
Megan E. Rulli

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File #: 214148

March 13, 2026

VIA ELECTRONIC FILING

Matthew Homsher, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor North
P.O. Box 3265
Harrisburg, PA 17105-3265

**Re: Robert Fithian v. PPL Electric Utilities Corporation
Docket No. C-2025-3056638**

Dear Secretary Homsher:

On behalf of PPL Electric Utilities Corporation (“PPL Electric”), enclosed for filing please find the Motion for Summary Judgment in the above-captioned proceeding.

Pursuant to 52 Pa. Code § 5.102(b) and Administrative Law Judge Charece Collins’s directive at the February 11, 2026, hearing, Robert Fithian (“Complainant”) may file an Answer to this Motion within 20 days, by April 2, 2026.

Copies will be provided as indicated on the Certificate of Service.

Respectfully submitted,


Megan E. Rulli

MER/tjc
Attachment

Cc: The Honorable Charece Z. Collins (*via email; with attachment*)
Certificate of Service


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 EMAIL AND FEDERAL EXPRESS

Robert T. Fithian
2509 Pleasant Rd.
Fuquay-Varina, NC 27526
rtfith@yahoo.com

Date: March 13, 2026



Megan E. Rulli

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Robert Fithian,

Complainant,

v.

PPL Electric Utilities Corporation,

Respondent.

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:
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Docket No. C-2025-3056638

NOTICE TO PLEAD

YOU ARE HEREBY ADVISED THAT, PURSUANT TO 52 PA. CODE § 5.102(b), YOU MAY FILE AN ANSWER TO THE ENCLOSED MOTION WITHIN TWENTY (20) DAYS AFTER THE DATE OF SERVICE. YOUR ANSWER SHOULD BE FILED WITH THE SECRETARY OF THE PENNSYLVANIA PUBLIC UTILITY COMMISSION, P.O. BOX 3265, HARRISBURG, PA 17105-3265. A COPY SHOULD ALSO BE SERVED ON THE UNDERSIGNED COUNSEL.



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Date: March 13, 2026

Attorneys for PPL Electric Utilities Corporation

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Robert Fithian,	:	
	:	
Complainant,	:	
	:	
v.	:	Docket No. C-2025-3056638
	:	
PPL Electric Utilities Corporation,	:	
	:	
Respondent.	:	

**MOTION OF PPL ELECTRIC UTILITIES CORPORATION
FOR SUMMARY JUDGMENT**

TO ADMINISTRATIVE LAW JUDGE CHARECE Z. COLLINS:

AND NOW, comes PPL Electric Utilities Corporation (“PPL Electric” or the “Company”), by and through its attorneys, Post & Schell, P.C., and files this Motion for Summary Judgment pursuant to Sections 5.102 and 5.103 of the Pennsylvania Public Utility Commission’s (“Commission”) regulations, 52 Pa. Code §§ 5.102-5.103, and Rules 1035.1 through 1035.5 of the Pennsylvania Rules of Civil Procedure, Pa. R.C.P. Nos. 1035.1-1035.5, and respectfully requests that the above-captioned Complaint filed by Robert Fithian (“Complainant”) be summarily dismissed in its entirety and with prejudice.

As explained herein, the Complaint should be summarily dismissed because the Complaint is time barred by the three-year statute of limitations in the Public Utility Code. 66 Pa. C.S. § 3314(a). It is undisputed that the event giving rise to the Complaint, *i.e.*, the repair of a water pipe running to the Complainant’s service address, occurred on July 12, 2022. However, the Complaint was not filed until on or about July 31, 2025. As explained herein, the general statutory rule that the Complaint should have been filed within three years of the events should apply. There is no

statutory or regulatory basis to excuse the Complainant from filing his Formal Complaint within the three-year limit. In addition, this non-billing dispute is distinguishable from other cases in which the Commission tolled the statute of limitations during the pendency of an informal complaint. The policy reasons to toll the statute of limitations in billing disputes are not present in this property damage claim, which the Commission's Bureau of Consumer Services ("BCS") has limited authority to resolve. Moreover, tolling the statute of limitations should not be tolled for property damage claims, considering the legal uncertainty it would create surrounding utility liability and the degradation of physical and testimonial evidence that occurs over time.

