



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

BUREAU OF
INVESTIGATION
&
ENFORCEMENT

October 31, 2023

Via Electronic Filing

Rosemary Chiavetta, 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.
TSE, Inc.
Docket No. C-2021-3024955
Joint Petition for Approval of Settlement

Dear Secretary Chiavetta:

Enclosed for electronic filing is the Joint Petition for Approval of Settlement in the above-referenced proceeding, as well as the following Appendices: Appendix A – Proposed Ordering Paragraphs and Appendix B – the Statement in Support of the Bureau of Investigation and Enforcement. In lieu of Appendix C, TSE, Inc. will join I&E's Statement in Support.

Copies have been served on the parties of record in accordance with the Certificate of Service.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'G. Rosul', is written over a light blue horizontal line.

Grant Rosul
Prosecutor
Bureau of Investigation and Enforcement
PA Attorney ID No. 318204
(717) 783-5243
grosul@pa.gov

GR/ac
Enclosures

cc: Office of Special Assistants (*via email* – ra-OSA@pa.gov)
Michael L. Swindler, Deputy Chief Prosecutor – I&E-Enforcement (*via email*)
Per Certificate of Service

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission,	:	
Bureau of Investigation and Enforcement,	:	
Complainant	:	
	:	
v.	:	Docket No. C-2021-3024955
	:	
TSE, Inc.,	:	
Respondent	:	

**JOINT PETITION
FOR APPROVAL OF SETTLEMENT**

TO THE HONORABLE PENNSYLVANIA PUBLIC UTILITY COMMISSION:

Pursuant to 52 Pa. Code §§ 5.41 and 5.232, the Pennsylvania Public Utility Commission’s (“Commission”) Bureau of Investigation and Enforcement (“I&E” or “Complainant”) and TSE, Inc. (“TSE,” “Company,” or “Respondent”) hereby submit this Joint Petition for Approval of Settlement (“Settlement” or “Settlement Agreement”) to resolve all issues related to the above-docketed I&E Formal Complaint (“Complaint”) proceeding. The Complaint alleges violations of the Underground Utility Line Protection Law, Act of October 30, 2017, P.L.806, No. 50 (hereinafter referred to as the “PA One Call Law”), 73 P.S. §§ 176, *et seq.*, which were raised in connection with a hit to a natural gas pipeline that occurred on May 14, 2018, in Dunmore, Pennsylvania. As part of this Settlement Agreement, I&E and TSE (hereinafter referred to collectively as the “Parties” or “Joint Petitioners”) respectfully request that the Commission enter a Final Opinion and Order approving the Settlement, without modification. A Joint Proposed

Ordering Paragraphs is attached hereto as **Appendix A**. Statements in Support of the Settlement expressing the individual views of I&E and TSE are attached hereto as **Appendix B** and **Appendix C**, respectively.

I. INTRODUCTION

1. The Parties to this Settlement Agreement are the Pennsylvania Public Utility Commission's Bureau of Investigation and Enforcement, by its prosecuting attorney, 400 North Street, Harrisburg, PA 17120 and TSE, Inc. with its principal place of business at 1302 Dunham Drive, Dunmore, PA 18512.

2. The Pennsylvania Public Utility Commission is a duly constituted agency of the Commonwealth of Pennsylvania empowered to regulate public utilities within this Commonwealth, as well as other entities subject to its jurisdiction, pursuant to 66 Pa.C.S. §§ 101, *et seq.* Pursuant to Section 182.10 of the PA One Call Law, 73 P.S. § 182.10, the Commission is also authorized to regulate excavators and other stakeholders for the purposes of enforcing the PA One Call Law.

3. I&E is the entity established to prosecute complaints against public utilities and other entities subject to the Commission's jurisdiction pursuant to 66 Pa.C.S. § 308.2(a)(11); *See Implementation of Act 129 of 2008; Organization of Bureaus and Offices*, Docket No. M-2008-2071852 (Order entered August 11, 2011) (delegating authority to initiate proceedings that are prosecutory in nature to I&E); *See also* 73 P.S. § 182.8(c)(2)-(d).

4. Section 182.10 of the PA One Call Law, 73 P.S. § 182.10, authorizes and obligates the Commission to execute and enforce the provisions of the PA One Call Law.

