



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

BUREAU OF
INVESTIGATION
&
ENFORCEMENT

August 27, 2025

Via Electronic Filing

Matthew L. Homsher, 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.
Pronto Plumbing & Drain, Inc. d/b/a Pronto Plumbing Heating Air Drains
Docket No. C-2025-3055920
Joint Petition for Approval of Settlement

Dear Secretary Homsher:

Enclosed for electronic filing is the Joint Petition for Approval of Settlement in the above-referenced proceeding, as well as the following Appendices: Appendix A - Joint Proposed Conclusions of Law and Ordering Paragraphs; Appendix B –the Statement in Support of the Bureau of Investigation and Enforcement; and Appendix C – the Statement in Support of Pronto Plumbing & Drain.

Copies have been served on the 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 & Enforcement
PA Attorney ID No. 326185
(717) 787-2139
cwiddowson@pa.gov

CBW/ac
Enclosures

cc: Administrative Law Judge Charece Z. Collins (via email – charcollin@pa.gov)
Michael L. Swindler, Deputy Chief Prosecutor, I&E (via email – mwindler@pa.gov)
As per Certificate of Service

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission,	:	
Bureau of Investigation and Enforcement	:	
	:	
v.	:	Docket No. C-2025-3055920
	:	
Pronto Plumbing & Drain, Inc. d/b/a	:	
Pronto Plumbing Heating Air Drains	:	

JOINT PETITION FOR APPROVAL OF SETTLEMENT

TO ADMINISTRATIVE LAW JUDGE CHARECE COLLINS:

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 Pronto Plumbing & Drain, Inc. d/b/a Pronto Plumbing Heating Air Drains (“Pronto Plumbing,” “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” or “Matter”) proceeding. The Complaint alleges violations of the Underground Utility Line Protection Law (“UULPL” or “PA One Call Law”) in connection with a strike on a gas line operated by UGI Utilities, Inc. (“UGI”) while excavating on December 13, 2022, at 3204 Crest Road, Harrisburg, Dauphin County, Pennsylvania. As part of this Settlement Agreement, I&E and Pronto Plumbing (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 Pronto Plumbing 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 Pronto Plumbing & Drain, Inc. d/b/a Pronto Plumbing Heating Air Drains, with a principal place of business of 1111 Primrose Avenue, Camp Hill, PA 17011.

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 182.8(c)-(d) and Section 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 against excavators for violations of the PA One Call Law and to enforce the provisions of the PA One Call Law. 73 P.S. §§ 182.8(c)-(d) and 182.10.

5. Section 182.8(c)(2) of the PA One Call Law, 73 P.S. § 182.8(c)(2), authorizes the Commission’s prosecutor staff to bring a formal complaint against entities subject to the PA One Call Law. 73 P.S. § 182.8(c)(2).

6. Section 182.10 of the PA One Call Law, 73 P.S. § 182.10(b)(1)(i)-(ii), authorizes the Commission to impose administrative penalties on any person or corporation, subject to the PA One Call Law, who violates any provisions of the PA One Call Law or any regulation or order issued thereunder governing underground utility lines, of up to \$2,500 per violation or if the violation results in injury, death, or property damage of \$25,000 dollars or more an administrative penalty not to exceed \$50,000. 73 P.S. § 182.10(b)(1)(i)-(ii).

7. Pronto Plumbing meets the definition of an “excavator,” as that term is defined in Section 176 of the PA One Call Law, 73 P.S. § 176.¹ Section 180 of the PA One Call Law, 73 P.S. § 180, imposes duties and responsibilities upon excavators.

II. BACKGROUND

8. On December 12, 2022, Pronto Plumbing provided the homeowner of 3204 Crest Road, Harrisburg, PA with a revised, written estimate for the excavation and replacement of an outside sewer line. On November 4, 2022, Pronto had performed multiple estimates at 3204 Crest Road, after identifying that the cause of back-up sewage into the basement was a significant “belly” in the sewer line, which was holding liquid and solid contents in the line instead of safely draining the liquid and contents to the utility’s main line.

¹ “Excavator” is defined as any person who or which performs excavation or demolition work for himself or for another person.” 73 P.S. § 176. “Excavation work” is defined as “the use of powered equipment or explosives in the movement of earth, rock or other material, and includes, but is not limited to, anchoring, augering, backfilling, blasting, boring, digging, ditching, drilling, driving-in, grading, plowing-in, pulling-in, ripping, scraping, trenching and tunneling.” *Id.*

9. On December 12, 2022 at 1:15 p.m., Pronto Plumbing placed a locate request, ticket number 20223461851, (“Locate Ticket”) to the Pennsylvania Once Call System for 3204 Crest Road.

10. The Locate Ticket indicated that the excavation was an “emergency” and Pronto Plumbing would be performing an emergency excavation the following day, December 13, 2022 at 8:00 a.m., to repair a sewer line because “sewage is backing up into the basement.”

11. UGI distributes natural gas to 3204 Crest Road via a coated steel service line.

12. The coated steel service line entered the basement of 3204 Crest Road where the meter set and service regulator were located.

13. UGI responded to Pronto Plumbing’s Locate Ticket on December 12, 2022 at 1:18 p.m. that there was a conflict with the proposed excavation because of nearby lines and direct contact by facility owner would follow.

14. Prior to Pronto Plumbing beginning excavation, UGI did not mark its natural gas distribution pipeline at 3204 Crest Road.

15. At approximately 8:17 a.m. on December 13, 2022, Pronto Plumbing’s excavation crew arrived at 3204 Crest Road to begin work on the sewer repair. Pronto employees initially began excavation using the technique of digging by hand.