For these reasons, and as explained in more detail below, PPL Electric respectfully requests that Administrative Law Judge Charece Z. Collins (the "ALJ") grant this Motion for Summary Judgment and summarily dismiss the instant Complaint in its entirety and with prejudice. In support thereof, PPL Electric states as follows:

I. BACKGROUND AND PROCEDURAL HISTORY

1. PPL Electric is a "public utility," an "electric distribution company" and a "default service provider" as defined in Sections 102 and 2803 of the Public Utility Code, 66 Pa. C.S. §§ 102, 2803.

2. On July 16, 2024, the Complainant filed an informal complaint with BCS at BCS Case No. 4002179, raising similar property damage claims as the instant Formal Complaint. A true and correct copy of PPL Electric's records of the informal complaint, including the BCS decision, is attached hereto as **Attachment A**.

3. On October 3, 2024, the BCS dismissed the informal complaint without issuing a decision, finding that the water line was damaged while Company was completing work in the area, but that the water line was installed in Company's right of way without approval via a formal

encroachment agreement and PPL Electric's subcontractor completed repairs as a good will gesture. The BCS decision also specified that the Company would not take further action on the allegations raised in the informal complaint and stated that the Commission has "limited jurisdiction over this matter at the informal level of investigation." (Attachment A, p. 4.)

4. On or about July 31, 2025, the Complainant filed the instant Formal Complaint.

5. By Secretarial Letter dated August 1, 2025, PPL Electric was served with the above-captioned Complaint. In the Complaint, the Complainant alleges that PPL Electric contractor Leeward Construction, Inc. ("Leeward") damaged a water pipe that carries water from a natural spring to his vacation home located at 805 Main Street, Newfoundland, Pennsylvania 18445 ("Service Address"). (Complaint ¶¶ 4-5.)

6. On August 21, 2025, PPL Electric filed an Answer to the above-captioned Complaint. In its Answer, the Company admitted that the water pipe had been damaged during the transmission line work but explained that the water pipe was quickly repaired on-site and restored to its previous condition.

7. On August 22, 2025, the Commission issued an Interim Order Setting Resolution Conference, which required the Company and the Complainant to hold a conference about resolving the case by September 19, 2025. Although the parties participated in the resolution conference process, the Complaint remained unresolved and the Complainant requested the matter be set for hearing.

8. On December 9, 2025, the Commission issued an Initial Call-in Telephone Hearing Notice, assigning the ALJ to the above-captioned proceeding and scheduling an evidentiary hearing for February 11, 2026, at 10:00 a.m.

9. Also on December 9, 2025, ALJ Collins issued a Prehearing Conference Order

confirming, among other things, that the evidentiary hearing was scheduled for February 11, 2026.

10. At the start of the February 11, 2026 evidentiary hearing, PPL Electric raised a jurisdictional matter, asserting that the Complaint was time-barred pursuant to the three-year statute of limitations contained in Section 3314(a) of the Public Utility Code, because the underlying claims concern the actions or omissions of a PPL Electric contractor on July 12, 2022, while the Complaint was not filed until July 31, 2025.¹ After discussion of this jurisdictional issue, the evidentiary hearing was held as scheduled. At the close of the hearing the ALJ provided PPL Electric until March 13, 2026 to file a motion related to the jurisdictional issue, and provided the Complainant until April 2, 2026 to respond to the motion.

II. STANDARD FOR SUMMARY JUDGMENT

11. Section 5.102 of the Commission's regulations provides the Commission's standard of review for a request for summary judgment:

(1) *Standard for grant or denial on all counts.* The presiding officer will grant or deny a motion for judgment on the pleadings or a motion for summary judgment, as appropriate. The judgment sought will be rendered if the applicable pleadings, depositions, answers to interrogatories and admissions, together with affidavits, if any, show that there is no genuine issue as to a material fact and that the moving party is entitled to a judgment as a matter of law.

(2) *Standard for grant or denial in part.* The presiding officer may grant a partial summary judgment if the pleadings, depositions, answers to interrogatories and admissions, together with affidavits, if any, show that there is no genuine issue as to a material fact and that the moving party is entitled to a judgment as a matter of law on one or more but not all outstanding issues.

