

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Francene Tearpock-Martini	:	
	:	
v.	:	C-2023-3038237
	:	
Frontier Communications of Pennsylvania, LLC	:	
	:	
Francene Tearpock-Martini	:	
	:	
v.	:	C-2023-3038243
	:	
UGI Utilities, Inc. – Electric Division	:	

INITIAL DECISION

Before
Chad L. Allensworth
Administrative Law Judge

INTRODUCTION

This decision denies the Formal Complaint of a customer who alleged that utility companies trespassed onto her historic property without prior notice or permission and damaged a tree. The Formal Complaint will be denied because the customer has failed to carry her burden of demonstrating that either company violated the Public Utility Code, a Commission order or regulation or a Commission-approved tariff.

HISTORY OF THE PROCEEDING

On February 10, 2023, Francene Tearpock-Martini (“Complainant” or “Ms. Tearpock-Martini”) filed a Formal Complaint (“complaint #1”) with the Pennsylvania Public

Utility Commission (“Commission”) at Docket No. C-2023-3038237 against Frontier Communications of Pennsylvania, LLC (“Frontier Communications”).¹ The complaint alleged that workers for Frontier Communications trespassed onto her property on December 1, 2022 without permission or prior notice and damaged a magnolia tree and other shrubbery while running fiber optic wires between utility poles owned by UGI Utilities, Inc. – Electric Division (“UGI Electric”). (Complaint #1 ¶¶ 3-5). Complaint #1 requested relief for damages to the property and cessation of any future trespassing. (Complaint #1 ¶ 5). Complaint #1 was served on Frontier Communications on April 5, 2023.

Ms. Tearpock-Martini also filed a Formal Complaint (“complaint #2”) with the Commission at Docket No. C-2023-3038243 against UGI Electric on February 10, 2023 alleging identical facts and requesting identical relief. (Complaint #2 ¶¶ 3-5). Complaint #2 was served on UGI Electric on February 13, 2023.

On March 6, 2023, UGI Electric filed its Answer and New Matter admitting and denying various averments in complaint #2. Specifically, UGI Electric admitted to providing electric service to Complainant and that it owns the utility pole near Complainant’s property. (UGI Electric Answer and New Matter ¶¶ 4-5). UGI Electric denied trespassing or causing any damage to Complainant’s property. (UGI Electric Answer and New Matter ¶ 4).

UGI Electric also filed Preliminary Objections (“POs”) on March 6, 2023. The POs requested dismissal of complaint #2 pursuant to 52 Pa. Code §§ 5.101(a)(1), (4) and (5). (UGI Electric POs, p.10). On March 7, 2023, Complainant filed a reply to UGI Electric’s POs asserting that complaint #2 should not be dismissed. (Complainant’s Reply to UGI Electric, p.2). By order dated April 11, 2023, UGI Electric’s POs were granted, in part, by striking Complainant’s request for monetary damages.

¹ The Formal Complaint at Docket No. C-2023-3038237 was initially interpreted to name Frontier Utilities Northeast, LLC as the Respondent. Following consideration of Frontier Utilities Northeast, LLC’s Answer and New Matter, its Preliminary Objections and Complainant’s Reply to the Preliminary Objections, the Commission determined that Frontier Utilities Northeast, LLC was not the intended Respondent. By Final Order dated May 30, 2023, the Commission dismissed Frontier Utilities Northeast, LLC as a Respondent in this matter and amended the docket to name Frontier Communications of Pennsylvania, LLC as the Respondent.

On May 12, 2023, Frontier Communications filed its Answer and New Matter admitting and denying various averments in complaint #1. Specifically, Frontier Communications admitted that it along with its contractor were deploying fiber optic wires on UGI Electric utility poles on December 1, 2022. (Frontier Communication Answer and New Matter ¶ 5). Frontier Communications denied trespassing on or causing any damage to Complainant's property. (Frontier Communication Answer and New Matter ¶ 4). On May 23, 2023, Complainant filed a reply to Frontier Communications' New Matter.

By order dated May 24, 2023, complaint #1 and complaint #2 were consolidated. Also, on May 24, 2023, the Commission issued an Initial Telephonic Hearing Notice ("Hearing Notice") scheduling a hearing for July 11, 2023. On May 25, 2023, I issued a Prehearing Order addressing various procedures that would govern the hearing. On July 7, 2023, UGI Electric filed a Motion in Limine seeking to limit potential evidence introduced by Complainant.

