

1. REPORT DATE: 00/00/00 :
 2. BUREAU: ALJ :
 3. SECTION(S): : 4. PUBLIC MEETING DATE:
 5. APPROVED BY: : 00/00/00
 DIRECTOR: :
 SUPERVISOR: :
 6. PERSON IN CHARGE: : 7. DATE FILED: 10/22/01
 8. DOCKET NO: C-20016345 : 9. EFFECTIVE DATE: 00/00/00

PARTY/COMPLAINANT: DEEM CHARLES P

RESPONDENT/APPLICANT: METROPOLITAN EDISON CO.

COMP/APP COUNTY: BUCKS

UTILITY CODE: 110300

ALLEGATION OR SUBJECT

COMPLAINANT STATES GPU HAS REFUSED TO ACCEPT PROVISION OF WAGNER CONDOMINIUM DECLARATION AS RIGHT OF WAY OF EASEMENT FOR PURPOSES OF INSTALLING REQUESTED NEW RESIDENTIAL ELECTRIC LINE ACROSS COMMON AREA AND PROPERTY OF OTHER CONDOMINIUM UNIT OWNER.

DOCUMENT
FOLDER

DOCKETED

OCT 31 2001

110300

C-20016345

RECEIVED

2001 OCT 22 PM 2:44

Formal Complaint Form
Pennsylvania Public Utility Commission

SECRETARY

Please Print (you may also type your answers directly onto the form as it appears on your screen)

1 Your name, mailing address and telephone number

Name Charles P. Deem

Street/PO Box 248A Woodland Drive

City Upper Black Eddy State Pennsylvania Zip 18972

County Bucks Area Code/Home Phone 610-982-5326

Area Code/Work Phone 908-789-8713

2 Name of company your complaint concerns GPU Energy

3 What is your complaint? (Use additional paper if need more space)

GPU has refused to accept provision of Wagner Condominium Declaration as right-of-way or easement for purposes of installing requested new residential electric line across common area and property of other condominium unit owner GPU insists that it alone has the right to determine what is and what is not a satisfactory right-of-way pursuant to its General Rules And Regulations, Rule 6, Right-Of-Way. It is insisting on a written right-of-way signed by the owner of Unit 1, Robert Wagner, which Mr. Wagner has refused to provide for the line location desired by me and my wife, Barbara Deem, the applicants for service. Attached is a copy of first page of Wagner Condominium Declaration showing recordation, and copies of pages four and five showing Article IV, EASEMENTS, Section 411 Utility Easements. The requested line location is not only in substantially the same location as a secondary line in existence at the time we purchased Unit 2, but also would not in any way interfere with the use or occupancy of Wagner's Unit 1

4 What do you want the Public Utility Commission to do about your complaint?

We are requesting that the PUC direct GPU to accept the provisions of the Wagner Condominium Declaration as a satisfactory right-of-way for installation of the new primary line we are seeking

5 You must sign and date your complaint below

The information I have placed on the form is true and correct to the best of my knowledge. I understand that I could be punished under Pennsylvania State Law if I purposely give false information.

Charles P. Deem
Signature

10-18-01
Date

40

**DECLARATION OF CONDOMINIUM
OF
WAGNER CONDOMINIUM**

Pursuant to the provisions of the
Pennsylvania Uniform Condominium Act,
68 Pa. C.S. §3101 *et. seq.*, as amended

THIS DECLARATION is made this 30th day of November, 1998, by Robert Wagner
(the "Declarant") as owner of the real property described herein.

**ARTICLE I
SUBMISSION; DEFINED TERMS**

Section 1.1 Property; County; Name. Declarant, equity owner in fee simple of the Real Estate located on Woodland Drive in Bridgeton Township, Bucks County, Pennsylvania as more fully described in Exhibit "A" attached hereto hereby submits the Real Estate, including all easements, rights and appurtenances thereunto belonging and the Buildings and improvements erected or to be erected thereon (collectively, the "Property") to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa. C.S. §3101 *et seq.* (the "Act"), thereby creating a condominium to be known as the "WAGNER CONDOMINIUM" (the "Condominium"), each unit being created therein to contain a single family dwelling.

Section 1.2 Easements and Licenses. Included among the easements, rights and appurtenances referred to in Section 1.1 above are the following recorded easements and licenses:

a. Various rights of way granted to Metropolitan Edison Company recorded in the Bucks County Recorder of Deeds Office in Deed Book 644/391; Deed Book 668/98, Deed Book 703/534; Deed Book 584/431 and Land Record Book 319/893.

b. An access right of way as mentioned in the Bucks County Office for the Recording of Deeds in Deed Book 534/ 359 as shown on the Declaration Plan.

Section 1.3 Defined Terms.

1.3.1 Capitalized terms not otherwise defined herein or in the Plats and Plans shall have the meanings specified or used in the Act.

1.3.2 The following terms are used or defined in general terms in the Act and shall have specific meanings herein as follows:

a. Buildings mean the structures erected upon the Property and as shown on the Plan of Condominium and any amendments thereto.

DECLARATION OF WAGNER CONDOMINIUM

Page 4 November 30, 1998

descriptions, the Units and Common Elements shall be maintained and repaired by each Unit Owner and by the Association in accordance with the provisions of §3307 of the Act, except as expressly set forth to the contrary herein.

Section 2.5 Relocation of Unit Boundaries: Subdivision and Conversion of Units. Excepting for the boundaries defining Unit 2 (the Gate House), relocation of boundaries between Units and subdivision or conversion of Units will be permitted subject to compliance with the provisions therefor in §§3214 and 3215 of the Act. Subdivision or conversion of Unit 1 by the Declarant pursuant to §3215(c) of the Act may not result in more than five (4) additional Units.

ARTICLE III
ALLOCATION AND RESTRICTION OF
COMMON ELEMENTS

Section 3.1 Common Elements. The Common Elements shall consist of Common Element Number 1 on the Declaration Plat and Plan, also identified as the Recreation Area.