5. Sections 182.8(c)-(d) and 182.10 of the PA One Call Law, 73 P.S. §§ 182.8(c)-(d) and 182.10, authorize the Commission to, *inter alia*, hear and determine complaints against stakeholders for violations of the PA One Call Law.

6. Section 182.10(a) of the PA One Call Law, 73 P.S. § 182.10(a), authorizes the Commission to impose administrative penalties on stakeholders who violate the PA One Call Law. Section 182.10(b)(1)(i)-(ii) allows for the imposition of an administrative penalty not to exceed \$2,500 for each violation or if the violation results in injury, death, or property damage of \$25,000 or more, an administrative penalty not to exceed \$50,000.

7. Respondent is an “excavator” as that term is defined in Section 176 of the PA One Call Law, 73 P.S. § 176, as it “performs excavation or demolition work for [itself] or for another person.”

8. Respondent, as an excavator, is subject to the power and 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.

9. Pursuant to the provisions of the applicable Commonwealth statutes, the Commission has jurisdiction over the subject matter and the actions of TSE as set forth, *infra*.

II. BACKGROUND

10. On May 14, 2018, while performing excavation work, TSE hit and damaged a marked, underground UGI Utilities, Inc. (“UGI”) pipeline with powered equipment in Dunmore, Pennsylvania (hereinafter referred to as “incident”).

11. Subsequently, TSE and UGI submitted alleged violation reports (“AVRs”) with the Pennsylvania One Call System (“POCS”) reporting the incident.

12. On April 15, 2018, a Damage Prevention Investigator (“DPI”) of I&E’s Damage Prevention Section prepared a DPI Report citing the Company for failing to exercise due care and to take all reasonable steps necessary to avoid injury to or otherwise interfere with all lines where positions have been provided to the excavator by the facility owner and for failing to provide support and mechanical protection for known facility owner’s lines at the work site during excavation in violation of 73 P.S. §§ 180(4) and (6)(ii), respectively.

13. On November 7, 2018, TSE appeared before the Pennsylvania Damage Prevention Committee (“DPC”) to present its position on the matter.

14. That same day, the DPC issued an informal determination finding TSE to be in violation of 73 P.S. §§ 180(4) and (6)(ii) and imposing a total administrative penalty of One Thousand Five Hundred Dollars (\$1,500) on the Company.

15. On December 26, 2018, TSE submitted a rejection of the DPC’s informal determination.

16. Consequently, on or about July 2, 2020, I&E’s Damage Prevention Section referred the matter to I&E for the purpose of issuing a formal complaint.

17. After conducting a *de novo* review of the matter, I&E filed a Complaint with the Commission on April 1, 2021 at Docket No. C-2021-3024955. I&E’s Complaint included allegations that:

a. On April 24, 2018, TSE placed an excavation routine ticket (“routine

- ticket”) with the POCS at Serial No. 20181143788 to conduct an excavation with powered equipment;
- b. The purpose of the excavation was to install a water line for Pennsylvania-American Water Company;
 - c. The routine ticket identified the work site as Butler Street between the Butler Street intersections with Wheeler Avenue and Sixth Street in Dunmore, Pennsylvania 18512;
 - d. UGI is the facility owner of gas lines and facilities that run underground in the vicinity of the work site;
 - e. An underground gas line is a “line” or “facility” as defined in 73 P.S. § 176;
 - f. On April 26, 2018, UGI responded “FIELD MARKED” to TSE’s routine ticket through the POCS indicating that UGI had located and marked its underground lines at the work site;
 - g. At all material times hereto, Respondent was an “excavator” as defined in Section 73 P.S. § 176;
 - h. Respondent located and exposed UGI’s line at the work site;
 - i. On May 14, 2018, TSE damaged UGI’s exposed line at the work site with a backhoe during backfilling;
 - j. After damaging UGI’s line, TSE submitted an AVR with the POCS, pursuant to 73 P.S. § 180(16);

- k. The purpose of an AVR is to report to the Commission through the POCS an alleged violation of the PA One Call Law that has been committed in association with excavation or demolition work;
- l. In its AVR, TSE describes the type of alleged violation as an “Excavator Issue” and admits that the reason for the AVR is that TSE “[f]ailed to plan the excavation or demolition work to avoid damage or minimize interference with a facility owner’s facilities in a construction area §5(6)(i);”
- m. Respondent further admits in its AVR that while it was “performing [its] compaction of [the] trench for the day a rock pushed against the gas line” and that there was “[r]eally nothing [TSE] could of [sic] done to prevent this matter;”
- n. “Compaction of trench” is a part of the backfilling process; and
- o. After damaging UGI’s line, Respondent did not submit a damage emergency notification with the POCS.

