

COMMONWEALTH OF PENNSYLVANIA
(Public Utility Commission)

-----*
FRANCENE TEARPOCK-MARTINI, :
Complainant, : Case Nos.:
vs. : C-2023-3038237/
FRONTIER COMMUNICATIONS OF : C-2023-3038243
PENNSYLVANIA LLC, :
Respondent. :
-----*

Pages 1 through 100 TELEPHONIC HEARING
Judge's Chambers
Commonwealth Keystone Bldg.
400 North Street
Harrisburg, PA 17120

Tuesday, July 11, 2023
Met, pursuant to notice, at 10:19 a.m.

BEFORE: THE HONORABLE CHAD ALLENSWORTH
Administrative Law Judge

INDEX TO EXHIBITS
Docket Nos.: C-2023-3038237/C-2023-3038243
Hearing Date: July 11, 2023

EXHIBITS INDEX

EXHIBIT: FOR IDENTIFICATION IN EVIDENCE

COMPLAINANT:

NUMBER:

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C-2023-3038237- Francene Tearpock-Martini v. Frontier Communications PA, LLC

(A) EXHIBITS:

1. Tearpock-Martini Deed of Confirmation, Luzerne County deed Book - Indenture March 6th, 2017.
2. Survey Map - Subdivision
3. Photograph - Magnolia Tree
4. Photograph - Magnolia Tree - 2023
5. Photograph - (a) Pruning by Arborist Dincher
- (b) Pruning by Arborist Dincher
6. Photograph - 3 Pole view - South Main/Furnace Street
7. Photograph - Overview of Complainant's Property
- Corner Furnace & South Main Streets

Complainant's Exhibit #1

DEED OF CONFIRMATION

THIS INDENTURE MADE this 6th day of March in the year Two Thousand and Seventeen (2017).

BETWEEN FRANCENE TEARPOCK-MARTINI, unmarried, of the Borough of Shickshinny, County of Luzerne and Commonwealth of Pennsylvania, hereinafter called,

GRANTOR

AND

FRANCENE TEARPOCK-MARTINI, unmarried, of the Borough of Shickshinny, County of Luzerne and Commonwealth of Pennsylvania, hereinafter called,

GRANTEE

WITNESSETH, That the said Grantor for and in consideration of the sum of One Dollar (\$1.00) lawful money of the United States of America, unto her well and truly paid by the said Grantee at and before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, aliened, enfeoffed, released and confirmed, and by these presents does grant, bargain and sell, alien, enfeoff, release and confirm unto the said Grantee, her successors and assigns, all those certain pieces or parcels of land situate in the Borough of Shickshinny, County of Luzerne and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

FIRST THEREOF (LOT 1)

BEGINNING at a point, said point being located at the intersection of the southwesterly right-of-way line of Furnace Street and the westerly right-of-way line of State Route 1100 (also known as South Main Street);

THENCE along the westerly sideline of South Main Street, South 1 degree 29 minutes 40 seconds West, 51.14 feet to a corner at the intersection of the westerly sideline of South Main Street and the northerly right-of-way line of State Route 4004 (also known as Butler Street);

THENCE along the northerly sideline of Butler Street, North 73 degrees 20 minutes 00 seconds West, 97.00 feet to a Drill Hole in concrete found at the southeast corner of lands now or formerly of Vincent and Colleen Noble;

THENCE along lands now or formerly of Noble the following four courses and distances:

1) North 17 degrees 10 minutes 30 seconds East, 89.01 feet to an Iron Pin/Cap set;

- 2) North 72 degrees 52 minutes 55 seconds West, 15.56 feet to an Iron Pin/Cap set;
- 3) South 17 degrees 35 minutes 10 seconds West, 16.00 feet to a Drill Hole set in concrete;
- 4) North 73 degrees 20 minutes 00 seconds West, 24.32 feet to an Iron Pin/Cap set on line of lands now or formerly of Leona M. Sherrick;

THENCE along lands now or formerly of Sherrick, North 17 degrees 10 minutes 30 seconds East, 69.77 feet to a Drill Hole set in a concrete wall on the southwesterly right-of-way line of Furnace Street;

THENCE along the southwesterly line of Furnace Street, South 35 degrees 55 minutes 55 seconds East, 154.01 feet to the point of **BEGINNING**.

CONTAINING 9,007.96 square feet.

THE ABOVE DESCRIBED LOT is a combination of the following two parcels:

1) Deed of Francene Tearpock-Martini, et vir., to Francene Tearpock-Martini, dated September 14, 1987, and recorded in Deed Book 2247, at Page 224;

2) Deed of Homecomings Financial Network, Inc. to Francene Tearpock-Martini, dated September 20, 2004, and recorded in Record Book 3004, at Page 2394 71.

ALSO BEING the combined Lot shown on the Francene Tearpock-Martini Subdivision as surveyed by Randy L. Howard, P.L.S., dated February 14, 2005 and recorded in Map Book 175, at Page 59, and on the revised plat of the same recorded in Map Book 176, at Page 20.

TOGETHER WITH all of the rights and privileges as more fully set forth and described in a certain "Deed of Easement" from Leona M. Sherrick to Francene Tearpock-Martini, the Grantor and Grantee herein, dated the 9th day of May, 2005, and recorded in the Office of the Recorder of Deeds in and for Luzerne County, Pennsylvania, in Record Book 3005, at Page 118915.

UNDER AND SUBJECT to the following restrictive covenants, which shall be deemed to be covenants running with the land:

1. No subdivision of the herein described premises shall be hereafter undertaken.
2. No trees or other plantings made by Francene Tearpock-Martini upon the premises shall be cut down, removed, or otherwise destroyed or taken from the herein described premises.

UNDER AND SUBJECT, ALSO, to any and all exceptions, reservations, restrictions, conditions, covenants, licenses, easements and/or agreements as are or may be contained in prior instruments forming the chain or line of title to the premises herein conveyed and/or as may be ascertained from a visible inspection of the premises herein conveyed.

The Property Identification Number/Parcel Identifier Number (“PIN”) of the premises herein conveyed is: L4SE1 B025 L001 and L005 (now combined).

Said allotment BEING the premises conveyed to the grantor herein by deed dated May 19, 2005 and duly recorded in and to the Office of the Recorder of Deeds of Luzerne County at Deed Book 3005, page 182622, et seq.

SECOND THEREOF (LOT 2)

BEGINNING at the southeasterly corner of lands of now or formerly of Harold Beach, in the westerly line of Main Street; thence along the line of lands of now or formerly of H. Beach, north 73 degrees 03 minutes 00 seconds West 8.60 feet; thence along the same, North 54 degrees 56 minutes 00 seconds West 104.76 feet to an iron pin corner; thence along the line of lands now or formerly of B. Caverly, South 35 degrees 35 minutes 00 seconds West 34.03 feet to an iron pin corner; thence along the northerly side of Furnance Street, South 38 degrees 01 minutes 40 seconds East 184.42 feet; thence along the westerly side of Main Street, North 00 degrees 05 minutes 00 seconds East 110.25 feet to the place of beginning.

CONTAINING 8,055 square feet of land.

The Property Identification Number/Parcel Identifier Number (“PIN”) of the premises herein conveyed is: L4SE1 B26 L6 001.

Said allotment BEING the premises conveyed to the grantor herein by deed dated May 25, 2005 and duly recorded in and to the Office of the Recorder of Deeds of Luzerne County at Deed Book 3005, page 182618, et seq.

UNDER AND SUBJECT, to any and all matters of record, provided that such matters remain operative and valid in connection with the herein described Lot 1 and Lot 2. Lot 1 and Lot 2 described herein is collectively called the, “Property”.

Together with all and singular the buildings, improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted Property belonging, or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of the said Grantor), as well at law as in equity, of, in and to the same.

