

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission,	:	
Bureau of Investigation and Enforcement	:	
	:	
v.	:	C-2023-3044727
	:	
PPL Electric Utilities Corporation	:	

INITIAL DECISION

Before
F. Joseph Brady
Administrative Law Judge

INTRODUCTION

The Bureau of Investigation and Enforcement filed a Formal Complaint against PPL Electric Utilities Corporation alleging violations of the Underground Utility Line Protection Law, Act of October 30, 2017, P.L.806, No. 50, 73 P.S. §§ 176, *et seq.*, which were raised in connection with a June 22, 2022, strike on a 120/240-volt secondary service line at the Lakewood Hills Apartment Complex, 880 Dartmouth Street, Lower Paxton Township, Dauphin County, Pennsylvania. This Initial Decision approves the Joint Petition for Approval of Settlement of the Formal Complaint, without modification, as in the public interest.

HISTORY OF THE PROCEEDING

On December 7, 2023, the Bureau of Investigation and Enforcement (I&E) of the Pennsylvania Public Utility Commission (Commission) filed a Formal Complaint against PPL Electric Utilities Corporation (PPL or Respondent), alleging violations of the Underground Utility Line Protection Law, Act of October 30, 2017, P.L.806, No. 50 (hereinafter referred to as the “PA One Call Law”), 73 P.S. §§ 176, *et seq.*, which were raised in connection with a June 22, 2022, strike on a PPL 120/240 volt secondary service line at the Lakewood Hills Apartment Complex, 880 Dartmouth Street, Lower Paxton Township, Dauphin County, Pennsylvania. As relief, I&E requested that PPL pay a total civil penalty of \$25,000 and attend an educational program for facility owners through the Damage Prevention Committee and provide proof of compliance to the Commission.

On December 27, 2023, PPL filed an Answer in which it admitted in part, and denied in part, the material allegations of fact and conclusions of law in the Complaint.

By Notice dated January 12, 2024, a Call-In Telephonic Hearing was scheduled for March 8, 2024, and the matter was assigned to Administrative Law Judge (ALJ) Dennis J. Buckley.

A Prehearing Order was issued on February 2, 2024, advising the parties of the date and time of the scheduled Call-In Telephonic Hearing, and informing them of the procedures applicable to this proceeding.

On February 29, 2024, the Commission issued a Hearing Type Change Notice, converting the March 8, 2024 Call-In Telephonic Hearing to a Call-In Telephonic Prehearing Conference.

A Prehearing Conference Order was issued on February 29, 2024, advising the parties of the date and time of the scheduled Prehearing Conference, and informing them of the procedures applicable to this proceeding.

On March 6, 2024, I&E filed a Prehearing Memorandum.

On March 7, 2024, PPL filed a Prehearing Memorandum.

On March 8, 2024, the Call-In Telephonic Prehearing Conference was held as scheduled. Grant Rosul, Esquire, appeared on behalf of I&E. Devin T. Ryan, Esquire, appeared on behalf of PPL. After the Prehearing Conference was concluded, ALJ Buckley issued an Order directing the parties to advise him of their progress towards settlement every thirty days.

On August 9, 2024, I&E and PPL (Joint Petitioners) filed a Joint Petition for Approval of Settlement (Joint Petition or Settlement). The Joint Petition also includes each party's Statement in Support of the Joint Petition (I&E's Statement is Appendix "B" to the Settlement and PPL's Statement is Appendix "C" to the Settlement).

On October 31, 2024, I&E filed a Motion to Admit Joint Stipulation of Facts to the Record per ALJ Buckley's instruction.

On April 23, 2025, the Commission issued a judge change notice, reassigning this proceeding from ALJ Buckley to the undersigned.¹

¹ The record does not reflect any other activity from the October 31, 2024, filing of the Joint Stipulation of Facts and the April 23, 2025, judge change notice.

For the reasons discussed below, the Joint Petition is approved in its entirety, without modification, as in the public interest.

