



Terrence McDonald, Esquire, P.C.
Attorney at Law
103 E. Drinker Street Dunmore, PA 18512
Phone: (570) 344 8744 Fax (570) 347 9462

June 9, 2026

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. Connell Equipment Inc. t/d/b/a RLE Enterprises
Docket No. C-2026-3061355
Respondent's Answer to Motion for Summary Judgment

Dear Secretary Homsher:

Enclosed for electronic filing please find Connell Equipment Inc. t/d/b/a RLE Enterprises **Answer to Motion for Summary Judgment** in the above referenced proceeding. Copies have been served on the parties of record in accordance with the Certificate of Service.

Should you have any questions, please feel free to contact me.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Terrence J. McDonald', written over a horizontal line.

Terrence J. McDonald, Esquire

Enclosure

cc: Honorable Emily Farren (via email only – efarren@pa.gov)
Stephanie Wimer, Deputy Chief Prosecutor (via email only – stwimer@pa.gov)
Colby B. Widdowson, Esquire

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

PENNSYLVANIA PUBLIC UTILITY	:	
COMMISSION, BUREAU OF	:	
INVESTIGATION AND ENFORCEMENT,	:	
	:	Docket No. C-2026-3061355
Complainant,	:	
	:	
v.	:	
	:	
CONNELL EQUIPMENT, INC., T/D/B/A	:	
RLE ENTERPRISES,	:	
Respondent.	:	
	:	

RESPONDENT’S ANSWER TO MOTION FOR SUMMARY JUDGMENT

Connell Equipment Inc. t/d/b/a RLE Enterprises (“RLE”), by and through its attorney, files this Answer to Motion for Summary Judgment pursuant to Section 5.102(b) of the Commission’s regulations, 52 Pa. Code §5.102(b), and in support thereof, RLE states as follows:

I. INTRODUCTION AND BACKGROUND

1. Admitted.
2. Admitted in part. It is admitted that the Underground Utility Line Protection Law (“PA One Call Law”) authorizes the Commission to hear and determine complaints against excavators for alleged violations of the PA One Call Law. The remainder of the Paragraph references written documents that speak for themselves.
 3. 73 P.S. §§ 182.8(c)(2) is a written document that speaks for itself.
 4. 73 P.S. §§ 182.10(b)(i) and (b)(ii) are written documents that speak for themselves.
 5. Admitted in part. It is admitted that RLE is an excavator and that an excavator is subject to the authority of the Commission. 73 P.S. § 182.10 is a written document that speaks

for itself. The remainder of the Paragraph contains statements of law to which no response is necessary.

6. Admitted.

7. This Paragraph references a written document which speaks for itself.

8. This Paragraph references a written document which speaks for itself.

9. This Paragraph references a written document which speaks for itself. By way of further answer, prior to excavation commencing, Hanover Township informed the project owner, Pennsylvania American Water Company (“PAWC”) and RLE that it did not own the sewer laterals, that sewer laterals were not mapped, that the locations of the sewer laterals were unknown, and that it did not and would not be marking the sewer laterals.

10. This Paragraph references a written document which speaks for itself.

11. This Paragraph references a written document which speaks for itself.

12. This Paragraph references a written document which speaks for itself.

13. This Paragraph references a written document which speaks for itself.

14. This Paragraph references a written document which speaks for itself.

15. Admitted. By way of further answer, because Hanover Township informed PAWC and RLE that it did not own the sewer laterals, they were not mapped, the locations of the sewer laterals were unknown, and it did not and would not mark the sewer laterals, PAWC, Hanover Township, and RLE agreed, which was made part of RLE’s contract, that any damaged sewer laterals would be repaired by RLE and PAWC would pay for all repairs and warrant the work for one year.

16. Admitted in part, denied in part. It is admitted after the facility owner stated it did not know where the sewer laterals were located and would not mark them, the project owner and

the facility owner agreed, prior to excavation commencing, that RLE would repair any sewer lateral damaged during excavation and the PAWC would pay the cost of repair. Any indication to the contrary is denied.

