

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission	:	
Bureau of Investigation and Enforcement	:	
	:	
v.	:	C-2021-3024955
	:	
TSE, Inc.	:	

INITIAL DECISION

Before
Eranda Vero
Administrative Law Judge

INTRODUCTION

This Initial Decision approves the Joint Petition for Approval of Settlement filed on October 30, 2023, between the Commission’s Bureau of Investigation and Enforcement and TSE, Inc. in its entirety without modification.

HISTORY OF THE PROCEEDING

On April 1, 2021, the Pennsylvania Public Utility Commission's ("Commission") Bureau of Investigation and Enforcement ("I&E" or "Complainant") filed a Formal Complaint (“Complaint”) with the Commission against TSE, Inc. ("TSE," "Company," or "Respondent"). 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 – 186, which were raised in connection with a hit to a natural gas pipeline that occurred on May 14, 2018, in Dunmore, Pennsylvania. In its Complaint I&E averred that, on May 14, 2018, TSE damaged UGI Utilities, Inc.’s (“UGI”) exposed line at the work site with a backhoe during backfilling. As relief, I&E requested that the Commission

impose a cumulative administrative penalty upon Respondent in the amount of \$4,000.00 and direct Respondent to perform the corrective actions detailed in the Complaint.

On April 19, 2021, Respondent, through counsel, filed an Answer denying the material allegations of the Complaint. In particular, 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. Thereafter, settlement discussions between the parties commenced.

On October 24, 2022, the parties reached a Settlement in Principle. On October 31, 2023, the parties filed a Joint Petition for Approval of Settlement (“Joint Petition” or “Settlement”). The Joint Petition is accompanied by the following Appendices: Appendix A – Proposed Ordering Paragraphs and Appendix B – the Statement in Support of I&E. In lieu of Appendix C, TSE, Inc. joined I&E’s Statement in Support.

By Hearing Notice dated November 3, 2023, a telephonic hearing was scheduled for December 19, 2023, and the matter was assigned to me.

On December 13, 2023, the parties filed a Joint Stipulation of Facts in support of the Settlement.

The evidentiary hearing scheduled for December 19, 2023, was cancelled.

The Joint Petition for Approval of Settlement is now ripe for a decision.

STIPULATED FACTS

The Settling Parties filed the following Stipulated Facts in this matter:¹

¹ The settling parties’ Stipulated Facts are reprinted here verbatim.

1. The Pennsylvania Public Utility Commission is a duly constituted agency of the Commonwealth of Pennsylvania empowered to, *inter alia*, enforce compliance by excavators and other stakeholders pursuant to Section 182.10 of the PA One Call Law, 73 P.S. § 182.10.

2. I&E is the bureau established to take enforcement actions against public utilities and other entities subject to the Commission's jurisdiction pursuant to 66 Pa.C.S. § 308.2(a)(11); *see also Implementation of Act 129 of 2008; Organization of Bureaus and Offices*, Docket No. M-2008-2071852 (August 11, 2011) (delegating authority to initiate proceedings that are prosecutory in nature to I&E), including actions to enforce compliance with the PA One Call Law.

3. TSE is an "excavator," as that term is defined at 73 P.S. § 176 as it "performs excavator or demolition work for himself or for another person."

4. TSE, as an excavator, is subject to the power and authority of the Commission pursuant to Section 182.10 of the PA One Call Law, 73 P.S. § 182.10, which requires project owners to comply with the PA One Call Law.

5. 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").

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

7. 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.

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

9. 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.

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

11. 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.

12. 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, TSE was an “excavator” as defined in Section 73 P.S. § 176;

h. TSE 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. TSE further admitted 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, TSE did not submit a damage emergency notification with the POCS.

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

14. On April 19, 2021, TSE, through counsel, filed an Answer to I&E’s Complaint at the above-referenced docket. In its Answer, TSE 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.

15. Thereafter, settlement discussions between the Parties commenced.

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

17. On October 31, 2023, the Parties submitted a Joint Petition for Approval of Settlement, proposed ordering paragraphs, and a Joint Statement in Support.