STIPULATED FACTS

The parties have stipulated to the following facts, which are repeated *verbatim* and retain the same paragraph numbering as the original:

1. On June 22, 2022, a worker from Precision Pipeline Solutions (“Precision Pipeline”), a third-party contractor, was hand-digging with a shovel to install new gas meters on behalf of UGI Utilities, Inc. — Gas Division (“UGI Gas”) in a grassy area outside of an apartment unit at the Lakewood Hills Apartment Complex at 880 Dartmouth Street, Lower Paxton Township, Dauphin County, Pennsylvania.
2. Precision Pipeline was excavating with a valid routine PA One Call ticket.
3. PPL had responded to the PA One Call ticket submitted by Precision Pipeline that their facilities were “field marked.”
4. However, a 120/240-volt secondary line belonging to PPL had been mismarked by PPL’s contractor, USIC, LLC (“USIC”).
5. While hand-digging with a shovel to expose marked communication lines, a worker from Precision Pipeline made contact with PPL’s 120/240-volt secondary wire.
6. As a result of contacting the live electric wire belonging to PPL, there was an arc flash, and the metal head of the shovel was deformed.

7. Emergency Services were called, and the worker was taken to the hospital where he was admitted and kept overnight for observation.

8. On June 23, 2022, PPL submitted its alleged violation report (“AVR”) with the Commission, thereby reporting the incident.

9. Because this PA One Call matter involved an injury, it was referred directly to I&E prosecutors and bypassed the Damage Prevention Committee. *See* 73 P.S. § 182.8(d).

10. On December 7, 2023, I&E filed a Complaint with the Commission at Docket No. C-2023-3044727. I&E's Complaint included allegations that:

a. On June 22, 2022, Precision Pipeline was excavating in a grassy area outside of an apartment unit at the Lakewood Hills Apartment Complex at 880 Dartmouth Street, Lower Paxton Township, Dauphin County;

b. The purpose of the excavation was to replace gas meters for UGI Gas;

c. Precision Pipeline was excavating under a valid, routine PA One Call Ticket;

d. PPL is the facility owner of electric lines and facilities, including the 120/240-volt secondary line, that run underground in the vicinity of the work site;

e. An underground electric line is a "line" or "facility" as defined in 73 P.S. § 176;

f. At all material times hereto, Respondent was a “facility owner” as defined in Section 73 P.S. § 176;

g. On June 21, 2022, PPL responded “FIELD MARKED” to Precision Pipelines’ routine ticket through the Pennsylvania One Call System (“POCS”) indicating that PPL had located and marked its underground lines at the work site;

h. Unbeknownst to Precision Pipelines, PPL’s contractor, USIC, had mismarked one of its lines in the area, specifically a 120/240-volt secondary line;

i. On June 22, 2022, while hand-digging with a shovel to uncover a marked communication line, one of Precision Pipelines workers made contact with PPL’s 120/240-volt secondary wire;

j. Upon making contact with the 120/240-volt secondary wire with the shovel, there was an arc flash, and the shovel head was deformed;

k. As a result, a worker for Precision Pipeline was injured. Emergency services were called, and the worker was taken to the hospital where he was admitted and kept overnight for observation;

l. On June 23, 2022, PPL submitted its AVR to the Commission; and

m. In its AVR, PPL stated that its electric line was mismarked.

11. In the Complaint, I&E requested that the Commission impose an administrative penalty upon Respondent in the amount of Twenty-Five Thousand Dollars (\$25,000.00) and require PPL to undergo education for facility owners provided through the Damage Prevention Committee.

12. On December 27, 2023, Respondent, through counsel, filed an Answer to I&E's Complaint at the above-referenced docket.

13. Subsequently, settlement discussion between the parties commenced.

14. On March 22, 2024, the parties reached a settlement in principle.

Joint Stipulation of Facts, at 1-3.

TERMS OF THE SETTLEMENT

The principal terms of the proposed settlement are contained in Section IV, Paragraphs 29-33, of the Joint Petition. For ease of reference, the settlement terms are cited below *in verbatim*, with subheadings and paragraph numbering retained as they appear in the Joint Petition.² The settlement terms are as follows:

29. Pursuant to the Commission's policy of encouraging settlements that are reasonable and in the public interest³, I&E and PPL met to discuss the case on several occasions, which culminated in this Settlement. The purpose of this Joint Petition for Approval of Settlement is to resolve this matter without further litigation. There has been no evidentiary hearing before any tribunal and no sworn testimony taken in I&E's Complaint proceeding docketed at C-2023-3044727.