18. In the Complaint, I&E requested that the Commission impose a cumulative administrative penalty upon Respondent in the amount of Four Thousand Dollars (\$4,000.00) and direct Respondent to perform each of the corrective actions detailed in the Complaint.

19. On April 19, 2021, Respondent, through counsel, filed an Answer to I&E’s Complaint at the above-referenced docket. In its Answer, Respondent asserted that a large piece of non-visible rock, embedded in the embankment at the work site in

question, dislodged from the vibration of distant compaction activities and pushed against UGI's gas line, severing the line.

20. Thereafter, settlement discussions between the Parties commenced.

21. On October 24, 2022, the Parties reached a Settlement in Principle.

III. ALLEGED VIOLATIONS AND DEFENSES

22. Had this matter been fully litigated, I&E would have proffered evidence and legal arguments to support its allegations that TSE committed the following violations:

- A. TSE failed to plan the excavation to avoid damage to or minimize interference with UGI's facilities at the work site in that after exposing UGI's line at the work site, Respondent damaged the line. If proven, this is a violation of 73 P.S. § 180(6)(i).
- B. TSE failed to provide support and mechanical protection for known UGI's lines at the work site during excavation, including during backfilling operations, as was reasonably necessary for the protection of such lines in that after exposing UGI's line at the work site, TSE damaged the line during backfilling. If proven, this is a violation of 73 P.S. § 180(6)(ii).
- C. TSE failed to use its best efforts to comply with Common Ground Alliance Best Practice 5.15 (requiring an excavator to use "reasonable care to avoid damaging underground facilities") in that TSE damaged the exposed UGI line.

If proven, this is a violation of 73 P.S. § 184.

- D. TSE failed to use its best efforts to comply with Common Ground Alliance Best Practice 5.22 (requiring an excavator to “support and protect exposed underground lines and facilities from damage”) in that TSE damaged and failed to support and protect the exposed UGI line.

If proven, this is a violation of 73 P.S. § 184.

- E. TSE failed to use its best efforts to comply with Common Ground Alliance Best Practice 5.24 (requiring an excavator “causing damage to underground facilities . . . [to notify] the facility owner/operator and the one call center”) in that after damaging UGI’s line, TSE did not notify the POCS by submitting a damage emergency notification with the POCS.

If proven, this is a violation of 73 P.S. § 184.

- F. TSE failed to use its best efforts to comply with Common Ground Alliance Best Practice 5.27 (requiring an excavator to “[protect] all facilities from damage when backfilling an excavation”) in that after exposing UGI’s line at the work site, TSE damaged and failed to protect the line during backfilling.

If proven, this is a violation of 73 P.S. § 184.

23. Had this matter been fully litigated, TSE would have denied each of the alleged violations of the PA One Call Law.

IV. SETTLEMENT TERMS

24. Pursuant to the Commission's policy of encouraging settlements that are reasonable and in the public interest,¹ I&E and TSE held a series of extensive and comprehensive technical discussions that culminated in this Settlement. The purpose of this Joint Petition for Approval of Settlement is to resolve this matter without further litigation. There has been no evidentiary hearing before any tribunal and no sworn testimony taken in I&E's Complaint proceeding docketed at C-2021-3024955.

25. The Settlement is a compromise of the allegations in the Complaint, which I&E intended to prove, and that TSE intended to disprove.

26. I&E and TSE, 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 shall create the following rights and obligations:

- A. TSE will pay an administrative penalty in the amount of Two Thousand Five Hundred Dollars (\$2,500.00) pursuant to 73 P.S. § 182.10(b). Said payment shall 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-2021-3024955, shall be

¹ See 52 Pa. Code § 5.231(a).

indicated with the certified check or money order and the payment shall be sent to:

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

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

- B. TSE shall require its employees engaged in excavation work to attend annual, third-party training on excavation and trenching safety for three (3) years.

