

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission,	:	
Bureau of Investigation and Enforcement	:	
	:	
v.	:	C-2025-3055920
	:	
Pronto Plumbing & Drain, Inc. d/b/a	:	
Pronto Plumbing Heating and Air Drains	:	

**RECOMMENDED DECISION**

Before  
Charece Z. Collins  
Administrative Law Judge

**INTRODUCTION**

This Recommended Decision recommends approval of the Joint Petition for Settlement of the formal Complaint (Complaint) filed by I&E concerning alleged violations of the Underground Utility Line Protection Law (UULPL or PA One Call Law) (Joint Petition or Settlement) submitted in this proceeding by the Bureau of Investigation and Enforcement (I&E or Complainant) of the Pennsylvania Public Utility Commission (Commission), and Pronto Plumbing & Drain, Inc. d/b/a Pronto Plumbing Heating Air Drains (Pronto Plumbing, Company or Respondent). This decision finds that the Joint Petition is supported by substantial evidence and is in the public interest.

## HISTORY OF THE PROCEEDING

On June 25, 2025, I&E filed with the Commission a Complaint, alleging that Pronto Plumbing violated various sections of Pennsylvania's One Call Law. 73 P.S. §§ 180 et. sec.

On July 7, 2025, Pronto Plumbing filed a motion for an extension of time to file an Answer to the Complaint. The Commission's Secretary granted Pronto Plumbing's request on July 8, 2025, granting an extension to July 28, 2025. On July 25, 2025, Pronto Plumbing filed an Answer to the Complaint.

On August 27, 2025, I&E and Pronto Plumbing (hereinafter referred to as Joint Petitioners or Parties) filed a Joint Petition for Settlement of I&E's Complaint (Joint Petition or Settlement) with accompanying Statements in Support.

The record in this proceeding consists of the Joint Petition that was filed by the parties. This proceeding is now ready for ruling. The record closed on August 29, 2025, upon my receipt of the Joint Petition. For the reasons discussed below, the Settlement will be recommended for approval without modification.

## FINDINGS OF FACT

After having duly considered the evidence of record in this proceeding and as required by Section 1318(a) and (b) of the Code, 66 Pa.C.S. § 1318(a) and (b), the findings of fact are made as follows:<sup>1</sup>

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<sup>1</sup> The following findings of fact regarding the Settlement were proposed by the Joint Petitioners and are adopted herein in their entirety including the numbering (with only slight modifications made for clarity of this Decision).

## 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.<sup>2</sup>

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.

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<sup>2</sup> “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.*

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.

#### **DESCRIPTION AND TERMS OF SETTLEMENT**

The 14-page Settlement includes 50 numbered paragraphs, a request for relief, and Appendices A through C. Appendix A is the Parties' joint proposed conclusions of law and ordering paragraphs. Appendices B and C are the Supporting Statements of I&E and Pronto Plumbing, respectively. The principal terms of the Settlement are as follows:<sup>3</sup>

#### **V. SETTLEMENT TERMS**

35. Pursuant to the Commission's policy of encouraging settlements that are reasonable and in the public interest, 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.

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<sup>3</sup> Numbering are kept the same as in the Joint Petition.

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.

As explained below, the Parties have agreed to a settlement on all of the issues in this proceeding.

The Joint Petitioners agreed to conditions with respect to the Settlement which are contained in paragraph numbers 42-50 of the Settlement.

## DISCUSSION

### A. Settlement is in the Public Interest

It is the policy of the Commission to encourage parties to settle contested on-the-record proceedings. *See* 52 Pa. Code § 5.231(a). Settlements eliminate the time, effort and expense of litigating a matter to conclusion, which may include review of the Commission's decision by the appellate courts of Pennsylvania. Such savings not only benefit the individual parties, but also the Commission and ratepayers of the utility.

In the Settlement, the Joint Petitioners agree that the Settlement provides for terms and conditions that are just and reasonable and in the public interest. I&E Statement in Support, p. 1.

I&E stated that if approved, the Settlement will resolve all issues related to I&E's Complaint proceeding. I&E noted that Pronto Plumbing has 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. I&E further averred that if approved, the Settlement 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 Pennsylvania One Call Law. I&E Statement in Support, pp. 3-4.

I&E noted 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. I&E Statement in Support, p. 4.

I&E averred that it conducted an 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. I&E therefore filed its Complaint on June 25, 2025 outlining the results of its investigation. I&E Statement in Support, p. 2.