This is a Deed of Confirmation from Grantor to herself as Grantee made pursuant to the Adjudication and Decree of Court entered on January 31, 2014 in the civil action docketed to

Luzerne County docket number 2009 – 17205 and captioned as, “Francene Tearpock-Martini, Plaintiff v. Vincent Noble and Colleen Noble, Defendants,” regarding the creation and imposition of an easement by prescription (hereinafter referred to as the, “Easement”) whereby the Property is the dominant tenement. A copy of the Adjudication and Decree of Court is attached hereto, made a part hereof and marked as Exhibit “A”. No consideration has been transferred between the Grantor and the Grantee herein.

The Property Identification Number/Parcel Identifier Number (“PIN”) of the premises burdened by the easement described above is: L4SE1 B25 L4, being the same premises conveyed to Vincent Noble and Coleen Noble, his wife, now or formerly of 30 Conyngham Street, Shickshinny, Pennsylvania, by deed dated May 31, 2000 and duly recorded in and to the Office of the Recorder of Deeds of Luzerne County at Deed Book 2723, page 0001, et seq.

To have and to hold the said Property above described, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, her heirs, personal representatives, successors and assigns, to and for the only proper use and benefit of the said Grantee, her heirs, personal representatives, successors and assigns, forever.

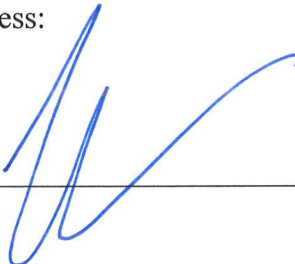
SUBJECT AS AFORESAID.

AND the said Grantor does covenant, promise and agree, to and with the said Grantee, her successors and assigns, by these presents, that she, the said Grantor and her successors and assigns, all and singular the Property herein above described and granted, or mentioned and intended so to be, with the Appurtenances, unto the said Grantee, her successors and assigns, against her, the said Grantor and her successors and assigns and against all and every person and persons whomsoever lawfully claiming or to claim the same or any part thereof, by from or under her or any of them, shall and will, Subject as aforesaid, WARRANT and forever DEFEND.

IN WITNESS WHEREOF, said Grantor has hereunto set her hand and seal the day and year first above written.

Signed, Sealed and Delivered
in the presence of

Witness:



Grantor/Grantee

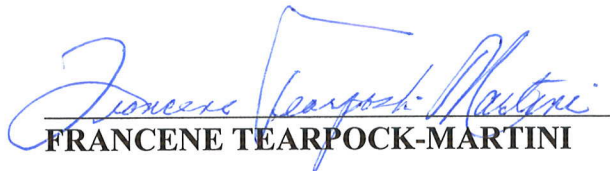

_____ **FRANCENE TEARPOCK-MARTINI**

EXHIBIT “A”



Filing ID: 1842535
2009-17205-0053 Other

Luzerne County Civil Records
1/31/2014 3:24:03 PM

IN

OF LUZERNE COUNTY

FRANCENE TEARPOCK-MARTINI,

Plaintiff

vs.

VINCENT NOBLE and COLLEEN NOBLE,

Defendants

NO. 17205 OF 2009

CIVIL ACTION

2014 JAN 31 PM 2:40

FILED
PROthonotary
LUZERNE COUNTY



ADJUDICATION

On July 6, 2012, Plaintiff, Francene Tearpock-Martini ("Tearpock-Martini" or "Plaintiff") filed an Amended Complaint whereby Defendants, Vincent Noble and Colleen Noble, (collectively "The Nobles" or "Defendants") would be ordered to remove a certain fence which separates their properties and prevents Plaintiff's vehicular access to her property. Plaintiff's Complaint is premised on the contention that Plaintiff has established ownership of a prescriptive easement which entitles her to rights of ingress and egress over the Nobles' portion of a seventeen-foot wide driveway, portions of which are located on their respective properties. Plaintiff also seeks a court order directing that the Defendants be permanently enjoined from further interference or obstruction of Plaintiff's exercise of her easement over the Defendants' portion of the subject driveway. Defendants filed an Answer wherein they admit to having constructed the subject fence as aforesated but assert that any use of the Defendants' property by Plaintiff was granted to her on a limited and momentary basis or that Plaintiff trespassed on Defendants' property without their knowledge or consent. The Defendants further acknowledge in their Answer that they did occasionally grant permission to Plaintiff to

use the driveway for brief periods of time, but that Plaintiff abused that privilege, leading Defendants to have erected the fence in question. After a non-jury trial conducted on November 25, 2013, and upon consideration of this matter, we enter the following Adjudication and Decree pursuant to Pa.R.C.P. No. 1038.

ISSUE

The issue in this action is: Whether Plaintiff is the owner of a prescriptive easement over Defendants' portion of the subject driveway located on their properties so as to enable vehicular access to Plaintiff's property and to accommodate deliveries of coal and large bags of salt and other maintenance items?

FINDINGS OF FACT

1. Tearpock-Martini is the owner of real property improved with a single-family home and Carriage House/garage with an address of 56 South Main Street, Shickshinny, Luzerne County, Pennsylvania 18655, more particularly described in a deed dated May 19, 2005, and recorded to Luzerne County Deed Book 3005, Page 182622, et seq., as well as a deed dated May 25, 2005, and recorded to Luzerne County Deed Book 3005, Page 182618, et seq. (collectively the "Martini Property").
2. Tearpock-Martini has owned the Martini Property, upon which the House and Garage are situated, since November 18, 1977.
3. Tearpock-Martini and her former spouse, David Martini, acquired the Martini property by way of a Deed dated November 18, 1977, and recorded to Luzerne County Deed Book 1944, Page 873, et seq.
4. Pursuant to a stipulation filed to an action in divorce filed with the Prothonotary of Luzerne County to Luzerne County Docket Number 1331-C of 1982,

David Martini conveyed his interest in the Martini Property to Tearpock-Martini by way of a Deed dated September 14, 1987, and recorded to Luzerne County Deed Book 2247, Page 224, et seq.

5. Vincent Noble and Colleen Noble, husband and wife, (The Nobles) currently reside at 8 West Butler Street, Shickshinny, Luzerne County, Pennsylvania 18655.

6. The Nobles acquired ownership of their aforesaid property located at 8 West Butler Street by Deed dated May 31, 2000, and recorded to Luzerne County Deed Book 2723, Page 0001, et seq., on June 5, 2000. ("The Noble property").

7. The Noble property was previously owned by Betty Jane Wojcik, Marie Uram and Joanne Scott, by way of a deed dated April 6, 1999, and recorded to Luzerne County Deed Book 2673, Page 1023, et seq., on April 7, 1999.

8. The Martini Property and the Noble Property are immediately adjacent to and contiguous with each other on the southwest side of the Martini Property as depicted in a survey map obtained by Tearpock-Martini and dated February 14, 2005.

9. Vehicular access to and from the Martini property is over a concrete paved driveway located partly on the Martini Property and partly on the Noble Property and shared by the Noble Property and the Martini Property being 17-feet wide (10 feet 6 inches on the Noble Property and 6 feet 6 inches on the Martini Property) and extending from the foundation of the Noble home to the foundation of the Martini home as depicted and described on a survey plat prepared by Randy Howard, P.L.S., dated February 14, 2005.

10. The portion of shared driveway located on the Martini Property is not sufficiently wide for someone to enter and exit on the Martini driveway without entering

a narrow paved portion of the Noble property immediately adjacent and contiguous to the Martini property.

11. Plaintiff has had vehicular access over the aforesaid 17-foot wide driveway area located on the Tearpock-Martini and Noble properties continuously for a period of time running from November 18, 1977, to the present time, except when the Nobles erected a fence obstructing the aforesaid access sometime in calendar year 2009.

12. The Nobles' predecessors in title at no time granted permission to the Plaintiff or her former husband to use the subject easement area.