52 Pa. Code § 5.102(d)(1)-(2).

¹ In preparing for the February 11, 2026, evidentiary hearing, the Company conducted further investigations into the claims raised in the Complaint and determined that the events giving rise to the Complaint took place on July 12, 2022. Although the issue was not raised in pleadings, the Company maintains that because the statute of limitations contained in Section 3314(a) is jurisdictional, it cannot be waived. *See Kovarikova v. Pa. American Water Co.*, Docket No. C-2017-2592131, 2018 Pa. PUC LEXIS 303, *26 (Order entered Aug. 23, 2018).

12. Similarly, Rule 1035.2 of the Pennsylvania Rules of Civil Procedure sets forth the following:

After the relevant pleadings are closed, but within such time as not to unreasonably delay trial, any party may move for summary judgment in whole or in part as a matter of law

(1) whenever there is no genuine issue of any material fact as to a necessary element of the cause of action or defense which could be established by additional discovery or expert report, or

(2) if, after the completion of discovery relevant to the motion, including the production of expert reports, an adverse party who will bear the burden of proof at trial has failed to produce evidence of facts essential to the cause of action or defense which in a jury trial would require the issues to be submitted to a jury.

Pa. R.C.P. No. 1035.2.

13. The Commission is granted discretion to dismiss any complaint without a hearing if, in its opinion, a hearing is not necessary in the public interest. 66 Pa. C.S. § 703(b); 52 Pa. Code § 5.21(d). A hearing is necessary only to resolve disputed questions of fact, and when the question presented is one of law, the Commission need not hold a hearing. *Lehigh Valley Power Comm. v. Pa. Pub. Util. Comm'n*, 563 A.2d 548 (Pa. Cmwlth. 1989); *Edan Transp. Corp. v. Pa. Pub. Util. Comm'n*, 623 A.2d 6 (Pa. Cmwlth. 1993).

III. ARGUMENT

A. PPL ELECTRIC IS ENTITLED TO SUMMARY JUDGMENT BECAUSE THE COMPLAINT IS BARRED BY THE STATUTE OF LIMITATIONS IN 66 PA. C.S. § 3314

14. PPL Electric incorporates by reference Paragraphs 1 through 13 as if fully set forth herein.

15. PPL Electric is entitled to summary judgment because the Complaint is barred by the statute of limitations contained in Section 3314(a) of the Public Utility Code, 66 Pa. C.S. § 3314(a).

16. In the Complaint, the Complainant claims that PPL Electric contractor Leeward damaged a water pipe providing natural spring water to his Service Address in July 2022. As relief, he asks that the Company “give [him] a water source that they took away in July 2022” or, alternatively, to “pay for the installation of a new well.” (Complaint ¶¶ 4-5.)

17. The instant Complaint was filed on or about July 31, 2025. (Complaint ¶ 11.)

18. It is undisputed that the events giving rise to the Complaint occurred on July 12, 2022, *i.e.*, the day the repairs were made to the water pipe at issue. (Tr. 25.)

19. Pursuant to Section 3314(a) of the Public Utility Code, any claims based on alleged violations occurring before July 31, 2022 (*i.e.*, three years before the Complaint was filed on July 31, 2025) are barred by Section 3314(a) of the Public Utility Code and should be summarily dismissed. *See* 66 Pa. C.S. § 3314(a).

20. It is well-established that the statute of limitations contained in Section 3314 of the Public Utility Code is a jurisdictional issue that cannot be waived. *See Kovarikova v. Pa. American Water Co.*, Docket No. C-2017-2592131, 2018 Pa. PUC LEXIS 303, *26 (Order entered Aug. 23, 2018) (Finding that the Commission has “consistently determined that Section 3314 (a) of the Code is non-waivable because it terminates the right to bring an action as well as any remedy the Commission may order. Here, Section 3314(a) divests the Commission of jurisdiction to hear the Complainant's action brought more than three years from the date the alleged liability arose.”)

21. The allegations in the Complaint and the relief requested concern actions or omissions of PPL Electric and its contractor that took place on July 12, 2025, more than three years before the Complainant filed the instant Formal Complaint.