Section 3.2 Restrictions on the Use of Common Elements. The Common Element, designated as Recreation Area on the Plan of Condominium, shall be limited to passive recreational uses such as walking by the Unit Owners unless otherwise amended or approved by the Executive Board.

ARTICLE IV
EASEMENTS

Section 4.1 Additional Easements. In addition to and in supplementation of the easements provided for by §§3216, 3217 and 3218 of the Act, the following easements are hereby created:

4.1.1 Utility Easements. The Units and Common Elements shall be, and are hereby, made subject to easements in favor of the Declarant, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements created in this Section 4.1.2 shall include, without limitation, rights of Declarant, or the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), electric wires, conduits and equipment and ducts and vents over, under, through, along and on the Units and Common Elements. Notwithstanding the foregoing provisions of this Section 4.1.2, unless approved in writing by the Unit Owner or Unit Owners affected thereby,

DECLARATION OF WAGNER CONDOMINIUM

Page 5 November 30, 1998

any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit by the Declarant, or so as not to materially interfere with the use or occupancy of the Unit by its occupants.

4.1.2 Declarant's Easement to Correct Drainage. Declarant reserves an easement on, over and under those portions of the Common Elements not located within a Building for the purpose of maintaining and correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance. The easement created by this Section 4.1.3 expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil, or to take any other action reasonably necessary to achieve this purpose, following which Declarant shall restore the affected property as closely to its original condition as practicable.

4.1.3 Easement for Use of Recreation Area.

4.1.3.1 Each Unit Owner and each person lawfully residing on the real estate described in Exhibit "A" is hereby granted a non-exclusive perpetual right and easement of access to and enjoyment in common with others of the amenities and recreational facilities constituting the Recreation Area.

ARTICLE V
TAXES AND UTILITIES

Section 5.1 Separate Real Estate Taxes Real Estate Taxes shall be separately assessed against each Unit Owner for his or her Unit and corresponding allocation of undivided interest in the Common Elements as provided in the Act. In the event that such taxes are not separately assessed against each Unit Owner but are assessed against the Property as a whole, then each Unit Owner shall pay his or her proportionate share thereof in accordance with his respective allocation of undivided interest in the Common Elements and in such event such taxes shall be a common expense.

Section 5.2 Utilities Unless obtained by the Association and designated as a common expense, all services furnished by a utility company or the municipality to any Unit Owner shall be charged to and paid by the Unit Owner receiving such services. Separate meters shall be furnished for all Units to measure consumption of electricity for purposes of heat, air conditioning and general electric requirements.

ARTICLE VI
INSURANCE

The Association shall obtain and maintain insurance on the Common Elements insuring against all risks of direct physical loss commonly insured against. The insurance obtained by the

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

DATE SERVED: OCTOBER 31, 2001

C-20016345

MET-ED/PENELEC D/B/A GPU ENERGY
C/O MS ROSALYN STRASSNER
BIN 18
ROUTE 183 AND VAN REED ROAD
P O BOX 15152
READING PA 19612-5152

DOCUMENT
FOLDER

Dear Sir/Madam:

A complaint has been filed against you before the Pennsylvania Public Utility Commission by CHARLES P DEEM. 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.

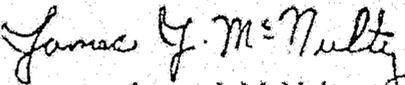
OCTOBER 31, 2001

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

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,


James J. McNulty
Secretary

DDI

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

DATE SERVED: OCTOBER 31, 2001

CHARLES P DEEM
Complainant

VS.

METROPOLITAN EDISON COMPANY
Respondent

Complaint Docket
No: C-20016345

DOCUMENT
FOLDER

FORMAL COMPLAINT NOTICE TO RESPONDENT TO ANSWER OR SATISFY

DOCKETED

TO: METROPOLITAN EDISON COMPANY

OCT 31 2001

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 17120, an answer (original and two 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).

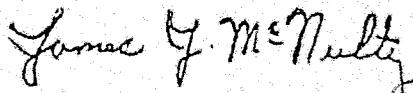
2. If you fail to either satisfy this complaint or to file answer or other responsive pleading within twenty (20) days, you will be deemed to have admitted all the allegations in this complaint in accordance with Section 5.61 of the Commission's Rules of Administrative Practice and Procedure, 52 Pa. 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

ORIGINAL

LAW OFFICES
RYAN, RUSSELL, OGDEN & SELTZER LLP

W. EDWIN OGDEN
ALAN MICHAEL SELTZER
JEFFREY A. FRANKLIN
JOHN F. PROVILACIS
DAVID M. DESALLE
BRIDGEM. GOOD
CARL J. ENGLEMAN JR

SUITE 101
800 NORTH THIRD STREET
HARRISBURG, PENNSYLVANIA 17102-2025
TELEPHONE (717) 236-7714
FACSIMILE (717) 236-7816
WWW.RYANRUSSELL.COM

SAMUEL B. RUSSELL (RETIRED)
HAROLD J. RYAN (1972)
JOHN S. MCCONAGHY (1981)

READING OFFICE
SUITE 301
1100 BERKSHIRE BOULEVARD
READING, PENNSYLVANIA
19610-1221
TELEPHONE (610) 372-4761
FACSIMILE (610) 372-4177

DOCUMENT
FOLDER

November 20, 2001

VIA FIRST CLASS MAIL
Mr. James J. McNulty, Esquire
Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, Pennsylvania 17105-3265

12
11/20/01
11/20/01

Re: Charles P. Deem v.
Metropolitan Edison Company
Docket No. C-20016345

Dear Secretary McNulty:

Enclosed please find an original and three copies of the Answer and New Matter in the above-captioned matter. A copy of the document has also been served upon the Complainant, as shown in the certificate of service.

If you have any questions or require anything further, please contact me.

Very truly yours,

RYAN, RUSSELL, OGDEN & SELTZER LLP

David M. DeSalle

DMD/cc

Enclosures

c: Per Certificate of Service

KJR

12

ORIGINAL

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

CHARLES P. DEEM :
 :
 v. : Docket No. C-20016345
 :
 METROPOLITAN EDISON COMPANY :

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of this Certificate of Satisfaction on behalf of Metropolitan Edison Company upon the individuals listed below, in accordance with the requirements of 52 Pa. Code §1.54 (relating to service by a participant).