16. Pronto Plumbing’s excavation crew, using hand-shoveling and removing spoils with a mechanical excavator, began excavation at 3204 Crest Road.

17. At some time between 8:51 a.m. and 9:06 a.m. on December 13, 2022, Pronto Plumbing’s excavation crew struck and damaged UGI’s natural gas service line at 3204 Crest Road.

18. The damage to the natural gas service line created a large kink in the line, split the seam, and completely separated the service line from the pressure reducing valve located inside the house.

19. The damage to the natural gas service line resulted in a rupture of the line and a natural gas leak.

20. At 9:02 a.m. on December 13, 2022, Dauphin County 911 Dispatch dispatched a crew from Progress Fire Department to respond to a reported gas leak at 3204 Crest Road.

21. At 9:04 a.m. on December 13, 2022, Pronto Plumbing called PA One Call System and placed a renotify request at the Locate Ticket for UGI to mark their lines.

22. Pronto Plumbing's renotify request was completed and submitted at 9:07 a.m., the same day.

23. After the gas line strike, Pronto Plumbing's crew evacuated the occupants of 3204 Crest Road and opened the first-floor windows of the residence.

24. The escaping natural gas continued to flow inside the basement of the residence.

25. At 9:30 a.m., the accumulated natural gas in the residence at 3204 Crest Road ignited, resulting in a natural gas explosion.

26. The natural gas explosion and secondary fire destroyed 3204 Crest Road, damaged three surrounding homes, and injured two people. The property damage exceeded \$25,000.00. The injured persons were treated at a hospital and released the same day.

27. The results of I&E's investigation formed the basis for I&E's Complaint that was filed with the Commission on June 25, 2025 at Docket No. C-2025-3055920. The Complaint included the following allegations:

- a. Pronto Plumbing failed to employ prudent techniques in its excavation when there was insufficient information to safely excavate.
- b. Pronto Plumbing failed to use due care by using a mechanical excavator in an area that had not yet been marked by UGI resulting in a line strike, gas leak, and gas explosion.
- c. Pronto Plumbing failed to immediately notify the facility owner or submit notification through the One Call System of the damage to the natural gas distribution pipeline made during excavation or the subsequent escape of flammable gas.
- d. Pronto Plumbing failed to renotify the One Call System of the apparent unmarked natural gas distribution pipeline prior to commencing excavation.

28. In its Complaint, I&E made several requests for relief, including that the Commission: (1) find Pronto Plumbing to be in violation of the PA One Call Law for each of the Five (5) counts set forth in I&E's Complaint; (2) impose a statutory maximum administrative penalty upon Pronto Plumbing in the amount of Fifty Thousand Dollars (\$50,000.00); (3) order Pronto Plumbing to attend Online Compliance Training through the Pennsylvania One Call System for excavators; and (4) order such other remedies as the Commission may deem appropriate.

29. On July 7, 2025, Pronto Plumbing, through counsel, filed a motion for an extension of time in which to file a response to the Formal Complaint.

30. On July 8, 2025, the Secretary granted the request for an extension to July 28, 2025, for Pronto Plumbing to file an Answer.

31. On July 25, 2025, Pronto Plumbing filed an Answer to the Complaint in which Pronto Plumbing denied the allegations in I&E's Complaint as well as several factual averments in the Complaint.

32. I&E and Pronto Plumbing thereafter actively engaged in settlement discussions, and have filed the instant Settlement.

III. ALLEGED VIOLATIONS

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

- a. Pronto Plumbing failed to employ prudent techniques in its excavation when there was insufficient information to safely excavate. If proven, this is a violation of 73 P.S. § 180(4) (Excavators, Duties).
- b. Pronto Plumbing failed to use due care by using a mechanical excavator in an area that had not yet been marked by UGI resulting in a line strike, gas leak, and gas explosion. If proven, this is a violation of 73 P.S. § 180(5) (Excavators, Duties).
- c. Pronto Plumbing failed to immediately notify the facility owner or submit notification through the One Call System of the damage to the natural gas distribution pipeline made during excavation or the subsequent escape of flammable gas. If proven, this is a violation of 73 P.S. §§ 180(7) and (8) (Excavators, Duties).
- d. Pronto Plumbing failed to renotify the One Call System of the apparent unmarked natural gas distribution pipeline prior to commencing excavation. If proven, this is a violation of 73 P.S. § 180(20) (Excavators, Duties).

IV. ALLEGED DEFENSES

34. If this matter had been litigated rather than resolved through an exchange of information and Settlement discussions, Pronto Plumbing would have contended that it did not violate the provisions of the PA One Call Law as alleged in the Complaint.

V. SETTLEMENT TERMS

35. Pursuant to the Commission's policy of encouraging settlements that are reasonable and in the public interest,² I&E and Pronto Plumbing 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 related to the December 13, 2022 incident at 3204 Crest Road in Harrisburg, Pennsylvania that triggered I&E's Complaint against Pronto ("Matter") completely without further litigation. Although I&E filed a Formal Complaint, there has been no evidentiary hearing before the Commission, and no sworn testimony has been taken in this proceeding related to the incident and this Matter.

36. The Settlement is a compromise of a disputed complaint, which I&E intended to prove, and that Pronto Plumbing intended to disprove. Pronto makes no admission of fault, wrongdoing, or liability herein and reserves its rights to dispute any and all issues of fact or law 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. This Settlement shall not be used by any other person or entity as a concession or admission of fact or law and is inadmissible in any other proceeding, including but not limited to any civil proceedings, under Rule 408 of the Pennsylvania Rules of Evidence. The settlement is not the result of any decision, adjudication, sworn testimony, or evidentiary hearing before any tribunal.