22. Therefore, the instant Complaint is barred by the three-year statute of limitations in the Public Utility Code, PPL Electric is entitled to summary judgment as a matter of law, and the Complaint should be dismissed in its entirety and with prejudice.

B. THE COMPLAINANT’S INFORMAL COMPLAINT DID NOT TOLL THE STATUTE OF LIMITATIONS

23. The Commission has recognized an exception to the three-year statute of limitations during the pendency of an informal billing complaint, relying on the Commonwealth Court’s decision in *Duquesne Light Co. v. Pa. PUC*, 611 A.2d 370 (Pa. Cmwlth. 1992) (“*Duquesne*”).

24. However, there is no statutory or regulatory basis to extend the statute of limitations beyond three years in this case, and this case is distinguishable from *Duquesne*.

25. Pursuant to the Commonwealth Court’s decision in *Duquesne*, the Commission has recognized an exception to the three-year statute of limitations by tolling the period during the pendency of informal billing complaints.

26. The Commonwealth Court’s analysis in *Duquesne* conflicts with the unambiguous text of both the Public Utility Code and the Commission’s regulations and, therefore, should not control the outcome of this case.

27. In *Duquesne*, the Commonwealth Court adopted the Commission’s analysis that an informal complaint can toll the statute of limitations, stating that: (1) the “analysis is consistent with the PUC’s regulations which state that a ruling on an informal complaint is without prejudice to the complainant’s right to file and prosecute a formal complaint” (citing 52 Pa. Code § 56.173; *Id.* § 3.112(b)); (2) the “analysis is consistent with the purpose underlying the informal complaint procedure which is to encourage settlements of utility billing disputes” (citing *Id.* § 56.163(2)); and (3) if the time period is not tolled, “a complainant would be reluctant to utilize the informal

complaint procedures, and the efficacy of that procedure would be severely undermined.”
Duquesne, at 373.

28. However, the Commonwealth Court’s analysis completely overlooked the unambiguous text of the Public Utility Code, which states:

No action for the recovery of any penalties or forfeitures incurred under the provisions of this part, and no prosecutions on account of any matter or thing mentioned in this part, shall be maintained unless brought within three years from the date at which the liability therefor arose, except as otherwise provided in this part.

66 Pa. C.S. § 3314(a).

29. The Commonwealth Court’s decision contains no analysis of this text in endorsing an exception to the three-year time limit.

30. Instead, the Commonwealth Court relies solely on policy-based interpretations of Commission regulations related to the informal complaint process. Section 56.173 establishes that the Commission’s review of informal complaints is *de novo*, to ensure complainants are not legally prejudiced by filing an informal complaint. *See* 52 Pa. Code § 56.173(a). Section 3.112(b) establishes how the BCS can review informal complaints, including through informal investigations or proceedings. *See* 52 Pa. Code § 3.112(b). Section 56.163(2) gives the BCS the authority to close informal complaints through settlement. *See* 52 Pa. Code § 56.163(2).

31. Conspicuously absent from these regulations is any mention of tolling the statute of limitations while an informal complaint is investigated or any text related to the timing to bring, investigate, or resolve an informal complaint.

32. The Commonwealth Court adopted the Commission’s view that these regulations support tolling the statute of limitations during the pendency of the informal complaint based solely on the Commission’s policy intended to encourage ratepayers to avail themselves of the informal complaint procedures.

33. These provisions do not excuse complainants from filing a formal complaint before the statute of limitations expires and the Commission does not have the authority to countermand a statutory tolling period where the statutory text is unambiguous.²

34. The legislature clearly intended for public utility liability for alleged violations of the Public Utility Code to end “within three years from the date at which the liability therefor arose.” 66 Pa.C.S. § 3314(a). This unambiguous language creates legal certainty regarding liability, ensures that claims will not be heard after time, memory, and circumstances limit the availability of relevant physical and testimonial evidence, and discourages dilatory action on viable claims.

35. For these reasons, *Duquesne* is unsupported by the Public Utility Code and the Commission’s regulations and should not control in this case.

36. While in the Company’s view, the Commission cannot create a tolling exception to the statute of limitations and the Commonwealth Court erred by endorsing that view, this matter can still be resolved consistent with *Duquesne* because it does not concern a billing dispute.