I&E 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. According to I&E, Pronto Plumbing's actions resulted in damage to a natural gas facility, released natural gas, extensive property damage and injuries. I&E averred that Pronto Plumbing violated various sections of the Underground Utility Line Protection Law (the PA One Call Law). I&E sought relief in the form of the statutory maximum administrative penalty of \$50,000.00, and attendance at the Online Compliance Training for excavators through the Pennsylvania One Call System. I&E Statement in Support, pp. 2-3.

Under the Settlement, Pronto Plumbing will pay an administrative penalty of \$35,000 which will not be tax deductible. I&E outlined the six factors to be considered when determining an administrative penalty under 73 P.S. § 182.10(b)(2). Under factor number 1, history of compliance prior to the date of the violation, I&E found three alleged prior instances of compliance issues for Pronto Plumbing. I&E Statement in Support, p. 7-8. Under factor number two, the extent of damage, I&E alleged that the property damage exceeded \$25,000. Injured persons in the accident were treated at a hospital and released the same day. I&E Statement in Support, p. 8. Under the third factor, threat to public safety, I&E noted how much more serious injury or even fatalities could have resulted from the gas explosion. I&E did note, however, that Pronto Plumbing's employees did mitigate the threat by evacuating employees and calling 911. I&E Statement in Support, pp. 8-9. I&E reasonably laid out its analysis of the remaining three factors in similar fashion in explaining how the parties reached an agreement to resolve the case with an administrative penalty of \$35,000. I&E Statement in Support, pp. 9-10.

Additionally, under the Settlement, Pronto Plumbing will undergo robust educational and safety training, and it will institute updates to its corporate policy for new employee training. I&E Statement in Support, p. 5. Several of the specific training plans

and updates are outlined on pages 5 and 6 of I&E's Statement in Support of the Settlement, including, but not limited to, meeting with a One Call Liaison within six months of the Commission's Final Order approving the Settlement to review best practices, and ensuring that Pronto employees attend the Excavator Program and the Tolerance Zone training offered by Pennsylvania One Call in Person. I&E Statement in Support, pp. 5-6. In exchange for Pronto Plumbing's administrative penalty and various remedial measures, I&E 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 I&E's investigation of the gas line strike in December 2022. I&E Statement in Support, p. 6.

In its Statement in Support of the Settlement, Pronto Plumbing provided additional background history of the case (*see* Pronto Plumbing Statement in Support, pp. 1-3, and provided nearly identical reasons to I&E for why the Settlement is reasonable and in the public interest.

#### Recommendation – Approval of Settlement

The Settlement represents the agreement of the Parties proposing a resolution of all the issues in this proceeding. The Settlement is the result of carefully produced compromises. The Commission encourages parties in contested, on-the-record proceedings to settle cases. *See* 52 Pa. Code § 5.231. Compromises dispense with costly litigation and promote judicial economy.

Upon due consideration of the terms and conditions of the Settlement, including the Supporting Statements of the Joint Petitioners, the Settlement constitutes a fair, just and reasonable resolution of the Commission's investigation for the reasons the Parties identify as noted above. Therefore, the Settlement is in the public interest and should be approved without modification. *Pa. Pub. Util. Comm'n v. City of Lancaster* –

*Bureau of Water*, Docket No. R-2010-2179103 (Opinion and Order entered July 14, 2011); *citing, Warner v. GTE North, Inc.*, Docket No. C-00902815 (Opinion and Order entered Apr. 1, 1996); *Pa. Pub. Util. Comm'n v. CS Water and Sewer Assoc.*, 74 Pa.P.U.C. 767 (1991).

### CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the subject matter and the Parties to this proceeding. 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). Pennsylvania.
  
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 that the Pennsylvania Public Utility Commission's Bureau of Investigation and Enforcement, and Pronto Plumbing & Drain, Inc. d/b/a Pronto Plumbing Heating Air Drains, have executed and submitted at this docket is in the public interest and, therefore, should be approved without modification. *Pa. Pub. Util. Comm'n v. City of Lancaster – Bureau of Water*, Docket No. R-2010-2179103 (Opinion and Order entered July 14, 2011); *citing, Warner v. GTE North, Inc.*, Docket No. C-00902815 (Opinion and Order entered Apr. 1, 1996); *Pa. Pub. Util. Comm'n v. CS Water and Sewer Assoc.*, 74 Pa.P.U.C. 767 (1991).

### ORDER

THEREFORE,

IT IS RECOMMENDED:

1. That the Joint Petition for Settlement that the Pennsylvania Public Utility Commission's Bureau of Investigation and Enforcement and Pronto Plumbing & Drain, Inc. d/b/a Pronto Plumbing Heating Air Drains executed and submitted at Docket No. C-2025-3055920 be approved 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