² See 52 Pa. Code § 5.231(a).

37. 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.

38. I&E and Pronto Plumbing, 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. Administrative Penalty:

Pronto Plumbing will pay an administrative penalty in the amount of Thirty-Five Thousand Dollars (\$35,000.00) pursuant to 73 P.S. § 182.10(b). Said payment will 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-2025-3055920, will be indicated and the payment will be sent to:

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

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

B. Robust Educational and Safety Training and Updates to Corporate Policy for New Employee Training:

Current Pronto Plumbing employees responsible for excavation activities will attend additional Online Compliance Training through the Pennsylvania One Call System for excavators, successfully complete the Compliance Excavator Test, and provide proof of compliance to the Commission within 30 days of entry of the Commission's Final Order approving the Settlement Agreement.

Current Pronto Plumbing employees responsible for excavation activities will attend The Excavator Program and the Tolerance Zone training offered by Pennsylvania One Call in person. Pronto Plumbing will provide proof of compliance to the Commission within 1 year of entry of the Commission's Final Order approving the Settlement Agreement.

Pronto Plumbing will revise and update its internal corporate policies to ensure that all new employees responsible for excavation activities will attend the Online Compliance Training through the Pennsylvania One Call System for excavators as well as attend the first locally available The Excavator Program and the Tolerance Zone training offered by Pennsylvania One Call.

Pronto Plumbing will continue training its employees on safety, best practices, and the Pennsylvania One Call System for excavators, including continued attendance at Pennsylvania Safety Days in York, Pennsylvania. Pronto Plumbing will detail these safety initiatives in a compliance filing made with the Commission for informational purposes each year for three years after the Commission Order approving the Settlement. Included in that compliance filing will be a log detailing Pronto Plumbing employee participation and completion of various excavator trainings. Pronto Plumbing will also explain in that compliance filing how Pronto Plumbing trains new employees on safety measures and best practices.

Pronto Plumbing will make the Pennsylvania 811 Users Guide and the Common Ground Alliance's (CGA) Best Practices Guide available to all employees who are responsible for excavation activities.

C. Meeting with PA One Call Liaison:

At a time of mutual convenience within six months of entry of the Commission's Final Order approving the Settlement Agreement, Pronto Plumbing will meet with the PA One Call Liaison in its region to review best practices around Pennsylvania One Call System for excavators and to understand the Damage Prevention Committee's role in implementing the Underground Utility Line Protection Law.

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

40. Following the performance of the non-monetary remedial measures referenced above, Pronto Plumbing will file with the Commission a verification acknowledging that the non-monetary, remedial measures have been met or complied with, pursuant to 52 Pa. Code § 5.591.

41. 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 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 Pronto Plumbing, respectively, setting forth the bases upon which the Parties believe the Settlement Agreement is in the public interest.

VI. CONDITIONS OF SETTLEMENT

42. This document represents the Settlement Agreement in its entirety and constitutes a negotiated resolution solely of the above-referenced proceeding at Docket No. C-2025-3055920. 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.

43. 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.

44. 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.

45. 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).

46. 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, Pronto Plumbing has made no concession or admission of fact or law and may dispute all issues of fact and law for all purposes in any 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 person or entity as a concession or admission of fact or law.

47. 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.

48. 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.

49. The Settlement, including all terms, representations and conditions therein, are the result of negotiations and compromises between the Joint Petitioners and therefore shall not be admissible in any civil proceeding in accordance with Pennsylvania Rule of Evidence 408 and Federal Rule of Evidence 408.

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 Pronto Plumbing & Drain, Inc. d/b/a Pronto Plumbing Heating Air Drains respectfully request that the Commission issue an Order granting the Joint Petition for Approval of Settlement and 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,

Pronto Plumbing & Drain, Inc. d/b/a Pronto
Plumbing Heating Air Drains

By: 
Colby B. Widdowson
Prosecutor
PA Attorney ID No. 326185
Pennsylvania Public Utility Commission
Bureau of Investigation and Enforcement
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Harrisburg, PA 17120
cwiddowson@pa.gov

By: _____
Barry Kindt, President
Pronto Plumbing & Drain, Inc.
1111 Primrose Avenue
Camp Hill, PA 17011

Date:

Date: August 27, 2025

By: _____
Kenneth Stark, Esq.
Victoria A. Geddis, Esq.
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Counsel for Pronto Plumbing & Drain, Inc.


Date:

Pennsylvania Public Utility Commission,
Bureau of Investigation and Enforcement

Respectfully Submitted,

Pronto Plumbing & Drain, Inc. d/b/a Pronto
Plumbing Heating Air Drains

By: _____
Colby B. Widdowson
Prosecutor
PA Attorney ID No. 326185
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cwiddowson@pa.gov

By:  _____
Barry Kindt, President
Pronto Plumbing & Drain, Inc.
1111 Primrose Avenue
Camp Hill, PA 17011

Date: August 27, 2025


By: _____
Kenneth Stark, Esq.
Victoria A. Geddis, Esq.
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Date:

Counsel for Pronto Plumbing & Drain, Inc.

Date: August 27, 2025

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission, :
Bureau of Investigation and Enforcement :
v. : Docket No. C-2025-3055920
Pronto Plumbing & Drain, Inc. d/b/a :
Pronto Plumbing Heating Air Drains :

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

A. Proposed Conclusions of Law

1. Section 182.8(c)-(d) and Section 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 against excavators for violations of the PA One Call Law and to enforce the provisions of the PA One Call Law. 73 P.S. §§ 182.8(c)-(d) and 182.10.

