

CAPTION SHEET

CASE MANAGEMENT SYSTEM

REPORT DATE: 00/00/00
BUREAU: ALJ
SECTION(S):
APPROVED BY:
DIRECTOR:
SUPERVISOR:
PERSON IN CHARGE:
DOCKET NO: C-20065879

:
:
4. PUBLIC MEETING DATE:
00/00/00
:
:
7. DATE FILED: 02/14/06
9. EFFECTIVE DATE: 00/00/00

PARTY/COMPLAINANT: HILLARD, RONALD & SUZANNE

RESPONDENT/APPLICANT: UGI UTILITIES, INC-ELECTRIC DIV

COMP/APP COUNTY: LUZERNE

UTILITY CODE: 111100

ALLEGATION OR SUBJECT

PLAINTIFF STATES UTILITY POLE IS INCORRECTLY PLACED ON LAND. THEY WOULD
WANT THE PUC TO HAVE A FORMAL MEETING WITH UTILITY TO DETERMINE PROPER RIGHT-
OF-WAY AND EASEMENTS FOR PLACEMENT OF THE UTILITY POLE.

DOCUMENT
FOLDER

DOCKETED

FEB 16 2006

PENNSYLVANIA PUBLIC UTILITY COMMISSION

Formal Complaint Form

RECEIVED

2006 FEB 14 AM 8:59

SECRETARY'S BUREAU

Please print or type.

1. CUSTOMER NAME (COMPLAINANT) C-20065879

Your name, mailing address, county, telephone number, utility account number and service address:

Name Ronald and Suzanne Hillard

Street/P.O. Box 55 Sutton Farms Road Apt #

City Shaver town State PA Zip 18708

County LUZERNE

Area Code/HOME Phone 570 674-4014

Area Code/WORK Phone 570 690-4536

Utility Account Number _____
(from your bill)

If your complaint involves utility service provided to a different address than your mailing address, please list this information below.

Name Ronald and Suzanne Hillard

Street/P.O. Box 2 Acres Land Fairfield Road

City Shavertown State PA Zip 18708

2. UTILITY NAME (RESPONDENT)

Name of utility company your complaint concerns: U. G. I. Utilities, Inc.

3. TYPE OF UTILITY (check one)

- ELECTRIC
- GAS
- WATER
- TELEPHONE
(local, long distance)
- STEAM HEAT
- WASTE WATER
- MOTOR CARRIER
(taxi, moving company, limousine)

ORIGINAL

4. **COMPLAINT** (check one)

A. **In general, what is your complaint?**

- I want to oppose the company's proposed rate increase.
- There are incorrect charges on my bill.
- There is a reliability, safety or quality problem with my utility service.
- I received a notice that my utility service is being terminated.
- I would like a payment agreement.
- Other.
(explain)

B. **State the facts of your complaint.**

Include any specific dates, times or places that are important. If the complaint is about a bill, tell us about any charges that you believe are not correct. Use additional paper if you need more space. Provide copies of all relevant documents you believe will support your complaint.

See NEXT page (attached)

5. **RELIEF**

What do you want the Public Utility Commission to do about your complaint? Use additional paper if you need more space.

4.

Facts of Complaint:

We had purchased land to build a new home. A utility pole is apparently in violation of granted easements and right-of-way and has been placed more centrally on our lot, thereby obstructing view and our house-placement plans. Further, in comparison to all other utility poles on Bulford Road, the one on our lot measures approximately **forty-nine feet** from the road to the pole. We have spoken to George Bochrosh from UGI numerous times, and he has been unwilling to meet with us to review the problem and discuss a solution. The only resolution Mr. Bochrosh has **rudely** offered is that UGI would move this pole only if we alone contact all other utility companies sharing it, which would personally cost us 'at least ten-thousand dollars.'

5.

Relief:

We request a formal meeting with the PUC and UGI because it is our belief that UGI is in error with both their interpretation of the utility easement and right-of-way and the placement of the utility pole. Please review the enclosed documents.

6. PROTECTION FROM ABUSE

Answer the following question if your complaint is against a natural gas distribution company, an electric distribution company or a water company AND your complaint is about a billing problem, an application for service problem, a termination of service problem or a request for a payment agreement.