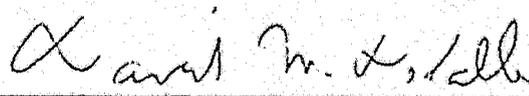
Service by U. S. First Class Mail, postage prepaid, addressed as follows:

Charles P. Deem
1866 Quimby Lane
Scotch Plains, New Jersey 07076

James J. McNulty, Esquire
Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17105-3265

NOV 21 2001
COMMUNICATIONS SECTION

Dated: November 20, 2001



David M. DeSalle
RYAN, RUSSELL, OGDEN & SELTZER LLP
800 North Third Street, Suite 101
Harrisburg, Pennsylvania 17102-2025
(717) 236-7714

Attorneys for
Metropolitan Edison Company

ORIGINAL

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

CHARLES P. DEEM :

v. :

Docket No C-20016345

METROPOLITAN EDISON COMPANY :

Handwritten notes and stamps on the right side of the page, including a date stamp "NOV 21 2001".

ANSWER AND NEW MATTER OF
METROPOLITAN EDISON COMPANY
TO THE COMPLAINT OF CHARLES P. DEEM

TO THE PENNSYLVANIA PUBLIC UTILITY COMMISSION:

AND NOW, Metropolitan Edison Company ("Met-Ed"), doing business as GPU Energy, by and through its counsel, David M. DeSalle, and Ryan, Russell, Ogden & Seltzer LLP, answers the above Complaint pursuant to Section 5.61 of this Commission's Regulations, 52 Pa. Code § 5.61, as follows:

- 1. Admitted.
- 2. Admitted. By way of further answer, the Complainant is a customer of Met-

Ed, doing business as GPU Energy.

3 For purposes of this Answer, the several sentences of this paragraph have been restated and answered as they appear as follows.

- 1) GPU has refused to accept provision of Wagner Condominium Declaration as right-of-way or easement for purposes of installing requested new residential electric line across common area and property of other condominium unit owner.

Admitted in part and denied in part. It is admitted that Met-Ed does not accept the provision of the Wagner Condominium Declaration as satisfactory right-of-way. The remaining averments in this paragraph are denied. After reasonable investigation, Met-Ed is

without sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and demands strict proof is relevant at hearing.

- 2) **GPU insists that it alone has the right to determine what is and what is not a satisfactory right-of-way pursuant to its General Rules and Regulations, Rule 6 Right-of-Way.**

Admitted. It is admitted that pursuant to Rule 6 Right-of-Way, of Metropolitan Edison Company Tariff Electric Pa. P.U.C. No. 48, "The Company shall not be obligated to provide any electric service to an Applicant/Customer until the Company has received and/or obtained satisfactory rights-of way and/or permits from, but not limited to, the Applicant/Customer, applicable Government agencies, railroad owners or other property owners..."

- 3) **It is insisting on a written right-of-way signed by the owner of Unit 1, Robert Wagner, which Mr. Wagner has refused to provide for the line location desired by me and my wife, Barbara Deem, the applicants for service.**

Admitted in part and denied in part. It is admitted that Met-Ed requires satisfactory right-of-way in accordance with its tariff provisions. It is further admitted that Met-Ed has sought valid and continuing right-of-way from Robert Wagner, which Mr. Wagner has denied. With regard to the remaining averments in this paragraph, after reasonable investigation, Met-Ed is without sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and demands strict proof is relevant at hearing.

- 4) **Attached is a copy of first page of Wagner Condominium Declaration showing recordation, and copies of pages four and five showing Article IV, EASEMENTS, Section 4.1.1 Utility Easements.**

This paragraph does not set forth a factual averment to which a responsive pleading is required. By way of further answer, Met-Ed denies that the Wagner Condominium Declaration provides satisfactory right-of-way.

- 5) **The requested line location is not only in substantially the same location as a secondary line in existence at the time we purchased Unit 2, but also would not in any way interfere with the use or occupancy of Wagner's Unit 1.**

Denied. After reasonable investigation, Met-Ed is without sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and demands strict proof is relevant at hearing.

4. The allegations in this paragraph constitute a prayer for relief to which no responsive pleading is required.

NEW MATTER

5. The answers to Paragraphs 1-5 of the Complaint are incorporated by reference as if fully set forth at length herein.

6. The Complainant receives residential electric service from Met-Ed at 248A Woodland Drive, Upper Black Eddy, Pennsylvania 18972.

7. The Complainant began receiving service from Met-Ed at the above address on August 7, 1999. Met-Ed's facilities serving Complainant are on the property of Mr. Robert Wagner pursuant to Easement granted by Joan Hundley and M.D. Hundley dated May 6, 1991. See Exhibit A.

8. On or about July 27, 2000, the Complainant filed an Informal Complaint with this Commission's Bureau of Consumer Services ("BCS"), No. 0818954. The file has not been closed.

9. Pursuant to Rule 6 Right-of-Way, of Metropolitan Edison Company Tariff Electric Pa. P.U.C. No. 48, filed with and approved by the Pennsylvania Public Utility Commission: "The Company shall not be obligated to provide any electric service to an Applicant/Customer until the Company has received and/or obtained satisfactory rights-of way and/or permits from, but not limited to, the Applicant/Customer, applicable Government agencies, railroad owners or other property owners. . . . " See Exhibit B.

10. Pursuant to Rule 7 d Relocation of Facilities, of Metropolitan Edison Company Tariff Electric Pa. P.U.C. No. 48, filed with and approved by the Pennsylvania Public Utility Commission, Met-Ed has the right to collect all costs for the relocation of its facilities pursuant to a request made by a customer. See Exhibit C.

11. Since October of 1999, Met-Ed has attempted to secure rights-of-way from impacted property owners to accommodate Complainant's facilities relocation request but has continually been refused.

