

Nieves Abad
747 Delaware St
Forest City, PA 18421
Martjua3@aol.com
631-575-2348

DATE OF DEPOSIT

APR 4 2024

April 4, 2024

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

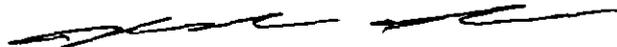
Rosemary Chiavetta
Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor North
P.O BOX 3265
Harrisburg, PA 17105-3265

**RE: Nieves Avad V, PPL Electric Utilities Corporation
Docket No. C-2024-3047163**

Dear Secretary Chiavetta:

Attached for filing is the answer to PPL Electric Utilities Corporation Preliminary Objection by Nieves Abad in the Above-referenced proceeding. Copies will be provided as indicated on the Certificate of Service.

Respectfully submitted,



Nieves Abad

Cc: Post & Schell
Three Logan Square
1717 Arch Street
24th Floor
Philadelphia, PA 19103
215-587-1000 Main
215-587-1444 Main Fax
www.postschell.com

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Nieves Abad, :
 :
 :
 Complainant, :
 V. : Docket No. C-2024-3047163
 :
 PPL Electric Utilities Corporation :
 :
 Respondent, :
 :
 :

DATE OF DEPOSIT

APR 4 2024

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

**ANSWER TO PPL ELECTRIC UTILITIES CORPORATION
TO THE PRELIMINARY OBJECTIONS**

TO THE PENNSYLVANIA PUBLIC UTILITY COMMISSION:

Nieves Abad files this answer to preliminary objection pursuant to Section 5.61 of the Pennsylvania Public Utility Commission's (Commission) regulations, 52 Pa. Code 5.61, and responds to each of the separately-numbered paragraphs as follows:

ANSWER

1. Denied.
2. Denied
3. Denied (See exhibits 1-6) a survey of the property and several pictures of each of the five poles that are on my property.
4. Denied (see exhibits 7,8,9,10 and 10b) where I tried to contact PPL on several different occasions via telephone, email, written letters, and text messages all responses went unanswered by the legal department, call centers, work orders, service requests and every supervisor i spoke with could not help me beyond telling me to contact the legal department. Everytime i called the legal department it went directly to a voicemail and I left dozens of messages and was never called back.
5. Denied
6. Denied- see exhibits 1-15

7. Denied
8. Denied (exhibits 11 and 12). Invoice # 91130032-3 and invoice #91130033-3 where PPL has sent me a bill for property damages to poles. (see exhibits 13 & 14). Quitclaim marked April 28, 2023 where i purchased the property and warranty deed issued on February 21, 1977 transferring the property from Anna Pryima to Real estate technology corporation of Pennsylvania. Where no right of way is given to PPL to put poles on the property, therefore any damage arising from the poles being damaged while on the property without permission of them legally being there should not be granted.
9. Denied (exhibits 15a and 15b). Copy of bill from PPL to relocate poles.PPL is charging me \$4,128 for pole removal, also stating in a text message that this is a discounted rate from the original cost of \$9,287.
10. Denied (see exhibits 1-11)
11. Denied- seeking all relief from the PUC which is in the PUC powers including but not limited too stopping PPL from billing me invoice # 91130032-3 dated 8/5/2023 & invoice #91130033-3 (exhibits 13&14), for damage that occurred to PPL property while poles and utility were placed illegally on the complainants property and trespassed upon by PPL after being asked to remove the poles on the property. PPL admits to this trespass in they're answer and should be help liable for there actions. Futthermore complainint requests PUC to stop billing invoice #81036584-3 dated 6/7/2023 (see exhibit 15a) where PPL is charging me to relocate the poles that have been illegally placed on my property and PPL has admitted to trespassing in the "answers". Complainint does trespassing in there "answers". Complainint dose seek damages arissing from these poles being placed on his property and will further seek relief from the court of common pleas.
12. Denied- (same answer as number 10)
13. Denied- (same answer as number 10)
14. Denied. Answers 1-13 as set forth herein
15. Denied- (same answeres as number 10)
16. Denied- (same answer as number 10)
17. Denied- (same answers as number 10) (see(exhibits 1-15)
18. Denied- (same answeres as number 10) see exhibits 1-15
19. Denied (same answers as number 10)
20. Denied (same answeres as number 10)

WHEREFORE, Nieves Abad respectfully requests that the preliminary objections be denied in its entirety and with prejudice as against PPL Electric Utilities Corporation.

Respectfully submitted,



Nieves abad
747 Delaware st
Forest City, PA 18421
Marjua3@aol.com
631-575-2348

Date: April 4, 2024

Certificate Of Service

I hereby certify that a true and correct copy of the foregoing has been served upon the following persons, in the matter indicated, in accordance with the requirements of 52 Pa. Code 1.54 (relating to service by a participant).