Has a court granted a "Protection from Abuse" order for your personal safety?

YES

NO

N/A

7. PRIOR UTILITY CONTACT

Answer the following question only if you are a residential customer and your complaint is against an electric distribution utility, natural gas distribution utility or a water distribution utility.

Have you spoken to a utility company representative about this complaint?

YES

(includes appeals of BCS determinations)

NO

If you tried to, but could not speak to a utility company representative about your complaint, please explain why.

8. VERIFICATION AND SIGNATURE

You must print or type your name below on the line provided for the verification paragraph, and you must sign and date (in ink) this form on the lines provided.

Verification: RONALD HILLARD
I SUZANNE HILLARD, hereby state that the facts above set forth are true and correct (or 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 herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

Suzanne Hillard
(Signature) Feb 10, 2006
(Date)

9. **LEGAL REPRESENTATION (IF ANY)**

If you are represented by a lawyer in this matter you must provide your lawyer's name, address and telephone number.

Lawyer's Name Not yet.

Street _____

City _____ State _____ Zip _____

Area Code/Phone Number _____

10. **FILING**

Please return the completed form to one of the addresses listed below:

If using U.S. Postal Service:

If using overnight delivery service:

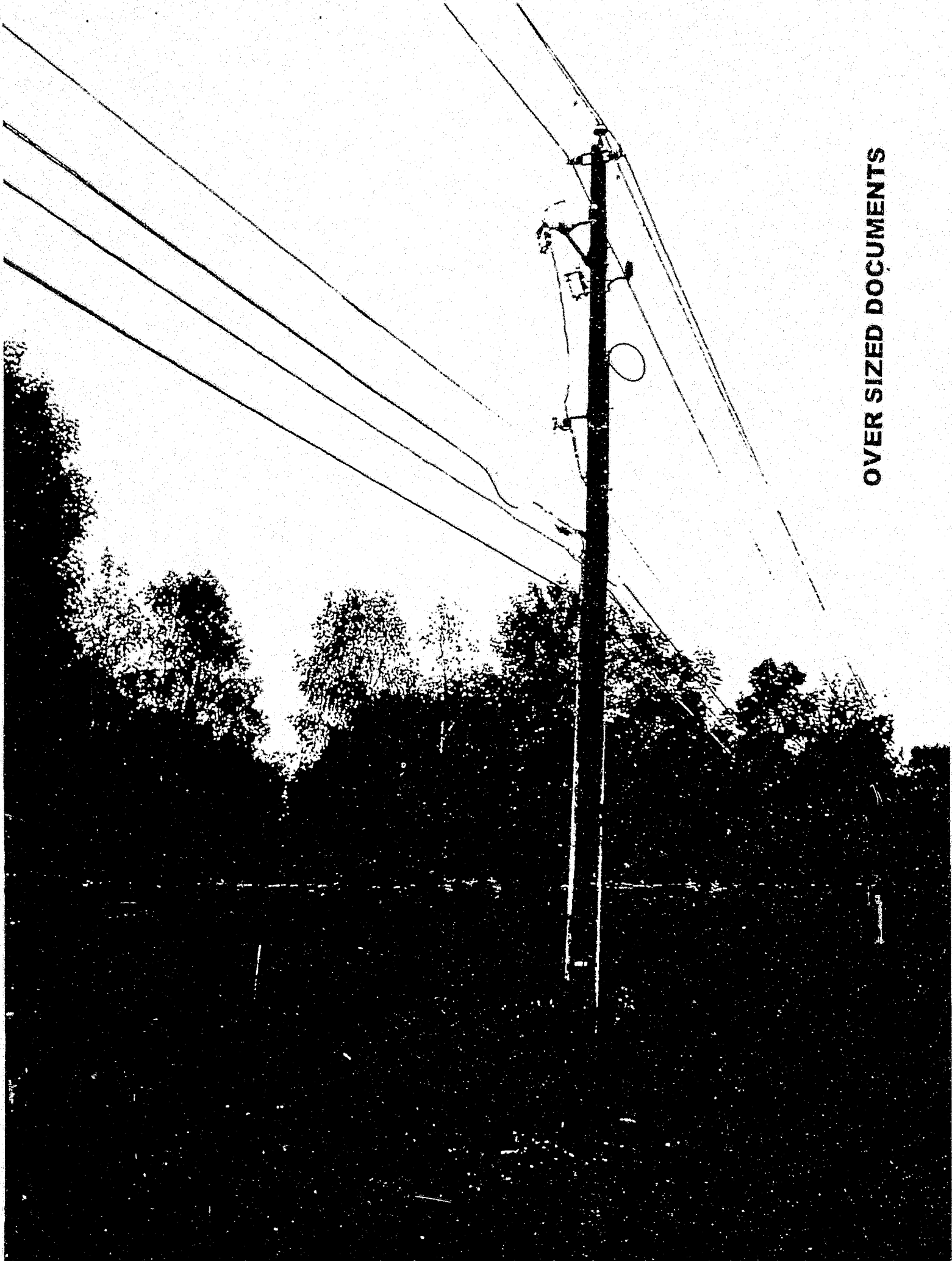
Secretary Pennsylvania Public Utility Commission P.O. Box 3265 Harrisburg, PA 17105	Secretary Pennsylvania Public Utility Commission 400 North Street Commonwealth Keystone Building, 2 nd Floor Harrisburg, Pennsylvania 17120
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Facsimiles and/or electronic filings of the complaint form will not be accepted.