13. Defendants, sometime during calendar year 2009, impeded Plaintiff's access as aforestated by way of constructing a makeshift picket fence along the property line separating the Tearpock-Martini and Noble properties and later dismantled and replaced it with a crude rebar and wire fence in the driveway along the property line separating the subject properties.

14. The construction of the rebar fence has prevented Tearpock-Martini and her guests or invitees from more easily having coal, large bags of salt, and/or other maintenance items delivered to the Martini property.

15. The construction of the rebar fence has prevented Tearpock-Martini and her guests and invitees from utilizing the driveway to enter and exit the Martini Property.

16. Use of the driveway by Tearpock-Martini, and her guests and invitees, was adverse, open, continuous, notorious, and uninterrupted for a period of time in excess of twenty-one (21) years prior to Defendants' acquisition of their property and prior to Defendants' construction of the picket fence.

DISCUSSION

It is well settled that in order to acquire an easement by prescription, the exercise of possession must be adverse, open, notorious, continuous, and uninterrupted for a period of at least 21 years and that proof of such exercise must be clear and positive. *See Keefer v. Jones*, 467 Pa. 544, 547, 359 A.2d 735, 736-37 (1976); *Lewkowicz v. Blumish*, 442 Pa. 369, 371, 275 A.2d 69, 70 (1971); *see also Waltmyer v. Smith*, 383 Pa. Super. 291, 556 A.2d 912 (1989). Also, it is equally well settled that the principle of easement by prescription is derived from the concept of adverse possession. Our Supreme Court has held that one who claims title by adverse possession must prove that he had actual, continuous, exclusive, visible, notorious, distinct and hostile possession of the land in question for 21 years. *Conneaut Lake Park, Inc. v. Klingensmith*, 362 Pa. 592, 66 A.2d 828 (1949).

We must now examine whether the Plaintiff, in the instant case, has established the necessary elements to support her claim of an easement by prescription. It is important to focus on the timeframe commencing with Tearpock-Martini's ownership and use of her property beginning on November 18, 1977, and prior to Nobles' acquisition of their property on May 31, 2000, well before Nobles' placement of a picket fence along the property line in 2009.

Tearpock-Martini's unrefuted testimony establishes that during the aforementioned years, from late in calendar year 1977 through the beginning of calendar year 2000, she had used significant portions of the driveway in question to accommodate delivery of coal, salt bags, and other maintenance items to her property. This usage was adverse, open, and notorious as against Nobles' predecessors in title

(Wojcik) and was continuous and uninterrupted for a period well in excess of twenty-one (21) years, all of which pre-dated Nobles' acquisition of their property in calendar year 2000. The record is devoid of any evidence that the Tearpock-Martini's use of the Wojcik portion of the driveway was permissive. The record is undisputed that the property line establishes the Tearpock-Martini portion of the driveway being six feet six inches in width and the Nobles' (Wojcik) side being ten feet six inches in width. It is patently clear that the coal trucks in question which delivered substantial amounts of coal used by Tearpock-Martini to heat her sizable home were significantly wider than six feet six inches and that accessing three (3) separate coal shoots on her property would have required passing over the easement area and utilizing same to complete coal deliveries.

Accordingly, we can conclude that the necessary elements that the adverse use be open and notorious have been readily established by the Plaintiff. When no special relationship exists between the parties, a sufficiently notorious use will be presumed to be enough to alert the owner of the land to an adverse claim. *See Waltmyer, supra*. In the case at bar, there has been shared use of the alleged easement area during the prescriptive period, with Tearpock-Martini and her predecessors in title claiming a right to vehicular access over a portion of the Nobles' driveway such that both the user and owner have had material access over each other's areas of their respective properties.

The fact that the usage by Tearpock-Martini was interrupted with the Nobles' erection of a fence in calendar year 2009 has done nothing to diminish her adverse rights acquired previous to the Nobles' acquisition of their property. The twenty-one (21) year requisite period of adverse use had already been met and the Nobles' attempt

to thwart Tearpock-Martini's use by erecting a fence did not serve to destroy the prescriptive rights which the Tearpock-Martini had previously acquired.

CONCLUSIONS OF LAW

1. Plaintiff has established, clearly and positively, the essential elements to acquire an easement by prescription over the driveway portion of the Noble property.
2. Defendants have failed to establish an interruption in the adverse use during the prescriptive period.



Filing ID: 1842489
2009-17205-0052 Order with Rule 236

Luzerne County Civil Records
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1-31-14
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OF LUZERNE COUNTY

FRANCENE TEARPOCK-MARTINI,

Plaintiffs

vs.

VINCENT NOBLE and COLLEEN NOBLE,

Defendants

NO. 17205 OF 2009

CIVIL ACTION

FILED
PROthonARY
LUZERNE COUNTY
2014 JAN 31 PM 2:41

DECREE

AND NOW, this 31st day of January, 2014, following trial in this matter, and based upon a careful and thorough review and analysis of the record, it is hereby ORDERED, ADJUDGED, and DECREED as follows:


1. That Defendants, Vincent Noble and Colleen Noble, shall remove the rebar fence which they have erected along the property line located within the 17- foot driveway area shared with Plaintiff, Francene Tearpock-Martini, located along the southwesterly boundary line of Plaintiff's property with a current address of 56 South Main Street, Shickshinny, Luzerne County, Pennsylvania, 18655.
2. That neither Defendants, Vincent Noble and Colleen Noble, nor their heirs, successors or assigns, shall block the subject right-of-way and said right-of-way shall be kept open subject to the reasonable needs of the adjoining property owners in addressing service to their properties.
3. That neither Plaintiff nor Defendants and their successors, heirs and assigns, respectively, shall erect any fence or other obstruction in the shared driveway preventing its full use by both Plaintiff and Defendants. Plaintiff and Defendants

shall cooperate in the use, upkeep, and maintenance of the shared driveway and shall share the cost thereof equally.

4. The Court shall retain jurisdiction in this matter in order to ascertain compliance herewith.

5. The Prothonotary is directed to notify the attorneys of record and each party, if unrepresented, of the filing of this Adjudication and Decree pursuant to Pa.R.C.P. No. 236.

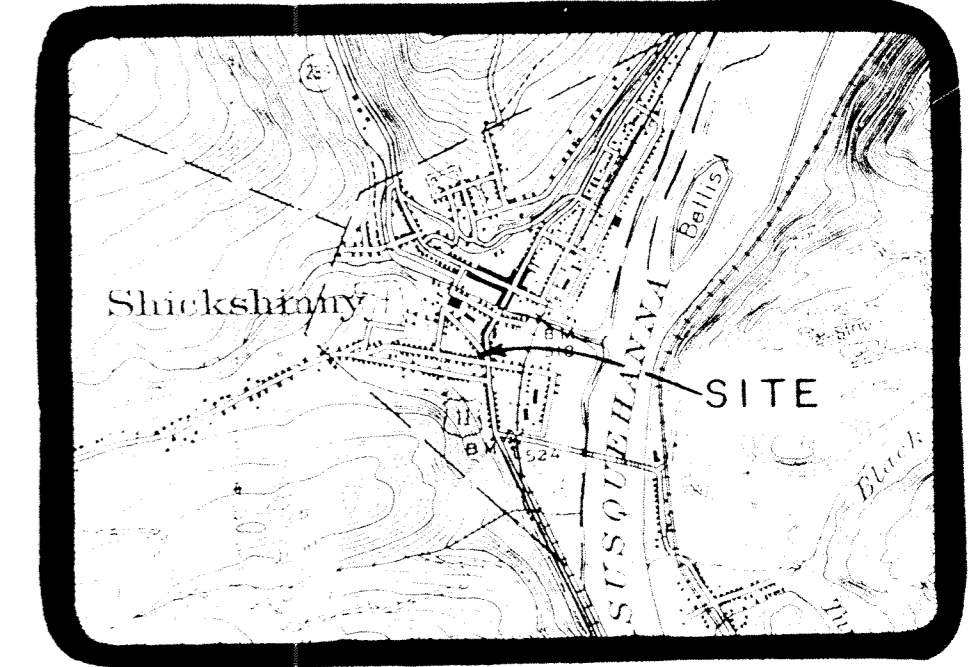
By the Court:


P. J.

Attorney for Plaintiff:
Francis J. Hoegen, Esquire
Hoegen & Associates, P.C.
152 South Franklin Street
Wilkes-Barre, PA 18703-0346

Vincent & Colleen Noble, Pro Se
8 West Butler Street
Shickshinny, PA 18655

Complainant's Exhibit #2



LOCATION MAP
Scale: 1" = 2,000'

OWNER / DEVELOPER

Francene Tearpock-Martini
56 South Main Street
Shickshinny, Pa. 18655

SOURCE of TITLE: Deed Book 2247, Page 224
Record Book 3004, Page 239.471

Affidavit of Ownership

I am the owner of these properties.
To the best of my knowledge, there are no suits pending.
The subdivision shown hereon, is made with my approval.