27. Following the completion of annual, third-party training, each year for three (3) years, TSE shall file with the Commission a verification acknowledging that such training has been complied with, pursuant to 52 Pa. Code § 5.591. In addition, I&E's Damage Prevention Section shall have the opportunity to confirm compliance.

28. Upon Commission approval of the Settlement in its entirety without modification and payment of the administrative penalty, I&E shall be deemed to have released TSE from all past claims that were made or could have been made for monetary and/or other relief based on allegations associated with the May 14, 2018 incident.

29. I&E and TSE jointly acknowledge that approval of this Settlement Agreement is in the public interest and fully consistent with the factors that the Commission must consider in determining the administrative penalty to be assessed for violations of the PA One Call Law, 73 P.S. § 182.10(b)(2).

V. CONDITIONS OF SETTLEMENT

30. This document represents the Settlement Agreement in its entirety. No changes to obligations set forth herein may be made unless they are in writing and are expressly accepted by the Parties. This Settlement Agreement shall be construed and interpreted under Pennsylvania law.

31. The Settlement is conditioned upon the Commission's approval of the terms and conditions contained in this Joint Petition for Approval of Settlement without modification. If the Commission modifies this Settlement Agreement, any party may elect to withdraw from the Settlement and may proceed with litigation and, in such event, this Settlement Agreement shall be void and of no effect. Such election to withdraw must be made in writing, filed with the Secretary of the Commission and served upon the other party within twenty (20) days after entry of an Order modifying the Settlement.

32. The Parties agree that the underlying allegations were not the subject of any hearing and that there has been no order, findings of fact or conclusions of law rendered in this Complaint proceeding. It is further understood that, by entering into this Settlement Agreement, TSE has made no concession or admission of fact or law and may dispute all issues of fact and law for all purposes 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. Nor may this settlement be used by any other person or entity as a concession or admission of fact or law. Furthermore, it is further understood that this Formal Complaint and Joint Settlement Petition shall not be considered by the Commission in any future proceedings, including but not limited to

subsequent Formal Complaints, citations, or other alleged violations of the PA One Call Law, for the purposes of assessing the administrative penalties set forth in 73 P.S. § 182.10.

33. This Settlement Agreement is being presented only in the context of this proceeding in an effort to resolve the proceeding in a manner that is fair and reasonable. This Settlement is presented without prejudice to any position that any of the Parties may have advanced and without prejudice to the position any of the Parties may advance in the future on the merits of the issues in any other proceedings, except to the extent necessary to effectuate or enforce the terms and conditions of this Settlement Agreement. This Settlement does not preclude the Parties from taking other positions in any other proceeding but is conclusive in this proceeding and may not be reasserted in any other proceeding or forum except for the limited purpose of enforcing the Settlement by a Party.

34. The terms and conditions of this Settlement Agreement constitute a carefully crafted package representing reasonably negotiated compromises on the issues addressed herein. Thus, the Settlement Agreement is consistent with the Commission's rules and practices encouraging negotiated settlements set forth in 52 Pa. Code § 5.231.

WHEREFORE, the Pennsylvania Public Utility Commission's Bureau of Investigation and Enforcement and TSE respectfully request that the Commission approve the terms of the Joint Petition for Approval of Settlement without modification and in their entirety as being in the public interest.

Respectfully Submitted,

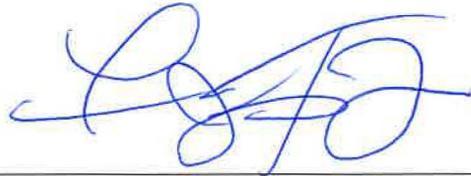
**Pennsylvania Public Utility Commission,
Bureau of Investigation and Enforcement**

TSE, Inc.

