

**PENNSYLVANIA  
PUBLIC UTILITY COMMISSION  
Harrisburg, PA 17120**

Public Meeting held March 10, 2022

Commissioners Present:

Gladys Brown Dutrieuille, Chairman  
John F. Coleman, Jr., Vice Chairman  
Ralph V. Yanora

Francene Tearpock-Martini

C-2021-3027093

v.

UGI Utilities, Inc.

**OPINION AND ORDER**

**BY THE COMMISSION:**

Before the Pennsylvania Public Utility Commission (Commission) for consideration and disposition are the Exceptions of Francene Tearpock-Martini (Complainant or Ms. Tearpock-Martini) filed on December 6, 2021, to the Initial Decision of Administrative Law Judge (ALJ) Elizabeth H. Barnes issued on November 17, 2021, in the above-captioned proceeding. UGI Utilities, Inc. (UGI, Respondent or Company) filed Replies to Exceptions on December 16, 2021. For the reasons stated below, we shall deny the Complainant's Exceptions and adopt the ALJ's Initial Decision.

## History of the Proceeding

On July 5, 2021, the Complainant filed a Formal Complaint (Complaint) with the Commission alleging that UGI trespassed on her property, had anchor wires on her property that were a safety hazard, and had no right-of-way on her property. For relief, the Complainant sought removal of the anchor wires from her property. Complaint at 2-3.

On July 27, 2021, the Respondent filed an Answer admitting that it provided electric service to the Complainant but denying that its utility pole and anchor were outside a municipal right-of-way except for a 2.5-foot aerial encroachment of the electric facilities across the corner of the Complainant's property. In its Answer, UGI averred that this small encroachment is not a safety hazard. UGI also stated its willingness to relocate the anchor to another location – that is acceptable to the Company from a safety, reliability and compliance perspective – in the public right-of-way that will eliminate the small aerial encroachment. Answer at 1-2.

On July 30, 2021, the Complainant filed a further reply to the Answer (Further Reply) insisting UGI has no right of way on her property and that the anchor wires were installed on her property without her consent and create a safety hazard and liability to her property. The Complainant also requested that UGI provide proof of right-of-way, by legal documents in their possession. Further Reply at 1.<sup>1</sup>

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<sup>1</sup> UGI's Answer did not contain New Matter. In the absence of New Matter contained in the Answer or other filing requiring a Notice to Plead, our Regulations do not authorize the filing of an additional response to an Answer. However, there is no record of the Respondent filing an objection to the filing of the Further Reply and, thus, we will consider it for purposes of this Opinion and Order.

On September 14, 2021, ALJ Barnes convened the evidentiary hearing as scheduled. Ms. Tearpock-Martini appeared *pro se* and sponsored one statement, which was admitted into the record. The Complainant also sponsored ten exhibits, eight of which were admitted into the record. Counsel appeared on behalf of UGI and presented two witnesses who sponsored eight exhibits that were admitted into the record. A transcript of 137 pages was created. On October 29, 2021, the Complainant filed post-hearing Exhibits K-N, that were admitted over the objection of UGI. The record closed on October 29, 2021.

The ALJ's Initial Decision denied the Complaint for failure of the Complainant to satisfy her burden of proof to demonstrate that UGI has violated the Public Utility Code (Code), a Commission Order or Regulation, or a Commission-approved tariff of the Company with regard to the installation of a replacement utility pole in a public right-of-way that is not on her property. As noted, on December 6, 2021, the Complainant filed Exceptions to the Initial Decision and on December 16, 2021, UGI filed its Replies to Exceptions.

## **Discussion**

### **Legal Standards**

As the proponent of a rule or order, the Complainant in this proceeding bears the burden of proof pursuant to Section 332(a) of the Code, 66 Pa. C.S. § 332(a). To establish a sufficient case and satisfy the burden of proof, the Complainant must show that the Respondent is responsible or accountable for the problem described in the Complaint. *Patterson v. The Bell Telephone Company of Pennsylvania*, 72 Pa. P.U.C. 196 (1990). Such a showing must be by a preponderance of the evidence. *Samuel J. Lansberry, Inc. v. Pa. PUC*, 578 A.2d 600 (Pa. Cmwlth. 1990), *alloc. denied*, 529 Pa. 654, 602 A.2d 863 (1992). That is, the Complainant's evidence must be more

convincing, by even the smallest amount, than that presented by the Respondent. *Se-Ling Hosiery, Inc. v. Margulies*, 364 Pa. 45, 70 A.2d 854 (1950). Additionally, this Commission's decision must be supported by substantial evidence in the record. More is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. *Norfolk & Western Ry. Co. v. Pa. PUC*, 489 Pa. 109, 413 A.2d 1037 (1980).