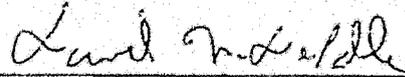
12. Mr. Wagner has refused Met-Ed's attempts to secure additional satisfactory right-of-way to accommodate Complainant's intended facilities relocation.

13. Application was made to Bridgeton Township to occupy road right-of-way, but was refused due to "excessive impact on natural resources/trees along Woodland Drive".

14. Complainant has stated that putting the service line underground along a private road at his expense is not an acceptable option because of the costs involved.

WHEREFORE, Metropolitan Edison Company hereby requests that the Complaint of CHARLES DEEM be dismissed.

Respectfully submitted,



David M. DeSalle
RYAN, RUSSELL, OGDEN & SELTZER LLP
800 North Third Street, Suite 101
Harrisburg, Pennsylvania 17102-2025
(717) 236-7714

Attorneys for
Metropolitan Edison Company

Dated: November 20, 2001

EXHIBIT A

Document No. 000008 JUL 29 91
Work Order No. 51-3000-80302-360.11 &
Line No. 77 360.12
Grid No. 72475-45794

EASEMENT

The undersigned, Joan Hundley and M. D. Hundley, her husband of Post Office
Box 22, Bedford, New York 10506
at the County of and State of (the "Grantor") is the owner of certain
lands situate in the Township of Bridgeton, County of Bucks, Pa., bounded and/or described as follows (the "Land"): [Include information such as street address, subdivision plan name and number, lot number, recording data and tax parcel number]
Tax Parcel Number 3-3-3
Recorded in Deed Book 2813, page 1071

Grantor, in recognition of the obligation of Metropolitan Edison Company, a Pennsylvania Corporation (the "Grantee") to furnish and maintain adequate, efficient, safe and reasonable service and facilities, and intending to be legally bound, hereby grants and conveys to Grantee a permanent easement and uninterrupted right, from time to time, to construct, reconstruct, operate, inspect, replace, improve, maintain, relocate, extend and remove overhead, underground and ground level facilities described below (the "Facilities") as may be necessary or convenient for electric and communication purposes for the use and benefit of the Land and/or adjacent lands on, over, under and across the portion of the land as shown on plan numbered AA-2664-E, dated 3-7-91 attached hereto and made a part hereof

The Facilities may include, without limitation, poles (with or without crossarms), guy wires, street lights and standards, transformers, transformer pads, switching compartments, conduits, conductors, ducts, wires, cables, fibers, pedestals, terminal boxes, hand-holes and other related equipment and apparatus from time to time deemed necessary or convenient by Grantee to accomplish the above purposes.

Grantor further grants and conveys to Grantee the right, from time to time, to (i) trim, cut or remove vegetation and trees and remove objects which are within fifteen (15) feet of overhead Facilities, or within three feet of poles or other Facilities at ground level (except in front of Facilities' access doors where the clearance distance shall be ten feet); (ii) make excavations to accomplish the above purposes; and (iii) enter upon the Land without notice for all of the purposes hereof.

Grantor covenants not to (i) construct, place, maintain or use structures of any kind, vegetation or trees over underground Facilities or within three feet of poles or other Facilities at ground level (except in front of Facilities' access doors where the clearance distance shall be ten feet); (ii) raise or lower the ground elevation of the Land above or beneath the Facilities; (iii) grow any vegetation or trees, which have a natural growing height exceeding eight feet, beneath overhead Facilities; or (iv) obstruct access to, remove structural support from, divert or impound water to or on or otherwise interfere with, the Facilities.

The rights and obligations hereunder shall be binding upon and inure to the benefit of the Grantor and Grantee and their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantor has duly executed this easement this 6th day of May, 1991.

Witness/Attest. (affix Corporate seal) [Signature] (SEAL)
[Signature] (SEAL)
[Signature] (SEAL)
[Signature] (SEAL)

8X0319 0893

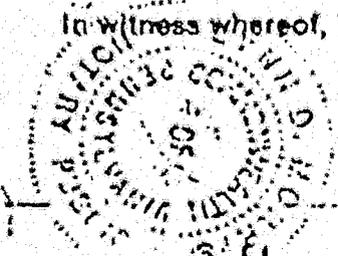
BY INDIVIDUALS

STATE OF PENNSYLVANIA
COUNTY OF BUCKS

4580 5180

On this, the 6th day of May, 19 91, before me Lynn D. Morris, the undersigned officer, personally appeared Joan Hundley and M. D. Hundley, her husband, known to me (or satisfactorily proven) to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.



NOTARIAL SEAL
LYNN D. MORRIS Notary Public
Forks Township, Northampton County
My Commission Expires Mar. 27 1995

Lynn D. Morris
Notary

RIGHT-OF-WAY

Joan Hundley, and
M. D. Hundley, her husband

TO
METROPOLITAN EDISON COMPANY

Date May 6, 19 91

RECORDED in the Office for the Recording
of Deeds, etc., in and for _____
County, Pennsylvania, in _____
Book No. _____ at page _____