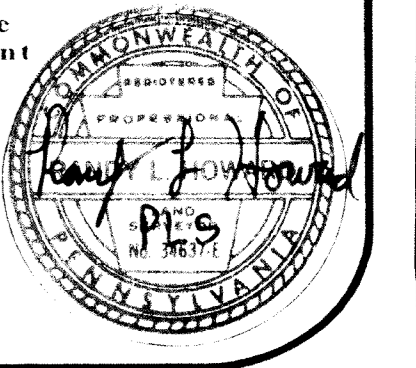
Francene Tearpock-Martini 04/08/05
Francene Tearpock-Martini

Notary Certification

Sworn and Subscribed Before Me This 8th Day of
April 2005 *Randy L. Howard*
Notary Public

SURVEYORS CERTIFICATION

This plat represents a survey made by me.
All monuments indicated thereon are existing.
All applicable requirements of the Luzerne County Subdivision and Land Development Ordinance have been complied with, to the best of my knowledge.



Randy L. Howard P.L.S. #34637-E
75 Sutton Road Dallas, Pa. 18612

ORCHARD (Fmly GARRISON ALLEY) STREET

FURNACE STREET

SOUTH STREET

SOUTH STREET (S.R.0011)

MAIN STREET

STREET

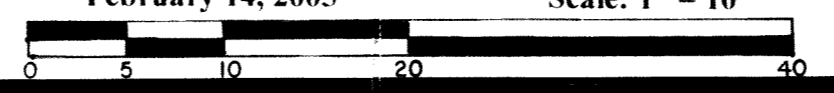
BUTLER STREET (S.R. 4004)

STREET

Revised
MINOR SUBDIVISION / FINAL PLAN
Showing
THE FRANCENE TEARPOCK - MARTINI SUBDIVISION

Shickshinny Borough - Luzerne County - Pennsylvania

Surveyed by Randy L. Howard P.L.S.
February 14, 2005 Scale: 1" = 10'



Note 4 and 6 Revised 3/23/05. Note 7 Added

RECORDERS OFFICE LUZERNE COUNTY, PA	
INVOICE # 399506	CAS
0401-RECEIPT	
--- CHARGES ---	
MAP	\$21.00
Instrument Number: 001004	
Recorded: Apr 11 2005 2:48:55 PM	
Book Page: 4471511	
Total Pages: 1	
--- PAYMENTS ---	
CHECK 4089	\$21.00
TOTAL PAYMENTS	\$21.00
AMOUNT DUE	\$21.00
PAYMENT ON INVOICE	\$21.00
BALANCE DUE	\$0.00
Customer: FRANCENE TEARPOCK-MARTINI & ASSOC. INC.	
THANK YOU MARY K. BYSLESKI	
RECORDER OF DEEDS	
COUNTY # 40	
04/11/2005 2:48:55 PM	

SITE DATA

P.L.N. - L-4/SE-1/025/001 & 005
TOTAL TRACT AREA - 9,000.00 Sq. Ft.
NUMBER OF LOTS - Two into One
ZONING DISTRICT - R-1 & R-2
BUILDING SETBACKS - R-1
Front = 30'
Rear = 35'
Side = 12' (combined 25')
Minimum Lot Area = 7,200 Sq. Ft.
Minimum Frontage = 60'

R-2
Front = 25'
Rear = 30'
Side = 8' (combined 16')
Minimum Lot Area = 6,000 Sq. Ft.
Minimum Frontage = 60'

SOIL TYPE - M

NOTES

- 1) No part of these lots lie within the 100 Year Flood Plain as per F.I.R.M.
- 2) A Driveway Access Permit issued by the Department of Transportation may be required pursuant to Section 420 of the "State Highway Law" before vehicular ingress and egress to a State Road is allowed.
- 3) A Driveway Access Permit may be required before vehicular ingress and egress to a Borough Street is allowed.
- 4) A Private well and Public sewage disposal system are existing on these lots.
- 5) The purpose of this subdivision is to combine the two lots now owned by Francene Tearpock - Martini into one contiguous lot.
- 6) The Lot combination was done to restore the original George W. Search Homestead Lot to it's historic size at the time of it's creation in 1861. The proposed use of the land will be to create an arboretum.
- 7) As per developers Deed Restrictions, no further subdivision of the Lot shown hereon can take place.