On July 11, 2023, the hearing was held as scheduled. Complainant appeared and represented herself. Complainant testified in support of both complaints and sponsored the following Complainant exhibits: (1) Exhibit 1 – Deed confirmation; (2) Exhibit 2 – Survey map; (3) Exhibit 3 – Photo of magnolia tree; (4) Exhibit 4 – Photo of magnolia tree; (5) Exhibits 5a and 5b – Photos of arborist pruning tree; (6) Exhibit 6 – Photo of utility poles with Complainant's property in background and (7) Exhibit 7 – Photo of street corner showing Complainant's property. The exhibits were admitted into the record without objection. UGI Electric was represented by Attorney Nicholas A. Stobbe, who presented Eric Sorber, Vice Present and General Manager of UGI Electric Division, as a witness. Mr. Sorber sponsored UGI Electric Exhibit 1 – General Agreement. The exhibit was admitted into the record without objection. Frontier Communications was represented by Attorney Bryce Beard, who presented Michael Spencer, Construction Manager for Frontier Communications, as a witness. Mr. Spencer sponsored the following Frontier Communication Exhibits: (1) Exhibit 1 – Frontier Communication's Answer and New Matter; (2) Exhibit 2 – Overlay of fiber lines; (3) Exhibit 3 – Photo of tree and fiber optic lines; (4) Exhibit 4 – Photo of utility line through tree and (5) Exhibit 5 – Photo of utility line through tree. The exhibits were admitted into the record without objection.

The record closed on August 2, 2023, when the 116-page hearing transcript was received by the Commission.

FINDINGS OF FACT

1. Complainant is Francene Tearpock-Martini who resides at 56 South Main Street, Shickshinny, PA 18655 (“service property”). (Tr. 10).

2. Respondents are Frontier Communications of Pennsylvania, LLC and UGI Utilities, Inc. – Electric Division.

3. On the service property, there is a carriage house with a magnolia tree that is surrounded by a wrought iron fence. (Tr. 13; Complainant’s Exhibits 3 and 4).

4. Ms. Tearpock-Martini has a certified arborist periodically prune the trees on the service property. (Tr. 18-19; Complainant’s Exhibits 5a and 5b).

5. There are three utility poles along the border of the service property near the magnolia tree. (Tr. 17; Complainant’s Exhibit 6).

6. Frontier Communications was at or near the service property on December 1, 2022 and had some interaction with Ms. Tearpock-Martini’s tree. (Tr. 20, 24).

7. Frontier Communications did not specifically notify Ms. Tearpock-Martini of the work being done on December 1, 2022. (Tr. 21).

8. UGI Electric employees were not on or near the service property on December 1, 2022. (Tr. 21-22, 28, 30).

9. Eric Sorber, who is the vice president and general manager of the electric division for UGI Electric, has been an employee for UGI for over 30 years and is responsible for all engineering operations and construction with UGI Electric. (Tr. 27).

10. UGI Electric owns the utility poles near the service property and has agreements to allow other entities, such as Frontier Communications, to attach their facilities to the utility poles. (Tr. 27, 30, 59).

11. The agreement allowing Frontier Communications to use space on UGI Electric's utility poles, including the ability to attach fiber optic cables, did not require UGI Electric to supervise the work. (Tr. 30; UGI Electric Exhibit 1).

12. Michael Spencer, who is a local construction manager for Frontier Communications, is responsible for overseeing all of Frontier Communications construction in the Commonwealth of Pennsylvania. (Tr. 48).

13. Frontier Communications is a communications service provider. (Tr. 48-49).

14. The individuals at the service property on December 1, 2022 were contractors of Frontier Communications. (Tr. 49).

15. Frontier Communications' contractors were performing "overlashing" on December 1, 2022, which involves connecting a new fiber optic line to a copper cable that is already in place. (Tr. 49-50).

16. Frontier Communications' contractors were attaching the fiber optic line between poles on Main Street and the next pole up on Furnace Street. (Tr. 50; Frontier Communications' Exhibit 2).

17. "Lashing" the fiber optic wires between the two poles took approximately 15 minutes. (Tr. 51).

18. Frontier Communications' contractors were located on Furnace Street, which is a public road, in "bucket" trucks when they were performing their work on December 1, 2022. (Tr. 50-51).

19. The actual "lashing" work was performed over the public sidewalk as the utility poles themselves are located on the sidewalk. (Tr. 54-56; Frontier Communications' Exhibit 3).