By:



By:



Grant Rosul, Prosecutor
PA Attorney ID No. 318204
Pennsylvania Public Utility Commission
Bureau of Investigation and Enforcement
400 North Street
Harrisburg, PA 17120
grosul@pa.gov

Frank J. Tunis, Jr., Esquire
PA Attorney ID No. 84264
Tunis Law
347 R. Main Street
Dickson City, PA 18519
frank@ftunislaw.com
gunnytun@yahoo.com

Counsel for TSE, Inc.

Date: 10/26/2023

Date: 10 | 26 | 2023

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission,	:	
Bureau of Investigation and Enforcement,	:	
Complainant	:	
	:	
v.	:	Docket No. C-2021-3024955
	:	
TSE, Inc.,	:	
Respondent	:	

PROPOSED ORDERING PARAGRAPHS

1. That the Joint Petition for Approval of Settlement filed on October 30, 2023, between the Commission’s Bureau of Investigation and Enforcement and TSE, Inc. is approved in its entirety without modifications.

2. That within thirty (30) days of the date this Order becomes final, TSE, Inc. shall pay Two Thousand Five Hundred dollars (\$2,500), which consists of the entirety of the administrative penalty amount. Said payment shall be made by certified check or money order payable to “Commonwealth of Pennsylvania” and shall be sent to:

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

3. That the administrative penalty shall not be tax deductible under Section 162(f) of the Internal Revenue Code, 26 U.S.C.S. § 162(f).

4. That TSE, Inc. shall require its employees engage in excavation work to attend annual, third-party training on excavation and trenching safety for three (3) years.

5. Following the training of the annual, third-party training, each year for three (3) years, TSE, Inc. shall file with the Commission a verification acknowledging that such training has been complied with, pursuant to 52 Pa. Code § 5.591. In addition, I&E's Damage Prevention Section shall have the opportunity to confirm compliance.

6. A copy of this Opinion and Order shall be served upon the Financial and Assessment Chief, Office of Administrative Services.

7. That the above-captioned matter shall be marked closed upon receipt of TSE, Inc.'s payment of the administrative penalty.

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission,	:	
Bureau of Investigation and Enforcement,	:	
Complainant	:	
	:	
v.	:	Docket No. C-2021-3024955
	:	
TSE, Inc.,	:	
Respondent	:	

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

TO THE HONORABLE PENNSYLVANIA PUBLIC UTILITY COMMISSION:

The Bureau of Investigation and Enforcement (“I&E”) offers the following Statement in Support of the Joint Petition for Settlement between TSE, Inc. and I&E for TSE’s violations of the PA One Call Law, 73 P.S. § 176 *et seq.*¹

I. INTRODUCTION

I&E is the entity established to prosecute complaints against public utilities and other entities subject to the Commission’s jurisdiction pursuant to 66 Pa.C.S. § 308.2(a)(11); See *Implementation of Act 129 of 2008; Organization of Bureaus and Offices*, Docket No. M-2008-2071852 (Order entered August 11, 2011) (delegating

¹ TSE, Inc. has authorized I&E to state that it joins the Statement in Support.

authority to initiate proceedings that are prosecutory in nature to I&E); See also 73 P.S. § 182.8(c)(2)-(d).

Section 182.10 of the PA One Call Law, 73 P.S. § 182.10, authorizes and obligates the Commission to execute and enforce the provisions of the PA One Call Law. Sections 182.8(c)-(d) and 182.10 of the PA One Call Law, 73 P.S. §§ 182.8(c)-(d) and 182.10, authorize the Commission to, *inter alia*, hear and determine complaints against stakeholders for violations of the PA One Call Law.

TSE, Inc. is an excavator subject to the PA One Call Law and I&E's enforcement authority of the PA One Call Law. I&E had initiated a complaint against TSE, Inc. for violations of the PA One Call Law. However, after a thorough review of the case and discussion with TSE, Inc., the parties have reached mutually agreeable settlement terms and believe that it is in the public interest to settle the matter.

II. SUMMARY OF SETTLEMENT

The Joint Petition for Approval of Settlement ("Settlement") resolves all outstanding violations of the PA One Call Law stemming from the May 14, 2018, incident wherein TSE, Inc. hit and damaged a marked UGI pipeline while excavating. Pursuant to the Settlement, TSE, Inc. will require all of its employees engaged in excavation work to attend annual, third-party training on excavation and trenching safety for three (3) years. Further, TSE, Inc. will pay an administrative penalty of \$2,500 to the Commission within 30 days of approval of the Settlement.