2. Pronto Plumbing meets the definition of an “excavator,” as that term is defined in Section 176 of the PA One Call Law, 73 P.S. § 176. Pronto Plumbing, as an excavator, is subject to the authority of this Commission pursuant to Section 182.10 of the PA One Call Law, 73 P.S. § 182.10, which requires excavators to comply with the PA One Call Law.

3. Section 182.10 of the PA One Call Law, 73 P.S. § 182.10(b)(1)(i)-(ii), authorizes the Commission to impose administrative penalties on any person or corporation, subject to the PA One Call Law, who violates any provisions of the PA One Call Law or any regulation or order issued thereunder governing underground utility lines, of up to \$2,500 per violation or if the violation results in injury, death, or property damage of \$25,000 dollars or more an administrative penalty not to exceed \$50,000. 73 P.S. § 182.10(b)(1)(i)-(ii).

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

5. The Commission shall consider six factors in determining the administrative penalty to be assessed as identified at 73 P.S. § 182.10(b)(2).

6. The Joint Petition for Settlement submitted by I&E and Pronto Plumbing, including the \$35,000 administrative penalty and numerous remedial measures is reasonable and in the public interest.

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

B. Proposed Ordering Paragraphs

1. That the Joint Settlement Petition filed on August 27, 2025 between the Commission’s Bureau of Investigation and Enforcement and Pronto Plumbing & Drain, Inc. d/b/a Pronto Plumbing Heating Air Drains is granted and the terms of the Settlement Agreement are approved in their entirety without modification.

2. That, in accordance with Section 182.10(b) of the Underground Utility Line Protection Law, 73 P.S. § 182.10(b), within thirty (30) days of the date this Order becomes final, Pronto Plumbing & Drain, Inc. shall pay an administrative penalty of Thirty-Five Thousand Dollars (\$35,000.00). Said payment shall be made by certified check or money order payable to “Commonwealth of Pennsylvania” and shall be sent to::

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

3. That the administrative penalty will not be tax deductible.

4. That upon fulfillment of the non-monetary, remedial measures set forth in Paragraph 38 of the Joint Petition for Settlement, Pronto Plumbing & Drain, Inc. will file with the Commission a verification acknowledging compliance with the non-monetary remedial measures, 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 administrative penalty and the verifications acknowledging that the non-monetary remedial measures set forth in Paragraph 38 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-2025-3055920
 :
Pronto Plumbing & Drain, Inc. d/b/a :
Pronto Plumbing Heating Air Drains :

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

TO ADMINISTRATIVE LAW JUDGE CHARECE COLLINS:

Pursuant to 52 Pa. Code §§ 5.231 and 5.232 and 73 P.S. § 182.10(b)(2), 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 Pronto Plumbing & Drain, Inc. d/b/a Pronto Plumbing Heating Air Drains (“Pronto Plumbing,” “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.

¹ I&E and Pronto Plumbing are collectively referred to herein as the “Parties.”

I. Background

I&E conducted an in-depth investigation into a Pronto Plumbing strike on a gas line operated by UGI Utilities, Inc. (“UGI”) while excavating on December 13, 2022, at 3204 Crest Road, Harrisburg, Dauphin County, Pennsylvania. The damage to the natural gas service line resulted in a rupture of the line and a natural gas leak. The released natural gas accumulated in the residence at 3204 Crest Road and ignited, resulting in a natural gas explosion and secondary fire that destroyed 3204 Crest Road, damaged three surrounding homes, and injured two people. The results of the investigation formed the basis for the allegations set forth in I&E’s Formal Complaint (“Complaint”), which was filed on June 25, 2025.

The crux of I&E’s Complaint alleged that Pronto Plumbing began excavation in an area that did not have the natural gas facilities located and marked by UGI and Pronto Plumbing failed to use due care and prudent techniques during the excavation. These actions resulted in damage to a natural gas facility, released natural gas, extensive property damage, and injuries. I&E’s Complaint alleged the following specific violations of the of the Underground Utility Line Protection Law (hereinafter referred to as the “PA One Call Law”) at:

- a. 73 P.S. § 180(4) (Excavators, Duties) in that Pronto Plumbing failed to employ prudent techniques in its excavation when there was insufficient information to safely excavate;
- b. 73 P.S. § 180(5) (Excavators, Duties) in that Pronto Plumbing failed to use due care by using a mechanical excavator in an area that had not yet been marked by UGI resulting in a line strike, gas leak, and gas explosion;
- c. 73 P.S. §§ 180(7) and (8) (Excavators, Duties) in that Pronto Plumbing failed to immediately notify the facility owner or submit notification through the One

Call System of the damage to the natural gas distribution pipeline made during excavation or the subsequent escape of flammable gas; and

- d. 73 P.S. § 180(20) (Excavators, Duties) in that Pronto Plumbing failed to renotify the One Call System of the apparent unmarked natural gas distribution pipeline prior to commencing excavation.

I&E's Complaint sought relief in the form of the statutory maximum administrative penalty of \$50,000.00,² as well as the attendance at the Online Compliance Training for excavators through the Pennsylvania One Call System.

On July 7, 2025, Pronto Plumbing, through counsel, filed a motion for an extension of time in which to file a response to the Formal Complaint. On July 8, 2025, the Secretary granted the request for an extension to July 28, 2025, for Pronto Plumbing to file an Answer. On July 25, 2025, Pronto Plumbing filed an Answer to the Complaint in which Pronto Plumbing denied the allegations in I&E's Complaint.