17. This Paragraph references a written document which speaks for itself.

18. Denied. It is specifically denied RLE failed to deny the allegations of material fact in I&E's Complaint and did not raise a genuine dispute as to any material fact. By way of further answer, Hanover Township made clear at a complex ticket meeting that it did not own the sewer laterals, it did not have mapping for the sewer laterals and it would not be marking the sewer laterals. As a direct result, prior to excavation commencing, an agreement was reached by PAWC, Hanover Township, and RLE that any sewer laterals damaged during excavation would be repaired by RLE. Additionally, the project owner, PAWC, would pay the costs for repairing the sewer lateral and it would warrant the work for one (1) year. PAWC's agreement with RLE was modified to reflect this change in RLE's scope of work. Additionally, this issue was previously addressed by the Damage Prevention Committee in Case Number 56596 on December 9, 2025 where it was unanimously agreed to remove the claimed violation and penalty citing to the language in 73 P.S. 180(5) since the facility owner notified RLE that it would not be marking the sewer laterals. Hanover Township's failure and inability to mark the sewer laterals, the modification of the scope of work based on Hanover Township's action or failure to act, and the prior decision from the Damage Prevention Committee on this very issue either directly or by implication denies the allegations raised in I&E's Complaint and raise a genuine issue of material fact that precludes summary judgment.

19. This paragraph sets forth a legal conclusion to which no response is required and is deemed denied. By way of further answer, RLE's Answer and New Matter, and the Affidavit

attached hereto, demonstrate that genuine issues of material fact exist when viewed in the light most favorable to RLE and I&E's motion for summary judgment must be denied as a result.

II. PROCEDURAL BACKGROUND

20. Admitted.

21. Admitted.

22. Admitted.

23. Admitted.

24. Admitted.

III. ARGUMENT

A. Summary Judgment Standard

25. Admitted.

26. Admitted. By way of further answer, a genuine issue of material fact exists as to whether RLE violated 73 P.S. §§ 180(4) and 180(5), or PA One Call Law which precludes summary judgment from being granted. RLE adopts Paragraph 18 of its answer herein as though same were fully set forth at length.

27. Admitted.

28. Admitted. By way of further answer, RLE did not rely solely on the admissions or denials in its pleadings. To the contrary, RLE has submitted genuine issues of material fact that preclude summary judgment from being granted. RLE adopts Paragraph 18 of its answer herein as though same were fully set forth at length.

29. Admitted in part, denied in part. It is admitted that when there are disputed questions of fact, a hearing or trial is necessary. *Painter v. Pennsylvania Public Utility Comm'n*, 116 A.3d 749, 755 Pa. Cmwllth. 2015). It is further admitted that summary judgment is only

appropriate if there is no genuine issue as to a material fact and that the moving party is entitled to judgment as a matter of law. 52 Pa. Code. § 5.102(d)(1). To the extent Paragraph 29 alleges that no factual dispute exists, the same is specifically denied.

30. Denied. It is specifically denied that the pleadings and accompanying affidavit attached to I&E's Motion demonstrate that no genuine issue of material fact exists or that it must prevail as a matter of law. By way of further answer, Section 180(5) expressly provides that where a facility owner fails to respond or notifies the excavator that the line cannot be marked within the time frame and a mutually agreeable date for marking cannot be arrived at, the excavator may proceed with the excavation, provided he exercises due care. 73 P.S. § 180(5). Hanover Township advised RLE prior to excavation that it did not know the location of the sewer laterals, possessed no maps or records identifying their locations, and would not be marking them. Section 180(5) expressly permitted RLE to proceed with excavation. Prior to excavation, Hanover Township, PAWC, and RLE discussed how the project would proceed in light of Hanover Township's inability to identify or mark the sewer laterals. Following those discussions, Hanover Township, PAWC, and RLE agreed that any sewer lateral damaged during excavation would be repaired, PAWC agreed to pay the costs associated with such replacement, and the project scope was modified accordingly. The agreement was reached specifically because Hanover Township advised that the sewer laterals could not be identified or marked before excavation commenced.

Moreover, Section 180(4) requires excavators to exercise due care with respect to lines "where positions have been provided to the excavator by the facility owners pursuant to section 2(5)." 73 P.S. § 180(4). Here, Hanover Township did not provide the positions of the sewer laterals and advised that it could not do so. Whether RLE's conduct under these circumstances

satisfied the requirements of §§ 180(4) and 180(5) presents a disputed issue of fact and law that cannot be resolved on summary judgment.