LUZERNE COUNTY APPROVAL

APPROVED BY THE LUZERNE COUNTY ZONING COMMISSION
DATE: _____
COMMISSIONER

C-2023-3038237- Francene Tearpock-Martini v. Frontier Communications PA, LLC

Exhibit A

3. Photograph - Magnolia Tree

Complainant's Exhibit #3

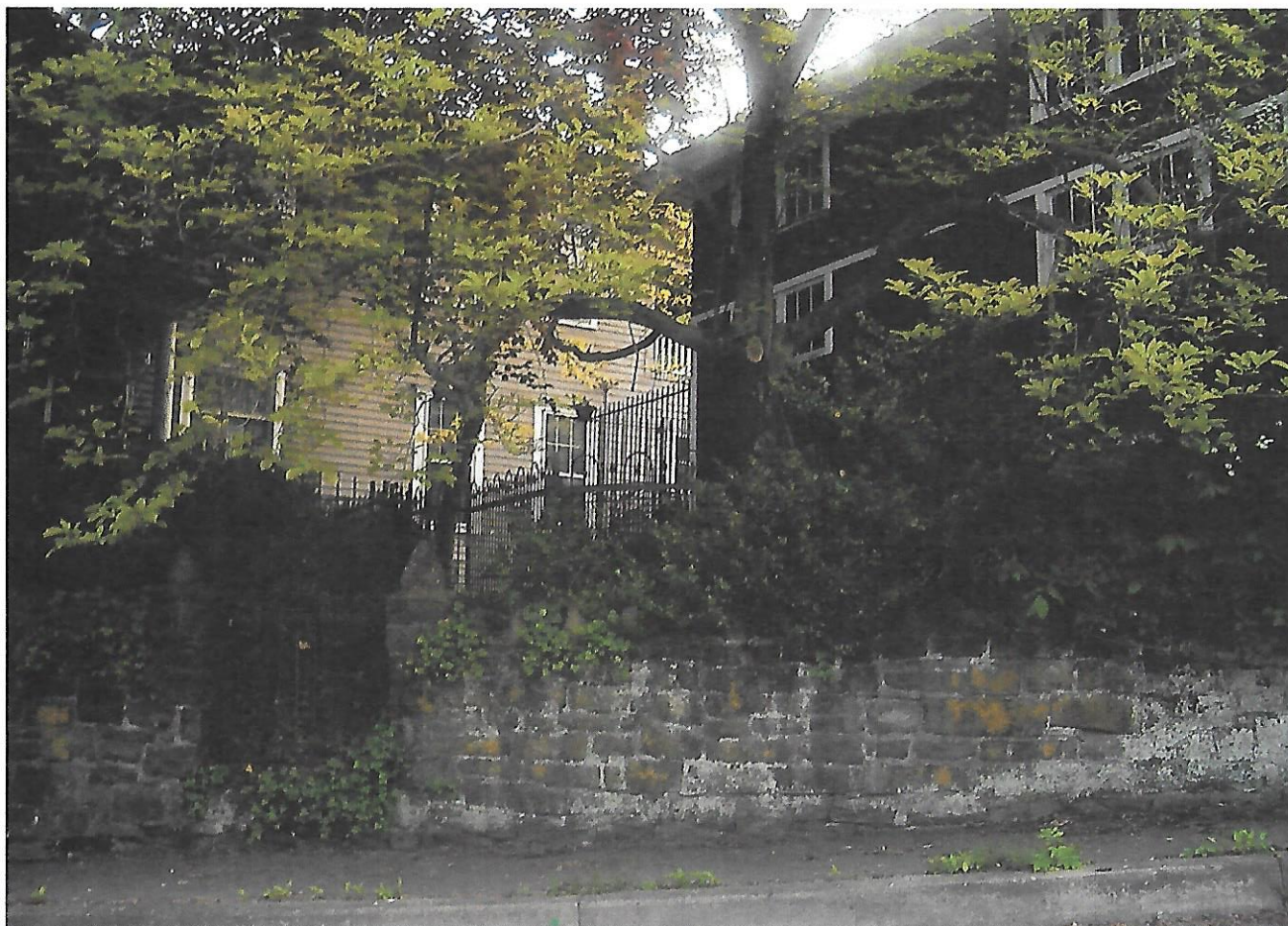


C-2023-3038237- Francene Tearpock-Martini v. Frontier Communications PA, LLC

Exhibit A

4. Photograph - Magnolia Tree - 2023

Complainant's Exhibit #4



C-2023-3038237- Francene Tearpock-Martini v. Frontier Communications PA, LLC

Exhibit A

5. (a) Photograph - Pruning by Arborist Dincher

Complainant's Exhibit #5a



C-2023-3038237- Francene Tearpock-Martini v. Frontier Communications PA, LLC

Exhibit A

5. (b) Photograph - Pruning by Arborist Dincher

Complainant's Exhibit #5b



C-2023-3038237- Francene Tearpock-Martini v. Frontier Communications PA, LLC

Exhibit A

6. Photograph - 3 Pole view - South Main/Furnace Streets

Complainant's Exhibit #6



C-2023-3038237- Francene Tearpock-Martini v. Frontier Communications PA, LLC

Exhibit A

7. Photograph - Overview of Complainant's Property
 - Corner Furnace & South Main Streets

Complainant's Exhibit #7



UGI ELECTRIC EXHIBIT NO. 1

GENERAL AGREEMENT
JOINT USE OF POLES

This AGREEMENT made this 20th. day of September A.D. 19 66 between the COMMONWEALTH TELEPHONE COMPANY, a corporation created under the laws of the Commonwealth of Pennsylvania, having its principal office on Lake Street in the Borough of Dallas, Commonwealth of Pennsylvania, hereinafter called Telephone Company, party of the first part; and HARVEYS LAKE LIGHT COMPANY, a corporation created under the laws of the Commonwealth of Pennsylvania, having its principal office on Church Street in the Borough of Dallas, Commonwealth of Pennsylvania, hereinafter called Power Company, party of the second part.

W I T N E S S E T H:

WHEREAS, the TELEPHONE COMPANY and the POWER COMPANY desires to cooperate and establish joint use of their respective poles when and where joint use shall be of mutual advantage; and

WHEREAS, the conditions determining the necessity or desirability of joint use depend upon the service requirements to be met by both parties, including considerations of safety and economy, and each of them should be the judge of what the character of its circuits should be to meet its service requirements and as to whether or not these service requirements can be properly met by the joint use of poles.

TERMS AND CONDITIONS

1. **CONSIDERATION** In consideration of the right to attach and maintain at its sole expense, attachments on the poles of the Licensor, the Licensee promises and agrees to pay the initial payment, if any, shown on Exhibit A attached hereto and made a part hereof, within 30 days of its receipt of the Licensor's bill therefore; and likewise promises and agrees to pay the Licensor annually upon the 31st day of December the yearly rental(s) specified on all additional Application Permits submitted by the Licensee and approved by the Licensor.

The rentals shall begin at a base figure of \$2.50 per pole annually commencing with the year 1967 and increase at the rate of \$.50 per pole yearly until a maximum figure of \$3.50 per pole is attained in the year 1969. This figure will remain stable and in effect until such time when the agreement is mutually cancelled by both parties. ✓

Yearly payments shall be made on December 31st of each year in which the Application-Permit is exercised; rental charges being based upon the Licensee's occupation of the Licensor's pole as of October 31st in said calendar year.

All payments for rental under this Agreement shall be based upon a minimum period of one year.

2. **SPECIFICATIONS** Attachments shall be all times conform to the requirements of the National Electrical Safety Code, Sixth Edition, and subsequent revisions thereof, except where the lawful requirements of public authorities may be more stringent, in which case the latter will govern.

3. **LICENSEE'S RIGHT TO TERMINATE.** This Agreement may be terminated by the Licensee upon thirty day's notice to the Licensor. All obligations of the Licensee, hereunder, shall continue until its attachments are completely removed.

4. **TERMINATION OF AGREEMENT.** This Agreement shall continue in force for a term of thirty (30) years and thereafter until terminated by the Licensor at any time upon one (1) year's notice in writing to the Licensee. Upon such termination, this Agreement and all Application-Permits then effective shall continue in force during the remaining life of the poles then covered by such Application-Permits, but

5. LICENSOR'S RIGHT TO ABANDON. The Licensor may abandon any said pole at any time upon written notice to the Licensee. The Licensee shall, within sixty (60) days after such notice, either purchase the pole from the Licensor or remove its attachments therefrom, and the failure of the Licensee to remove its attachments within said sixty days shall be deemed an election to purchase the pole at a price equal to its then value in place.
6. DEFAULT. If the Licensee shall make default in any of its obligations under this contract, and such default continues for thirty days after written notice thereof from the Licensor, all rights of the Licensee hereunder, including its right to occupy said poles, shall be suspended until such default has been remedied.
7. ASSIGNMENT. Licensee shall not assign, transfer or sub-let any of the privileges described in this Agreement without the written consent of the Licensor.
8. LICENSOR'S RESPONSIBILITY. The Licensor shall not be liable to the Licensee for any interruption to, nor interference with the operations of the wires of the Licensee on said poles caused by the operations of the Licensor; nor shall the Licensor be responsible for any loss or damage caused by objection to the stringing of said wires, by any corporation or person owning property on which, or abutting upon which, said pole line or fixtures thereon, or any part thereof, is located, or because of interference with said pole line, wires or fixtures thereon by any third person, or because of the objections or interference of any public authorities. It is expressly agreed that the Licensor is not obligated to secure or guarantee any right-of-way or franchise for the Licensee, and no use, however extended, of the Licensors' poles under this Agreement shall be taken as creating or vesting in the Licensee any right, title or interest to said poles, or any right, title and interest in any franchise right or easement which the Licensor may possess.
9. RIGHT OF WAY. In securing right of way for new lines, line extensions, or relocations, each of the parties hereto shall anticipate probable joint use of the poles to be erected and will cooperate as far as may be practicable in obtaining rights of way for both parties.
10. This Agreement shall extend to and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed the day and year first above written.

ATTEST:

D. Sable

COMMONWEALTH TELEPHONE COMPANY

By: *R. Parsons*
Secretary

ATTEST:

J. D. Swainbank

HARVEYS LAKE LIGHT COMPANY

By: *J. H. King*
General Manager

DEFINITIONS

JOINT USE POLES -- Poles which under the terms of this Agreement are occupied by attachments of both of the parties.

