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SEP 29 2020

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Tuesday, September 29, 2020

Secretary's Bureau
Pennsylvania Public Utility Commission
400 North Street
Harrisburg, PA 17120

To Whom It May Concern:

PEG Bandwidth PA, LLC has recently been awarded a court judgement that requires the transfer of assignment of maintenance for 3 railroad crossing docket numbers from Salsgiver Telecom to PEG Bandwidth PA, LLC. I have listed the 3 docket numbers below. Please transfer the listed Docket numbers and assign their maintenance to PEG Bandwidth PA, LLC.

1. Docket #: A-2015-2470561 – AAR/DOT # 529070F – Mile Post: QS-15.76
– Windber, Somerset County, PA
2. Docket #: A-2015-2470518 – AAR/DOT # 529141A – Mile Post: SY-14.95
– Scalp Level, Cambria County, PA
3. Docket #: A-2015-2470544 – AAR/DOT # 529146J – Mile Post: XT-0.07
– Windber, Somerset County, PA

A copy of the Court Order from the United States Bankruptcy Court for the Western District of Pennsylvania is enclosed and contains details of the settlement. If there are any questions or additional information necessary, please contact me at (cell) 518-222-6953 or (email) jw01moffit@gmail.com.

Sincerely,

Justin Moffitt
Uniti Fiber/ PEG Bandwidth PA, LLC

FILED
10/18/19 2:46 pm
CLERK
U.S. BANKRUPTCY
COURT - WDPA

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

IN RE:

SALSGIVER, INC.,

Bankruptcy No. 18-20803-TPA

Debtor.

Chapter 11

SALSGIVER, INC.,

Adversary Proc. No. 19-02093-TPA

Plaintiff,

Rel to Doc No. 26

vs.

PEG BANDWITH PA, LLC,

Defendant.

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ORDER OF COURT

It is hereby **ORDERED, ADJUDGED and DECREED** that the Joint Motion to Approve Settlement Agreement and Mutual Release, filed by the Adversary Parties herein, is **GRANTED** and that the Settlement Agreement and Mutual Release attached as *Exhibit A* to the Motion is approved with the general terms of said approved Settlement Agreement and Mutual Release being as follows:

- a.) Salsgiver, Inc. ("Salsgiver") relinquishes any and all interests in and to the fiber optic network which was the subject of the Master Services Agreement For Construction except for one (1) conduit ("the Excluded Conduit") and a three to four mile area in an around Homer City, Pennsylvania where the parties have cable that is overlashed/double attached ("the Overlash Issue");
- b.) PEG waives its Chapter 11 Claim against Salsgiver and will withdraw same;

- c.) Within ten business days after the effected assignment of assets and third party authorizations referenced on Exhibits C, D, E, G, H, I and J attached to the Settlement Agreement and Mutual Release, PEG will pay Salsgiver the sum of \$25,000.00;
- d.) PEG will take steps to have assigned to it any and all pole attachment permits and licenses with third party pole owners in regard to approximately 5,228 utility poles to which the fiber optic network is attached;
- e.) Salsgiver will cooperate as reasonably requested by PEG in its efforts to effectuate the assignments of pole attachment permits and licenses;
- f.) PEG will assume all unpaid fees and costs associated with the pole attachment permits and licenses assigned to it, whether pre-petition or post-petition and whether pre-Settlement or post-Settlement, provided that Salsgiver timely forwards invoices pertaining to the pole attachment permits and licenses being assigned of which Salsgiver is aware and, further, identifies to PEG the specific pole attachment permits and licenses to be assigned;
- g.) Salsgiver represents, warrants and affirms that of the approximately 5,228 poles being transferred, Salsgiver has set forth, to the best of its knowledge, each and every pole attachment permit and license which Salsgiver obtained to install the fiber optic network;