If you have any questions about filling out this form, please contact the Secretary's Bureau at 717-772-7777.

Keep a copy of your complaint for your records.

OVER SIZED DOCUMENTS



DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
COVERING DEVELOPMENT KNOWN AS
BULFORD'S FARM
RECORDED IN LUZERNE COUNTY
MAP BOOK 32, PAGES 26A, 26B, 26C

All premises heretofore conveyed and hereafter to be conveyed have been and will be conveyed subject to the following express covenants, conditions and restrictions, which will run with the land and shall be binding upon the grantees, their heirs, successors and assigns, in title:

1. The plans for any building or addition to any building shall be first submitted to the grantor or its successors or assigns. Bi-level designs will not be permitted and should not be submitted for approval. Approval must be secured before any work is started. Plans shall include floor plans, elevations, finished grades and plot plan.
2. The premises above described shall be used for single family residential purposes only. No buildings shall be erected thereon, except one-family private dwelling houses, each of which shall cost no less than Fifty Thousand (\$50,000.00) Dollars, based on 1974 construction costs, exclusive of furnishings. No dwelling shall be erected on a lot containing an area of less than 72,000 square feet or a width or frontage less than 200 feet, except those lots that are less than 72,000 square feet on the original subdivision referred to in Paragraph 14. A garage for private use only may be constructed only when attached to and as part of the residence, unless the contour of the land makes the construction of an attached garage unfeasible or impractical.
3. The construction of any home, including landscaping, when once started must be completed within twelve (12) months from the date of the beginning of the construction. Failure on the part of any owner or owners to complete a home and remove all waste and unused materials, etc. from said premises during said construction for a period of twelve (12) months from the start of construction, shall subject the owner or owners of said lot to the liability to remove all outward signs of construction and to restore said premises to its original condition, and it is agreed upon said failure to do so the grantor, its successors and assigns, may proceed to restore said premises to its original condition and the cost thereof to be paid by the grantees, their heirs, devisees, or assigns, failure of payment shall become a first lien on said premises.
4. It shall be permissible to erect certain types of outbuildings under the following conditions: Whenever the owner of a lot should deem it necessary to the purpose of enjoyment of said premises to have any of the following: An outdoor fireplace with suitable covering for private purposes only; a swimming pool with the necessary bath house; children's play house; tool storage building; greenhouse; stable. All such accessory buildings shall be of construction and appearance consistent with that of the dwelling.

5. No part of any building erected on the premises shall extend within eighty (80) feet of the road on which the premises front, nor within fifty (50) feet of any other boundary line of the premises; provided, however, that the foregoing may be waived in writing by the grantors herein where the contour of the land suggests otherwise.

6. The grantee, their heirs and assigns, shall at all times keep and maintain the buildings on the premises in a good and suitable state of repair.

7. No septic tank or drain field nor any part of any sewage system shall be placed within twenty (20) feet of any boundary line unless written approval by the adjoining owners of the plan thereof has first been secured.