37. Here, the Complainant’s informal complaint and Formal Complaint raise similar property damage claims related to the alleged damage of a water pipe and subsequent repair on July 12, 2022. (Tr. 25.) The informal complaint was filed on July 16, 2024, and was dismissed on October 3, 2024. In total, the BCS’s investigation of the Complainant’s informal complaint lasted 79 days. (*See* Attachment A.) Tolling the statutory limitation during the BCS’s review would bring the Complaint within the three-year period.

² *See* 1 Pa. C.S. § 1921(b) (“When the words of a statute are clear and free from all ambiguity, the letter of it is not to be disregarded under the pretext of pursuing its spirit.”); *see also* *Crown Castle NG East LLC v. Pa. PUC*, 234 A.3d 665 (Pa. 2020) (finding “an agency’s interpretation of a clear and unambiguous statute is not entitled to deference”);

38. In *Duquesne*, the Commonwealth Court recognized that the purpose of the tolling was to encourage the timely resolution of billing disputes. *Duquesne*, at 373 (Finding tolling to be “consistent with the purpose underlying the informal complaint procedure which is to encourage settlements of utility billing disputes”) (emphasis added). In turn, the Commission has applied *Duquesne* to billing complaints.³ The Company was unable to locate any Commission decision tolling the statute of limitations during the pendency of an informal complaint that was not billing related.

39. The instant Complaint concerns alleged property damage and is not a billing dispute, so the general statutory rule that a complainant has three years to file a Complaint should control.

40. Further, tolling the statute of limitations in this case would not advance the policy interests raised in *Duquesne*.

41. The BCS is tasked with resolving complaints arising under Chapter 56 of the Commission’s regulations, which concerns utility billing practices and standards. *See* 52 Pa. Code § 56.166 (“The Commission delegates to the Bureau of Consumer Services (BCS) the primary authority to resolve customer, applicant or occupant informal complaints arising under this chapter.”) (emphasis added).

42. Notably, the BCS did not issue a decision when dismissing the Complainant’s

³ *See Counsel v. Phila. Gas Works*, Docket No. C-2014-2438368 (Order entered Nov. 19, 2015); *Anderson v. Phila. Gas Works*, Docket No. C-2015-2460620 (Initial Decision issued July 17, 2015) *made final by* (Order entered Aug. 28, 2015); *SBG Management Services Inc. v. Phila. Gas Works*, Docket Nos. C-2012-2308454, et al. (Order entered Oct. 4, 2018), *Feldman v. Phila. Gas Works*, Docket No. C-2015-2497230 (Initial Decision issued April 12, 2016), *made final by* (Order entered June 15, 2016); *Howell v. Phila. Gas Works*, Docket No. C-2015-2477998, 2018 Pa. PUC LEXIS 291 (Order entered Aug. 2, 2018); *Wright v. Phila. Gas Works*, Docket No. C-2013-2368462, 2014 Pa. PUC LEXIS 274 (Initial Decision issued June 10, 2014), *made final by* (Order entered Oct. 23, 2014); *Collins v. Pa. American Water Co.*, Docket No. F-2017-2628770, 2019 Pa. PUC LEXIS 265 (Order entered Aug. 29, 2019); *Woodland v. Phila. Gas Works*, Docket No. C-2014-2418923, 2014 Pa. PUC LEXIS 716 (Initial Decision issued Aug. 14, 2014), *made final by* (Order entered June 12, 2015).

informal complaint and stated that the “PUC has limited jurisdiction over this matter at the informal level of investigation.” (Attachment A, p. 4.)

43. Tolling the statute of limitations for property disputes that the BCS does not have the authority to resolve serves no policy interest because the informal complaint procedure is not designed to address non-billing claims.

44. Further, tolling undermines the purpose of the statute of limitations in Section 3314(a) by creating legal uncertainty as to when a public utility’s liability ends. The Commission’s regulations contain no deadlines or time limits for the BCS’s review of an informal complaint, which can last months or even years. There is also no requirement that a complainant must timely appeal an informal decision to bring a formal complaint raising the same underlying concerns, because review of informal complaints is *de novo*. See 52 Pa. Code § 56.173(a). Tolling the statute of limitations without any clear time limit for the BCS to review an informal complaint leaves respondent liability unreasonably open-ended.

