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***Via E-Filing***

January 15, 2026

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. Columbia Gas of Pennsylvania, Inc.  
Docket No. C-2023-3044398**

Dear Secretary Homsher:

Enclosed for filing in the referenced matter please find a Joint Stipulation of Facts submitted by Columbia Gas of Pennsylvania, Inc. in the above-captioned matter.

Please do not hesitate to contact the undersigned if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Emily Farah". The signature is fluid and cursive, with a large initial "E".

Emily Farah

/kak  
Enclosure

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

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

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**JOINT STIPULATION OF FACTS  
IN SUPPORT OF SETTLEMENT**

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Pursuant to 52 Pa. Code § 5.232(a), the Pennsylvania Public Utility Commission’s (“Commission”) Bureau of Investigation and Enforcement (“I&E”) and Columbia Gas of Pennsylvania, Inc. (“Columbia Gas” or “Company”), by their undersigned attorneys, agree and stipulate to the following facts for the sole purpose of supporting the approval of the Joint Petition for Approval of Settlement (“Settlement”) in the above-captioned matter.

On October 17, 2025, the presiding officer, Administrative Law Judge Jeffrey Watson, issued an Interim Order directing the Parties to supplement the evidentiary record. The Parties file the instant Joint Stipulation of Facts in Support of Settlement as Appendix D to the Joint Petition for Approval of Settlement that was filed on March 14, 2025.

I&E and Columbia Gas have entered into the Settlement, which they recognize is a compromise of disputed claims. I&E also recognizes that the Settlement is entered into without admission of wrongdoing or liability by Columbia Gas. As stated in Paragraph 35 of the Settlement, had this matter been fully litigated rather than resolved through this

Settlement, Columbia Gas would have contended that it did not violate any provisions of the Public Utility Code, Commission regulations, and/or Code of Federal Regulations.

**STIPULATION OF FACTS**

**A. Overview of Columbia Gas**

1. Columbia Gas is a “public utility” as defined at 66 Pa.C.S. § 102,<sup>1</sup> as it is engaged in providing public utility service as a natural gas distribution company (“NGDC”) to the public for compensation. Columbia Gas, as a public utility, is subject to the regulatory authority and enforcement power of this Commission pursuant to Section 501(c) of the Code, 66 Pa.C.S. § 501(c), which requires a public utility to comply with Commission regulations and orders, including Federal pipeline safety laws and regulations.

2. Columbia Gas is owned by NiSource and has approximately 448,000 customers in 26 counties across the Commonwealth.

**B. Background**

3. On or about July 27, 2020, Columbia Gas’s customer located at 1115 Tropical Avenue, Pittsburgh, PA, reported an odor of natural gas.

4. The source of the leak at 1115 Tropical Avenue was excavated, and it was found that a failed socket fusion connecting the service line to the riser, near the house, was the source of the leak.

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<sup>1</sup> “Public utility” is defined as:

(1) Any person or corporations now or hereafter owning or operating in this Commonwealth equipment or facilities for:

(i) Producing, generating, transmitting, distributing or furnishing natural or artificial gas, electricity, or steam for the production of light, heat, or power to or for the public for compensation.

66 Pa.C.S. § 102.

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

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

7. The Tropical Avenue Project started on or about March 20, 2019 and was completed on or about December 19, 2019.

8. The Tropical Avenue Project included the installation of 5,840 feet of 2" medium density plastic pipe, 2,680 feet of 4" medium density plastic pipe, and 372 service lines and increased the maximum allowable operating pressure.

9. Columbia Gas hired a contractor, Infrasource, a Quanta Services Company, (“Contractor” or “Infrasource”) to perform the main and service construction for the Tropical Avenue Project.

10. Columbia Gas’s records indicated the failed fusion at 1115 Tropical Avenue was completed by an Infrasource employee (hereinafter “Employee A”) who completed fifty-nine (59) socket fusions on the Tropical Avenue Project.