30. The Settlement is a compromise of the allegations in the Complaint, which I&E intended to prove, and that PPL intended to disprove.

31. I&E and PPL, 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

² The footnotes contained in this section of this decision are original, but the numbering has been changed to be consistent with the footnote numbering used throughout this entire initial decision.

³ See 52 Pa. Code § 5.231(a).

Settlement without modification shall create the following rights and obligations:

- a. PPL will pay an administrative penalty in the amount of Twelve Thousand Five Hundred Dollars (\$12,500.00) pursuant to 73 P.S. § 182.10(b). Said payment shall be made within thirty (30) days of the entry date of the Commission's Final Order approving the Settlement Agreement and shall be made by certified check or money order payable to the "Commonwealth of Pennsylvania." The docket number of this proceeding, C-2023-3044727, shall be indicated with the certified check or money order and the payment shall be sent to:

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

The administrative penalty shall not be tax deductible pursuant to Section 162(f) of the Internal Revenue Code, 26 U.S.C.S. § 162(f).

32. Upon Commission approval of the Settlement in its entirety without modification and payment of the administrative penalty, I&E shall be deemed to have released PPL from all past claims that were made or could have been made for monetary and/or other relief based on allegations associated with the June 22, 2022, incident.

33. I&E and PPL jointly acknowledge that approval of this Settlement Agreement is in the public interest and fully consistent with the factors that the Commission must consider in determining the administrative penalty to be assessed for violations of the PA One Call Law, 73 P.S. § 182.10(b)(2).

Joint Petition for Approval of Settlement, at 7-8.

CONDITIONS OF SETTLEMENT

The conditions of the proposed settlement are contained in Section V, Paragraphs 34-38, of the Joint Petition. For ease of reference, the conditions are cited below *in verbatim*, with subheadings and paragraph numbering retained as they appear in the Joint Petition. The conditions are as follows:

34. This document represents the Settlement Agreement in its entirety. No changes to obligations set forth herein may be made unless they are in writing and are expressly accepted by the Parties. This Settlement Agreement shall be construed and interpreted under Pennsylvania law.

35. 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 the Settlement and may proceed with litigation 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 the other party within twenty (20) days after entry of an Order modifying the Settlement.

36. 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. It is further understood that, by entering into this Settlement Agreement, PPL 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. It is further understood that this Formal Complaint and Joint Settlement Petition shall not be considered by the Commission in any future proceedings, including but not limited to subsequent Formal Complaints, citations, or other alleged violations of the

PA One Call Law, for the purposes of assessing the administrative penalties set forth in 73 P.S. § 182.10.

37. 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. 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.

38. The terms and conditions of this Settlement Agreement constitute a carefully crafted package representing 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.

Joint Petition for Approval of Settlement, at 8-10.

LEGAL STANDARDS

The Pennsylvania Public Utility Commission is an 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 the Public Utility Code (Code), 66 Pa.C.S. §§ 101–3316. 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).

Section 182.10 of the PA One Call Law, 73 P.S. § 182.10, authorizes and obligates the Commission to execute and enforce the provisions of the PA One Call Law. Sections 182.8(c)-(d) and 182.10 of the PA One Call Law, 73 P.S. §§ 182.8(c)-(d) and 182.10, authorize the Commission to, *inter alia*, hear and determine complaints for violations of the PA One Call Law.

PPL is a “facility owner” as that term is defined in Section 176 of the PA One Call Law, 73 P.S. § 176. As it is a “public utility ... which owns or operates a line.” PPL, as a facility 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 facility owners to comply with the PA One Call Law.