8. No cows, pigs or poultry shall be kept on the premises, nor shall dogs be raised or kept thereon for market, nor in any event shall more than two dogs be kept for each residence on the premises.

9. An easement or right-of-way five (5) feet is reserved by grantors, their heirs and assigns, along all edges of the property herewith conveyed, for the purpose of construction and maintenance of wires, pipes and conduits and the necessary or proper appliances for the transmission and distribution of electricity, water, telephone and other public utility services. All such construction shall be underground.

10. Fences on or within ten (10) feet of any boundary line separating the above-described premises from adjoining lands shall be limited to a height of four (4) feet; and other fences shall be limited to a height of six (6) feet. Any fence, wall, hedge, or mass planting to extend nearer to any street than the minimum building set-back line must first obtain the prior written approval of the grantor, its successors or assigns.

11. If the parties hereto or any of them, or their heirs, successors or assigns, shall violate or attempt to violate any of the covenants or restrictions herein before January 1, 2020, it shall be lawful for any other person or persons owning any other lots within the sub-division known as Bulford's Farm to prosecute any proceedings of law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him or them from so doing or to recover damages or other dues for such violation.

12. The above restrictions shall continue in full force and effect until January 1, 2020.

13. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

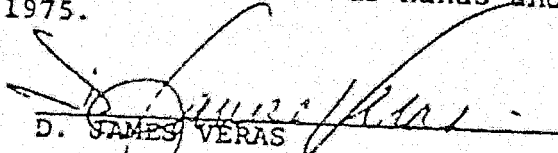
14. Lots Nos. 1, 2, 3 and 4 of Block 7, and Lots Nos. 11, 12, 13, 14 and 15 of Block 6, are not subject to the above restrictions unless that portion is developed for residential

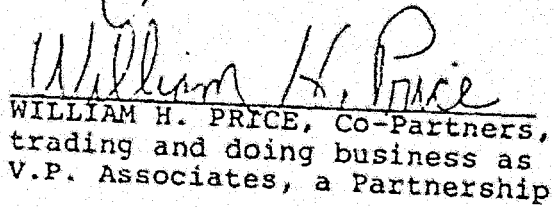
dwellings. If said lots are developed for residential dwellings, then all the restrictions as set forth above will apply, except Paragraph 5 as to these lots will read "60-foot setback" instead of an "80-foot setback" and "30 feet" instead of "50 feet", and the minimum lot area will be reduced for these lots to "44,000 square feet" instead of "72,000 square feet" as set forth in Paragraph 2.

15. Lot No. 1, Block 5, will be maintained temporarily for agricultural purposes. If this land is sub-divided for single-family residences, then all the above restrictions will apply.

16. Lots Nos. 3 and 7 of Block 4 will be maintained temporarily for agricultural purposes. If this land is sub-divided for single-family residences, then all the above restrictions will apply.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 14 day of May, 1975.

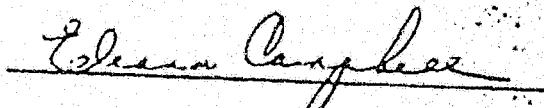

D. JAMES VERAS


WILLIAM H. PRICE, Co-Partners,
trading and doing business as
V.P. Associates, a Partnership

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF LUZERNE : SS:

On this, the 14th day of May, 1975; before me, a Notary Public, the undersigned officer, personally appeared D. JAMES VERAS and WILLIAM H. PRICE, Co-Partners, trading and doing business as V.P. Associates, a Partnership, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.



NOTARY PUBLIC
MY COMMISSION EXPIRES OCT. 2, 1975
WILKES BARRE, LUZERNE COUNTY, PA

GRANT of RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS, that

V. P. Associates

(James Veras and William Price)

hereinafter called "Grantor," being the owner of the premises situated in the County of Luzerne, State of Pennsylvania, described on the attached sketch entitled Underground Electrical Right-of-Way