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

12. These digs occurred on or about November 23, 2020 and November 24, 2020.

13. The November 23, 2020 digs resulted in resulted in the following non-compliant results based on visual inspections:
  - a. Socket fusion located at 830 Tropical Avenue, passed visual inspection, but the fusion was not properly labeled;
  - b. Socket fusion located at 933 Tropical Avenue, passed visual inspection, but the fusion was not properly labeled;
  - c. Socket fusion located at 973 Tropical Avenue, passed visual inspection, but the fusion was not properly labeled;
  - d. Socket fusion located at 977 Tropical Avenue, failed visual inspection because it was mitered and the fusion was not properly labeled;
  - e. Socket fusion located at 1007 Tropical Avenue, failed visual inspection because it was mitered and the fusion was not properly labeled;
  - f. Socket fusion located at 1108 Tropical Avenue, passed visual inspection, but the fusion was not properly labeled; and
  - g. Socket fusion located at 1124 Tropical Avenue, passed visual inspection and was properly labeled, but the fusion was performed by an Infrasource employee (hereinafter “Employee B”), who was not qualified to perform this socket fusion.
14. Employee B failed an Operator Qualification plan requalification test in July of 2019, resulting in his disqualification from performing socket fusions.
15. In total, Employee B performed two socket fusions at a time that he was disqualified from performing those fusions.
16. The November 24, 2020, digs resulted in the following non-compliant results:

- a. Socket fusion located at 834 Tropical Avenue did not pass visual inspection because of a lack of cold ring impression and the fusion was not properly labeled;
- b. Socket fusion located at 838 Tropical Avenue did not pass visual inspection because of a lack of cold ring impression; and

17. Based upon the results of the validation digs, Columbia Gas and I&E's Pipeline Safety Division determined that more socket fusions would require excavation for inspection as visually unacceptable fusions were found, along with incorrect records.

18. Columbia Gas and Pipeline Safety deemed it necessary to excavate and inspect all 59 socket fusions made by Employee A and upon investigation of these 59 fusions, it was found that additional Infrasource personnel had completed visually unacceptable fusions, as well as additional incorrect records and labeling.

19. Based upon the additional issues found, Columbia Gas continued investigating socket fusions made on the entire Tropical Avenue Project, conducting further investigative digs.

20. These subsequent investigative digs excavated fusion joints in the street at the main line to inspect the saddle tee fusion, as well as socket fusions connecting to the service line. The service lines were also excavated at, or near the meter to inspect the fusion connecting the service line to the meter riser.

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

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

23. In or around August of 2021, Columbia Gas began investigative digs at these additional project sites.

24. In total, the investigative digs at the Tropical Avenue, Fallowfield, Spring Valley, Olivia, and Route 19 projects resulted in the following findings:

- a. 178 fittings with fusions that were visually unacceptable according to Columbia Gas Standards, due to misalignment, over melt, missing impressions of cold ring clamps on the ends of the fusions, and voids, or a lack of melted plastic material at the ends of the fusion;
  - i. Included in the 178 fittings referenced above, 88 fusions near the taps or “saddle tees” were not installed according to Columbia Gas Standards;
- b. 239 records that did not match the fuser identified on the pipe or did not match the fusion type found upon excavation;
- c. 580 fusions that were not labeled according to Columbia Gas Standards, due to a lack of a label, label on one side of coupling only, or label on the coupling only; and
- d. 20 contractor employees who performed and inspected visually unacceptable fusions.

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

26. On or about December 13, 2021, replacement of all visually unacceptable fusions was completed on the Tropical Avenue Project.

27. On or about August 20, 2021, replacement of all visually unacceptable fusions was completed on the Spring Valley Project.

28. On or about October 22, 2021, replacement of all visually unacceptable fusions was completed on the Fallowfield Project.

29. On or about August 27, 2021, replacement of all visually unacceptable fusions were completed at the Olivia and Route 19 projects.

### **C. Columbia Gas's Procedures**

30. Columbia Gas's Gas Standard Procedures set the requirements for qualifications to perform plastic fusions and requires that a training program provides initial and remedial training for plastic joining techniques. All persons responsible for making plastic joints (i.e., fusion or mechanical) are required to re-qualify once each calendar year, not to exceed 15 months. When a fuser's operator qualification has been revoked, the fuser shall re-qualify before that individual can perform another plastic production joint in the field. Persons failing to qualify are not allowed to make that type of joint until they successfully qualify. Supervisors are responsible for ensuring personnel performing plastic fusion in their area are properly qualified.

31. At the time of the aforementioned projects, Columbia Gas's Gas Standard Procedures required that after fusion and cooling, visual inspection of the socket fusion joint

must occur. The joint must have a complete impression of the cold ring clamp, which shall be visible in the melt pattern at the end of the socket. There shall be no gaps, voids or unbonded areas. The pipe and fitting shall be in good axial alignment. If the joint appears to be mitered, it shall be removed and replaced.