The Parties have filed a Joint Petition for Approval of Settlement in the instant matter resolving all issues between I&E and Pronto Plumbing. 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. Importantly, Pronto Plumbing has

² Section 182.10(b)(1)(i)-(ii) of the PA One Call Law, 73 P.S. § 182.10(b)(1)(i)-(ii), authorizes the Commission to impose an administrative penalty of up to \$2,500 for each violation of the PA One Call Law or if the violation results in injury, death, or property damage of \$25,000 or more, an administrative penalty of up to \$50,000.

been cooperative with I&E related to identifying policies, procedures, and training that can be further improved to assist Pronto Plumbing in enhancing damage prevention to underground lines and facilities 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 excavation activities and it will put Pronto Plumbing, and its employees, in a better position to perform excavation safely and in compliance with the One Call Law.

I&E intended to prove the factual allegations set forth in its Formal Complaint at hearing and which Pronto Plumbing 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 an administrative 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 Pronto Plumbing have agreed to a substantial administrative penalty and remedial measures which enhance safety and directly respond to the allegations raised in the Formal Complaint. The Settlement terms are as follows:

1. Administrative Penalty (Paragraph 38(A)):
 - a. Pronto Plumbing will pay an administrative penalty of Thirty-Five Thousand Dollars (\$35,000.00), which will not be tax deductible;
2. Robust Educational and Safety Training and Updates to Corporate Policy for New Employee Training (Paragraph 38(B)):
 - a. Current Pronto Plumbing employees responsible for excavation activities will attend additional Online Compliance Training through the Pennsylvania One Call System for excavators, successfully complete the Compliance Excavator Test, and provide proof of compliance to the Commission within 30 days of entry of the Commission's Final Order approving the Settlement Agreement;
 - b. Current Pronto Plumbing employees responsible for excavation activities will attend The Excavator Program and the Tolerance Zone training offered by Pennsylvania One Call in person. Pronto Plumbing will provide proof of compliance to the Commission within 1 year of entry of the Commission's Final Order approving the Settlement Agreement.
 - c. Pronto Plumbing will revise and update its internal corporate policies to ensure that all new employees responsible for excavation activities will attend the Online Compliance Training through the Pennsylvania One Call System for excavators as well attend the first locally available The Excavator Program and the Tolerance Zone training offered by Pennsylvania One Call;
 - d. Pronto Plumbing will continue training its employees on safety, best practices, and the Pennsylvania One Call System for excavators, including continued attendance at Pennsylvania Safety Days in York, Pennsylvania. Pronto Plumbing will detail these safety initiatives in a compliance filing made with the Commission for informational purposes each year for three years after the Commission Order approving the Settlement. Included in that compliance filing will be a log detailing Pronto Plumbing employee participation and completion of various excavator trainings. Pronto Plumbing will also explain in that compliance filing how Pronto Plumbing trains new employees on safety measures and best practices; and
 - e. Pronto Plumbing will make the Pennsylvania 811 Users Guide and the Common Ground Alliance's (CGA) Best Practices Guide available to all employees who are responsible for excavation activities.

3. Meeting with PA One Call Liaison (Paragraph 38(C)):
 - a. At a time of mutual convenience within six months of entry of the Commission’s Final Order approving the Settlement Agreement, Pronto Plumbing will meet with the PA One Call Liaison in its region to review best practices around Pennsylvania One Call System for excavators and to understand the Damage Prevention Committee’s role in implementing the Underground Utility Line Protection Law.

In consideration of Pronto Plumbing’s payment of an administrative penalty and numerous remedial measures, I&E agrees that it has released Pronto Plumbing 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 the strike on a UGI gas line on December 13, 2022 at 3204 Crest Road, Harrisburg, Dauphin County, 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 factors outlined by statute in Section 182.10 of the PA One Call Law.

73 P.S. § 182.10(b)(2). Section 182.10 sets forth six (6) factors that the Commission shall consider in determining the administrative penalty to be assessed:

- i. The history of the party's compliance with the act prior to the date of the violation.
- ii. The amount of injury or property damage caused by the party's noncompliance.
- 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 first factor considers the compliance history of Pronto Plumbing. 73 P.S. § 182.10(b)(2)(i). In I&E's Complaint, I&E alleged three prior instances of compliance issues for Pronto Plumbing. The Complaint's allegations and defenses raised by Pronto Plumbing, regarding compliance history, were considered when negotiating the settlement terms.

I&E's Complaint alleged that in Damage Prevention Case no. 016815, Pronto Plumbing paid an administrative penalty of \$1,625.00 in response to allegations that: (1) it failed to submit a location request to One Call within the appropriate timeframe; (2) failed to immediately notify 911 and the facility owner when damage resulted in the escape of gas or liquid which may endanger life, health or property; and (3) failed to submit an Alleged Violation report within 10 business days of striking a line. In its Answer to the Complaint, Pronto Plumbing alleged that only Kindt Properties, a separate legal entity from Pronto

Plumbing, was involved in the underlying incident and Kindt Properties was solely responsible for the violations and paid the administrative penalty.

I&E's Complaint alleged that in Damage Prevention Case no. 016966, the Damage Prevention Committee made an informal determination that Pronto Plumbing submitted an emergency notification that did not meet the requirements of "emergency" as defined by the PA One Call Law. Pronto Plumbing paid the \$500 administrative penalty that was assessed in the informal determination.

I&E's Complaint alleged that in Damage Prevention Case no. 029543, the Damage Prevention Committee made an informal determination that Pronto Plumbing failed to submit an Alleged Violation report within 10 business days of striking a line. Pronto Plumbing paid the \$250 administrative penalty that was assessed in the informal determination.

The second factor considers the amount of injury or property damage caused by Pronto Plumbing's noncompliance. 73 P.S. § 182.10(b)(2)(ii). The natural gas explosion and secondary fire destroyed the residence at 3204 Crest Road, damaged three surrounding homes, and injured two people. The property damage exceeded \$25,000.00. The injured persons were treated at a hospital and released the same day.