SETTLEMENT TERMS²

24. Pursuant to the Commission's policy of encouraging settlements that are reasonable and in the public interest,^[3] I&E and TSE held a series of extensive and

² The Settlement Terms are reprinted here verbatim identified by their original paragraph numbers.

³ See 52 Pa. Code§ 5.23 l(a).

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 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).

CONDITIONS OF SETTLEMENT⁴

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

⁴ The Conditions of Settlement are reprinted here verbatim identified by their original paragraph numbers.

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.

DISCUSSION

The Pennsylvania Public Utility Commission is empowered to regulate public utilities within this Commonwealth, as well as other entities subject to its jurisdiction, pursuant to 66 Pa.C.S. §§ 101–3316. 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. 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)(1). *See Implementation of Act 129 of 2008; Organization of Bureaus and Offices*, Docket No. M-2008-2071852 (Order entered Aug. 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).

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.

The Commission encourages parties in contested on-the-record proceedings to settle cases. *See* 52 Pa. Code § 5.231. Settlements eliminate the time, effort, and expense of litigating a matter to its ultimate conclusion, which may entail review of the Commission's decision by the appellate courts of Pennsylvania. Such savings benefit not only the individual parties, but also the Commission and all ratepayers of a utility, who otherwise may have to bear the financial burden such litigation necessarily entails.

By definition, a "settlement" reflects a compromise of the positions that the parties of interest have held, which arguably fosters and promotes the public interest. When parties in a proceeding reach a settlement, the principal issue for Commission consideration is whether the agreement reached suits the public interest. *Pa. Pub. Util. Comm'n v. CS Water and Sewer Assocs.*, 74 Pa.P.U.C. 767, 771 (1991). *See also Pa. Pub. Util. Comm'n v. York Water Co.*, Docket No. R-00049165 (Order entered Oct. 4, 2004); *Pa. Pub. Util. Comm'n v. Phila. Elec. Co.*, 60 Pa.P.U.C. 1 (1985). In fact, parties to settled cases are afforded flexibility in reaching amicable resolutions, so long as the settlement is in the public interest. *Pa. Pub. Util. Comm'n v. MXenergy Elec. Inc.*, Docket No. M-2012-2201861, *slip op.* at 8 (Opinion and Order entered Dec. 5, 2013).

Public Interest

Initially, I note that I&E and TSE held a series of extensive and comprehensive technical discussions that culminated in the Settlement which addresses and resolves all the issues raised in the Complaint. The Settlement provides for the payment of an administrative penalty of \$2,500 by TSE, which will not be tax deductible pursuant to Section 162(f) of the Internal Revenue Code, 26 U.S.C.S. § 162(f). The amount agreed upon by the parties is less than the original penalty of \$4,000 sought by I&E in the Complainant. Further discussion as to reasonableness of the penalty amount will be set forth in a subsequent section of this Initial Decision.

Second, the Settlement will provide substantial and important safety benefits by requiring all of TSE, Inc.'s employees who engage in excavation work to attend annual, third-party training on excavation and trenching safety for three years. Following the completion of annual, third-party training, each year for three years, TSE shall file with the Commission a verification acknowledging that such training has been complied with, pursuant to 52 Pa. Code § 5.591. The inclusion of these remedial measures indicates that TSE is willing to learn lessons from this incident and to develop and implement measures to enhance safety and reduce future risks.

Third, approving and adopting the Settlement is also in the public interest because, as pointed out by I&E in its Statement in Support (**Appendix B** to the Settlement), acceptance of the Settlement avoids the necessity of further administrative and potential appellate proceedings at what would have been a substantial cost to the parties.

Fourth, and perhaps most importantly, the Settlement avoids the time and uncertainty of litigation, and therefore provides for a timelier implementation of remedial measures that have been agreed upon to support and promote the safety of the public and company personnel. Given the seriousness of the issue, the benefits of prompt implementation of these measures cannot be overestimated.

Administrative Penalty

Having explained why approving and adopting the Joint Petition is in the public interest, I will now address whether the administrative penalty that TSE has agreed to pay is appropriate, reasonable and in the public interest.