WITNESS my hand and seal of Office this
_____ day of _____, 19 _____

Recorder, _____

Notary

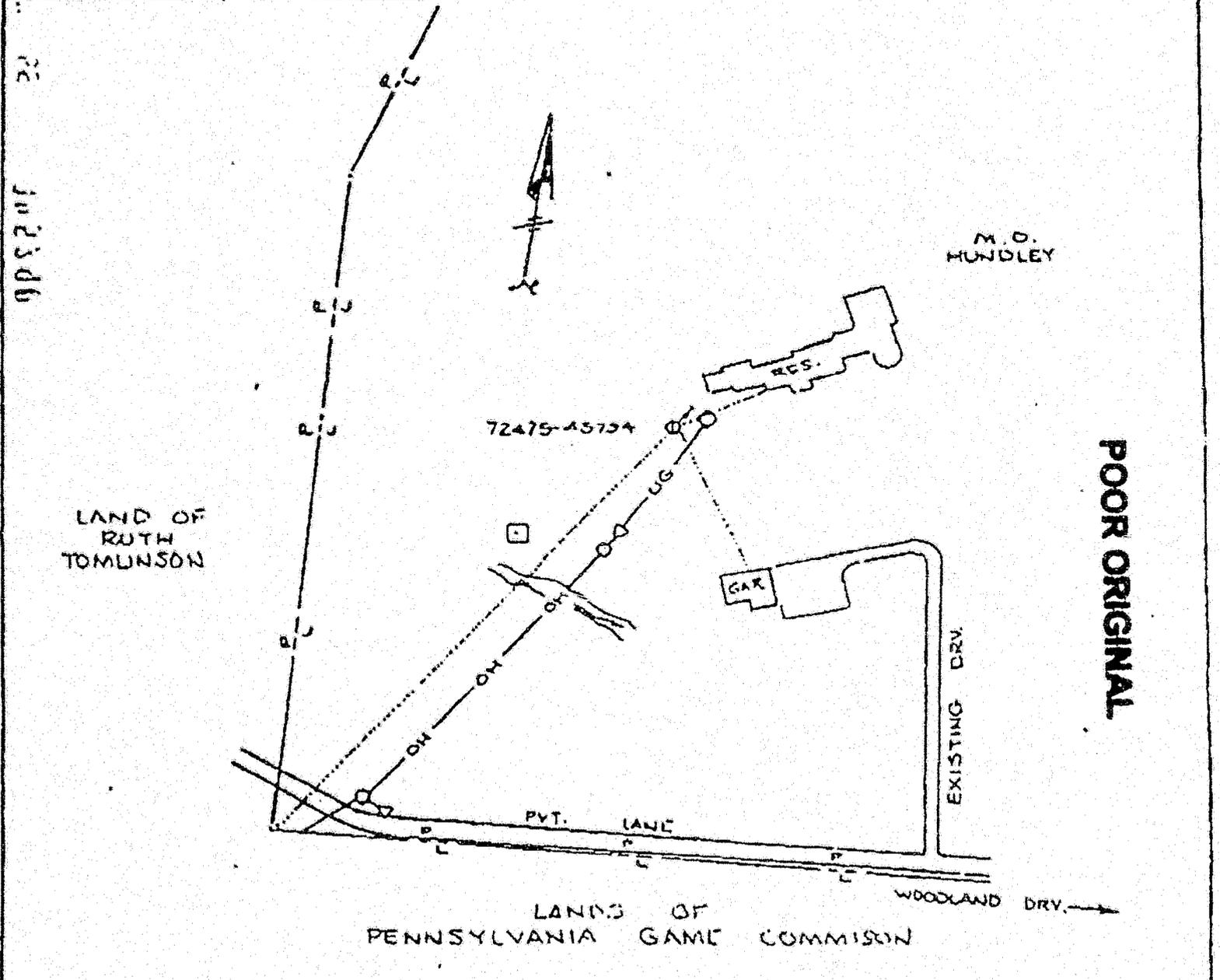
On this, the _____ day of _____, 19 _____, before me _____, the undersigned officer, personally appeared _____, who acknowledged himself to be the _____ of _____, a corporation, and that he as such _____, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as _____

In witness whereof, I hereunto set my hand and official seal.

BY A CORPORATION
STATE OF PENNSYLVANIA
COUNTY OF _____

LEGEND

- EXISTING MET-ED POLE
- PROPOSED MET-ED POLE
- ⊗ EXISTING MET-ED POLE TO BE REMOVED
- ⊙ FOREIGN POLE
- OH — EXISTING OVERHEAD LINE
- OH — PROPOSED OVERHEAD LINE
- ⋯ OH ⋯ EXISTING OVERHEAD LINE TO BE REMOVED
- A — EXISTING ANCHOR GUY
- A — PROPOSED ANCHOR GUY
- UG — EXISTING UNDERGROUND FACILITIES
- UG — PROPOSED UNDERGROUND FACILITIES
- ⋯ UG ⋯ EXISTING UNDERGROUND FACILITIES TO BE REMOVED
- PADMOUNTED TRANSFORMER
- HANDBOLE
- P — PROPERTY LINE
- R — ROAD RIGHT OF WAY
- RR — RAILROAD CENTERLINE
- UNDERGROUND VAULT



POOR ORIGINAL

SCALE: NONE	REV #	RIGHT-OF-WAY OVER AND UNDER LAND OF M. D. HUNDLEY,	W.O # 80302
DRI C.T.S		ET UX, SIVATE IN BRIDGETON TOWNSHIP, BUCKS COUNTY,	DATE 3-7-91
END:		PENNSYLVANIA	
CKD:		BX0319-0895	
APPR: P.T.C.		METROPOLITAN EDISON COMPANY EASTON, PA.	AA-266A-E

EXHIBIT B

GENERAL RULES AND REGULATIONS

Rule 5 - Deposits (continued)

Deposits for Residential Customers shall be returned to them in accordance with the provisions of the Commission's Regulations at 52 Pa. Code Chapter 56 as amended from time to time. Deposits from all other Customers may be held by the Company, in its sole and exclusive judgment, until the Customer discontinues service or the Company determines that the Customer has established a satisfactory payment record. Upon discontinuance of all Company service and payment in full of all charges and financial guarantees, the Company shall refund the deposit or deduct any unpaid amounts from the deposit and refund the difference, if any, to the Customer. The deposit shall no longer accrue interest upon the discontinuance of service.

Deposits from Residential Customers shall bear simple interest at the rate of the average of one-year Treasury Bills for September, October and November of the previous year, payable annually without deductions for taxes thereon unless otherwise required by law. The interest rate shall become effective on January 1 of each year. All other Customer deposits shall bear simple interest at the rate of six percent (6%) per annum, payable annually.

6. Right-of-Way

An Applicant (and/or any existing Customer seeking additional service) requesting service from the Company shall grant to the Company, without charge, a right-of-way for all Company facilities over, through, across and/or along the property owned or controlled by the Applicant / Customer in order to provide electric service to the Applicant / Customer, unless a valid and continuing right-of-way has already been granted to the Company by such Applicant / Customer or any predecessor.