III. THE SETTLEMENT IS IN THE PUBLIC INTEREST AND SATISFIES THE STATUTORY FACTORS TO DETERMINE THE APPROPRIATE ADMINISTRATIVE PENALTY

Section 182.10(b)(1)(i)-(ii) provides that a person or entity violating the PA One Call Law is subject to an administrative penalty of not more than two thousand five hundred dollars (\$2,500) per violation; or if the violation results in injury, death or property damage of twenty-five thousand dollars (\$25,000) or more, an administrative penalty of not more than fifty thousand dollars (\$50,000). Section 182.10(b)(2) of The PA One Call Law lists the following factors which the Commission shall consider in determining the appropriate administrative penalty:

- (i) The history of the party's compliance with the act prior to the date of the violation.
- (ii) The amount of injury or property damage caused by the party's noncompliance.
- (iii) The degree of threat to the public safety and inconvenience caused by the party's noncompliance.
- (iv) The party's proposed modification to internal practices and procedures to ensure future compliance with statutes and regulations.
- (v) The degree of the party's culpability.
- (vi) Other factors as may be appropriate considering the facts and circumstances of the incident.

73 P.S. § 182.10(b)(2).

TSE, Inc. has a history of compliance with the PA One Call Law. In accordance with the PA One Call Law, after striking UGI's gas pipeline TSE, Inc. filed an Alleged Violation Report to the PA One Call System informing the Commission's Damage

Prevention Investigators of the incident. The amount of property damage caused by the strike on UGI's pipeline was modest but the threat to public safety was substantial, as any strike on a gas pipeline would be. TSE, Inc. has agreed as part of the Settlement that it will require annual training for three (3) years for any of its employees engaged in excavation work, which will aid in maintaining compliance with the PA One Call Law, minimize interference with or damage to underground facilities, and increase safety during excavation projects. As for culpability, TSE, Inc. was the only excavator on the job and the violations it was charged with included failing to plan the excavation to avoid damage or minimize interference with underground facilities and failing to follow Common Ground Alliance Best Practices.

The administrative penalty agreed to by both parties is more than that sought by the Damage Prevention Committee ("DPC") but less than the amount sought by I&E in its complaint. It represents a compromise that reflects the factors discussed above.

I&E believes the administrative penalty agreed upon by the parties is sufficient to deter future violations. The agreed upon administrative penalty in the Settlement is similar to the administrative penalty sought in other cases brought under the PA One Call Law where there are multiple counts arising from a violation of that statute. This settlement will encourage TSE, Inc.'s compliance with the PA One Call Law and ensure that future excavation projects are carried out in a manner that emphasizes safety and avoidance of interference with underground facilities.

IV. CONCLUSION

The Settlement is a fair and reasonable compromise between the parties. Had this case gone to a hearing, TSE, Inc. would have disputed the allegations in the complaint and I&E would have had to expend staff time and effort to prepare for and conduct the hearing. Aside from avoiding litigation, the Settlement is in the public interest because it appropriately penalizes TSE, Inc. for its non-compliance with the PA One Call Law and puts future compliance efforts and safety at the center of the agreement.

For the reasons set forth above, the Commission should approve the Settlement.

Respectfully submitted,



Grant Rosul
Prosecutor
PA Attorney ID No. 318204

Pennsylvania Public Utility Commission
Bureau of investigation and Enforcement
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120
grosul@pa.gov

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission, Bureau of Investigation and Enforcement, Complainant	:	
	:	
v.	:	Docket No. C-2021-3024955
	:	
TSE, Inc., Respondent	:	

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the foregoing **Joint Petition for Approval of Settlement** upon the parties listed below, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a party).

Served via Electronic Mail

Frank J. Tunis, Jr., Esq.
Tunis Law
347 R. Main Street
Dickson City, PA 18519
frank@ftunislaw.com
gunnytun@yahoo.com
Counsel for TSE, Inc.



Grant Rosul
Prosecutor
Bureau of Investigation and Enforcement
PA Attorney ID No. 318204
(717) 783-5243
grosul@pa.gov

Date: October 31, 2023