LICENSOR -- The party holding title to and having full ownership of any "Joint Use Poles".

LICENSEE -- Either party applying for a license for joint use of any pole or poles, or the party to whom a license is granted hereunder.

Exhibit "A"
APPLICATION-PERMIT
For Joint Use of Poles

No. _____

To _____

The following application is made for the use of your pole plant located as follows:

<u>Power Co.</u> <u>Pole No.</u>	<u>CTCo</u> <u>Pole No.</u>	<u>Pole Location</u>	<u>Annual Rental</u>
-------------------------------------	--------------------------------	----------------------	----------------------

Summary: _____ poles @ _____ ea. = Total Rental \$ _____.

Recommended by _____

Application made _____ 19__ By

COMMONWEALTH TELEPHONE COMPANY
Company

By _____

Title Chief Engineer

_____ 19__ By

HARVEYS LAKE LIGHT COMPANY
Company

By _____

Title General Manager

THE ABOVE APPLICATION IS
ACCEPTED AND THE PERMIT
REQUESTED IS HEREBY GRANTED.

Exhibit "B"
Notification of Removal

To _____

No. _____

Please cancel from your records the attachments shown below.

<u>Power Co.</u> <u>Pole No.</u>	<u>CTCo</u> <u>Pole No.</u>	<u>Pole Location</u>	<u>Annual Rental</u>
-------------------------------------	--------------------------------	----------------------	----------------------

Summary: _____ Poles@ _____ ea. = Total Rental
being cancelled \$ _____.

Recommended by _____ Cancellation made _____ 19__ By _____

Company

By _____

Title _____

Frontier Exhibit 1

Frontier's May 12, 2023 Answer and New Matter

**[As-filed attachments A-D omitted, provided as Frontier
Exhibits 2-5 for hearing]**

Bryce R. Beard
717.237.6041
bbeard@eckertseamans.com

May 12, 2023

Via Electronic Filing

Rosemary Chiavetta, Secretary
PA Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

Re: Francene Tearpock-Martini v. Frontier Communications of Pennsylvania, LLC
Docket No. C-2023-3038237

Dear Secretary Chiavetta:

Enclosed for electronic filing please find Frontier Communications of Pennsylvania, LLC's Answer and New Matter with regard to the above-referenced matter.

Copies to be served in accordance with the attached Certificate of Service.

Sincerely,


Bryce R. Beard Esq.

BRB/red
Enclosure

cc: Cert. of Service w/enc.
ALJ Chad Allensworth (via email: callenswor@pa.gov)

CERTIFICATE OF SERVICE

I hereby certify that this day I served a copy of the foregoing **Answer and New Matter** upon the persons listed below in the manner indicated in accordance with the requirements of 52 Pa. Code Section 1.54.

Via Email Only

FRANCENE TEARPOCK-MARTINI
56 SOUTH MAIN STREET
SHICKSHINNY PA 18655
ftm@epix.net

DEVIN T RYAN ESQUIRE
NICHOLAS A STOBBE ESQUIRE
POST AND SCHELL PC
17 N 2ND STREET 12TH FLOOR
HARRISBURG PA 17101-1601
dryan@postschell.com
nstobbe@postschell.com
Represents UGI Utilities, Inc.

Date: May 12, 2023

/s/ Bryce R. Beard

Bryce R. Beard, Esquire
Counsel for Frontier Communications of
Pennsylvania, LLC

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Francene Tearpock-Martini,	:	
	Complainant,	:
	:	
v.	:	Docket No. C-2023-3038237
	:	
Frontier Communications of Pennsylvania,	:	
LLC,	:	
	Respondent.	:

NOTICE TO PLEAD

To: Francene Tearpock-Martini
56 South Main Street
Shickshinny, PA 18655
ftm@epix.net

You are hereby notified that a Reply to the New Matter in the enclosed **Answer and New Matter** of Frontier Communications of Pennsylvania, LLC must be filed within 20 days of the date of service.

All pleadings, such as a Reply to New Matter, must be filed with the Secretary of the Pennsylvania Public Utility Commission with a copy served to counsel for Frontier Communications of Pennsylvania, LLC, and where applicable, the Administrative Law Judge presiding over the proceeding.

File with:

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
400 North Street
Harrisburg, PA 17120

With electronic copy to:

Norman J. Kennard, Esquire
Bryce R. Beard, Esquire
Eckert Seamans Cherin & Mellott, LLC
213 Market Street, 8th Floor
Harrisburg, PA 17101
nkennard@eckertseamans.com
bbeard@eckertseamans.com

Bryce R. Beard

Bryce R. Beard, Esquire

Date: May 12, 2023

Attorneys for Frontier Communications of
Pennsylvania, LLC.

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Francene Tearpock-Martini,	:	Complainant,	:
			:
v.	:		Docket No. C-2023-3038237
	:		:
Frontier Communications of Pennsylvania,	:		
LLC,	:		
	:	Respondent.	:

**FRONTIER COMMUNICATIONS OF PENNSYLVANIA, LLC
ANSWER AND NEW MATTER TO COMPLAINT**

Pursuant to 52 Pa. Code §§ 5.61 and 5.62, Frontier Communications of Pennsylvania, LLC (“Frontier” or “Respondent”) submits this Answer and New Matter to the Complaint of Francene Tearpock-Martini (“Complainant”), which was served on Frontier by the Pennsylvania Public Utility Commission (“Commission” or “PUC”) on April 5, 2023 and April 26, 2023.¹ In support of this Answer, Frontier avers as follows:

INTRODUCTION

The Complaint involves the December 1, 2022 work of Frontier and its contractor to deploy fiber lines to or for the public between South Main Street and Furnace Street in Shickshinny, Pennsylvania attached to UGI Utilities, Inc’s (“UGI”) utility poles. The Complainant alleges that she “caught” Frontier’s contractor “SNAM Communications” trespassing and “chopping and cutting at [her] magnolia tree and shrubbery at [her] property while running fiber optic wires from UGI Utility Pole[s]...” Complaint at ¶ 5. While raising general non-jurisdictional² allegations

¹ By Judge Allensworth’s order dated Wednesday May 3, 2023, due to the confusion stemming from the Commission’s initial service of this matter on the wrong respondents, Judge Allensworth asked Frontier to submit any responsive pleadings regarding the Complaint by no later than May 12, 2023.

² The Commission is a creature of statute and may exercise only those powers that are expressly conferred upon it by the legislature. *Feingold v. Bell of Pa.*, 383 A.2d 791 (Pa. 1978).

against Frontier and “SNAM Communications” for trespass³ and for damages⁴ for allegedly cutting and chopping a tree and shrubbery, the Complaint does not request any specific or actionable relief against Frontier for the Commission to order. On this basis, Frontier requests that the case be dismissed.

Additionally, as a brief review of the pleadings in the matter show, the Complainant has a long history of filing complainants against UGI regarding UGI’s utility poles and the utility infrastructure within the public right of way near the Complainant’s property and the Complainant’s trees.⁵ A significant portion of the Complaint appears to revisit those prior matters filed against UGI, specifically on how the utility pole within the public right of way “is of serious concern” of causing damage to Complainant’s property. While Frontier is sensitive to the Complainant’s concerns, as presented in New Matter, regardless of the Complainant’s underlying concerns with the utility poles which Frontier does not own, Frontier avers that during the December 2022 deployment of fiber service on Furnace Street, Frontier did not trespass on Complainant’s property or “cut or chop” Complainant’s trees and shrubbery in anyway, and Frontier is not aware of any evidence of “chopping or cutting” by Frontier’s contractor during the fiber line deployment. The attachments to New Matter (i.e. photos) show the conditions of the Complainant’s trees in

³ It is well-established that the Commission lacks jurisdiction over tort and property-related issues and claims, including claims of trespass. *Mohn v. PPL Elec. Utils. Corp.*, Docket No. C-2012-2301470, 2012 Pa. PUC LEXIS 1058, at *9 (Initial Decision dated June 25, 2012) (“The Commission has no jurisdiction to adjudicate real property issues such as trespass or interference with use or enjoyment of property. Such determinations are solely within the jurisdiction of the courts of the Commonwealth.” (emphasis added)), *reversed and remanded on other grounds*, Docket No. C-2012-2301470 (Opinion and Order entered Oct. 11, 2012); *see also Stabler v. Verizon Pennsylvania, Inc.*, Docket No. C-2012-2284222 (Order entered June 1, 2012); *Perrigo v. Metropolitan 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).