The third factor to be considered relates to the degree of threat to public safety and inconvenience caused by Pronto Plumbing's noncompliance. 73 P.S. § 182.10(b)(2)(iii). The uncontrolled release of natural gas caused by damaging a natural gas service line represents a serious threat to public health and safety. The natural gas explosion could have resulted in more serious injury or even fatalities to residents of Crest Road or the first responders. Pronto Plumbing's employees were able to mitigate the threat by evacuating the occupants of

3204 Crest Road, opening the first-floor windows of the residence, and notifying 911 emergency services. These facts were considered when negotiating the settlement terms.

The fourth factor to be considered relates to Pronto Plumbing's proposed modification to internal practices and procedures to ensure future compliance. 73 P.S. § 182.10(b)(2)(iv). Importantly, Pronto Plumbing will make great efforts to change its practices, procedures, and education to prevent similar conduct from occurring in the future. Pronto Plumbing has agreed to take remedial actions to improve its education and compliance training that are beyond what may have been obtainable if this matter were fully litigated. Specifically, Pronto Plumbing will require current and new employees to take Online Compliance Training for excavators and attend The Excavator Program and Tolerance Zone trainings offered by Pennsylvania One Call. Pronto Plumbing will continue training its employees on safety, best practices, and the Pennsylvania One Call System for excavators, including continued attendance at Pennsylvania Safety Days in York, Pennsylvania. Additionally, Pronto Plumbing will make the Pennsylvania 811 Users Guide and the Common Ground Alliance's (CGA) Best Practices Guide available to all employees who are responsible for excavation activities.

The fifth factor to be considered relates to the degree of culpability. 73 P.S. § 182.10(b)(2)(v). This incident was the result of a combination of failures, not all of which were Pronto Plumbing's. As a result of this incident, I&E has also filed a Formal Complaint, at Docket No. C-2025-3055923, against UGI Utilities, Inc. alleging a violation of the One Call Law for failing to mark its facilities in response to a One Call locate request.³ Despite

³ At the time of this filing, the Formal Complaint at Docket No. C-2025-3055923 is still pending.

UGI failing to mark its line, had Pronto Plumbing submitted a renotify ticket, waited the required amount of time for UGI to respond to the renotify ticket, and exercised due care and prudent excavation techniques during the excavation, this incident may have been avoidable.

The sixth factor considers “other relevant factors.” 73 P.S. § 182.10(b)(2)(vi). I&E submits that an additional relevant factor – whether the case was settled or litigated – is of pivotal importance to this Settlement Agreement. A settlement avoids the necessity for the governmental agency to prove elements of each allegation. In return, the opposing party in a settlement agrees to a lesser penalty or other remedial action. Both parties negotiate from their initial litigation positions. The penalties and other remedial actions resulting from a fully litigated proceeding are difficult to predict and can differ from those that result from a settlement. Reasonable settlement terms can represent economic and programmatic compromise while allowing the parties to move forward and to focus on implementing the agreed upon remedial actions.

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
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Harrisburg, PA 17120
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Dated: August 27, 2025

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission,	:	
Bureau of Investigation and Enforcement	:	
	:	
v.	:	Docket No. C-2025-3055920
	:	
Pronto Plumbing & Drain, Inc. d/b/a Pronto	:	
Plumbing Heating Air Drains	:	

**STATEMENT OF PRONTO PLUMBING & DRAIN, INC.
D/B/A PRONTO PLUMBING HEATING AIR DRAINS
IN SUPPORT OF SETTLEMENT**

TO THE HONORABLE PENNSYLVANIA PUBLIC UTILITY COMMISSION:

Pursuant to 52 Pa. Code §§ 5.41 and 5.232, Pronto Plumbing & Drain, Inc. d/b/a Pronto Plumbing Heating Air Drains (“Pronto”), signatory 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 the Pennsylvania Public Utility Commission’s (“Commission”) Bureau of Investigation and Enforcement (“I&E”) and Pronto (collectively, “Joint Petitioners” or “Parties”). Pronto 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

On December 13, 2022, Pronto employees struck and damaged a natural gas service line served by UGI Utilities, Inc. (“UGI”) at 3204 Crest Road, Harrisburg, PA (the “Property”). Pronto had completed prior work at the Property on December 12, 2022, and had previously identified that the cause of back-up sewage into the basement of the Property was a significant “belly” in the sewer line, which was holding liquid and solid contents in the line instead of safely draining the

liquid and contents to the utility's main line. After receiving an initial call from the homeowner of the Property on November 3, 2022, Pronto was contacted again on December 12, 2022 to conduct remediation work because sewage was backing up into the Property's basement.

On December 12, 2022, at 1:15 p.m., Pronto placed a locate request, ticket number 20223461851, ("Locate Ticket") to the Pennsylvania Once Call System for 3204 Crest Road. The Locate Ticket indicated that the excavation was an "emergency" and Pronto would be performing an emergency excavation the following day, December 13, 2022, at 8:00 a.m., to repair a sewer line because sewage was backing up into the basement.

Prior to Pronto beginning excavation, UGI did not mark its natural gas distribution pipeline at 3204 Crest Road. Since the natural gas line was not marked, and after contacting the UGI's office to renotify UGI, Pronto employees initially began excavation using the technique of digging by hand. Pronto's excavation crew, using hand-shoveling and removing spoils with a mechanical excavator, then began excavation at the Property.

At some time between 8:51 a.m. and 9:02 a.m. on December 13, 2022, Pronto's excavation crew struck and damaged UGI's natural gas service line at 3204 Crest Road. The damage to the natural gas service line resulted in a rupture of the line and a natural gas leak.