Upon the presentation by a complainant of evidence sufficient to initially satisfy the burden of proof, the burden of going forward with the evidence to rebut the evidence of the customer shifts to the respondent. If the evidence presented by the respondent is of co-equal value or "weight," the burden of proof has not been satisfied. The complainant then has to provide some additional evidence to rebut that of the respondent. *Burleson v. Pa. PUC*, 443 A.2d 1373 (Pa. Cmwlth. 1982), *aff'd*, 501 Pa. 433, 461 A.2d 1234 (1983).

While the burden of going forward with the evidence may shift back and forth during a proceeding, the burden of proof never shifts. The burden of proof always remains on the party seeking affirmative relief from the Commission. *Milkie v. Pa. PUC*, 768 A.2d 1217 (Pa. Cmwlth. 2001) (*Milkie*).

ALJ Barnes made twenty Findings of Fact and reached fifteen Conclusions of Law. I.D. at 2-4, 8-11. The Findings of Fact and Conclusions of Law are incorporated herein by reference and are adopted without comment unless they are either expressly or by necessary implication rejected or modified by this Opinion and Order.

Before addressing the Exceptions, we note that any issue or Exception that we do not specifically address shall be deemed to have been duly considered and denied without further discussion. The Commission is not required to consider expressly or at length each contention or argument raised by the parties. *Consolidated Rail Corp. v.*

*Pa. PUC*, 625 A.2d 741 (Pa. Cmwlth. 1993); also see, generally, *University of Pennsylvania v. Pa. PUC*, 485 A.2d 1217 (Pa. Cmwlth. 1984).

### **ALJ's Initial Decision**

In the Initial Decision the ALJ presented twenty Findings of Fact and fifteen Conclusions of Law. (I.D. at 2 - 4; 8 - 10). As explained in the Initial Decision, the ALJ determined that the Complaint must be denied because the Complainant failed to satisfy her burden to demonstrate that UGI has violated the Code, a Commission order or regulation or a Commission approved tariff of UGI regarding the installation of a replacement pole in a PennDOT right-of-way that is not on her property. I.D. at 8.

Specifically, the ALJ recommended denial of the Complaint because according to the ALJ, although the Complainant succeeded in showing by a preponderance of the evidence that UGI has anchor guy wires on her property without a right-of-way (ROW), she failed to show the 2.5-foot ariel encroachment over the corner of her property is a safety hazard or property liability concern. The ALJ also determined that the Complainant failed to prove she is entitled to the relief that the utility pole be moved across Route 11. The ALJ noted that although the pole itself does not have to be removed, the guy wires should be removed from the Complainant's property. The ALJ determined that the three options UGI has offered the Complainant are reasonable and within the managerial discretion of the utility. I.D. at 6 (citing Fact No. 17; *Milkie, supra*).

The ALJ further opined that the Commission held in an earlier complaint proceeding involving the same parties as follows:

As indicated by the ALJ, UGI has a statutory right to occupy streets, highways and other public ways for the purpose of placing, maintaining and removing aerial, surface and subsurface public utility facilities thereon or therein. 15 Pa. C.S. §1511(e). The ALJ also stated as follows:

UGI's placement of its poles in public ROW is consistent with utility practice in that, historically, electric utilities in Pennsylvania have been permitted to occupy public ROWs free of charge, subject to the government's power to regulate for the benefit of the public. See, e.g., *PECO Energy Company v. Pa. P.U.C.*, 568 Pa. 39, 791 A.2d 1155 (2002); *Delaware River Port Authority v. Pa. P.U.C.*, 393 Pa. 639, 145 A.2d 172 (1958).

Upon review of the record, we concur with the ALJ that the Complainant has not met her burden of proof regarding the unreasonableness of UGI's placement of the pole in the ROW.

I.D. at 6-7 (citing *Francene Tearpock-Martini v. UGI Utilities, Inc.*, F-2008-2022125, Opinion and Order entered June 19, 2009 (internal citations omitted)). Thus, the ALJ concluded that the Commission previously ruled that the same utility pole at issue in the instant case is in a public ROW and not an unreasonable placement of the pole. I.D. at 7.