VIA CERTIFIED MAIL

Post & Schell
Three Logan Square
1717 Arch Street
24th Floor
Philadelphia, PA 19103
215-587-1000 Main
215-587-1444 Main Fax
www.postschell.com

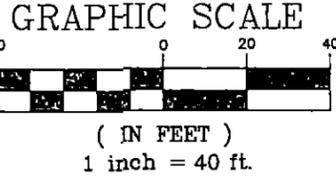
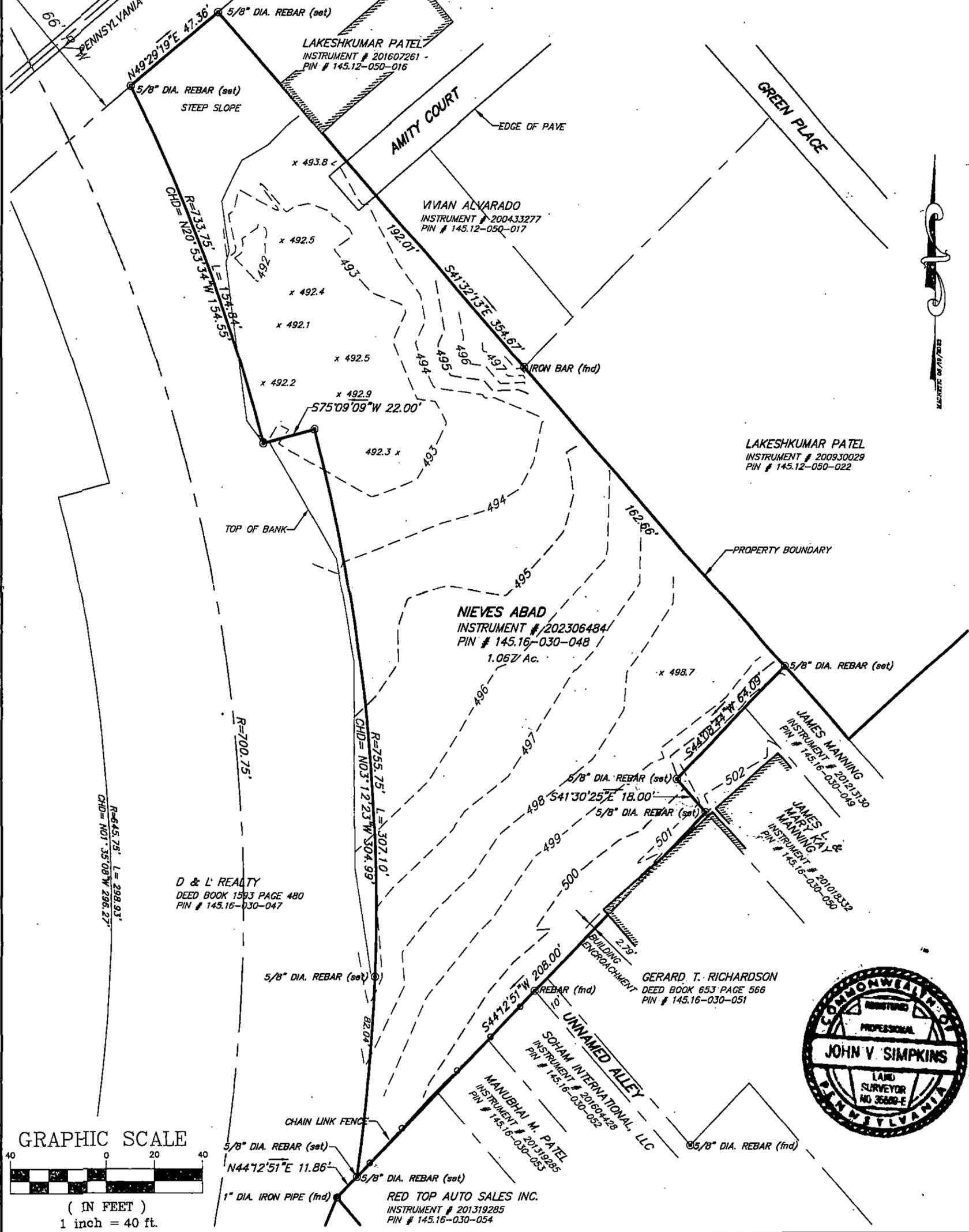
Rosemary Chiavetta
Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor North
P.O BOX 3265
Harrisburg, PA 17105-3265

Date: April 4, 2024

DATE OF DEPOSIT
APR 4 2024
PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU
PENNSYLVANIA NORTHEAST REGIONAL
INSTRUMENT # 200614710
PIN # 145.16-RR-001

COUNTY DEED BOOK 6543 PAGE 570.
MAP TITLED "RIGHT-OF-WAY AND TRACK MAP - THE DELAWARE LACKAWANNA AND WESTERN R.R. CO DIAMOND BRANCH STATION OPERATED BY THE DELAWARE LACKAWANNA AND WESTERN R.R. CO DIAMOND BRANCH STATION 7656+00 TO STATION 7708+80" DATED JUNE 30, 1918 (VALUATION MAP # V21/DIAMOND 211).
GROUND ELEVATIONS SHOWN HEREON ARE BASED ON AN ARBITRARY DATUM.