32. Columbia Gas's Gas Standard Procedures required that "when fusing plastic pipe or fittings, print the date the fusion was made and the employee/contractor ID, e.g. NiSource employee I.D. number, or the person performing the fusion on the pipe."

33. Columbia Gas's Gas Standard Procedures required that personnel who inspect plastic fusions on Company owned facilities shall be qualified to join plastic pipes under Columbia Gas's for plastic pipe fusion procedures every calendar year or be qualified to evaluate acceptability of plastic fusion joints every three (3) calendar years. The fusion joiner shall be responsible for the quality of fusion joining workmanship and for the acceptance and rejection of production fusion joints. The fusion joiner shall replace all rejected production fusion joints.

**D. Columbia Gas's Remedial Actions**

34. Columbia Gas has implemented actions designed to reduce risk associated with socket fusion, enhance contractor oversight, assure the production of quality fusions, and enhance knowledge of its system.

35. Columbia Gas has discontinued the use of socket fusion as a joining method, effective July 1, 2021.

36. Columbia Gas commissioned a third-party engineering analysis of visual failures referenced at this docket. The testing and analysis, performed by Exponent, did not identify a relationship between failing visual characteristics and loss of pressure integrity. In

other words, the analysis found no correlation between a visual failure and fusion integrity.

37. Columbia Gas has implemented a high accuracy GPS program as part of its construction services infrastructure replacement program which allows for the collection and retention of asset information and photos (including fusion information). Columbia Gas is also exploring the potential for expanded use of GPS functionality to include operations and maintenance work in the future.

38. Columbia Gas has implemented a Quality Assurance / Quality Control (“QA/QC”) program which reduces the risks from failure of its gas distribution pipeline by providing Quality Assurance and Quality Control of construction practices and construction oversight by a group separate and different from the construction coordinators.

39. Columbia Gas has enhanced its management oversight of construction activities through the development of Quality Assurance summary reports issued weekly and monthly that present findings from Construction QA/QC audits, which are reviewed by Construction leadership.

40. Columbia Gas has implemented changes to the Construction Coordinator role which are designed to enhance time spent in the field overseeing construction activities, including fusions. These changes include:

- a. Construction Coordinator on-site observation requirements for Critical Tasks;
  - i. Critical Tasks include, but are not limited to: main pressure tests, main tie-ins/tapping/POD Stations, main purging, mainline abandonments, mainline bypassing, system uprates or requalification, and distribution main internal cleaning

- (pigging).
- ii. Construction Coordinators' observations vary based on the Critical Task.
  - iii. Construction Coordinators are required to document the observations on the task-specific plan.
- b. Digitization of paper documents designed to increase efficiency in the completion of required documentation; and
  - c. Increased headcount within the Gas Construction department to support job readiness, forecasting, tracking, permitting, etc. This includes the addition of 8 Project Manager ("PM") positions which support projects across the state. The new PMs are responsible for tracking permits, coordinating scheduling, and planning with local authorities, among other things. The new PMs enable Construction Coordinators to witness more work in the field.

41. Columbia Gas developed Gas Standard (1300.020) "Legacy Plastic Fusion Inspection", which sets requirements for the inspection of all in-service plastic fusion joints which are uncovered during the course of work on a pipeline. The procedure also outlines the criteria to be used in the evaluation of the fusion joints.

42. Columbia Gas did not recover the costs associated with the plastic fusion investigations and subsequent remediations for the projects identified in this proceeding.

#### **E. Investigation and Evidence**

43. In order to provide clarity and context for the issues identified in Paragraph

16(a) through (u) of the Interim Order,<sup>2</sup> the Parties provide the following:

44. The Parties submit that the discovery leading up to the Complaint and during the course of this proceeding was extensive and thorough, and such robust discovery provides the Commission with the necessary foundation – and now evidentiary record – to fully evaluate the merits of the Settlement.

45. Over the span of approximately one year, between February 2021 and January 2022, I&E issued six sets of Information Requests (“IRs”). Each set of IRs sought detailed information concerning Columbia Gas’ operations, compliance practices, and the factual circumstances underlying the allegations in the Complaint. Enclosed with this Stipulation and identified as Confidential Appendix E are Columbia’s responses to the six sets of IRs.