Considering this precedent, the ALJ found no violation of any Commission Order, Regulation, or statute and decided not to direct the utility to proceed with implementation of one of the three options described by the engineers at the hearing. However, the ALJ agreed with UGI that their preferred option seems a reasonable method to remove the aerial guy wires from the Complainant's airspace. The ALJ, therefore, encouraged the Parties to work together to implement the removal of the wires. According to the ALJ, the utility received permits from the Pennsylvania Department of

Transportation (PennDOT) to construct the utility pole within PennDOT's ROW adjacent to the Complainant's property. The ALJ stated that the Complainant's property pin is not closer to Furnace Street than the utility pole. The pole is not on the Complainant's property, only the ariel guy wires encroach on 2.5 feet of air space on the Complainant's property near the sidewalk. Therefore, the ALJ stated she is not persuaded that this is a safety or liability hazard for the property owner who testified her landscaper was able to blow mulch below the encroachment without incident. The ALJ noted the property pin was buried under a foot of mulch. I.D. at 7.

The ALJ also stated while it is well established that the Commission only has those duties, powers and responsibilities as expressly, or by necessary implication, given to it by the General Assembly and that the Commission must act within, and cannot exceed, its jurisdiction, *City of Pittsburgh v. Pa. PUC*, 43 A.2d 348 (Pa. Super 1945), allegations relating to property rights and the interpretation of a valid ROW agreements are exclusively within the jurisdiction of the Courts of Common Pleas. I.D. at 7 (citing *Fairview Water Co. v. Pa. PUC*, 502 A.2d 162 (Pa. 1985) (the Pennsylvania Supreme Court held that the Commission does not have jurisdiction to determine the scope and validity of an easement); *Lasko v. Windstream Pa., LLC*, Docket No. C-2010-2217869 (Final Order dated April 1, 2011); *Perrigo v. Metro. Edison Co.*, Docket No. C-00004110 (Order entered July 3, 2003); *Fiorillo v. PECO Energy Co.*, Docket No. C-00971088 (Order entered September 15, 1999)).

Furthermore, in emphasizing that there are some matters involving easements beyond the scope and validity of the easement over which the Commission has jurisdiction, the ALJ noted that the facts presented by the Complainant present precisely the type of issues regarding easements that the Commission lacks jurisdiction to consider. I.D. at 8 (citing *W. Penn Power Co. v. Pa. PUC*, 578 A.2d 75 (Pa. Cmwlth. 1990) (affirming the Commission's decision to impose a fine on the utility for the removal of 74 trees from a customer's property)). Thus, according to the ALJ, although UGI has

attempted to obtain an agreed upon easement from the Complainant regarding her property, the Commission does not have jurisdiction to direct an easement be formed. I.D. at 8.

In conclusion, the ALJ noted that the Complainant failed to satisfy her burden to demonstrate that UGI has violated the Code, a Commission Order or Regulation or a Commission-approved tariff of the company with regard to the installation of a replacement pole in a ROW of PennDOT that is not on her property. Further the ALJ opined that UGI has attempted to remedy an inadvertent ariel encroachment of 2.5 feet of guy wires on the corner of the Complainant's property; however, the Complainant has not agreed with such efforts and has ordered UGI's personnel off of her land. Therefore, the ALJ encouraged the Parties to agree to implement one of UGI's proposed options in order to cause removal of the guy wires on the Complainant's airspace, and to resolve this dispute. *Id.*

### **Exceptions, Replies and Disposition**

Exceptions to the ALJ's Initial Decision were filed by the Complainant on December 6, 2021.<sup>2</sup> UGI's Reply to Exceptions were filed on December 16, 2021.

The Complainant's first Exception refers to the ALJ's Finding of Fact (FOF) No. 3 and states that certain of her exhibits were not included within the record of this proceeding. Exc. at 4. Upon review of the record, however, we note, that UGI's objections to the admission of Ms. Tearpock-Martini's post-hearing Exhibits K-1, L-1, M-1, M-2, M-3, N-1, N-2, and N-3 were overruled and the Complainant's post-hearing

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<sup>2</sup> The Complainant's Exceptions identified as "*Items*" relate to the numbered Findings of Fact (FOF) on pages 2, 3 and 4 of the Initial Decision.

exhibits have been admitted into the evidentiary record.<sup>3</sup> Thus, the Complainant's first Exception lacks merit.