45. Property damage claims like this one are particularly time sensitive, as the extended passage of time erodes the condition, integrity, and accessibility of any physical evidence related to the claims, and deteriorates the memory, credibility, and availability of relevant witnesses.

46. Tolling also encourages dilatory behavior by allowing complainants to delay bringing claims after being notified that the dispute could not be resolved at the informal stage and that the utility would not be taking further action in response to the claims.

47. Here, the Complainant was provided notice in October 2024, well within the three-year statute of limitations, that: (1) the BCS could not resolve his claims at the informal level; and (2) that PPL Electric would not be taking any further action on his claims. (Attachment A, p. 4.) Yet the Complainant failed to take further action on his claim until more than 300 days later, *after*

the three-year statute of limitations had passed.⁴ Tolling the statute of limitations in this case is unwarranted, considering the Complainant's failure to timely pursue his claims.

48. For these reasons, the statute of limitations should not be tolled for the period that the BCS reviewed the Complainant's informal complaint and the Complaint is time barred pursuant to the jurisdictional statute of limitations in Section 3314(a) of the Public Utility Code.

49. Therefore, PPL Electric is entitled to summary judgment as a matter of law and the Complaint should be dismissed with prejudice.

⁴ Given the Complainant's notice that the BCS could not resolve his informal complaint and that the Company would not be taking any further action regarding the claim, any argument that the Complainant is entitled to equitable tolling of the statute of limitations similarly fails.

IV. CONCLUSION

WHEREFORE, PPL Electric Utilities Corporation respectfully requests that the Honorable Administrative Law Charice Z. Collins enter an Order granting the Motion for Summary Judgment in favor of PPL Electric Utilities Corporation and dismissing the Complaint with prejudice.

Respectfully submitted,



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Date: March 13, 2026

Attorneys for PPL Electric Utilities Corporation

ATTACHMENT A

Opening Pending Mediations Informals Formals Admin

Home
 My Work
 Case Search
 Reports

Informal Case View

General			
BCS Case No.	4002179	Case Notes	Count : 1 Detail...
CSS Account No.	██████████	Received Date	07/16/2024
CSS Name	ROBERT FITHIAN	Due Date	08/14/2024
Name	ROBERT FITHIAN	Investigator Name	CASE POOL, BCS
Service Address 1	805 MAIN ST	Mailing Address 1	2509 Pleasant Rd
Service Address 2		Mailing Address 2	
Service City, State Zip	NEWFOUNDLAND, PA 18445-	Mailing City, State Zip	FUQUAY-VARINA, NC 27526-
PUC Address	805 MAIN ST,,NEWFOUNDLAND,PA,18445-		
Service Class	RESIDENTIAL	Case Origin	TELEPHONE
Phone Number		Prior Case Number	0
Income Level		On Track	No
Reason For Contact	PEOPLE-DELIVERED SERVICE (I.E., SCHEDULING DELAYS, PERSONNEL, DAMAGES) (# 58)		
Customer Position	CUSTOMER STATED THAT THE SERVICE ADDRESS IS A THREE SEASONAL VACATION HOME THAT GETS WATER FROM NATURAL SPRING WATER FOR 45 YEARS. CUSTOMER INFORMED THAT THERE WAS A TRANSMITTER TOWER OWNED BY PPL. CUSTOMER STATED THAT A SUBCONTRACTOR FOR PPL WORKED ON THE TRANSMITTER TOWER IN JULY 2022, BUILDING A BOARDWALK AT THE LOCATION. HEAVY EQUIPMENT WAS INVOLVED IN THE WORK. THEY ACCIDENTALLY PULLED THE PIPING SYSTEM OUT OF CUSTOMER'S NATURAL SPRING WATER SOURCE. CUSTOMER CONTACTED PPL TO FIX THE PIPING SYSTEM, AND THEY REINSTALLED THE PIPING SYSTEM FOR CUSTOMER IN AUGUST 2022. CUSTOMER COMPLAINED THAT THE WATER WAS DIRTY AND WAS NOT THE SAME AS BEFORE. CUSTOMER CALLED PPL AND WAS TOLD SOMEONE WOULD CALL HIM BACK, BUT NO ONE EVER CALLED HIM AS OF NOW. CUSTOMER COMPLAINED THAT HE WENT TO THAT VACATION HOME AGAIN LAST WEEK, AND HE FOUND NO SPRING WATER WAS COMING INTO THE HOME. - RELIEF SOUGHT - REINSTALL THE NATURAL SPRING WATER PIPING CORRECTLY. THE CELL PHONE NUMBER ██████████ HAS BEEN ALLOWED TO BE SHARED. THE EMAIL ADDRESS ██████████ HAS BEEN ALLOWED TO BE SHARED.		
Company Position	07/10/2024 COMPANY WILL CALL CUSTOMER BACK.		
Related Information			
Misc Info			
Heating	No	Service	On
Acct Bal Due Date	08/28/2024	Total Account Balance	22.44
Budget Bill Amount	16.00		
Arrearage	0.00	Reported Income Amount	0.00
Date of Last Customer Contact prior to Complaint	07/10/2024		
Type Assignment			
Case Type	Informal		
Category and Section			
Primary Category	Property Damage		
Secondary Category			
Tertiary Category			
Assign To Section	Support Field Services-East-		
Ownership			
Contact Person	E02623 - Spotts,Michele K		
Written By	Huber, Chad		
Written By Date	08/15/2024		