At 9:02 a.m. on December 13, 2022, Dauphin County 911 Dispatch dispatched a crew from the Fire Department to respond to a reported gas leak at 3204 Crest Road. At 9:04 a.m. on December 13, 2022, Pronto called PA One Call System and placed a renotify request at the Locate Ticket for UGI to mark their lines. Pronto's renotify request was completed and submitted at 9:07 a.m., the same day.

After the gas line strike, Pronto's crew evacuated the occupants of 3204 Crest Road and opened the first-floor windows of the residence. The escaping natural gas continued to flow inside

the basement of the residence. UGI and the Fire Department controlled the scene at the Property for about 20-25 minutes until approximately 9:30 a.m. when the accumulated natural gas in the residence at 3204 Crest Road ignited, resulting in a natural gas explosion. The natural gas explosion and secondary fire destroyed the Property, damaged three surrounding homes, and injured two people. The property damage exceeded \$25,000.00. The injured persons were treated at a hospital and released the same day.

The results of I&E's investigation formed the basis for I&E's Complaint that was filed with the Commission on June 25, 2025 at Docket No. C-2025-3055920. The Complaint included several allegations, and I&E made several requests for relief, including that the Commission: (1) find Pronto to be in violation of the PA One Call Law for each of the five (5) counts set forth in I&E's Complaint; (2) impose a statutory maximum administrative penalty upon Pronto in the amount of Fifty Thousand Dollars (\$50,000.00); (3) order Pronto to attend Online Compliance Training through the Pennsylvania One Call System for excavators; and (4) order such other remedies as the Commission may deem appropriate.

On July 7, 2025, Pronto, through counsel, filed a motion for an extension of time in which to file a response to the Formal Complaint. On July 8, 2025, the Secretary granted the request for an extension to July 28, 2025, for Pronto to file an Answer. On July 25, 2025, Pronto filed an Answer to the Complaint in which Pronto denied the legal allegations in I&E's Complaint as well as several factual averments in the Complaint.

Consistent with the Commission's policy encouraging negotiated settlement of contested proceedings, the Joint Petitioners engaged in multiple discussions in order to resolve the issues raised by the Parties. These negotiations resulted in the Settlement, which proposes a resolution of all issues raised by the Joint Petitioners in this proceeding as set forth below.

II. THE PUBLIC INTEREST

The Commission has a strong policy favoring settlements. As set forth in the Commission's regulations, "[t]he Commission encourages parties to seek negotiated settlements of contested proceedings in lieu of incurring the time, expense and uncertainty of litigation." 52 Pa. Code § 69.391; *see also* 52 Pa. Code § 5.231. Consistent with the Commission's policy, the Joint Petitioners engaged in several detailed settlement negotiations to resolve the issues raised in the Complaint. These discussions produced the Settlement Agreement.

The Joint Petitioners agree that approval of the proposed Settlement is in the best interest of the parties involved. The Joint Petition is in the public interest for the following reasons:

- a. As a result of the Joint Petition, expenses incurred by the Joint Petitioners and the Commission for concluding this proceeding will be less than they would have been if the proceeding had been fully litigated.
- b. Uncertainties regarding further expenses associated with possible appeals from the final order of the Commission are avoided as a result of the Joint Petition.
- c. The Joint Petition reflects compromises on both sides presented without prejudice to any position that any Joint Petitioner may have advanced so far in this proceeding.
- d. As a result of the Joint Petition, Pronto has already begun to implement robust additions to the Company's employee training program, specifically regarding PA One Call Law training for excavators.
- e. The Joint Petition reflects new and ongoing educational and safety training commitments that are above and beyond the commitments initially requested by I&E.
- f. The Joint Petition provides business and operational certainty to Pronto on a going-forward basis and enables Pronto to move forward productively and to avoid any protracted litigation or further uncertainty.
- g. Pronto is agreeing to pay a substantial portion of the initial civil penalty sought by I&E.

Pronto supports the foregoing Joint Petition because it is in the public interest; however, in the event that the Administrative Law Judge recommends modification or disapproval of the Joint Petition, and the Commission adopts the Administrative Law Judge's recommendation, Pronto will resume its litigation position, which differs from the terms of the Joint Petition.

The Settlement Agreement is a compromise of a disputed complaint, which I&E intended to prove, and that Pronto intended to disprove. Pronto makes no admission of fault, wrongdoing, or liability herein and reserves its rights to dispute any and all issues of fact or law in any other proceeding, including but not limited to any civil proceedings, that may arise as a result of the circumstances described in the Settlement.

Joint Petitioners have thus reached an amicable resolution to this dispute as embodied in the Settlement. Approval of the Settlement will permit the Commission and Joint Petitioners to avoid incurring the additional time, expense, and uncertainty of further litigation in this proceeding. *See* 52 Pa. Code § 69.391.

III. TERMS OF SETTLEMENT

Under the terms of the Settlement Agreement, Pronto and I&E have agreed to the following:

a. Administrative Penalty:

Pronto will pay an administrative penalty in the amount of Thirty-Five Thousand Dollars (\$35,000.00) pursuant to 73 P.S. § 182.10(b). Said payment will 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 administrative penalty

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

b. Robust Educational and Safety Training and Updates to Corporate Policy for New Employee Training:

Current Pronto employees responsible for excavation activities will attend additional Online Compliance Training through the Pennsylvania One Call System for excavators, successfully complete the Compliance Excavator Test, and provide proof of compliance to the Commission within thirty (30) days of entry of the Commission's Final Order approving the Settlement Agreement.