Section 182.10(a) of the PA One Call Law authorizes the Commission to impose administrative penalties for violations of the PA One Call Law. 73 P.S. § 182.10(a). Section 182.10(b)(1)(i)-(ii) allows for the imposition of an administrative penalty not to exceed \$2,500 for each violation or, if the violation results in injury, death, or property damage of \$25,000 or more, an administrative penalty not to exceed \$50,000. 73 P.S. § 182.10(b)(1)(i)-(ii).

It is the policy of the Commission to encourage settlements. 52 Pa. Code § 5.231(a). Settlements eliminate the time, effort and expense of litigating a matter to its ultimate conclusion, which may entail review of the Commission’s decision by the appellate courts of Pennsylvania. Such savings benefit not only the individual parties, but also the Commission and all ratepayers of a utility, who otherwise may have to bear the financial burden such litigation necessarily entails.

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. When active parties in a proceeding reach a settlement, the principal issue for

Commission consideration is whether the agreement reached suits the public interest. In order to accept a settlement, the Commission must determine that the proposed terms and conditions are in the public interest. *Pa. Pub. Util. Comm'n v. CS Water & Sewer Assocs.*, 74 Pa.P.U.C. 767 (1991); *Pa. Pub. Util. Comm'n v. Phila. Elec. Co.*, 60 Pa.P.U.C. 1 (1985).

DISCUSSION

In the Settlement, I&E asserts that, if this matter had been fully litigated, I&E would have proffered evidence and legal arguments to support its allegations that PPL committed the following violation:

- a. PPL failed to stake, mark, locate, or otherwise provide the position of their underground lines at the work site so as to enable the excavator to employ prudent techniques to determine the precise location of the underground facilities and thus avoid damage to the facility and injury to persons. If proven, this is a violation of 73 P.S. § 177(5)(i).

Joint Petition, ¶ 27. PPL would have denied the alleged violation of the PA One Call Law had this matter been fully litigated. Joint Petition, ¶ 28.

The essential element to the resolution of this matter requires PPL to pay a civil penalty in the amount of \$12,500. Pursuant to Section 182.10(b)(2) of the PA One Call Law, the following factors shall be considered by the Commission 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.

- (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.

73 P.S. § 182.10(b)(2).

The Joint Petitioners addressed the foregoing factors in their Statements in Support. I&E asserted that PPL has a history of Compliance with the PA One Call Law and reacted accordingly in this instance when, after learning of the strike on its line, PPL submitted an Alleged Violation Report to the Pennsylvania One Call System informing the Commission's Damage Prevention Investigators of the incident. I&E Statement in Support (SIS) at 4. PPL also stated it has a good compliance history with the PA One Call Law, and the Company has retrained the contractors involved in the incident. PPL SIS at 3. PPL also points out that it fully cooperated with I&E's investigation. *Id.* at 4.

The Joint Petitioners asserted that the amount of property damage was minimal, but a worker employed by the excavator was injured when the worker made contact with a live electric line. I&E SIS at 4. As a result, emergency services were called, and the worker was kept overnight at a hospital for observation and discharged the next day. *Id.*; PPL SIS at 4.

I&E also asserted that the degree of threat to the safety of the public at large was minimal, as this was an active work zone with no members of the general public present. *Id.* However, I&E did warn that a mismarked underground electric line can

pose a serious threat to the health and safety of those working near it, as this incident shows. *Id.*

I&E asserted that the parties do not propose any mandated education, training, or modification to internal practices and procedures. *Id.*

Regarding culpability, I&E asserted that PPL's line was mismarked by its contractor due to a technical issue in tracing the line, but PPL is ultimately responsible for marking its own lines and recognizes that it bears responsibility for such. *Id.* at 4-5. PPL acknowledged that the lines were mismarked. PPL SIS at 4.