31. Denied as stated. It is specifically denied that the main thrust of RLE's defense is that the sewer laterals were privately owned and therefore outside the scope of the Pennsylvania One Call Law. While it is admitted that the sewer laterals were privately owned and not owned by Hanover Township, RLE's primary defense is as set forth in Paragraph 30 of this answer, which is incorporated by reference herein as though fully set forth at length. Specifically, Hanover Township advised prior to excavation that it did not know the location of the sewer laterals, possessed no maps or records identifying their locations, and would not mark the sewer laterals. Because Hanover Township could not identify or mark the sewer laterals, Hanover Township, PAWC, and RLE discussed how the project would proceed and agreed that any sewer lateral damaged during excavation would be repaired, PAWC would pay the costs associated with such repairs, and the project scope would be modified accordingly. RLE further maintains that this identical issue was previously presented to the Damage Prevention Committee, which removed the alleged violation after considering the circumstances surrounding the inability to mark the sewer laterals. Accordingly, I&E has misstated the primary basis of RLE's defense.

32. Denied. It is specifically denied that RLE acknowledges that its defense rests solely upon an interpretation of law and not upon a genuine issue of material fact. By way of further answer, RLE incorporates by reference its responses to Paragraphs 30 and 31 as though fully set forth herein. RLE maintains that genuine issues of material fact exists regarding, inter alia, Hanover Township's inability to identify or mark the sewer laterals, the agreement reached among Hanover Township, PAWC, and RLE concerning damaged sewer laterals, and the application of 73 P.S. §§ 180(4) and 180(5) to those circumstances.

33. Denied. To the extent Paragraph 33 asserts that I&E is entitled to judgment as a matter of law even if the sewer laterals were privately owned, the allegation is specifically denied. By way of further answer, RLE incorporates by reference its responses to Paragraphs 30 and 31 as though fully set forth herein. As set forth therein, RLE's defense is not limited to the ownership of the sewer laterals, but also concerns Hanover Township's inability to identify or mark the sewer laterals, the agreement reached among Hanover Township, PAWC, and RLE prior to excavation, and the resulting modification of the project scope. Accordingly, Paragraph 33 does not establish the absence of a genuine issue of material fact.

34. Admitted in part, denied in part. It is admitted that the quoted language accurately reflects a portion of the definition of "line" or "facility" contained in 73 P.S. § 176 and that the sewer laterals at issue were underground pipes intended for sewage. To the extent it is suggested that the existence of a "line" or "facility" establishes a violation of the Pennsylvania One Call Law or resolves the disputed issues of material fact in this matter, same is denied. By way of further answer, RLE incorporates by reference its responses to Paragraphs 30 and 31 as though fully set forth herein.

35. Admitted in part, denied in part. It is admitted that the quoted language accurately reflects a portion of the definition of "facility owner" contained in 73 P.S. § 176. It is denied that Paragraph 35 establishes, as a matter of law, that I&E is entitled to judgment or that no genuine issue of material fact exists. By way of further answer, Hanover Township advised RLE prior to excavation commencing that the sewer laterals were not owned by Hanover Township, that Hanover Township did not know the location of the sewer laterals, that it possessed no maps or records identifying their locations, and that it would not be marking the sewer laterals. RLE further incorporates by reference its response to Paragraphs 30 and 34 as though fully set forth

herein. Accordingly, RLE denies that Paragraph 35 establishes the absence of a genuine issue of material fact or resolves the disputed issues concerning the application of 73 P.S. §§ 180(4) and 180(5) to those circumstances.

36. Admitted.

37. Denied. It is specifically denied that Paragraph 37 establishes, as a matter of law, that Hanover Township operated the privately-owned sewer laterals at issue or that the exclusion contained within the definition of “facility owner” is inapplicable. By way of further answer, RLE incorporates by reference its responses to Paragraphs 30 and 34 as though fully set forth herein. Whether Hanover Township constituted a “facility owner” with respect to the privately owned sewer laterals does not resolve the disputed factual issues concerning Hanover Township’s inability to identify or mark the sewer laterals, the agreement reached among Hanover Township, PAWC, and RLE prior to excavation, or the application of 73 P.S. §§ 180(4) and 180(5) under the circumstances presented in this matter. Accordingly, Paragraph 37 does not establish the absence of a genuine issue of material fact or entitle I&E to judgment as a matter of law.