Bulford's Farm, Block 6, Lots 1, 2, 3, 4

Jackson Township, Luzerne County, Pennsylvania

in consideration of the sum of \$1.00 (One Dollar), lawful money of the United States of America paid to GRANTOR on the delivery of these presents, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, does grant, bargain, sell and convey to the UGI Corporation, (hereinafter called the "COMPANY"), a Pennsylvania corporation with offices at 247 Wyoming Avenue, Kingston, Pennsylvania, its successors and assigns, the perpetual and exclusive right-of-way and easement at any and all times hereafter to erect, install, operate, inspect, maintain, repair, alter, remove, renew and replace through, across, upon and over said lands and property now of GRANTOR, an underground electric line or lines with all necessary wires, manholes, transformer vaults, switches, other appurtenances for the transmission of electric energy thereover for any and all purposes for which electric energy is now or may hereafter be used to consist of a strip of ground Fifteen (15) feet wide extending across and within said lands and property now of GRANTOR; said Fifteen (15) foot right-of-way to extend Seven and One Half (7½) feet each side of the center line of the electric line or lines constructed with this center line being exactly located by survey by the engineers of the COMPANY;

TOGETHER with the right of ingress, egress, and regress to and from the said strip of ground at any and all times for the purpose of erecting, installing, operating, inspecting, maintaining, repairing, altering, removing, renewing and replacing said line and appurtenances; also the rights, easements, privileges and appurtenances in or to said lands which may be required for the full enjoyment of the rights herein granted;

Reserving, however, to the GRANTOR the right to fully use and enjoy the said premises except for the purposes hereinbefore granted and the COMPANY hereby agrees to restore to grade and seed with grass, any holes dug while enjoying the rights herein granted the COMPANY. No other damage claims will be made by the GRANTOR on the COMPANY for the value of trees, bushes, shrubs, plants, flowers or other landscaping disturbed within this Fifteen (15) foot right-of-way. The GRANTOR is hereby assured that the COMPANY intends to exercise reasonable care in removing and replacing all landscape plantings. If it is necessary to disturb sidewalks or curbs in the exercise of COMPANY rights, the COMPANY will either (1) neatly cut out a section to allow access, or (2) remove one complete sidewalk section. The COMPANY will repair such cuts or removals with a suitable material to original grades and contours;

FURTHER RESERVING, however, to GRANTOR the right to use the ground within the limits of the aforesaid right-of-way and easement hereby granted for ingress, egress, and regress provided that such use shall not interfere with or obstruct the right herein granted, and no building to be constructed on said right-of-way.

TO HAVE AND TO HOLD all and singular the rights, liberties, privileges, right-of-way and easement above described, with the appurtenances, unto said COMPANY, its successors and assigns, to and for the only proper use and behoof of the COMPANY, its successors and assigns forever,

Thus grant and all of the covenants herein contained shall inure to the benefit of and shall be binding upon GRANTOR, and each of GRANTOR'S heirs, successors and assigns, and COMPANY, its successors and assigns;

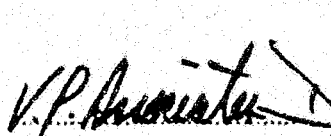
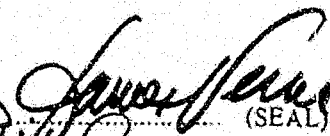
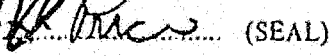
The terms "GRANTOR" and "owner" as used herein shall include both the singular and the plural;

GRANTOR understands and acknowledges that the person securing this grant is without authority to make any agreement in regard to the subject matter hereof which is not expressed herein and that no such agreement will be binding on said COMPANY, its successors or assigns.

Executed under the seal of GRANTOR the day of

19

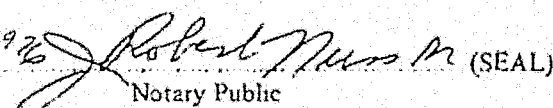
Witness at signing.