⁴ It is fundamental that the Commission lacks the statutory authority to hear claims on or award damages. *Byer v. Peoples Natural Gas Co.*, 380 A.2d 383 (Pa. Super. 1977); *Feingold v. Bell of Pennsylvania*, 477 Pa. 1, 383 A.2d 791 (1977); *DeFrancesco v. Western Pennsylvania Water Company*, 499 Pa. 374, 453 A.2d 595 (1982); *Elkin v. Bell of Pa.*, 491 Pa. 123, 420 A.2d 371 (1980)

⁵ *See* UGI Utilities, Inc. – Electric Division, Preliminary Objections at n.1, (dated March 6, 2023). (citing history of Complainant’s *first*, *second*, *third*, and the instant *fourth* complaint regarding trespass and alleged damages to trees) <https://www.puc.pa.gov/pdocs/1775960.pdf>

December 2022 taken by Frontier when diligently investigating and responding to Complainant's concerns as well as an updated picture of the tree in May 2023. Frontier demands strict proof from Complainant that any "cutting and chopping" of her tree occurred during the December 2022 fiber deployment, as the Complainant has the burden of proof in this matter. Regardless of any such evidence, Frontier avers that it has acted at all times in compliance with the Commission's statutes and regulations.

Additionally, Frontier avers that it has tried to work with the Complainant to resolve her complaint, but those discussions were not fruitful due to the long-running, underlying dispute the Complainant has been having for years regarding the utility poles in front of her property. Frontier's conduct during the fiber deployment along Furnace Street in Shickshinny, PA was at all times in compliance with the Commission's rules and regulations and to the benefit of the public.

ANSWER

1. **Admitted.**
2. **Admitted.** By way of further answer, Respondents' complete name is Frontier Communications of Pennsylvania, LLC.
3. **Denied.** Frontier is a Telephone/Telecommunications utility, not an electric utility as indicated by the Complainant.
4. **Denied.** Denied that Frontier or its contractor Parkside trespassed on Complainant's property and over Complainant's stone wall as the entirety of the work done by Frontier was done from the public road and / or on the public sidewalk within the public right of way. Denied that Frontier's actions damaged Complainant's property in any manner.
5. **Admitted in part and Denied in part.** It is admitted that Frontier and its contractor were deploying fiber lines on Furnace street on UGI's utility poles with UGI's permission on December 1, 2022. It is denied that "SNAM Communications" was the contractor involved, as

Frontier's contractor that performed the work on December 1, 2022 was Parkside. Frontier is unaware of who "SNAM Communications" is as alleged by the Complainant. Denied that Frontier is "affiliated" with UGI Utilities. Denied that Frontier or its contractor trespassed over Complainant's cut stone wall or was "chopping and cutting" complainant's Magnolia tree and shrubbery while deploying fiber optic wires. Denied that Frontier caused damage to Complainant's property or that "abuse to [complainant's] property and to [her] is ongoing and continuous." Frontier completed the fiber line deployment on December 1, 2022 and has completed no further work on the utility poles in question. Frontier is without sufficient knowledge to admit or deny the history of the property, the prior occurrences and grievances Complainant has raised against UGI, or the remainder of the statements in Paragraph 5, and such statements are therefore denied.

6. **No Response Necessary.** No response is required to Paragraph 6 of the Complaint.

7. **Admitted in part.** It is admitted that Frontier has contacted Complainant on multiple occasions. Frontier most recently contacted Complainant on May 11, 2023, to try to resolve the Complaint as well as being present at the property in December 2022 to address Complainant's concerns that day. By way of further answer, during the May 11, 2023 conversation with Complainant, the Complainant addressed her history with UGI alluding to prior PA PUC orders of which Frontier has no knowledge. By way even further answer, during the May 11, 2023 call, Complainant requested that Frontier move UGI's utility pole across the street, which Frontier informed her Frontier is not empowered to do.

8-10. **No Response Necessary.** No response is required to Paragraphs 8 through 10 of the Formal Complaint. To the extent such allegations are deemed factual, the factual allegations in Paragraphs 8 through 10 of the Formal Complaint are denied consistent with the other responses in this Answer.

NEW MATTER

11. While the Complainant appears to have a long history of complaints against UGI Utilities in regard to her property, her trees and the location of UGI's Utility Poles,⁶ Frontier does not own or maintain UGI's utility infrastructure or operate UGI's vegetation management plan near the Complainant's property. Frontier is simply a utility that is granted access by UGI to attach its existing and newly deployed fiber to UGI's existing utility poles. Additionally, to the extent the Commission has previously ordered relief for Complainant in Complaints against UGI, Frontier avers it has no knowledge thereof prior to the December 1, 2022 fiber deployment or thereafter.

12. While the Commission has no jurisdiction to adjudicate allegations of trespass,⁷ Frontier avers that the UGI utility poles that Frontier accessed related to the Complainant are within the public right-of-way and in particular located above / on the public sidewalk near Complainant's property between South Main Street and Furnace Street. At no time during the fiber line deployment on December 1, 2022 did any Frontier personnel or Frontier's contractor personnel trespass on Complainant's property, as the entirety of the work by Frontier was done on UGI's poles in / above the public sidewalk and public right of way.⁸ The location of Frontier's fiber deployment along Furnace Street at or near the public sidewalk that occurred on December 1, 2022 is depicted in **Attachment A**.

⁶ See UGI Utilities, Inc. – Electric Division, Preliminary Objections at n.1, (dated March 6, 2023). (citing history of Complainant's *first*, *second*, *third*, and the instant *fourth* complaint regarding trespass and alleged damages to trees) <https://www.puc.pa.gov/pdocs/1775960.pdf>

⁷ Property right controversies are for courts of general jurisdiction, not the Commission. *Anne E. Perrige v. Metropolitan 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). See also *Stabler v Verizon Pennsylvania, Inc.*, Docket No. C-2012-2284222 (Order entered June 1, 2012).

⁸ The location of the poles in the public right of way can be seen in **Attachment B-D** discussed below.

13. Additionally, while the Commission has no jurisdiction to adjudicate claims of property damages,⁹ Frontier avers that it did not “cut or chop” any of Complainant’s trees or shrubbery during the December 1, 2022 fiber line deployment in the public right of way and its actions were at all times in compliance with the Commission’s governing statutes and regulations. On December 1, 2022, Frontier’s local manager Michael Spencer was called to the property to respond to the Complainant’s report, and to investigate the issues raised by Complainant regarding Frontier’s contractor fiber line deployment. Mr. Spencer spoke with Complainant to try to understand where and what “cutting and chopping” occurred to Complainant’s trees and shrubbery but was not provided a clear answer from Complainant at that time. Mr. Spencer investigated the claims and photographed the trees that were alleged “cut and chopped.” Those photographs dated December 5, 2023 are attached as **Attachment B** and **Attachment C** to this New Matter. As can be seen, **Attachment B** and **Attachment C** clearly show that no part of Complainant’s trees or shrubbery were “cut and chopped” during fiber line deployment. Further, Frontier avers that on multiple occasions it has asked Complainant to provide any pictures from the day of the work as well as any day since then evidencing the alleged damage to or “cutting and chopping” of Complainant’s trees. To date, Complainant has not provided any such pictures or evidence to Frontier. Additionally, while further pleadings in this matter have been filed in these matters that were not served on Frontier Communications, Frontier has reviewed documents available and aver that the Complainant has alleged that “it is not known if the tree will survive the severe, harsh cutting.”¹⁰ In preparation for this Answer, Frontier’s Local Manager Michael Spencer revisited the Complainant’s location on May 11, 2023 and photographed the Complainant’s trees from the

⁹ *Supra n.4.*

¹⁰ *See* Complainant’s Reply to Frontier Utilities Northeast, an entirely unrelated entity to Frontier Communications. <https://www.puc.pa.gov/pdocs/1776528.pdf>

public right of way which are attached as **Attachment D** to this New Matter. While Frontier denies any “cutting and chopping” occurred during the December 1, 2023 fiber deployment, the condition of the trees provided in **Attachment B-D** speaks for itself.