The Complainant's second Exception, as to Item 5, claims that UGI's Exhibit R-4 is not accurate or relevant to this proceeding. Exc. at 4. In Reply, UGI explains that Exhibit R-4 is a visual record from PennDOT, formerly PA Department of Highways, and shows the right-of-way, which is an underlying issue in this Complaint. R. Exc. at 2 (citing UGI Exhibit R-4 page 1 of 3). We agree that UGI's Exhibit R-4 shows the existence of the ROW and that the Complainant simply disputes this evidence. Accordingly, we shall deny this Exception.

The Complainant's third and fourth Exceptions, Items 6 and 7 refer to ALJ FOF No. 6 and No. 7 (ALJ I.D. at 3). The Complainant states that she is "unable to read the exhibit's illegible and small print." Further the Complainant asserts that the "Utility pole, over time changed various locations, sizes, and loads, since 1951 to include present 'guy wires' which were non-existent at a prior time in history but now installed outside of ROW onto Complainant's property." Exc. at 4. Regarding the ROW issue, the Complainant states that "[n]o one, not even PennDOT, has permission nor has the authority to give unbridled ROW permission onto others to trespass. UGI Utilities are trespassing on Complainant's property with their guy wires and their employees. PennDOT ROW ends at sidewalk edge." *Id.* at 4-5

As explained in UGI's Reply, Exhibits R-2 through R-8 were submitted to validate and illustrate the sixty-six-foot width of the Highway Route 11 ROW as well as the forty-foot ROW for Furnace Street. UGI proffers that the unreadable portion of the UGI exhibit is from PennDOT's microfiche and was enhanced for the Complainant's

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<sup>3</sup> ALJ Order Admitting Post-Hearing Exhibits into the Evidentiary Record, Dated October 29, 2021.

convenience and to further illustrate the width of the ROW. R. Exc. at 2. We note, however, that the condition and legibility of the exhibits were adequately addressed during the hearing and were admitted into the record without objection. *See* Tr. at 60-63, 125-126.

In response to the Complainant's Item 7, UGI explains that without documentary proof, the Complainant asserts that PennDOT does not have a 66-foot right-of-way on SR Route 11 and that the ROW on Furnace Street is a variable ROW. According to UGI, the Complainant's argument ignores UGI Exhibits R-1 through R-5, which illustrate the width of the relevant public ROWs on SR Route 11 and Furnace Street. Further the Company contends that the Complainant presented no credible documentation of ROW widths to the contrary. R. Exc. at 3.

We have considered the Complainant's Exceptions as to Items 6 and 7 as well as the Replies to those Exceptions and find no error as to the representation of UGI's exhibits or to the formulation of the ALJ's Findings of Fact. Accordingly, we determine that the Complainant's Exceptions as to Items 6 and 7 are denied.

Regarding the Complainant's Exceptions as to Items 8, 9, 10, 11 and 12, Ms. Tearpock-Martini describes, in part, the geography and location of UGI's utility property and refers again to her belief that a Certified Land Survey is a necessity when guy wires are to be utilized for stabilization of the Company's equipment. This group of Exceptions also reintroduces the Complainant's record position that some of UGI's Exhibits are not representative and that the 1991 landscape was indeed different than what is there today. Additionally, in Item 10, the Complainant states that UGI Exhibit R-8 is not of the Complainant's property and is therefore, irrelevant. Items 11 and 12 again present the Complainant's position on the purported need for a Certified Land Survey and the alleged trespass onto her property. Exc. at 5.

In Reply to Item 8, UGI states that the Complainant attempts to describe UGI's electric facilities on Furnace and Church Streets and claims that the facilities can be adjusted to her specification. However, the Respondent argues that its witness Mr. Grodzki testified at length regarding the necessity of the facilities serving the public in the vicinity of the Complainant's residence and explained the appropriate options to reconfigure the facilities in a safe and reliable manner. UGI asserts that this Exception has no factual basis and is simply a further argument by the Complainant that the electric facilities should be located anywhere other than in the vicinity of the Complainant's property. R. Exc. at 3.

In Reply to Item 9, UGI emphasizes that the occurrence of a car accident in 1991 and historical building structures on the Complainant's property is neither relevant nor material to the current configuration of the ROWs for SR Route 11 and Furnace Street. UGI further states that the current configuration and location of the ROW and the location of current utility facilities is all that is relevant to this proceeding, and that the Complainant's continuing references to "Certified Land Surveys" is also neither relevant nor material because Ms. Tearpock-Martini has cited no authority that certified land surveys are required for the establishment of public road ROWs. R. Exc. at 3.