Other Information			
Adults	0	Children	0
Amount Needed to Update Most Recent Payment Arrangement		Universal Service Program	No

[Informal Final Report](#)

Details of the Company's Original Investigation

PPL Electric Utilities (PPL EU or the Company) was performing a transmission line rebuild project in August 2022 near 805 Main St., Newfoundland, PA 18445. The Company records indicate that an unmarked black water line pipe was installed in a spring above PPL's transmission line project that crossed the right-of-way perpendicular to the work and went to the primary house near Main Street and a secondary cabin. As this is a wetland area, matting was installed for ingress/egress. Upon removal of matting, a fork from the payloader hooked/knicked the line creating a hole in the old black PVC pipe. As PPL has never been made aware of the water line, nor approved the installation within the right-of-way, via a formal encroachment review/agreement, the Company has no liability or responsibility to complete repairs or upgrades to said installation, resulting from their work. However, since we did "damage" it throughout the course of our work, the contactor took responsibility for their actions and completed repairs, in the presence of the landowner, as a good faith measure.

From the landowner's recollection, the line was put in about 40-50 years ago by the landowner's wife's grandfather. There were never any easement requests and the line was invisible as it was overgrown by weeds and covered in silt.

08/24/2023 - Robert Fithian contacted the Company and indicated that approximately 12 months ago, a PPL EU contractor (Leeward Construction) was working on the property. He indicated that he is fed by a natural spring and the contractor built a boardwalk due to wetlands to access the property. They removed the walk and pulled the pipe out of the spring. He indicated that the contractor came back and fixed the pipe, however, now the water smells and tastes like dirt. The customer indicated that he attempted to contact the contractor a few weeks ago and had not heard back from them. The customer indicated that he wants to know what can be done. The representative issued an order to the appropriate field department for review.

08/30/2023 - A Company representative contacted the customer and provided the phone number for the construction supervisor for Leeward Construction.

10/13/2023 - The Company received an email from the customer requesting a status update. The Company representative reached out to the contractor asking that someone call the customer to rectify his concerns.

11/07/2023 - The Company records indicate that the customer's concerns were addressed by the contractor when repairs were made to the water line in 2022 and no further action would be taken.

07/09/2024 - Margaret Fithian, spouse, contacted the Company and indicated that back in 2022 there was a crew working above the home on a transmission line project and equipment tore the customer's water supply line to the home out of the ground which is connected to a spring. The customer said that the home is a seasonal property and they just arrived there today and there is no water at the property. The representative advised that she would escalate her concern.

07/10/2024 - (Date of last customer contact)- A Company representative spoke to Margaret Fithian and advised her that an email was sent to the area field department to alert them of her concerns.

Company's Final Position to the Customer

The Company did not provide the customer a final position prior to the filing of the PUC complaint.