20. Frontier Communications' contractors did not go onto Ms. Tearpock-Martini's property when performing the work on December 1, 2022 and had no reason to enter her property to perform the work. (Tr. 51, 57, 59).

21. The work being done by Frontier Communications' contractors could have dislodged a small branch from Ms. Tearpock-Martini's tree. (Tr. 51).

22. Mr. Spencer had multiple phone conversations with Ms. Tearpock-Martini between December 2022 and January 2023 and advised her on one occasion that he was coming to the property. (Tr. 49, 52, 63, 66, 83).

23. The tree located on the service property had limbs growing through the utility lines that Frontier Communications was performing work on. (Tr. 55, 57; Frontier Communications' Exhibits 3, 4 and 5).

24. Frontier Communications' contractors performed the December 1, 2022 work on the bottom utility line between the utility poles. (Tr. 58).

25. Frontier Communications did not own the utility poles next to the service property and had no authority to relocate the utility poles. (Tr. 60).

26. Frontier Communications had an attachment agreement to use the utility poles owned by UGI Electric. (Tr. 70).

27. Mr. Spencer visited the service property in January 2023 and May 2023 and did not see any evidence that Ms. Tearpock-Martini's tree was cut or damaged in any way. (Tr. 61, 72).

28. Frontier Communications did not provide specific notice to property owners about installation of fiber optic lines, including Ms. Tearpock-Martini in this case, but it did place posters up around the area about the work that would be done. (Tr. 84-85).

DISCUSSION

UGI Electric's Motion in Limine

On July 7, 2023, UGI Electric filed a Motion in Limine that sought to limit testimony/evidence from Ms. Tearpock-Martini related to the following areas: (1) UGI Electric's alleged trespass and alleged destruction of Complainant's tree; (2) the lawfulness of UGI Electric's facilities' location(s), including, but not limited to, utility poles, near the service property; (3) the requested relocation of certain of UGI Electric's facilities, including utility poles, away from the service property; (4) the lawfulness of anchor wires near or traversing the service property; (5) UGI Electric's or its contractors' alleged harassment of Complainant; or (6) in general, matters previously addressed and fully litigated or that are under current consideration by the Commission relating to Complainant's prior Formal Complaints filed against UGI Electric. The motion included a notice to plead.

A party has 20 days from the date of service within which to answer or object to a motion unless the period of time is otherwise fixed by the Commission or the presiding officer. 52 Pa. Code § 5.103(c). In this case, the motion in limine was submitted four days prior the scheduled hearing. Based on the limited time provided to Complainant to respond, the motion was denied on the record at the July 11, 2023 hearing. (Tr. 8). However, UGI Electric was permitted to raise objections to testimony/evidence related to these topics at the hearing.

Legal Standard

Section 332(a) of the Public Utility Code provides that the party seeking relief from the Commission has the burden of proof. 66 Pa.C.S. § 332(a). As a matter of law, a Complainant must show that the named utility is responsible or accountable for the problem described in the complaint in order to prevail. *Patterson v. Bell Tel. Co. of Pa.*, 72 Pa.P.U.C. 196 (1990). “Burden of proof” means a duty to establish a fact by a preponderance of the evidence, or evidence more convincing, by even the smallest degree, than the evidence presented by the other party. *Se-Ling Hosiery v. Margulies*, 70 A.2d 854 (Pa. 1950). The offense must also be a violation of the Public Utility Code, the Commission’s regulations, or an outstanding order of the Commission. 66 Pa.C.S. § 701. In this proceeding, Ms. Tearpock-Martini alleged that Frontier Communications and/or UGI Electric trespassed onto her property without prior notice or permission and damaged her magnolia tree. *See*, 66 Pa.C.S. § 1501. Therefore, Ms. Tearpock-Martini has the burden of proof in this proceeding.

If a complainant establishes a *prima facie* case, the burden of going forward with the evidence shifts to the utility. If a utility does not rebut that evidence, the complainant will prevail. If the utility rebuts the complainant's evidence, the burden of going forward with the evidence shifts back to the complainant, who must rebut the utility's evidence by a preponderance of the evidence. The burden of going forward with the evidence may shift from one party to another, but the burden of proof never shifts; it always remains on a complainant. *Milkie v. Pa. Pub. Util. Comm’n*, 768 A.2d 1217 (Pa. Cmwlth. 2001); *see also*, *Burleson v. Pa. Pub. Util. Comm’n*, 443 A.2d 1373 (Pa. Cmwlth. 1982).

