifications of its terms. In the event that a party withdraws from the Joint Petition for Approval of Settlement, I&E and Columbia Gas jointly agree that the Settlement Agreement shall be void and of no effect.

10. Nothing contained in the Settlement Agreement may be used or construed by any person as an admission of any fact by Columbia Gas. The Settlement Agreement is proposed by the Parties without any admission against, or prejudice to, any position which any party may adopt during any subsequent administrative or court proceeding of whatever nature.

IV. COMPLIANCE WITH THE COMMISSION’S POLICY STATEMENT ON LITIGATED AND SETTLED PROCEEDINGS INVOLVING VIOLATION OF THE PUBLIC UTILITY CODE AND COMMISSION REGULATIONS

11. Columbia asserts that approval of the Settlement Agreement is consistent with the Commission’s *Policy Statement for Litigated and Settled Proceedings Involving Violations of the Public Utility Code and Commission Regulations*, 52 Pa. Code § 69.1201 (“Policy Statement”).

12. Under this Policy Statement, the Commission will consider specific factors when evaluating settlements of alleged violations of the Public Utility Code and Commission’s Regulations. These factors are: (1) Whether the conduct at issue was of a serious nature, such as willful fraud or misrepresentation; (2) Whether the resulting consequences of the conduct at issue were of a serious nature, such as personal injury or property damage; (3) Whether the conduct at issue was deemed intentional or negligent (may only be considered when evaluating litigated cases); (4) Whether the regulated entity made efforts to modify internal policies and procedures to address the conduct at issue and prevent similar conduct in the future; (5) The number of customers affected and the duration of the violation; (6) The compliance history of the regulated entity that committed the violation; (7) Whether the regulated entity cooperated with the Commission’s investigation; (8) The amount of the civil penalty or fine necessary to deter future violations; (9) Past Commission decisions in similar situations; and (10) Other relevant factors. 52 Pa. Code § 69.1201(c).

13. When applied to settled cases, the Commission will not apply the standards as strictly as it will in litigated cases. 52 Pa. Code § 69.1201(b).

14. With regard to the first standard and starting point in the Policy Statement, whether the conduct at issue was of a serious nature, such as willful fraud or misrepresentation, there is no suggestion in the descriptions of alleged violations in the Settlement Agreement that Columbia Gas engaged in willful fraud or misrepresentation. The terms of the Settlement Agreement adequately take Columbia Gas's alleged conduct into account, while also taking the Company's response to the matter into consideration.

15. Regarding the second standard set out in the Policy Statement, whether the resulting consequences attributable to the conduct at issue were of a serious nature, Columbia Gas recognizes and acknowledges that the provision of natural gas service to the public is, by its nature, a serious matter and that leaking gas facilities can result in significant property damage, personal injury, and/or loss of life. Columbia Gas submits that the terms of the Settlement Agreement recognize the gravity of the matter at issue and that the corrective actions the Company has agreed to implement are designed to minimize the likelihood that a similar incident will occur in the future.

16. Since this is a settled matter, the third standard set out in the Policy Statement, whether the alleged conduct at issue was intentional or negligent, is not at issue.

17. Under the fourth standard in the Policy Statement, the Commission will consider modifications that may include activities such as training and improving company techniques and supervision, as well as the time it took to correct the conduct, and the involvement of top-level management in correcting the conduct. All of these considerations weigh in favor of approval of the Settlement in this matter. The Settlement Agreement describes Columbia Gas's commitments regarding fusion inspection documentation, DIMP modifications, and increased

oversight of construction activities, among other things, as described in Paragraph 39 the Settlement Agreement. With respect to the timing it has taken to make corrections, it is noteworthy that Columbia Gas implemented all of the following corrective measures before I&E's submission of the Formal Complaint:

- (a) discontinued socket fusion as a joining method, as described in Subparagraph 39(C)(1) of the Settlement Agreement;
- (b) replaced all visually unacceptable fusions found related to the projects identified in the Formal Complaint, as described in Subparagraph 23 of the Settlement Agreement;
- (c) commissioned a third-party engineering analysis of visual failures referenced at this docket as described in Subparagraph 39(C)(2) of the Settlement Agreement;
- (d) enhanced management oversight of construction activities through the development of Quality Assurance summary reports issues weekly and monthly, as described in Subparagraph 39(C)(5) of the Settlement Agreement;
- (e) increased efficiency for the Construction Coordinator role which are designed to enhance time spent in the field overseeing construction activities, including fusions, as described in Subparagraph 39(C)(6) of the Settlement Agreement.

These measures, as well as all remedial measures to be implemented in the future under the Settlement Agreement, have been reviewed and approved by the Company's senior management.

18. Regarding the fifth standard in the Policy Statement, gas service to the homeowner at 1115 Tropical Avenue was interrupted for a period of less than 5 hours while Columbia made repairs to the leak that initiated this proceeding. The homeowner was not evacuated while repairs were made. The leak was identified at 11:52 a.m. on July 27, 2020 and gas service was restored by 4:30 p.m. The duration of the event is reflected in the proposed civil penalty.