- h.) The parties acknowledge that PEG is still attempting to reconcile the poles, permits and licenses involved and the parties agree and covenant to cooperate fully and completely, and in good faith to determine the exact list of poles, by pole owner and identification number to which the fiber optic network is attached;
- i.) Salsgiver transfers to PEG all of Salsgiver's right, title and interest in Salsgiver owned poles in the town of Berlin, Pennsylvania as set forth on Exhibit D to the Settlement Agreement and Mutual Release with Salsgiver retaining ownership of the other poles on Exhibit D until PEG can take steps to confirm that such poles can be assigned to the jurisdiction in which they are located;
- j.) In the event the poles on Exhibit D which are not located in Berlin, Pennsylvania cannot ultimately be transferred to PEG pursuant to the terms of paragraph 7 of the Settlement Agreement, Salsgiver and PEG will enter into an industry-standard pole attachment agreement by which PEG may maintain the fiber optic network on such poles;
- k.) Salsgiver will transfer to PEG certain conduits, but specifically not the Excluded Conduit, and provide a representation and warranty that said conduits being transferred are the only conduits in which Salsgiver may have an interest into which any portion of the fiber optic network has been installed;
- l.) For up to twelve (12) months, PEG may continue to utilize that portion of the fiber optic network installed in the Excluded Conduit

without charge with Salsgiver continuing to maintain the Excluded Conduit in good condition and repair so long as PEG continues to utilize same;

- m.) PEG will undertake commercially reasonable efforts to remove the portion of the fiber optic network installed in the Excluded Conduit and to remove the overlashed/double attached cables underlying the Overlash Issue (including the temporary removal of Salsgiver overlashed cable required for PEG to remove its own cable) with Salsgiver providing a representation and warranty that the only overlash matters involving the parties are those in the three to four mile area in and around Homer City, Pennsylvania;
- n.) PEG will bear the expense for the actions to be performed as set forth in item (m) above except that Salsgiver will fully bear the expense for re-overlashing any Salsgiver cable which was temporarily removed so as to allow PEG to remove its own cable;
- o.) PEG will provide Salsgiver with 48 hour's notice of any work to be performed as set forth in item (m) above;
- p.) If Salsgiver, after having been given the 48 hour notice set forth in item (o) above, does not have workers on hand to re-overlash any Salsgiver cable temporarily removed by PEG, then PEG may temporarily attach the Salsgiver cable with Salsgiver having to reimburse PEG for the costs associated with the temporary attachment;

- q.) Salsgiver will transfer to PEG any and all interests Salsgiver has in the Right of Way and Easements entered into with Daniel J. Will and Jolin C. Will and William A. and Nancy C. Merrill with Salsgiver providing a representation and warranty that the foregoing are the only Easements it entered into with private residential third parties related to the fiber optic network;
- r.) Salsgiver will transfer to PEG any and all interests Salsgiver has in PennDOT Aerial Highway Occupancy Permits, Pennsylvania Turnpike Commission Aerial Crossing Licenses and Railroad Crossing Authorizations and further Salsgiver represents and warrants that it has provided PEG with all information of which it is aware regarding all other third party Rights of Way and Easements (or similar arrangements) obtained by Salsgiver for the installation or maintenance of PEG's fiber optic network and will, without further consideration, transfer such interests to PEG;
- s.) PEG shall apprise Salsgiver's Counsel via e-mail every fourteen days regarding PEG's progress in securing the various above-referenced assignments and reconciliations.
- t.) The parties will have the District Court Case marked as settled and discontinued;
- u.) Salsgiver will have the instant Adversary Proceeding marked as settled and discontinued.

- v.) Salsgiver consents to relief from stay to allow the State Court Case to proceed with PEG agreeing to limit any recovery for PEG in said Case to the limits of applicable insurance coverage; and
- w.) The parties will mutually release each other.

It is further **ORDERED, ADJUDGED** and **DECREED** that, in accordance with item (v.) above, relief from stay is hereby granted to PEG Bandwidth PA, LLC to pursue its claim against Salsgiver in the case of Nunamaker v. Allegheny Energy, et al., No. GD 17-015477 in the Court of Common Pleas of Allegheny County, Pennsylvania but with any recovery for PEG Bandwidth PA, LLC in said case being limited to the limits of applicable insurance coverage with PEG Bandwidth PA, LLC agreeing not to pursue any assets of Salsgiver, Salsgiver or the Bankruptcy Estate.

It is further **ORDERED, ADJUDGED** and **DECREED** that the Court will retain jurisdiction to enforce the terms of the parties' settlement and this Order.

The Clerk shall close
this Adversary

Date: October 18, 2019


United States Bankruptcy Court Judge



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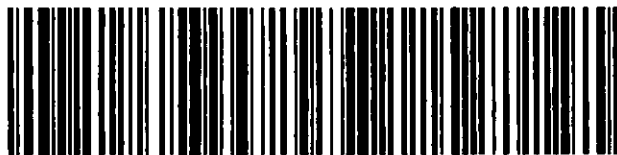
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