Moreover, the Commission’s decision must be supported by “substantial evidence,” which consists of evidence that a reasonable mind might accept as adequate to support a conclusion. *Norfolk & W. Ry. Co. v. Pa. Pub. Util. Comm’n*, 413 A.2d 1037 (Pa. 1980). A mere trace of evidence or a suspicion of the existence of a fact is insufficient. *Erie Resistor Corp. v. Unemployment Comp. Bd. of Rev.*, 166 A.2d 96 (Pa. Super. 1960). A complainant cannot establish a case merely by stating their personal beliefs, since assertions,

personal opinions or perceptions do not constitute evidence. *Pa. Bureau of Corr. v. City of Pittsburgh*, 532 A.2d 12 (Pa. 1987).

Complainant's Claims Against UGI Electric

Utility companies are required by law to provide the public with adequate and reasonable service.² Section 1501 of the Public Utility Code states, in part:

§ 1501. Character of service and facilities

Every public utility shall furnish and maintain adequate, efficient, safe and reasonable service and facilities, and shall make all such repairs, changes, alterations, substitutions, extensions, and improvements in or to such service and facilities as shall be necessary or proper for the accommodation, convenience and safety of its patrons, employees and the public. Such service also shall be reasonably continuous and without unreasonable interruptions or delay. Such service and facilities shall be in conformity with the regulations and orders of the [C]ommission.

66 Pa.C.S. § 1501. It is axiomatic that vegetation maintenance is part of a utility's service that is subject to regulation. *West Penn Power Co. v. Pa. Pub. Util. Comm'n*, 578 A.2d 75 (Pa. Cmwlth. 1990); *PECO Energy Co. v. Twp. of Upper Dublin*, 922 A.2d 996 (Pa. Cmwlth. 2007) (Commission possesses the sole authority to regulate a public utility's vegetation management practices in its service territory); *Popowsky v. Pa. Pub. Util. Comm'n*, 653 A.2d 1385 (Pa. Cmwlth. 1985) (vegetation maintenance constitutes a utility service and must be performed in a safe, adequate, reasonable and efficient manner). However, the statute does not require utility companies to provide perfect service. *Elkin v. Bell Tel. Co. of Pa.*, 372 A.2d 1203 (Pa. Super. 1987). Thus, Ms. Tearpock-Martini's allegation that UGI Electric trespassed on her property on December 1, 2022 and damaged her magnolia tree qualifies as a service complaint.

² "Service." Used in its broadest and most inclusive sense, includes any and all acts done, rendered, or performed, and any and all things furnished or supplied, and any and all facilities used, furnished, or supplied by public utilities ... in the performance of their duties under this part to their patrons, employees, other public utilities, and the public[.] 66 Pa.C.S. § 102.

I find that no evidence has been presented to establish that UGI Electric was present or responsible for any action done on or near Ms. Tearpock-Martini's property on December 1, 2022. Both, Ms. Tearpock-Martini and UGI Electric's Vice President/General Manager Eric Sorber, testified that no UGI Electric employees or contractors were present. (Tr. 21-22, 28, 30). Despite this, Ms. Tearpock-Martini argues that UGI Electric is responsible for the damage to her property based on an obligation to be present for any work done on its utility poles and the placement of utility poles on or near her property. (Tr. 93-96).

In regard to UGI Electric's obligation to be present, Ms. Tearpock-Martini fails to cite to any authority for this premise other than her own belief that this should be required for hers and other properties. To the contrary, Mr. Sorber provided credible testimony that UGI Electric was not required to supervise or oversee work being done by Frontier Communications on its utility poles pursuant to the "Joint Use Agreement" between the two entities. (Tr. 30; UGI Electric Exhibit 1). Furthermore, there is nothing in the Public Utility Code, Commission regulations or prior Commission orders that required UGI Electric to supervise Frontier Communications attaching items to UGI Electric's poles. Therefore, Ms. Tearpock-Martini failed to meet her burden of proof that UGI Electric had an obligation to be present for work done by Frontier Communications on December 1, 2022.