38. Denied. It is specifically denied that Paragraph 38 establishes, as a matter of law, that Hanover Township operated the privately-owned sewer laterals at issue or that the exclusion contained within the definition of “facility owner” is inapplicable. By way of further answer, RLE incorporates by reference its responses to Paragraphs 30 and 34 as though fully set forth herein. Whether Hanover Township constituted a “facility owner” with respect to the privately owned sewer laterals does not resolve the disputed factual issues concerning Hanover Township’s inability to identify or mark the sewer laterals, the agreement reached among Hanover Township, PAWC, and RLE prior to excavation, or the application of 73 P.S. §§ 180(4)

and 180(5) under the circumstances presented in this matter. Accordingly, Paragraph 38 does not establish the absence of a genuine issue of material fact or entitle I&E to judgment as a matter of law.

39. Denied. It is specifically denied that Paragraph 39 establishes, as a matter of law, that Hanover Township operated the privately-owned sewer laterals at issue or that Hanover Township was the “facility owner” of the sewer laterals for purposes of the Pennsylvania One Call Law. By way of further answer, RLE incorporates by reference its responses to Paragraphs 30 and 38 as though fully set forth herein. Hanover Township advised RLE prior to excavation that the sewer laterals were not owned by Hanover Township, that it possessed no maps or records identifying their locations, and that it would not be marking them prior to excavation. Whether Hanover Township constituted a “facility owner” with respect to the privately owned sewer laterals does not resolve the disputed factual issues concerning Hanover Township’s inability to identify or mark the sewer laterals, the agreement reached among Hanover Township, PAWC, and RLE prior to excavation, or the application of 73 P.S. §§ 180(4) and 180(5) under the circumstances presented in this matter. Accordingly, Paragraph 39 does not establish the absence of a genuine issue of material fact or entitle I&E to judgment as a matter of law.

40. Denied. Paragraph 40 states legal conclusions and statutory interpretations to which no response is required. To the extent a response is deemed necessary, it is denied that Paragraph 40 establishes that Respondent violated 73 P.S. §§ 180(4) or 180(5) or that I&E is entitled to judgment as a matter of law. By way of further answer, RLE incorporates by reference its responses to Paragraphs 30 and 39 as though fully set forth herein.

41. Admitted insofar as Paragraph 41 accurately quotes a portion of 73 P.S. § 180(4). Denied to the extent Paragraph 41 suggests that the quoted statutory language establishes, as a

matter of law, that RLE violated 73 P.S. § 180(4) or that I&E is entitled to judgment as a matter of law.

42. Admitted in part and denied in part. It is admitted that Paragraph 42 quotes language appearing in 73 P.S. § 180(5). It is denied that the quoted language appears in 73 P.S. § 180(4) as alleged. Respondent incorporates by reference its responses to Paragraphs 30, 40, and 41 as though fully set forth herein.

43. Admitted in part, denied in part. It is admitted that Hanover Township advised Respondent that the sewer laterals could not be marked and that Respondent subsequently struck and damaged six sewer laterals during the project. It is specifically denied that RLE admitted Hanover Township was the facility owner of the privately-owned sewer laterals at issue. It is also specifically denied that Respondent admitted there was insufficient information to safely excavate, that Respondent failed to employ prudent techniques, that Respondent failed to exercise due care, or that Respondent violated 73 P.S. §§ 180(4) or 180(5). By way of further answer, Hanover Township advised Respondent prior to excavation that it did not know the locations of the sewer laterals, possessed no maps or records identifying their locations, and would not mark the sewer laterals. Because Hanover Township advised that the sewer laterals could not be identified or marked, Hanover Township, PAWC, and Respondent discussed how the project would proceed and agreed that any sewer lateral damaged during excavation would be repaired, that PAWC would pay the costs associated with such repair, and that the project scope would be modified accordingly. Whether Respondent's conduct under those circumstances satisfied the requirements of 73 P.S. §§ 180(4) and 180(5) presents a disputed issue of fact and law that cannot be resolved on summary judgment.