14. Lastly, the Complaint does not state any relief that the Commission can grant against Frontier regarding the alleged “cutting and chopping” or trespass which, as discussed above, did not occur. During further discussions with Complainant in an attempt to resolve the Complaint, Frontier has asked Complainant what relief she is seeking from Frontier. Frontier avers that the Complainant has requested that Frontier not trespass (which it never did), and that Complainant wants Frontier to move UGI’s utility poles from their current location and across the street. This is not relief that Frontier can provide or be ordered to provide by the Commission.¹¹

CONCLUSION

WHEREFORE, Frontier Communications of Pennsylvania, LLC, respectfully requests that the Commission (a) dismiss the Complaint; and, (b) grant any other relief deemed appropriate.

Respectfully submitted,

Bryce R. Beard

Norman J. Kennard, Esquire (I.D. No. 29921)
Bryce R. Beard, Esquire (I.D. No. 325837)
Eckert Seamans Cherin & Mellott, LLC
213 Market St., 8th Floor
Harrisburg, PA 17101
(717) 237-6036 (phone)
(717) 237-6019 (fax)
nkennard@eckertseamans.com
bbeard@eckertseamans.com

Date: May 12, 2023

Counsel for Frontier Communications of
Pennsylvania, LLC.

¹¹ Additionally, Frontier has asked Complainant to identify any alleged monetary damages to the tree, which she could not do, and further attempted to resolve the complaint by offering to donate to the Historical Society and preservation of Complainant’s historic property, which was rejected as Complainant again asked Frontier to move UGI’s utility poles across the street.

Verification

I, Frederick Thomas, hereby state that I am the Vice President, Associate General Counsel, US Counsel for Commercial Sales, & East Region Operations Counsel for Frontier Communications Parent Inc. I hereby state that the facts set forth in the foregoing **Answer and New Matter** are true and correct to the best of my knowledge, information and belief and that I expect Frontier Communications of Pennsylvania, LLC, to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

Date: May 12, 2023

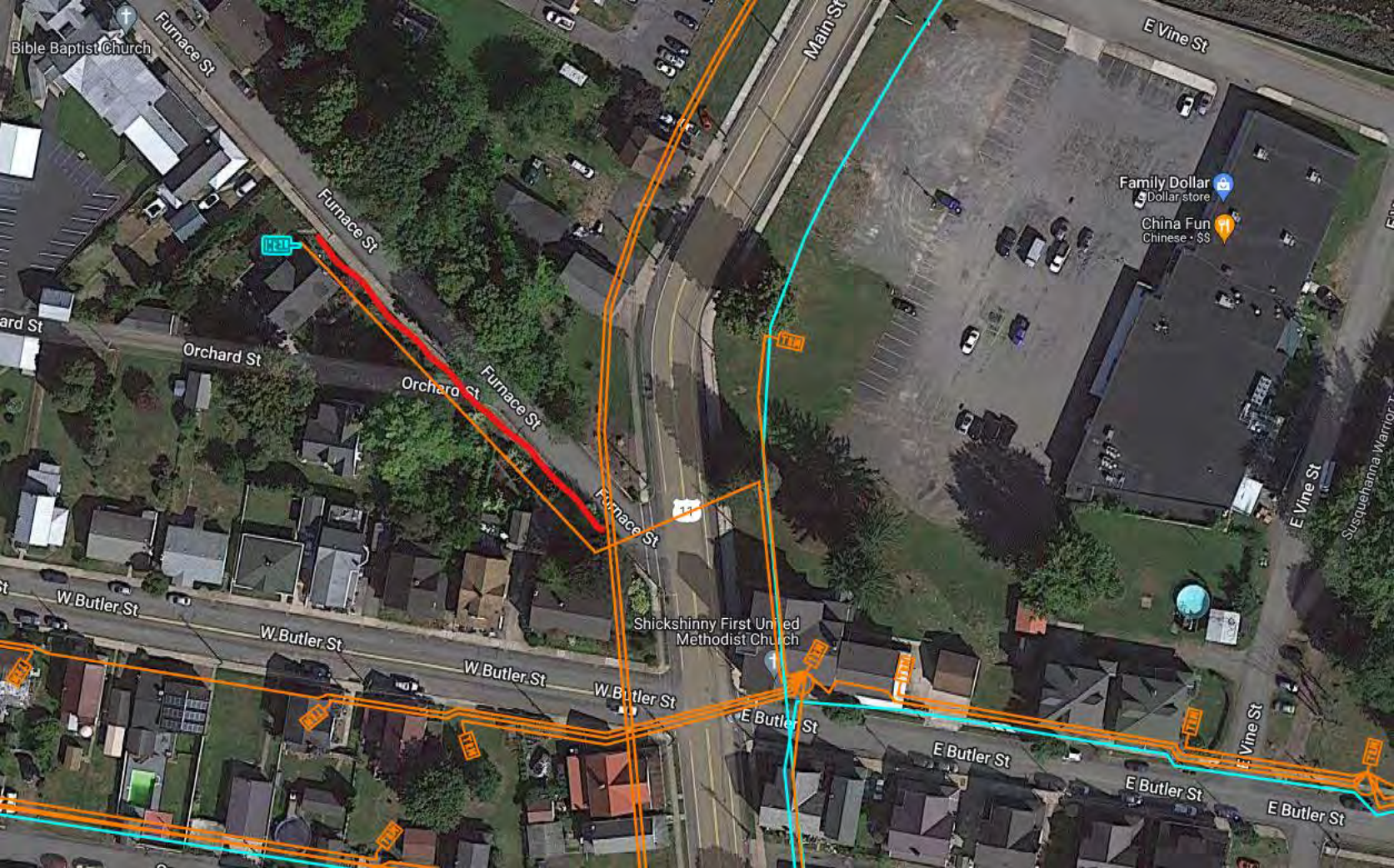
/s/ Frederick Thomas

Vice President, Associate General Counsel, US Counsel for
Commercial Sales, & East Region Operations Counsel
Frontier Communications Parent, Inc.

***[As-filed attachment A-D omitted for hearing
provided as Frontier Exhibits 2-5]***

Frontier Exhibit 2

**Depiction of Frontier's Fiber Deployment in
December 2022**



Bible Baptist Church

ard St

Orchard St

Orchard St

Shickshinny First United Methodist Church

Family Dollar
Dollar store

China Fun
Chinese • \$8

Furnace St

Furnace St

Furnace St

Main St

E Vine St

E Vine St

Susquehanna Warrior T

st

W. Butler St

W. Butler St

W. Butler St

W. Butler St

E Butler St

E Butler St

E Butler St

E Butler St

E Vine St

E Butler St

T1

T2

T3

T4

T5

T6

T7

T8

T9

T10

Frontier Exhibit 3

**December 2022 – Picture of Trees and Utility
Infrastructure**



Frontier Exhibit 4

**December 2022 – Picture of Trees and Utility
Infrastructure**



Frontier Exhibit 5

**May 2023 – Picture of Trees and Utility
Infrastructure**