In regard to UGI Electric's placement of poles, Ms. Tearpock-Martini attempted to raise this issue during the hearing and it was objected to by UGI Electric. (Tr. 34-35). Ms. Tearpock-Martini attempted to raise this issue during cross examination of Mr. Sorber. UGI Electric's objection on this issue was sustained at the hearing on the basis that the issue was outside of the scope of Mr. Sorber's direct testimony and outside the scope of Ms. Tearpock-Martini's complaint. (Tr. 35). Furthermore, the Commission previously addressed and decided the issue of utility pole placement related to Ms. Tearpock-Martini's property in *Tearpock-Martini v. UGI Utility Inc.*, Docket No. C-2021-3027093 (Opinion and Order entered June 19, 2009) and *Tearpock-Martini v. UGI Utilities Inc.*, Docket No. C-2021-3027093 (Opinion and Order entered Mar. 10, 2022). Ms. Tearpock-Martini cannot re-litigate this issue in the current proceeding. 66 Pa.C.S. § 316. Therefore, Ms. Tearpock-Martini failed to establish a right to relief based on placement of utility poles.

Accordingly, for the reasons stated above, the complaint will be dismissed against UGI Electric.

Complainant's Claims Against Frontier Communications

As stated previously in this decision, Ms. Tearpock-Martini's allegation that Frontier Communications trespassed on her property on December 1, 2022 and damaged her magnolia tree qualifies as a service complaint under 66 Pa.C.S. § 1501. Ms. Tearpock-Martini testified that there is a magnolia tree on her property that was damaged. (Tr. 13, 21). In further support of this, Ms. Tearpock-Martini provided photographs of the tree purporting to depict the tree before and after it was "chopped up." (Tr. 12-13; Complainant's Exhibits 3 and 4). Ms. Tearpock averred that the trespass occurred on December 1, 2022 and that she was not provided with any notice of the actions that would be taken on that date. (Tr. 20-21). Ms. Tearpock-Martini further testified that she heard a commotion outside and at that point saw employees of Frontier Communications damaging her tree. (Tr. 21-22).

In opposition to Complainant's testimony, Frontier Communications presented the testimony of Construction Manager, Michael Spencer. Mr. Spencer testified that Frontier Communication had contractors working on utility poles connecting a new fiber optic line near Ms. Tearpock-Martini's residence on December 1, 2022. (Tr. 48-50). Prior to this work, Frontier Communications put up posters stating the work that would be done. (Tr. 84-85). Mr. Spencer averred that the contractors performed the work from "bucket" trucks located on Furnace Street and they remained above the public sidewalk when performing the work. (Tr. 50-51, 54-56). Mr. Spencer also testified that none of Frontier Communications' contractors went onto Ms. Tearpock-Martini's property on December 1, 2022 and that the contractors did not cut Ms. Tearpock-Martini's tree. (Tr. 51, 57, 59, 61, 72). Mr. Spencer testified and presented photos depicting limbs from Ms. Tearpock-Martini's tree growing through the utility lines, but he stated that at most a small branch could have dislodged when performing the work. (Tr. 51, 55, 57; Frontier Communications' Exhibits 3, 4, and 5).

I find the testimony of Mr. Spencer to be credible. Ms. Tearpock-Martini presented little evidence/testimony that established a trespass occurred on December 1, 2022 or that Frontier Communications damaged her tree. The details from Ms. Tearpock-Martini's testimony were vague as to the alleged trespass and damage. Moreover, Ms. Tearpock-Martini's photographic evidence was not persuasive in depicting that her tree was recently cut or damaged. To the contrary, the evidence/testimony provided by Mr. Spencer clearly showed the location of where the work was done, which was a public sidewalk/roadway and would not have constituted a trespass onto Ms. Tearpock-Martini's property. Mr. Spencer also provided credible testimony and photographic evidence that depicted no evidence of damage to the tree. Because the work completed by Frontier Communications was on a public road/sidewalk and did not involve cutting Ms. Tearpock-Martini's tree, there was no obligation for Frontier Communications to provide prior notice to Ms. Tearpock-Martini of the work being done.

A complainant must establish by a preponderance of the evidence that a utility has violated a provision of the Public Utility Code or an order or regulation of the Commission. 66 Pa.C.S. §§ 332(a), 701; *Se-Ling Hosiery v. Margulies*, 70 A.2d 854 (Pa. 1950). In this case, Ms. Tearpock-Martini did not meet her burden of showing that Frontier Communications violated any laws or regulations in connection with the work completed on December 1, 2022 and there is no basis to conclude that Frontier Communications provided unreasonable service to Ms. Tearpock-Martini. 66 Pa.C.S. § 1501.

Accordingly, for the reasons stated above, the complaint will be dismissed against Frontier Communications.