The Company shall not be obligated to provide any electric service to an Applicant / Customer until the Company has received and/or obtained satisfactory rights-of-way and/or permits from, but not limited to, the Applicant / Customer, applicable Government agencies, railroad owners or other property owners. Any right-of-way or permit fees, either initial or recurring, or other charges in connection with rights-of-way for providing service to an Applicant / Customer, shall be paid for by the Applicant / Customer.

EXHIBIT C

GENERAL RULES AND REGULATIONS

7. Extension of Company Facilities

Regardless of the type of electric service provided to a Customer under this Tariff, the Company's standard service for delivery of electric energy to Customers shall be from overhead supply lines, except as noted in any Rate Schedule. To the extent any request for electric service requires the extension and/or modification of the Company's existing electric facilities, such extension and/or modification shall be provided as set forth in this Rule 7.

a. Service Drop

The Company shall provide to the Customer at no charge an overhead service drop not exceeding one hundred (100) feet. For Residential Customers requesting an underground service, the Company shall provide at no charge to the Customer seventy-five (75) feet of underground cable. Residential Customers shall pay to the Company the estimated cost for the amount of overhead service drop exceeding one-hundred (100) feet or the amount of underground cable exceeding seventy-five (75) feet, whichever is applicable. The Customer shall be responsible for performing and the paying of the entire cost of all necessary trenching and backfilling. Non-Residential Customers shall provide and install, at their sole cost and expense, the complete underground installation including, but not limited to, conduit, cable, trenching and metering conduit, from the Company's supply line to their service entrance.

b. Line Extensions

(1) **Existing Line Extensions** - Any Customer served by a line extension completed before the effective date of this Tariff shall be subject to the terms and conditions of its existing line extension contract and the Company's then-applicable line extension rules and regulations.

(2) **New Non-Speculative Single Phase Line Extensions**

For purposes of this Rule 7.b.(2), the following definitions shall apply:

Contractor costs - The amounts paid by the Company to a contractor for work performed on a line extension.

GENERAL RULES AND REGULATIONS

Rule 7 - Extension of Company Facilities (continued)

Direct labor costs - The pay and expenses of Company employees directly attributable to work performed on a line extension, excluding construction overheads or payroll taxes, workmen's compensation expenses or similar expenses.

Direct material costs - The purchase of materials used for a line extension excluding related stores (i.e. warehousing) expenses. In computing direct material costs, proper allowance shall be made for unused materials recovered from temporary structures, and for discounts allowed and realized in the purchase of materials.

Company Obligations

The Company shall extend its 34,500 volt or less distribution system to new Applicants / Customers taking single phase service from the Company.

The Company shall construct, own and maintain all line extensions and shall provide up to 2,500 feet of line extension per Applicant / Customer at no charge. The Company's engineering layout shall be the sole basis used for determining the length of line extension.

The Company shall not commence construction of a line extension until (i) it has received and accepted an application for electric service; (ii) the Applicant / Customer has completely executed appropriate contracts for electric service and/or line extensions; (iii) the Applicant / Customer has paid any and all associated costs or charges; and (iv) the Applicant / Customer requesting the line extension has furnished to the Company rights-of-way over, across, through, in and/or on the Applicant's / Customer's property that are acceptable to the Company and necessary for the construction, maintenance and operation of the line extension in accordance with Rule 6. of this Tariff.

The Company shall be under no obligation to construct the line extension in the event the Company is unable to acquire, at a cost deemed reasonable by the Company and in satisfactory form, any necessary rights-of-way and other consents from any parties other than the Applicant / Customer.

GENERAL RULES AND REGULATIONS

Rule 7 - Extension of Company Facilities (continued)

Customer Obligations

Where the Non-Speculative Line Extension exceeds 2,500 feet per Applicant / Customer, the Applicant / Customer shall make a refundable or non-refundable non-interest bearing cash advance to the Company equivalent to the Company's estimated direct labor and direct material costs and/or, if a contractor is to be used to construct the line, the contractor's estimated cost for construction of that portion of the line extension which is in excess of the 2,500 feet. All footage in excess of 2,500 feet shall be charged to the Applicant / Customer at the Company's average direct cost per foot for constructing the entire line extension.

In the event that an Applicant / Customer makes a cash advance to the Company for construction costs of the line extension, refund(s) shall be made to the initial line extension Applicant / Customer for each new Customer added to the initial line extension. The refund shall be an amount calculated by multiplying 2,500 feet by the average cost per foot for the initial line extension. Refunds shall be made only for Customer additions made within ten (10) years from completion of the initial line extension and the sum of any refund(s) shall never exceed the initial line extension Applicant's / Customer's cash advance. Any balance from the advance remaining after ten (10) years shall be retained by the Company. In lieu of a refundable non-interest bearing cash advance, the Applicant / Customer may elect to make a non-refundable cash contribution to the Company.

If the Applicant / Customer requests, and Company approves, line extensions may be installed underground. In such case, the Applicant / Customer shall provide all necessary excavation, backfilling and grading in accordance with Company specifications and bear all costs set forth in Rule 7, plus any additional costs associated with underground installations as prescribed in this Tariff.

The Applicant / Customer shall perform or arrange and pay for all Company-directed rough grading in accordance with the Company's specifications for underground lines and facilities, as said specifications shall be modified by the Company from time to time.

GENERAL RULES AND REGULATIONS

Rule 7 - Extension of Company Facilities (continued)

The Applicant / Customer shall pay the cost of all tree trimming which exceeds one (1) day of tree trimming for a crew of three (3) employees.

If an Applicant / Customer requests any deviation from the Company's standard construction practices, the Company may, in its sole and exclusive discretion, approve such request. Any Company-approved deviations from its construction practices shall be at the Applicant's / Customer's sole expense.