In Reply to Item 10, UGI states that it never asserted that Exhibit R-8 was on the Complainant's property. According to the Company, Exhibit R-8 was only offered to illustrate to the Complainant and for the record that the subject guy wires, which are located on the public right-of-way, can be reconfigured from their present location to a location adjacent to Pole #44024/36238 by the use of a sidewalk anchor guy. Specifically, UGI submits that Exhibit R-8 was offered to help the Complainant understand UGI's Alternative No. 1. R. Exc. at 3.

In its Reply to Item 11, UGI states that certified land surveys from a Certified Land Surveyor are not required for determination of the location of public road

rights-of-way. In addition, UGI notes that UGI Exhibits R-1 through R-5, which illustrate the width of the relevant public ROWs on SR Route 11 and Furnace Street, were prepared from relevant PennDOT and Borough documents. R. Exc. at 4.

In Reply to Item 12, UGI proffers that the record supports a determination that the aerial line conductors attached to Pole #44024/36283 constitute an aerial encroachment across the corner of the Complainant's property. However, the Company asserts that the guy wires anchor located in the Furnace Street public ROW does not encroach on the Complainant's property. The Respondent submits that it has offered three Proposals/Alternatives to resolve this inadvertent aerial encroachment and at the same time remove the guy wire anchor. R. Exc. at 4 (citing I.D., Finding of Fact Nos. 17, 18, and 19). The Company further notes that the Complainant has rejected all three Proposals/Alternatives. *Id.*

Upon review, we find that the Complainant's Exceptions do not address the placement of the guy wires or the aerial encroachment matter presented and do not provide any relevant information or facts at issue in this proceeding. Accordingly, we shall deny the Exceptions as to Items 8 through 12.

Regarding, the Complainant's Exception as to Item 13, Ms. Tearpock-Martini asserts that Respondent Exhibit R-1 is a sketch map and not a Certified Land Survey. Further, the Complainant claims that the ALJ's finding of fact is incorrect in that the guy anchor is not in a public ROW. Exc. at 6 (citing I.D. at 4; FOF No. 13). In Reply, UGI states that this Exception constitutes argument and that certified land surveys are not required for the location of public utility facilities. R. Exc. at 4. Here, the record in this proceeding does not support the Complainant's assertion that a certified land survey is required. Accordingly, we shall deny this Exception.

In Complainant's Exception as to Item 15, Ms. Tearpock-Martini argues that Mr. Bokrosh, a UGI employee, is not a Certified Land Surveyor and that he had no right to trespass on the Complainant's posted property while attempting to take measurements relevant to this proceeding. Exc. at 6. In Reply, UGI asserts that this Exception constitutes argument. UGI further states that the Complainant's surveys cannot reasonably dispute the PennDOT and Borough documents or make them ineffective. R. Exc. at 4.

The Complainant has not recognized the relevance or validity of the documents provided by UGI Exhibits R-1 through R-5 pertaining to the established ROWs. This Exception does not offer any record evidence to the contrary. Moreover, there is a lack of record evidence establishing that Mr. Bokrosh's alleged trespass constituted a violation of the Code or a Commission Regulation or Order. Accordingly, we shall deny this Exception.

The Complainant's Exceptions as to Items 16, 17 and 18 state that UGI employee Bokrosh provided two rather than three options. On review, the ALJ's FOF No. 16 cited to the hearing transcript at page 110, which does not reveal any number of options being provided. However, transcript at pages 123-124, the ALJ stated to the Complainant "you're asking for two options, move the pole across the street or"—as stated by the Complainant, "a bigger or stronger pole." Additionally, in Item 17 the Complainant states that UGI's Option 1 would require a trespass on her property, continue to be a safety hazard, require various municipal approvals and be unreasonable. Further, the Complainant states that this option is unreasonable. Exc. at 6. In Item 18, the Complainant incorporates the reasoning she offered for her Exception to Item 5.

In Reply to Item 16, UGI stated that its employee was never presented as a "Certified Land Surveyor" and that there are three options/alternatives provided by UGI. R. Exc. at 4. UGI's Reply to Item 17 states that this Exception constitutes argument and

should be denied. In Reply to Item 18, UGI states that it relates to an alternative or option which places the electric facilities to the rear of the Complainant's property and thought this option would be less objectionable for the Complainant. R. Exc. at 4, 5.