19. Regarding the sixth standard in the Policy Statement, in the past twelve years the Commission has assessed civil penalties ranging from \$9,000 to \$990,000 pursuant to settlements between Columbia Gas and I&E related to allegations of gas safety violations. *See* Docket Nos. M-2014-2306067; M-2016-2378672; M-2021-3005572; M-2022-3012079; C-2023-3043425, and; M-2024-3038111. The alleged conduct in the case that is the subject of the current Settlement Agreement is different than the conduct at issue in those prior matters. The civil penalty that Columbia Gas and I&E have agreed upon in the instant matter reflects that history. Columbia notes that the approval of the Settlement will result in the assessment of a civil penalty that is \$175,000 greater than that recently assessed against Columbia in Docket No. C-2023-3043425 which involved an explosion that resulted in significant property damage. In the present case, Columbia has agreed to a higher civil penalty even though the consequences of its alleged conduct were much less serious than in Docket No. C-2023-3043425.

20. Regarding the seventh standard in the Policy Statement, Columbia Gas maintains that the Company cooperated with I&E in its investigation. There are no facts alleged that would establish bad faith on the part of Columbia Gas or that it engaged in concealment of violations. Columbia submits that this factor weighs particularly in Columbia's favor since the leakage that occurred on July 27, 2020 at 1115 Tropical Avenue – and which resulted in I&E's investigation and allegations against Columbia in this matter – was not reportable under either Pennsylvania or Federal pipeline safety laws or regulations.

21. Regarding the eighth standard in the Policy Statement, Columbia Gas submits that the civil penalty of \$875,000 will adequately serve to deter future violations, especially in light of the non-monetary remedial measures under the Settlement Agreement that are meant to mitigate the risk of future occurrences like the matter that is the subject of this proceeding.

22. Regarding the ninth standard in the Policy Statement, as discussed in Paragraph 19, above, the alleged conduct in the case that is the subject of the current Settlement Agreement is different than the conduct at issue in prior matters involving Columbia. Again, Columbia has agreed to a higher civil penalty in this matter than in Docket No. C-2023-3043425 where the consequences of alleged its conduct were much more serious. Moreover, Columbia has agreed to a higher civil penalty than the civil penalty assessed against UGI in Docket No. C-2023-3044989 which involved conduct that resulted in the death of a motorist.

23. Regarding the tenth standard in the Policy Statement, Columbia Gas submits that that it is in the public interest to settle this matter so as to avoid the expense of litigation. Moreover, the Settlement is in the public interest through remedial measures that will promote gas safety and reliability in Columbia Gas's service territory that will benefit the public. Columbia further submits that its proactive implementation of corrective measures before I&E filed its Formal Complaint in this matter, as discussed above in paragraph 17 of this Statement in Support, is another relevant factor that weighs in favor of the Commission's approval of the Settlement.

24. Columbia Gas submits that both Parties' efforts have resulted in fair and equitable settlement that is in the public interest. The Commission has consistently encouraged settlements to avoid the time and expense associated with litigation. The Parties submit that the Settlement Agreement is in the public interest because it recognizes the gravity of the alleged incident, while effectively addressing and resolving the issues raised by the ensuing investigation, and avoids the time and expense of litigation, which would entail hearings, filings of briefs, exceptions, reply exceptions, and appeals. The Company has also agreed to pay a civil penalty and to comply with the Commission's Regulations. The Settlement Agreement clearly meets the standards set forth in Section 69.1201.

WHEREFORE, Columbia Gas of Pennsylvania, Inc. respectfully requests that the Pennsylvania Public Utility Commission adopt an order approving the terms of the Settlement Agreement as being in the public interest.

Respectfully submitted
COLUMBIA GAS OF PENNSYLVANIA, INC.

By:


Emily M. Farah (PA Atty ID 322559)
Sr. Counsel
NiSource Corporate Services Co.
121 Champion Way, Suite 100
Canonsburg, PA 15317
724-416-6321
efarah@nisource.com

Theodore J. Gallagher (PA Atty ID 90842)
Assistant General Counsel
NiSource Corporate Services Co.
121 Champion Way, Suite 100
Canonsburg, PA 15317
724-809-0525
tjgallagher@nisource.com

Candis A. Tunilo, Esquire (PA Atty ID 89891)
Sr. Counsel
NiSource Corporate Services Co.
800 N Third Street, Suite 204
Harrisburg, PA 17102
223-488-0794
ctunilo@nisource.com

Date: March 14, 2025

VERIFICATION

I, Matthew C. Miceli being the Manager of Operations Compliance and Risk Management for Columbia Gas of Pennsylvania, Inc., hereby state that the facts above set forth are true and correct (or are true and correct to the best of my knowledge, information and belief) and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements made herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

Date: March 11, 2025



Matthew C. Miceli
Columbia Gas of Pennsylvania, Inc.

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**


Pennsylvania Public Utility Commission,	:	
Bureau of Investigation and Enforcement	:	
	:	
v.	:	Docket No. C-2023-3044398
	:	
Columbia Gas of Pennsylvania, Inc.	:	

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the foregoing Joint Petition for Approval of Settlement upon the Parties, listed below, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a party).

Service by Electronic Mail:

Emily Farah, Esq.
Theodore J. Gallagher, Esq.
121 Champion Way, Suite 100
Canonsburg, PA 15317
efarah@nisource.com
tjgallagher@nisource.com
Counsel for Columbia Gas of Pennsylvania, Inc.



Colby B. Widdowson
Prosecutor
Bureau of Investigation and Enforcement
PA Attorney ID 326185
(717) 787-2139
cwiddowson@pa.gov

Date: March 14, 2025