Current Pronto employees responsible for excavation activities will attend The Excavator Program and the Tolerance Zone training offered by Pennsylvania One Call in person. Pronto will provide proof of compliance to the Commission within one (1) year of entry of the Commission's Final Order approving the Settlement Agreement.

Pronto will revise and update its internal corporate policies to ensure that all new employees responsible for excavation activities will attend the Online Compliance Training through the Pennsylvania One Call System for excavators as well as attend the first locally available "The Excavator Program and the Tolerance Zone" training offered by Pennsylvania One Call.

Pronto will continue training its employees on safety, best practices, and the Pennsylvania One Call System for excavators, including continued attendance at Pennsylvania Safety Days in York, Pennsylvania. Pronto will detail these safety initiatives in a compliance filing made with the Commission for informational purposes each year for three (3) years after the Commission Order approving the

Settlement. Included in that compliance filing will be a log detailing Pronto employee participation and completion of various excavator trainings. Pronto will also explain in that compliance filing how Pronto trains new employees on safety measures and best practices.

Pronto will make the Pennsylvania 811 Users Guide and the Common Ground Alliance's (CGA) Best Practices Guide available to all employees who are responsible for excavation activities.

c. Meeting with PA One Call Liaison:

At a time of mutual convenience within six months of entry of the Commission's Final Order approving the Settlement Agreement, Pronto will meet with the PA One Call Liaison in its region to review best practices around Pennsylvania One Call System for excavators and to understand the Damage Prevention Committee's role in implementing the Underground Utility Line Protection Law.

IV. LEGAL STANDARD FOR SETTLEMENT AGREEMENTS

The Commission has a strong policy favoring settlements. As set forth in the Commission's regulations, "[t]he Commission encourages parties to seek negotiated settlements of contested proceedings in lieu of incurring the time, expense and uncertainty of litigation." 52 Pa. Code § 69.391; *see also* 52 Pa. Code § 5.231. The Commission is permitted to impose administrative penalties on excavators who violate the PA One Call Law. *See* 73 P.S. §182.10(a). Further, Section 182.10(b)(2) sets forth six factors that are to be considered when determining the administrative penalty to be assessed for violations of the PA One Call Law. Pronto avers that approval of the

Settlement Agreement in the above-captioned matter is reasonable, appropriate, in the public interest, and consistent with applicable statutory authority.

In its initial complaint, I&E requested an administrative penalty of Fifty Thousand Dollars (\$50,000.00) pursuant to 73 P.S. § 182.10(b). Despite disputing various facts in the formal complaint and not admitting culpability, Pronto agrees to pay an administrative penalty of Thirty-Five Thousand Dollars (\$35,000.00), which is 70% of the initially requested penalty. While many formal complaints have been settled with an administrative penalty closer to 50% of the initial requested penalty, Pronto is agreeing to pay a higher penalty in this Settlement in recognition of the nature of this proceeding and inherent dangers involved in striking natural gas lines.

Pronto considers this Settlement Agreement as an opportunity to prove its commitment to safety and training. Pronto's current employees who are responsible for excavation will attend additional Online Compliance Training through the Pennsylvania One Call System for excavators and successfully complete the Compliance Excavator Test. In addition, current Pronto employees responsible for excavation activities will attend The Excavator Program and the Tolerance Zone training offered by Pennsylvania One Call in person and will continue to attend Pennsylvania Safety Days in York, Pennsylvania. Lastly, Pronto will make the Pennsylvania 811 Users Guide and the Common Ground Alliance's (CGA) Best Practices Guide available to all employees who are responsible for excavation activities.

Pronto further commits to implement permanent modifications to the Company's internal practices and procedures relating to training to ensure future compliance with applicable statutes and regulations, and to ensure that all future employees who are responsible for excavation will receive ample training. To that end, Pronto has revised and updated its internal corporate policies to ensure that all new employees responsible for excavation activities will attend the Online

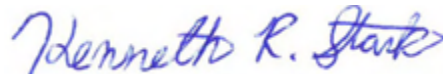
Compliance Training through the Pennsylvania One Call System for excavators as well as attend the first locally available The Excavator Program and the Tolerance Zone training offered by Pennsylvania One Call. As an additional layer of training and compliance assurance, Pronto will meet with the PA One Call Liaison in its region to review best practices around Pennsylvania One Call System for excavators and to understand the Damage Prevention Committee's role in implementing the Underground Utility Line Protection Law.

In conclusion, Pronto fully and enthusiastically supports the terms and conditions of the Settlement Agreement. The terms of the Settlement reflect a balanced compromise of the interests of each Party, as well as the public interest, while also demonstrating the seriousness of the incident at issue. Acceptance of this Settlement avoids the necessity of further administrative and potential appellate proceedings at what would have been a substantial cost to the Parties.

WHEREFORE, Pronto Plumbing & Drain, Inc. d/b/a Pronto Plumbing Heating Air Drains respectfully requests that Administrative Law Judge Charece Collins, and the Public Utility Commission, approve the foregoing Joint Petition for Settlement without modification.

Respectfully submitted,

McNEES WALLACE & NURICK LLC



Kenneth R. Stark (I.D. No. 312945)

Victoria A. Geddis (I.D. No. 335500)

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Pronto Plumbing Heating Air Drains

Dated: August 27, 2025

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission,	:	
Bureau of Investigation and Enforcement	:	
	:	
v.	:	Docket No. C-2025-3055920
	:	
Pronto Plumbing & Drain, Inc. d/b/a	:	
Pronto Plumbing Heating Air Drains	:	

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:

Kenneth Stark, Esq.
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Counsel for Pronto Plumbing & Drain, Inc.



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Date: August 27, 2025