What is clear from the transcript is that the Complainant would agree only to the replacement of the existing pole with a pole that could support a greater load and thus remove the need for guy wires. Tr. at 124. Since the Complainant and UGI have not come to an agreement on any option, there are no options under consideration in this proceeding. Additionally, we shall deny the Exceptions which reiterate prior arguments pursuant to our disposition of the Complainant's Exception to Item 5. Accordingly, we find the Exceptions to Items 16, 17 and 18 to be without merit and shall deny them.

The Complainant's Exception to Item 19, states that UGI's proposed remediation of the aerial encroachment would interfere with the public walkway and create a safety hazard. Exc. at 6-7. In Reply, UGI argues that the Complainant has not presented any evidence that the aerial encroachment or UGI's recommendation to improve upon the current overhead installation constitutes a safety hazard or would in any way interfere with the public walkway. Further, UGI states that attempts have been made to resolve the aerial encroachment issue with the Complainant, but unfortunately an agreement could not be achieved. R. Exc. at 5.

Upon review, there is no record evidence to support the Complainant's position on this Exception, and therefore, it is denied.

In summary, we find that the Complainant has failed to satisfy her burden to demonstrate that the Company violated the Code, Commission Order or Regulation or Commission-approved tariff. Although it is true that the Commission has no jurisdiction to interpret the meaning of a written right-of-way agreement, a threshold determination must still be made as to the existence of an easement or right-of-way agreement.

*Paul W. Memminger v. PECO Energy Company*, Docket No. C-2020-3015313 (Order entered July 15, 2021) at 9. Here, UGI admits that its facilities are encroaching the aerial property of the Complainant and thus there is no need to interpret the ROW at issue in this proceeding.

Additionally, our ability to examine the location of utility facilities, and to require their relocation where appropriate, is not limited to situations where the location of the facilities presents an imminent risk or danger to the public. Our general jurisdiction over the service provided by public utilities is not restricted to safety issues. Rather, the Commission has broad jurisdiction over the relationship between utilities and the public, including but not limited to the installation, safety, and location of utility facilities. *Barbara Gallagher v. PECO Energy Company*, Docket No. C-2010-2201568 (Order entered September 22, 2011) (*Gallagher*) at 21 (citing *Chester County v. Philadelphia Electric Co.*, 420 Pa. 422, 218 A.2d 331 (1966)). The Commission has held that the relocation of utility facilities at a customer's request falls within the statutory definition of service, and that the Code defines service in its broadest and most inclusive sense. *Gallagher* at 21 (citing *H. Hassan Builder, Inc. v. Philadelphia Electric Co.*, 73 Pa. PUC 219 (Order entered October 3, 1990)).

Given our broad jurisdiction over utilities, the question is whether the Complainant has met her burden of proving that she is entitled to a Commission Order requiring UGI to remove the existing aerial encroachment from her property, and to install new facilities to her satisfaction. In our opinion, the Complainant has not demonstrated that she is entitled to the relief requested.

The evidentiary record is clear that UGI has reasonably offered remedial options and attempted to remedy the inadvertent aerial encroachment of 2.5 feet of guy wires on the corner of the Complainant's property. However, Ms. Tearpock-Martini has rebuffed such efforts and ordered UGI's personnel off of her land. Although we

encourage the Parties to agree to implement one of UGI's proposed options in order to cause removal of the guy wires in the Complainant's airspace, we decline to determine that the Company committed a service violation under the circumstances of this proceeding.

### **Conclusion**

In conclusion, we find that the Complainant has failed to satisfy her burden to demonstrate that UGI has violated the Public Utility Code, a Commission Order or Regulation or a Commission-approved tariff of the company regarding the relocation of the guy wires on her property.


Based on the foregoing discussion, we deny the Exceptions of Ms. Tearpock-Martini and adopt the ALJ's Initial Decision; **THEREFORE,**

### **IT IS ORDERED:**

1. That the Exceptions of Francene Tearpock-Martini to the Initial Decision of Administrative Law Judge Elizabeth H. Barnes, filed on December 6, 2021, are denied.
2. That the Initial Decision of Administrative Law Judge Elizabeth H. Barnes, issued November 6, 2021, is adopted.

3. That the Formal Complaint filed by Francene Tearpock-Martini against UGI Utilities, Inc. - Electric Division is denied.

**BY THE COMMISSION**

A handwritten signature in black ink, appearing to read "Rosemary Chiavetta". The signature is written in a cursive style with a large initial "R".

Rosemary Chiavetta  
Secretary

(SEAL)

ORDER ADOPTED: March 10, 2022

ORDER ENTERED: March 10, 2022