Details of Company's Investigation after BCS Contact

PPL EU has no liability or responsibility to complete repairs or upgrades to said installation, resulting from their work. However, since the line was damaged throughout the course of the work, the contactor took responsibility for their actions and completed repairs, in the presence of the landowner, as a good faith measure in 2022.

Company's Final Position to BCS

PPL EU was never made aware of the water line, nor approved the installation within the right-of-way, via a formal encroachment review/agreement.

PPL EU has no liability or responsibility to complete repairs or upgrades to said installation, resulting from their work. However, since the line was damaged throughout the course of the work, the contactor took responsibility for their actions and completed repairs, in the presence of the landowner, as a good faith measure.

PPL EU has not performed any work since that time and therefore will not be taking any additional action to address the subsequent claim of the water allegedly smelling and tasting like dirt.

PPL shall have no responsibility or liability associated with the use or consumption of water from the said waterline installation.

[Analysis Information](#)

Justified	No
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No Analysis Items Found

Return To Search	Case History	Print	Delete
Violations	Decision	Analysis	Change State
Dismiss			

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Reports

General			
BCS Case No.	4002179	CSS Account No.	██████████
Customer Name	ROBERT FITHIAN	Investigator Name	CASE POOL, BCS
Address 1	805 MAIN ST	Service Class	RESIDENTIAL
Address 2		Case Origin	TELEPHONE
City, State Zip	NEWFOUNDLAND , PA 18445	Head Date	10/04/2024
Service Restore Amount	0.00	Current Monthly Payment	0.00
Service Continue Amount	0.00	Service Continue Date	
Decision Issue	No	Ending Monthly Payment	0.00
Chapter		Oral/Written	Written
Section Rule		Violation	NO
Total Balance	22.44	Closed Date	10/03/2024
Reconnect Amount	0.00	Balance Date	08/15/2024
Special Budget Amount	0.00	Regular Budget Amount	16.00
Arrears Payment Plus	0.00	Final Monthly Payment	0.00
Resolution	DISMISSAL LETTER ISSUED: WATERLINE DAMAGED WHILE COMPANY WAS COMPLETING WORK IN THE AREA. WATER LINE WAS INSTALLED IN COMPANY'S RIGHT OF WAY WITHOUT APPROVAL VIA A FORMAL ENCROACHMENT AGREEMENT. SUBCONTRACTOR COMPLETED REPAIRS AS A GOOD WILL GESTURE. COMPANY WILL TAKE NO FURTHER ACTION. PUC HAS LIMITED JURISDICTION OVER THIS MATTER AT THE INFORMAL LEVEL OF INVESTIGATION. CASE DISMISSED.		
Terms			
Letter Description	SHORT BLANK LETTER		

Action Required Options			
Action Required	<input type="radio"/> Yes <input checked="" type="radio"/> No		
WorkQ Category	<input type="text" value=""/>		
Sub Category	<input type="text" value=""/>		
Up Front Amount	<input type="text" value=""/>	Up Front Due Date	<input type="text" value=""/>
Bill Type	<input type="text" value=""/>		
Plus Amount	<input type="text" value=""/>		
Beginning Date	<input type="text" value=""/>		
Write-Off Amount	<input type="text" value=""/>		
Comments	BCS#4002179 DEC CLOSED10/03/2024 WATERLINE DAMAGE WHEN CO COMPLETING WORK IN AREA. WATERLINE INSTALL IN CO'S ROW W/O APPROVAL VIA FORMAL ENCROACH AGREE. SUBCONT COMPLETE REPAIRS AS GOOD WILL GESTURE. DIC LIMIT JURIS OVER THIS		
Processed By	E169452	Processed Date	10/3/2024 4:24:35 PM

[Return to Case](#)

VERIFICATION

I, CHAD HUBER, being a Lead Siting Specialist at PPL Services Corporation, hereby state that the facts above set forth are true and correct to the best of my knowledge, information and belief and that I expect PPL Electric Utilities Corporation to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa.C.S. § 4904 relating to unsworn falsification to authorities.

Date: 03/13/2026

Chad Huber
Chad Huber (Mar 13, 2026 11:17:23 EDT)
Chad Huber