46. As reflected in Confidential Appendix E, Columbia Gas provided thorough and voluminous responses to I&E’s IRs, including narrative explanations, technical data, compliance records, internal reports, pipeline records, inspection data, and other materials necessary to evaluate the matters alleged in the Complaint.

47. After filing the Complaint, the Company provided additional information to I&E to advance settlement discussions. For instance, the Company provided a report to I&E from an independent third-party, Exponent, enclosed as Confidential Appendix F. Columbia Gas retained Exponent to perform an independent investigation of the socket fusion joints installed on the Tropical Avenue project. Exponent’s analysis included a review of documents related to the subject joints provided by Columbia Gas; a review of analysis and

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<sup>2</sup> The Parties acknowledge the Commission’s Opinion and Order related to the Joint Petition for Interlocutory Review entered December 18, 2025 at Docket No. C-2024-3050319. Any filings made herein pursuant to the Interim Order issued on October 17, 2025 in the present proceeding are undertaken solely to comply with such directives and shall not be construed as a waiver of any present or future position, claim, or defense available to the Parties.

testing performed by other parties; an analysis of testing performed by Columbia Gas; hydrostatic testing performed by Exponent; and a review of available incident data related to failures of plastic gas pipeline components, including a comparison of the Tropical Avenue leak rate compared to other installations. Notably, Exponent's comprehensive evaluation did not identify a relationship between failing visual characteristics and loss of pressure integrity.

48. Overall, I&E's investigation, and Columbia Gas' participation in the investigation, were neither perfunctory nor superficial. To the contrary, the investigation was a sustained, detailed, and resource intensive effort.

49. During the course of the investigation, the Company produced the Contractors' Operator Qualifications ("OQs"), as well as the Company's internal policies and procedures that the Contractor was required to follow in performing socket fusion installations. *See Confidential Appendix E.* These materials establish the standards and obligations governing the Contractor's work and demonstrate the framework within which the Contractor was obliged to operate. In addition, the Company is providing its contractual agreements with the Contractor, enclosed as Confidential Appendix G. The Contractors' OQs, the Company's internal policies and procedures, and the agreements between the Company and the Contractor provide the relevant context for evaluating the Settlement in this proceeding.

50. As identified in Section B, above, the projects evaluated throughout the investigation included the Company's Tropical Avenue, Fallowfield, Spring Valley, Olivia, and Route 19 projects.

51. The obligations and duties of Columbia Gas, the Contractor and/or any other persons or entities to perform, to inspect and document the work related to socket fusion

installations, including the Tropical Avenue Project, were provided during the course of the investigation and are included in Confidential Appendix E, pp 4-6, 10-75, 143-146. By way of further illustration, see Appendix H for the most recent version of the Construction Coordinator job description, which Columbia provided to I&E during this proceeding.

52. Details and documentation regarding the installation, completion and inspection of each socket fusion by Columbia Gas, the Contractor or any other person or entity is included in Confidential Appendix E, pp. 7, 789-793, 953-1796, 1830-1837, 1841-1858, 1859-2005. In addition to the information in Confidential Appendix E, Columbia also provided weekly updates to the Pipeline Safety Division throughout the course of the investigation.

53. Details regarding the conduct, results and communication of the socket fusion inspections related to this matter are included in Confidential Appendix E, pp 4-6, 10-75, 143-146, 794-796. The qualifications of each person conducting such socket fusion installation inspections are included in Confidential Appendix E, pp 117-138.

54. The responsibility of Columbia Gas to supervise, oversee and/or inspect each such socket fusion installation is included in Confidential Appendix E, pp 794-796.

55. Information related to “self-approved” socket fusion installations is included in Confidential Appendix E, pp 1803-1858.

56. Overall, Columbia Gas cooperated fully with I&E throughout the investigation and proceeding, providing documentation, records, and responses that demonstrate a commitment to transparency. The evidence exchanged and referenced in this filing confirms that the Settlement directly addresses the concerns raised and ensures that the remedial measures are in the public interest.

57. The evidence provided throughout this proceeding supports the conclusion that the Settlement is a fair resolution that is in the public interest.

## CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been served upon the following persons, in the manner indicated, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a participant).

### VIA ELECTRONIC MAIL ONLY

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Date: January 15, 2026



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Emily Farah