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the subject matter and the parties to this proceeding. 66 Pa.C.S. § 701.
2. The party seeking relief from the Commission has the burden of proof. 66 Pa.C.S. § 332(a).

3. A complainant must show that the named utility is responsible or accountable for the problem described in the complaint in order to prevail. *Patterson v. Bell Tel. Co. of Pa.*, 72 Pa.P.U.C. 196 (1990).

4. "Burden of proof" means a duty to establish a fact by a preponderance of the evidence, or evidence more convincing, by even the smallest degree, than the evidence presented by the other party. *Se-Ling Hosiery v. Margulies*, 70 A.2d 854 (Pa. 1950).

5. The act or failure to act must be a violation of the Public Utility Code, the Commission's regulations, or an outstanding order of the Commission. 66 Pa.C.S. § 701.

6. If a complainant establishes a *prima facie* case, the burden of going forward with the evidence shifts to the utility. If a utility does not rebut that evidence, the complainant will prevail. If the utility rebuts the complainant's evidence, the burden of going forward with the evidence shifts back to the complainant, who must rebut the utility's evidence by a preponderance of the evidence. The burden of going forward with the evidence may shift from one party to another, but the burden of proof never shifts; it always remains on a complainant. *Milkie v. Pa. Pub. Util. Comm'n*, 768 A.2d 1217 (Pa. Cmwlth. 2001); *see also*, *Burleson v. Pa. Pub. Util. Comm'n*, 443 A.2d 1373 (Pa. Cmwlth. 1982).

7. The decision of the Commission must be supported by substantial evidence. 2 Pa.C.S. § 704.

8. "Substantial evidence" is such relevant evidence that a reasonable mind might accept as adequate to support a conclusion. More is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. *Norfolk & W. Ry. Co. v. Pa. Pub. Util. Comm'n*, 413 A.2d 1037 (Pa. 1980); *Erie Resistor Corp. v. Unemployment Comp. Bd. of Rev.*, 166 A.2d 96 (Pa. Super 1961); *Murphy v. Pa. Dep't of Pub. Welfare, White Haven Ctr.*, 480 A.2d 382 (Pa. Cmwlth. 1984).

9. Mere bald assertions, personal opinions or perceptions, when not substantiated by facts, do not constitute evidence. *Pa. Bureau of Corr. v. City of Pittsburgh*, 532 A.2d 12 (Pa. 1987).

10. A complainant cannot re-litigate an issue that has already been decided by the Commission. 66 Pa.C.S. § 316.

11. Utility companies are required to provide reasonable service. 66 Pa.C.S. § 1501.

12. Section 1501 of the Public Utility Code does not require utility companies to provide perfect service. *Elkin v. Bell Tel. Co. of Pa.*, 372 A.2d 1203 (Pa. Super 1987); 66 Pa.C.S. § 1501.

13. Frontier Communications of Pennsylvania, LLC provided reasonable service consistent with Section 1501 of Title 66 of the Public Utility Code. 66 Pa.C.S. § 1501.

14. UGI Utilities, Inc. – Electric Division provided reasonable service consistent with Section 1501 of Title 66 of the Public Utility Code. 66 Pa.C.S. § 1501.

15. Ms. Tearpock-Martini failed to satisfy her burden of demonstrating by a preponderance of the evidence that Frontier Communications of Pennsylvania, LLC violated the Public Utility Code, a Commission order or regulation or a Commission-approved tariff. 66 Pa.C.S. § 332(a).

16. Ms. Tearpock-Martini failed to satisfy her burden of demonstrating by a preponderance of the evidence that UGI Utilities, Inc. – Electric Division violated the Public Utility Code, a Commission order or regulation or a Commission-approved tariff. 66 Pa.C.S. § 332(a).

ORDER

THEREFORE,

IT IS ORDERED:

1. That the Formal Complaint filed by Francene Tearpock-Martini in Francene Tearpock-Martini v. Frontier Communications of Pennsylvania, Inc. at Docket No. C-2023-3038237 is hereby dismissed.
2. That the Formal Complaint filed by Francene Tearpock-Martini in Francene Tearpock-Martini v. UGI Utilities, Inc. at Docket No. C-2023-3038243 is hereby dismissed.
3. That the matters at Docket Nos. C-2023-3038237 and C-2023-3039243 be marked closed.

Date: October 31, 2023

/s/
Chad L. Allensworth
Administrative Law Judge