44. Denied. It is specifically denied that Respondent's admissions establish that

Respondent acted with "callous disregard" toward the sewer laterals or otherwise establish a violation of the Pennsylvania One Call Law. Paragraph 44 is argumentative, contains improper characterizations of the record, and states conclusions rather than material facts. By way of further answer, RLE incorporates by reference its responses to Paragraphs 30, 31 and 43 as though fully set forth herein. Accordingly, Paragraph 44 does not establish the absence of a genuine issue of material fact or entitle I&E to judgment as a matter of law.

45. Denied. It is specifically denied that I&E is entitled to summary judgment as a matter of law or that no genuine issues of material fact exist. By way of further answer, Respondent incorporates by reference its responses to Paragraphs 30 through 44 as though fully set forth herein. RLE maintains that genuine issues of material fact remain regarding, inter alia, Hanover Township's inability to locate or mark the sewer laterals, the information available to Respondent prior to excavation, the discussions and agreements among Hanover Township, PAWC, and RLE concerning the repair of damaged sewer laterals, the modification of the project scope, and the application of 73 P.S. §§ 180(4) and 180(5) to the circumstances presented in this matter. Accordingly, summary judgment is inappropriate and should be denied.

IV. CONCLUSION

WHEREFORE, Respondent, Connell Equipment, Inc., t/d/b/a RLE Enterprises, respectfully requests that Your Honor deny the Bureau of Investigation and Enforcement's Motion for Summary Judgment in its entirety. Respondent further requests that the Bureau's request for summary disposition be denied because genuine issues of material fact remain concerning, inter alia, Hanover Township's inability to locate or mark the sewer laterals, the discussions and agreements among Hanover Township, Pennsylvania American Water Company, and Respondent concerning the repair of damaged sewer laterals, and the modification

of the project scope, and the application of 73 P.S. §§ 180(4) and 180(5) to the circumstances presented in this matter. Respondent further requests such other relief as may be just and appropriate.

Respectfully submitted,




Terrence J. McDonald, Esquire
Sup. Ct. I.D. No. 81330
103 E. Drinker Street
Dunmore, PA 18512
Phone: 570-344-8744
Email: terry@terrymcdonaldlaw.com

Date: June 9, 2026

VERIFICATION

I, A.J. Kochanski, hereby state that the facts set forth in the attached Answer to Motion for Summary Judgment are true and correct to the best of my knowledge, information and belief, and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements made herein are made subject to the penalties of 18 Pa. Cons. Stat. § 4904 relating to unsworn falsification to authorities.



A.J. Kochanski, Superintendent of
Connell Equipment, Inc., t/b/a
RLE Enterprises

Dated: 10/9/26

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

PENNSYLVANIA PUBLIC UTILITY	:	
COMMISSION, BUREAU OF	:	
INVESTIGATION AND ENFORCEMENT,	:	
	:	Docket No. C-2026-3061355
Complainant,	:	
	:	
v.	:	
	:	
CONNELL EQUIPMENT, INC., T/D/B/A	:	
RLE ENTERPRISES,	:	
Respondent.	:	

CERTIFICATE OF SERVICE

I hereby certify that on the 9th day of June 2026, the above-referenced Answer to Motion for Summary Judgment was served upon the people and in the manner indicated below, which service satisfies the requirements of 52 Pa.Code § 1.54 (relating to service by party)

SERVED VIA FIRST CLASS MAIL AND ELECTRONIC MAIL ON JUNE 9, 2026

Colby B. Widdowson, Prosecutor
Pennsylvania Public Utility Commission
Bureau of Investigation and Enforcement
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120
cwiddowson@pa.gov

Respectfully submitted,



Terrence J. McDonald, Esquire
Sup. Ct. I.D. No. 81330
103 E. Drinker Street
Dunmore, PA 18512
Phone: (570) 344-8744
Email: terry@terrymcdonaldlaw.com

*Counsel for Respondent Connell
Equipment, Inc. t/d/b/a RLE Enterprises*

Date: June 9, 2026