 (SEAL)
 (SEAL)
 V. P. ASSOC.  (SEAL)
 (SEAL)

COMMONWEALTH OF PENNSYLVANIA
 COUNTY OF Luzerne SS. BOOK 1858 PAGE 1135

Or, the 4th day of June, 19 72 before me the subscriber, a notary public for the Commonwealth and County aforesaid, personally appeared V.P. Associates - James Veras and William Price known to me to be person(s) who executed the foregoing Grant, and acknowledge the same to be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

NOTARY PUBLIC
 My Commission Expires July 29, 1972  (SEAL)
 Kingston, Luzerne County, Penna. Notary Public

	DRAWN BY	DATE
	APPROVED BY	DATE
	DRAWING NO.	SCALE

BLOCK NO. 6

2

1

3

4

49095
42147

our utility
pole is
here

BOOK 1858 PAGE 1136

TOWNSHIP ROAD # 720

△ Transformer

--- Primary

□ Vault

REVISIONS	
No.	DATE

LUZERNE ELECTRIC DIVISION - UGI CORPORATION
247 WYOMING AVENUE
KINGSTON, PA.

UNDERGROUND ELECTRICAL RIGHT-OF-WAY
BULFORD'S FARM, BLOCK 6, LOTS 1, 2, 3, 4
JACKSON TOWNSHIP, LUZERNE COUNTY, PENNSYLVANIA

DRAWN BY

DATE

APPROVED BY

DATE

DRAWING NO.

SCALE

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

DATE SERVED: FEBRUARY 16, 2006

RONALD AND SUZANNE HILLARD
Complainant

v.

UGI UTILITIES, INC.
Respondent

Complaint Docket
No: C-20065879

DOCKETED
FEB 16 2006

FORMAL COMPLAINT NOTICE TO RESPONDENT TO ANSWER OR SATISFY

TO: UGI UTILITIES, INC.

**DOCUMENT
FOLDER**

TAKE NOTICE:

That a complaint in the above entitled matter, of which the attached is a true and correct copy, has been presented and filed of record with the Pennsylvania Public Utility Commission. Section 702 of the Public Utility Code, 66 Pa. C.S. Section 702, requires the Commission to serve on each party named in a complaint a copy of the complaint and notice calling upon each party to satisfy the complaint, or to answer the same in writing within a specified time; THEREFORE,

1. You have twenty (20) days from the date on which this complaint is served to either satisfy this complaint or to file with the **Secretary of the Pennsylvania Public Utility Commission, P. O. Box 3265, Harrisburg, PA 17105-3265**, an answer (original and three copies), in writing, under oath, which, as required by Section 5.61 of the Commission's Rules of Practice and Procedure, 52 Pa. Code Section 5.61, either affirms or specifically denies the allegations in this complaint. You must also serve a copy of the answer upon the complainant. The date of service is the mailing date as indicated by the date at the top of this Notice. Section 1.56(a) of the Commission's Rules of Practice and Procedure, 52 Pa. Code Section 1.56(a).

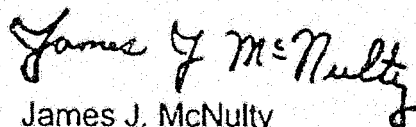
2. If you fail to either satisfy this complaint or to file answer or other responsive pleading within twenty (20) days, you will be deemed to have admitted all the allegations in this complaint in accordance with Section 5.61 of the Commission's Rules of Administrative Practice and Procedure, 52 Pa. Code Section 5.61. In that event, the Commission may, without hearing, enter an order which either revokes or suspends any certificate or permit held by you or which imposes a fine or any other appropriate penalty or remedy authorized by the Public Utility Code, 66 Pa. C.S. Section 101, et seq.; and, if

you are a customer of a utility, an order may be entered which prescribes a payment schedule or which authorizes termination of utility services. The Commission is not limited to the relief sought by the complainant in paragraph 4 of the attached complaint

3. If you elect to satisfy this complaint you must file, within twenty (20) days from the date on which this complaint is served, affidavits executed by each complainant that this complaint has been satisfied. Such affidavits must describe the basis on which this complaint was satisfied; any settlement agreement between the parties must be reduced to writing and attached to the affidavit. Such affidavits are to be filed with the Secretary of the Commission at the address set forth in paragraph 1. Upon receipt of affidavits of satisfaction from all complainants, this complaint may be dismissed by the Commission in accordance with Section 703(a) of the Public Utility Code, 66 Pa. C.S. Section 703(a), unless the Commission determines that such dismissal would be contrary to the public interest, in which event the Commission may direct that hearings be held upon the complaint.