Developer Obligations

Where an application for an overhead extension of service for a tract of land being developed or proposed to be developed, in whole or in part, for residential, commercial or industrial purposes not covered by Rule 7.b.(3) is received from a person, corporation or other entity that is not expected to be a Customer, the Company, prior to construction, shall require payment of a refundable non-interest bearing cash advance from the Applicant covering the Company's estimated direct labor and direct material costs and/or, if a contractor is to be used to construct the overhead extension, the contractor's estimated cost for construction of said overhead extension (i) to the tract of land being developed and (ii) within the boundary of the tract of land necessary to serve prospective Customers in the tract. After connection of a Customer(s) to the line extension, a cash refund of the advance shall be made to the Applicant in accordance with Rule 7., Customer Obligations.

The Company shall require for residential developments which qualify under Rule 7.b.(3) and this Rule 7.b.(2), a (i) refundable non-interest bearing cash advance from the Applicant covering the Company's estimated direct labor and direct material costs and/or, if a contractor is to be used to construct the line extension, the contractor's estimated cost for construction of said line extension to the tract of land being developed and (ii) the Company's estimated direct labor and direct material costs to install, construct, modify and/or extend the Company's facilities and/or, if a contractor is to be used to construct the line extension, the contractor's estimated cost of construction within the boundary of the tract of land being developed as justified under Rule 7.b.(3). After the connection of a Customer(s) to the line extension, a cash refund of the advance shall be made to the Applicant in accordance with this Rule 7.b.(2), Customer Obligations.

GENERAL RULES AND REGULATIONS

Rule 7 - Extension of Company Facilities (continued)

(3) Underground Electric Service in New Residential Developments

For purposes of this Rule 7.b.(3) only, the following definitions shall apply:

Applicant for electric service - The Developer of a recorded plot plan consisting of five (5) or more lots, or one (1) or more five-unit apartment houses.

Developer - The party responsible for constructing and providing improvements in a Development, that is, streets, sidewalks and utility-ready lots

Development - A planned project which is developed by a Developer / Applicant for electric service set out in a recorded plot plan of five or more adjoining unoccupied lots for the construction of single-family residences, detached or otherwise, mobile homes, or apartment houses, all of which are intended for year-round occupancy, if electric service to such lots necessitates extending the utility's existing distribution lines.

Distribution line - An electric supply line of untransformed voltage from which energy is delivered to one or more service lines.

Service line - An electric supply line of transformed voltage from which service is delivered to the residence.

Subdivider - The party responsible for dividing a tract of land into building lots which are not to be sold as utility-ready lots

Subdivision - A tract of land divided by a subdivider into five or more adjoining unoccupied lots for the construction of single-family residences, detached or otherwise, or apartment houses, all of which are intended for year-round occupancy, if electric service to such lots necessitates extending the utility's existing distribution lines.

GENERAL RULES AND REGULATIONS

Rule 7 - Extension of Company Facilities (continued)

Company Obligations

The Company shall install underground facilities in new residential developments when a bona fide Developer exists, i.e., only when utility-ready lots are provided by the Developer. A mere subdivision (i.e., one that does not have a bona fide Developer that provides to the Company utility-ready lots), is not required to have underground service. However, should the lot owner or owners in a subdivision desire underground service, such service shall be provided by the Company if such lot owner or owners, at their option, comply with Rule 7.b.(2) and (4).

The Company or its agent shall install the necessary service-related facilities which may include the installation of pad-mounted transformers.

The Company shall, at the request of the Developer, install underground street lighting lines at the time of the original request for service to the development or thereafter within the same development. All street lighting shall be provided in accordance with this Tariff.

If the Company elects to perform its own excavating and backfilling, there shall be no other charges to the Developer or to any other utility sharing the same trench.

The Company shall have the right to perform its own excavating and backfilling for greater system design flexibility.

The Company shall provide a maximum of one hundred (100) feet of underground distribution line, if practicable, to the boundary of the development at no cost to the Applicant.

Applicant / Customer / Developer ("Developer")

A Developer shall pay the cost of providing the Company with a copy of the recorded development plot plan identifying property boundaries and with easements satisfactory to the Company for occupancy by distribution, service and street lighting lines and related facilities.

GENERAL RULES AND REGULATIONS

Rule 7 - Extension of Company Facilities (continued)

The Developer or its agent shall provide all excavating, rough grading and backfilling required by the Company and shall meet the Company's specifications as they may be in effect from time to time. Copies of the specifications shall be provided to the Developer by the Company upon request.

A Developer shall pay the Company for any necessary and additional costs incurred by the Company as a result of the following:

- (a) Installation of underground facilities that deviate from the Company's underground construction standards and specifications if such deviation is requested by the Developer.
- (b) A change in the plot plan by the Developer for electric service after the Company has completed engineering for the project and/or has commenced installation of its facilities.
- (c) Physical characteristics such as, but not limited to, oversized lots or lots with extreme set-back.

Exceptions

Whenever the Company or any affected person believes that the application of this Rule 7.b.(3) works an undue hardship, involves a physical impossibility, or is otherwise inappropriate, they may request an exception from the Commission in accordance with 52 Pa. Code Sections §§ 57.81-57.88 by providing the Commission with the following:

- (a) A copy of the recorded plot plan of the development for which the exception is being sought; and
- (b) A letter petition setting forth the name of the Applicant, the location and size of the development involved, the names of the electric utility and telephone utility which shall provide service to that development, the date on which construction began or shall begin, whether the development is a new development or one phase in a development to be completed in several phases, and whether facilities in the area surrounding the development have been installed underground or overhead.

GENERAL RULES AND REGULATIONS

Rule 7 - Extension of Company Facilities (continued)

Upon the filing of an exception request, the Commission's staff shall notify the utilities involved and the appropriate local government authority, review the facts stated in the request and issue to the Applicant and the utility an informal written report and decision within 180 days of the request for an exception. Failure of the party requesting an exception to supply sufficient data within the 180 day period shall result in the automatic denial of the request.

The Company or any affected person may appeal the informal decision rendered by Commission staff by filing a letter petition with the Secretary of the Commission stating the facts in question and requesting a hearing. All such appeals shall be referred to the Commission's Office of Administrative Law Judge for hearing and decision.