Additionally, I&E argued that the Commission should consider the difference in maximum penalties set forth in the PA One Call Law for ordinary violations versus violations that involve an injury, death, or property damage. I&E SIS at 5. The PA One Call Law increases the maximum penalty of \$2,500 for ordinary violations by 20-fold, or 2,000 percent, to \$50,000 for violations that involve an injury, death, or property damage of \$25,000 or more. 73 P.S. § 182.10(b)(1)(i)-(ii). I&E asserted that the administrative penalty of \$12,500 to be paid by PPL is one quarter of the maximum administrative penalty that could have been levied by the Commission. *Id.* I&E stated that one quarter of the maximum penalty of \$2,500 would be \$625. *Id.* Further, for a similar violation with similar facts, but which did not involve an injury, I&E stated \$625 would be commensurate with what it would accept to settle the matter. *Id.*

Finally, the Joint Petitioners asserted that the administrative penalty agreed to is sufficient to deter future violations of the PA One Call Law, but less than the amount sought by I&E in its Complaint, which represents a compromise that reflects the factors discussed above. *Id.* at 5; PPL SIS at 3.

DISPOSITION

For the reasons detailed by the parties, I agree that the Settlement is in the public interest, that the proposed civil penalty is appropriate, and therefore, that it should be approved. The Settlement provides for an appropriate civil penalty under the specific circumstances of this case. This penalty should serve as a deterrent to prevent a similar incident from occurring in the future. Additionally, approving the Settlement is in the public interest because it will avoid the substantial time and expense involved in litigating the issues in this proceeding. Accordingly, the Settlement will be approved without modification.

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the subject matter and the parties to this proceeding. 66 Pa.C.S. §§ 501(a), 701.
2. I&E is the entity established to prosecute complaints against public utilities and other entities subject to the Commission's jurisdiction. 66 Pa.C.S. § 308.2(a)(11).
3. The Commission is authorized and obligated to execute and enforce the provisions of the PA One Call Law. 73 P.S. § 182.10.
4. The Commission is authorized to hear and determine complaints for violations of the PA One Call Law. 73 P.S. § 182.8(c)-(d).
5. PPL is a "facility owner" as that term is defined in Section 176 of the PA One Call Law. 73 P.S. § 176.

6. The Commission is authorized to impose administrative penalties for violations of the PA One Call Law. 73 P.S. § 182.10(a).

7. The PA One Call Law allows for the imposition of an administrative penalty not to exceed \$2,500 for each violation or, if the violation results in injury, death, or property damage of \$25,000 or more, an administrative penalty not to exceed \$50,000. 73 P.S. § 182.10(b)(1)(i)-(ii).

8. Under the PA One Call Law, the following factors shall be considered by the Commission 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.
- (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.

73 P.S. § 182.10(b)(2).

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

10. The Joint Petition for Settlement is in the public interest as its terms provide for an appropriate resolution to I&E's Formal Complaint and the terms and

conditions contained in the Joint Petition for Settlement are just, reasonable, and in the public interest. *Pa. Pub. Util. Comm'n v. CS Water & Sewer Assocs.*, 74 Pa.P.U.C. 767 (1991); *Pa. Pub. Util. Comm'n v. Phila. Elec. Co.*, 60 Pa.P.U.C. 1 (1985).

ORDER

THEREFORE,

IT IS ORDERED:

1. That the Bureau of Investigation and Enforcement's Motion to Admit Joint Stipulation of Facts to the Record filed on October 31, 2024 is granted.
2. That the Joint Petition for Approval of Settlement filed on August 9, 2024, between the Commission's Bureau of Investigation and Enforcement and PPL Electric Utilities Corp. is approved in its entirety without modification.
3. That within thirty (30) days of the date this Order becomes final, PPL Electric Utilities Corp. shall pay Twelve Thousand Five Hundred dollars (\$12,500), which consists of the entirety of the administrative penalty amount. Said payment shall be made by certified check or money order payable to "Commonwealth of Pennsylvania" and shall be sent to:

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

4. That the administrative penalty shall not be tax deductible under Section 162(f) of the Internal Revenue Code, 26 U.S.C.S. § 162(f) or passed through as an additional charge to PPL Electric Utilities Corporation customers in Pennsylvania.

5. That a copy of this Opinion and Order shall be served upon the Financial and Assessment Chief, Office of Administrative Services.

6. That the above-captioned matter shall be marked closed upon receipt of PPL's payment of the administrative penalty.

Date: June 12, 2025

_____/s/
F. Joseph Brady
Administrative Law Judge