4. If you file an answer which admits the allegations in this complaint, or which fails to specifically deny the allegations in this complaint, the Commission may, without hearing, enter an order which either revokes or suspends any certificate held by you or which imposes a fine or any other appropriate penalty or remedy authorized by the Public Utility Code, 66 Pa. C. S. Section 101, et seq.; and, if you are a customer of a utility, an order may be entered which prescribes a payment schedule or which authorizes termination of utility services. The Commission is not limited to the relief sought by the complainant in paragraph 4 of the attached complaint.

5. If you file a timely answer which specifically denies the allegations in this complaint, or which raises material questions of law or fact, this matter shall be referred to the Office of Administrative Law Judge for hearing and decision. If, after hearing on the issues raised by that answer, you are found to have committed any of the violations alleged in the complaint, the Administrative Law Judge may render a decision which either revokes or suspends any certificate or permit held by you or which imposes a fine or any other appropriate penalty or remedy authorized by the Public Utility Code, 66 Pa. C. S. Section 101, et seq.; and, if you are a customer of a utility, an order may be entered which prescribes a payment schedule or which authorizes termination of utility services. In the imposition of a penalty after a hearing the Administrative Law Judge is not bound by the relief sought by the complainant in paragraph 4 of the attached complaint.


James J. McNulty
Secretary

(SEAL)

Certified Mail
Return Receipt Requested



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
P.O. BOX 3265, HARRISBURG, PA 17105-3265

IN REPLY PLEASE
REFER TO OUR FILE

DATE SERVED: FEBRUARY 16, 2006

C-20065879

UGI UTILITIES INC
ELECTRIC DIVISION
400 STEWART ROAD
PO BOX 3200
WILKES-BARRE PA 18773-3200

**DOCUMENT
FOLDER**

Dear Sir/Madam:

A complaint has been filed against you before the Pennsylvania Public Utility Commission by RONALD AND SUZANNE HILLARD. To defend yourself against the claims stated in the following pages, you must act within twenty (20) days by filing in writing with the Commission, either personally or through your attorney, your defenses or objections to the claims stated against you. Or, you may satisfy the complaint by settling the matter with the Complainant and submitting proof of settlement to the Commission within twenty (20) days.

IF YOU FAIL TO RESPOND WITHIN TWENTY (20) DAYS, THE CASE MAY GO FORWARD IN YOUR ABSENCE AND A JUDGEMENT MAY BE ENTERED AGAINST YOU BY THE COMMISSION WITHOUT FURTHER NOTICE.

CUSTOMER OF A UTILITY

A payment schedule may be prescribed or a termination of utility services may be authorized. You may lose money or property or other rights important to you.

COMPANY/UTILITY

An Administrative Law Judge may revoke or suspend any certificate or permit held by you, or impose a fine, or any other appropriate penalty or remedy authorized by the Public Utility Code. You may lose money or property or other rights important to you.

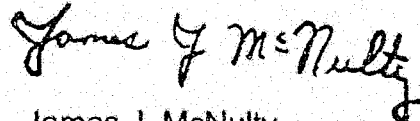
Detailed instructions on how to proceed are contained in the attached pages. You are advised to read them carefully.

FEBRUARY 16, 2006

Unless you are a corporation or other organization, you may proceed without a lawyer. However, if you want a lawyer and do not have one or cannot afford one, the office listed below can tell you where you can get legal help:

Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association
P.O. Box 186
Harrisburg, PA 17108
(800) 692-7375

Very truly yours,

A handwritten signature in cursive script that reads "James J. McNulty". The signature is written in dark ink and is positioned above the typed name.

James J. McNulty
Secretary

SS

LARRY R. CRAYNE
Attorney at Law

238 Johnston Road
Pittsburgh, PA 15241

lcrayne@adelphia.net

(412) 425-4029 (m)
(412) 831-5462 (h)

March 8, 2006

James J. McNulty, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120


ORIGINAL

**Re: Ronald and Suzanne Hillard v. UGI Utilities, Inc.
Complaint Docket No. C-20065879**

Dear Mr. McNulty:

Enclosed are an original and four copies of UGI Utilities, Inc's Answer to the referenced Formal Complaint. Please file the original and three copies of the Answer and return a date-stamped copy to me in the envelope provided for your convenience. A copy of the document has been served on the Complainants.