The Settlement requires that TSE pay an administrative penalty of \$2,500 which is not tax deductible. 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. 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).

I&E has addressed the factors set forth in 73 P.S. § 182.10(b)(2) in its Statement in Support of the Settlement. *See Appendix B* to the Settlement. TSE has indicated that it agrees with I&E's averments. I will address each of the factors in turn.

The first factor addresses TSE's compliance history with the PA One Call Law. In its Statement in Support, I&E points out that TSE, Inc. has a history of compliance with the PA One Call Law. Notably, 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 in accordance with the PA One Call Law.

The second and third factors address the amount of injury or property damage and the degree of threat to the public safety caused by TSE's noncompliance. Although the damage caused by the strike on UGI's pipeline was modest, the threat to public safety was substantial, as any strike on a gas pipeline would be.

For the fourth factor, TSE, Inc. has agreed as part of the Settlement that it will require annual training for three 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 the culpability factor, 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.

Lastly, the administrative penalty agreed to by both parties represents a compromise that reflects the factors discussed above. The amount of the agreed upon penalty is more than that sought by the DPC but less than the amount sought by I&E in its Complaint. Additionally, the administrative penalty agreed upon 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. *See Pa. Pub. Util. Comm'n v. W. Penn Utils.*, Docket No. C-2022-3031862 (Opinion and Order entered Oct. 27, 2022); *Pa. Pub. Util. Comm'n v. Golden Triangle Constr. Co., Inc.*, Docket No. C-2020-3022293 (Opinion and Order

entered Aug. 25, 2022). As such the administrative penalty agreed upon by the parties is sufficient to deter future violations.

After a full consideration of the terms of the Joint Petition, the Stipulated Facts, and the Statement in Support, I find that this Settlement resolves all of the contested issues in this case, fairly balances the interests of the parties, is in the public interest, and is consistent with the requirements of the Public Utility Code and the PA One Call Law. The Settlement avoids expensive litigation, while appropriately penalizing TSE for its non-compliance with the PA One Call Law. In addition, the 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.

CONCLUSIONS OF LAW

1. The Pennsylvania Public Utility Commission is empowered to regulate public utilities within this Commonwealth, as well as other entities subject to its jurisdiction, pursuant to 66 Pa.C.S. §§ 101–3316.

2. Pursuant to Section 182.10 of the PA One Call Law, the Commission is authorized to regulate excavators and other stakeholders for the purposes of enforcing the PA One Call Law. 73 P.S. § 182.10.

3. The Commission's Bureau of Investigation and Enforcement 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 Aug. 11, 2011); *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.

7. 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.

8. 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).

9. The Commission encourages parties in contested on-the-record proceedings to settle cases. *See* 52 Pa. Code § 5.231.

10. When parties in a proceeding reach a settlement, the principal issue for Commission consideration is whether the agreement reached suits the public interest. *Pa. Pub. Util. Comm'n v. CS Water and Sewer Assocs.*, 74 Pa.P.U.C. 767, 771 (1991); *See also Pa. Pub. Util. Comm'n v. York Water Co.*, Docket No. R-00049165 (Order entered Oct. 4, 2004); *Pa. Pub. Util. Comm'n v. Phila. Elec. Co.*, 60 Pa.P.U.C. 1 (1985).

11. Parties to settled cases are afforded flexibility in reaching amicable resolutions, so long as the settlement is in the public interest. *Pa. Pub. Util. Comm'n v. MXenergy Elec. Inc.*, Docket No. M-2012-2201861, *slip op.* at 8 (Opinion and Order entered Dec. 5, 2013).

ORDER

THEREFORE,

IT IS ORDERED:

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 engaged 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 Bureau of Administrative Services, Assessment Section shall monitor this matter for compliance.
8. That, if TSE, Inc. fails to make the payment required by Ordering Paragraph No. 2 above, within thirty (30) days of the entry date of this Opinion and Order, it is further ordered that the Bureau of Administrative Services, Assessment Section, shall refer this matter to the Pennsylvania Office of Attorney General for collection of the total set forth above and appropriate action.

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

Date: January 8, 2024

/s/
Eranda Vero
Administrative Law Judge