If an exception request initiated by an Applicant for electric service is granted, and such Applicant thereafter desires underground electric service, 52 Pa. Code Sections §§ 57.82 and 57.83 shall apply as if no exception had been granted.

(4) New Speculative Single Phase and All Three-Phase Line Extensions

When the Company is requested to increase capacity, expand facilities or construct Speculative Single Phase Line Extensions or Three-Phase Line Extensions, the Company shall determine from the circumstances of each case the nature and level of financing and/or guarantee of revenue required of the Applicant / Customer prior to construction or installation of Company facilities. Among other things, the Company may require the Applicant / Customer to make a cash deposit (refundable and/or non-refundable) with the Company equivalent to the Company's total estimated cost for construction of facilities necessary to render service or, if a contractor is expected to be used, the contractor's total estimated construction cost to render service. Such cash deposits shall bear no interest and may be refunded to the Applicant / Customer in accordance with the terms and conditions of the contractual relationship between the parties.

GENERAL RULES AND REGULATIONS

Rule 7 - Extension of Company Facilities (continued)

Applications for Speculative or Three-Phase Line Extensions shall be subject to all other Rules and Regulations of this Tariff.

c. Temporary Service

At the request of an Applicant / Customer, the Company shall provide electric service for a defined period, usually less than one (1) year, for construction purposes only.

Upon application from an Applicant / Customer, the Company shall provide Temporary Service for residential single-unit house construction. For a Temporary Service where both the temporary service line and meter can be transferred to the completed building, the Temporary Service shall be provided by the Company upon the Applicant's / Customer's payment of Forty Dollars (\$40.00).

Upon application from an Applicant / Customer, the Company shall provide Temporary Service for Non-Residential construction. The Company shall provide the Temporary Service provided that the Applicant / Customer reimburses the Company for all costs of installing and removing the service installation, including both material and labor, less the salvage recovered from all materials and equipment removed after termination of service.

The Applicant / Customer shall make an advance payment to the Company equal to the estimated charges for installation and removal of service.

d. Relocation of Facilities

For purposes of this Rule 7 d., the following definitions shall apply:

Contractor costs - The amount paid by the Company to a contractor for work performed on the removal, relocation or change of distribution facilities.

Direct labor costs - The pay and expenses of Company employees directly attributable to work performed on the removal, relocation or change of distribution facilities, excluding construction overheads or payroll taxes, workmen's compensation expenses or similar expenses.

GENERAL RULES AND REGULATIONS

Rule 7 - Extension of Company Facilities (continued)

Direct material costs - The purchase price of materials used in work performed on the removal, relocation or change of distribution facilities, excluding related stores (i.e., warehousing) expenses. In computing direct material costs, proper allowance shall be made for unused materials, materials recovered from temporary structures, and for discounts allowed and realized in the purchase of materials.

Removal, relocation or change of distribution facilities - The removal, relocation or change of distribution facilities, such as line poles and their associated attachments, made pursuant to the request of a Residential Customer who is not entitled to receive condemnation damages to cover the cost of work performed on distribution facilities removal, relocation or change. This item shall not include repairs or replacement to distribution facilities necessitated by the intentional or negligent conduct of any party.

Company Obligations

The Company shall remove, relocate or change the Company's facilities or temporarily interrupt service to a Customer's premises, upon the Customer's request, where such removal, relocation, change or interruption is acceptable to the Company.

The Company shall provide the Residential Customer with an estimate of the costs of removing, relocating, or changing the Customer's service, and the Residential Customer shall pay that amount to the Company prior to performing the work.

The Company shall bill the Residential Customer based upon the contractor costs and/or direct labor and direct material costs associated with the removal, relocation or change of distribution facilities, less an amount equal to any maintenance expenses avoided as a result of such work.

The Company may, in its sole discretion, request a Non-Residential Customer or other party to pay to the Company in advance the estimated cost to perform such work. The Company shall bill Non-Residential Customers the total cost of the work, including the total direct and indirect costs.

GENERAL RULES AND REGULATIONS

Rule 7 - Extension of Company Facilities (continued)

After completion of the work, the Company shall bill, or refund to the Non-Residential Customer or other party, the difference between the estimated cost and the total direct and indirect cost of such work.

The Company may waive charges under this Rule 7.d. if, in the Company's sole judgment, the location of the Company's existing distribution and/or service facilities on the Customer's property restricts the growth of the Customer's operation.

Customer Obligations

A Customer desiring the removal, relocation, or change of Company facilities shall submit a request to the Company

The Company may accept or reject said request in its sole and exclusive discretion. If the Company accepts said request, the Customer shall pay in advance the Company's total estimated cost for any Customer requested temporary interruption in the Customer's service due to construction, maintenance or other activities.

All Customers or other parties that request the removal, relocation or change of Company facilities shall furnish, without expense to the Company, satisfactory rights-of-way acceptable to the Company for the construction, maintenance and operation of the relocated facilities.

Non-Residential Property Owner

Except as otherwise provided by law, a Non-Residential Property Owner, such as a builder, developer or contractor (owner), shall be responsible for the costs of relocating Company facilities or equipment to accommodate the owner or in fulfillment of the owner's obligation to any public authority.

8. Taxes on Applicant / Customer Advances

Any Applicant / Customer advance or other like amount received from an Applicant / Customer under this Tariff, under any contract executed under this Tariff or any other prior

LAW OFFICES
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November 27, 2001

VIA FIRST CLASS MAIL

Mr. James J. McNulty, Esquire
Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, Pennsylvania 17105-3265

DOCUMENT
FOLDED

Re: Charles P. Deem v.
Metropolitan Edison Company
Docket No. C-20016345

Dear Secretary McNulty:

Enclosed please find an original and three (3) copies of the affidavit, which was inadvertently left out of the Answer and New Matter in the above-captioned proceeding filed November 20, 2001. A copy of the affidavit has also been sent to the Complainant.

If you have any questions or require anything further, please contact me.

Very truly yours,

RYAN, RUSSELL, OGDEN & SELTZER LLP

David M. DeSalle

David M. DeSalle

DMD/cc

Enclosures

c: Per Certificate of Service

6