Sincerely,



Larry R. Crayne

DOCUMENT
FOLDER

enclosure

cc: Ronald and Suzanne Hillard
55 Sutton Farms Road
Shavertown, PA 18708

RECEIVED

MAR 8 2006

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

67

ORIGINAL

Commonwealth of Pennsylvania

Before the Pennsylvania Public Utility Commission

In the Matter of:

Ronald and Suzanne Hillard
Complainants,

Complaint Docket
No. C-20065879

VS.

UGI Utilities, Inc.
Respondent.

**DOCUMENT
FOLDER**

Answer To Formal Complaint

And Now comes Respondent, UGI Utilities, Inc. (UGI), and states and avers as follows:

1. Admitted.
2. Admitted.
3. Admitted.
- 4.A. Admitted

DOCKETED
MAR 17 2006

RECEIVED

MAR 8 2006

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

4.B Denied that UGI's utility pole is in violation of "...granted easements and rights-of-ways". The utility pole that is the subject of this Complaint is a part of an overhead electric distribution line that provides service to underground electric facilities in the area. UGI's electric pole and related facilities appear to have been constructed on property now owned by Complainants pursuant to an easement granted by George Bulford and Edith Bulford, his wife, to Luzerne County Gas and Electric Corporation by Instrument dated July 12, 1957 and recorded in Luzerne County in Deed Book 1691, page 321. Denied that Complainants were treated rudely. Mr. Bochrash explained UGI's right to maintain the electric pole and related facilities on Complainant's property. UGI avers that relocation of the pole would require extensive relocation of electric, telephone and cable facilities, which would not be inexpensive. UGI avers that the location of other electric facilities on Bulford Road is neither relevant nor material to the right of UGI to maintain the subject electric pole and related facilities in its present location. Since the information is within the exclusive knowledge and control of Complainants, UGI is neither able to admit nor deny allegations regarding Complainant's view and house placement plans. To the extent relevant and material, strict proof thereof is demanded.

5. Paragraph 5. is a prayer for relief; therefore, no answer is required. Nevertheless, UGI avers that it is willing to meet with Complainants regarding the possibilities and expense for relocation of the subject electric pole and related facilities. UGI will contact Complainants to arrange a meeting.

5. No answer required.

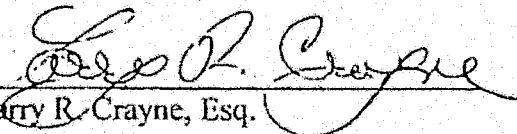
6. Admitted.

Request For Telephonic Hearing

UGI hereby requests that any hearings to be scheduled in this proceeding be conducted telephonically.

Respectfully submitted,

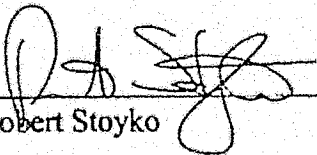
UGI, Utilities, Inc.

By: 
Larry R. Crayne, Esq.

VERIFICATION

I, Robert Stoyko, Vice President Electric Distribution – UGI Utilities, Inc. - Electric Division; hereby state that the facts set forth in the foregoing document are true and correct to the best of his knowledge, information and belief; that I expect to be able to prove the same at any hearing hereof. I understand that the statements herein are made subject to the penalties of 18 Pa.C.S. §4904 (relating to unsworn falsification to authorities).

Mar 8, 2006

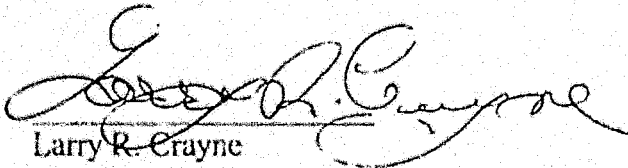

Robert Stoyko

Certificate of Service

I hereby certify that I have this day served a true and correct copy of the foregoing document upon the participant, listed below, in accordance with the requirements of Sec. 1.54 (relating to service by a participant).

Ronald and Suzanne Hillard
55 Sutton Farms Road
Shavertown, PA 18708

Dated this 27th day of Mar, 2006



Larry R. Crayne
238 Johnston Road
Pittsburgh, PA 15241

Counsel for
UGI Utilities, Inc.

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