CAD FILE:	DWN BY:	JVS	PROPERTY BOUNDARY/TOPO SURVEY MAP	KBA
	APP BY:	JJM		
C-1 1 OF 1	JOB NO:	6448	TITLE:	KBA Engineering, p.c. engineers - architects - construction managers 25 South Washington Avenue Jermyn, Pennsylvania 18433 (570) 876-5744 www.kbapc.net
	DATE:	09/05/2023		
NIEVES ABAD 837 REAR CAROUSE AVENUE CITY OF SCRANTON - LACKAWANNA COUNTY, PA			SCALE:	



EX-5-0-1-28A

57334

N42685

DATE OF REQUEST

APR 4 2024

PUBLIC TRUST
SECRETARY OF STATE



EX 5-01-28

DATE OF DEPOSIT

APR 4 2028

PAID TO THE ORDER OF
RECEIVED IN FULL



EXHIBIT 22C



WY-0.1 + 0.0



DATE OF DEPOSIT

APR - 4 2014

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

151 XE-0-1 MB



Exhibit 3C



Exhibit 30



DATE OF DEPOSIT

4-17-2009

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Exhibit 3E



DATE OF DEPOSIT

APR - 4 2024

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Exhibit 4A



Exhibit 4B



DATE OF DEPOSIT

APR - 4 - 2014

PA PUBLIC UTILITY COMMISSION
SECRETARY'S OFFICE

Exhibit 4C



DATE OF DEPOSIT

199 - 1 / 02

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Exhibit JA



Exhibit 5B



Exhibit 5c



Exhibit 5D

Exhibit GA



Exhibit GB



Nieves Abad
747 Delaware St
Forest City PA 18421
Marjua3@aol.com
631-575-2348

PPL Electric Utilities Corp
TWO NORTH NINTH STREET
Allentown, PA 18101

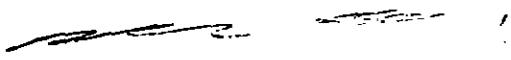
NOTICE TO REMOVE POLES

To whom this may concern,

This is a notice to PPL to remove all poles located at 837 Rear Capouse Scranton PA 18509. We have contacted PPL multiple times by phone, and made work orders with PPL that went unanswered or were denied in regards to the poles. This is notice that PPL will be charged \$100.00 per pole, per week starting the week of May 1, 2023 until these poles are removed or a proper easement agreement is obtained by the land owner. Please contact me to discuss further regarding this matter at the information listed above.

Pole number's- 57334 N42685, 57339 N46273, 57327 N46297, 57320 N46302, 571316
N46296

Regards,


Nieves Abad
Dated - 05/01/2023

DATE OF DEPOSIT

APR - 4 2024

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Exhibit 7

Nieves Abad
747 Delaware St
Forest City PA 18421
Maritua3@aol.com
631-575-2348

PPL Electric Utilities Corp
TWO NORTH NINTH STREET
Allentown, PA 18101

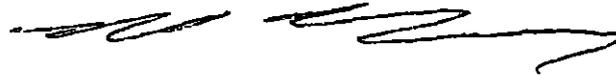
SECOND NOTICE

To whom this may concern,

On April 25, 2023 I purchased the property at 837 Rear Capouse Ave Scranton PA, 18421. I contacted PPL asking them to remove five poles off of my property that did not have a legal right of way , and no legal right to remain on my property. I am requesting all five poles be removed from the property immediately as well as compensation for \$100.00 per pole, per week since the week of May 1, 2023. Please contact me at the number above to discuss further.

Pole number's- 57334 N42685, 57339 N46273, 57327 N46297, 57320 N46302, 571316
N46296

Regards,



Nieves Abad
Dated- 02/19/2024

RE: 837 Rear Capouse Ave
Scranton PA 18509

Exhibit 8

I have put in several work orders to PPL Electric Utilities Corporation as well as the forestry department that went unanswered since as early as March, 2023. When negotiations started between the city of Scranton and I for the sale of property, I started working on the property and calling PPL to remove the poles so there would be no issues while removing large trees. The work orders I put in with PPL are as follows:

- 1.#58719831
- 2.#58716668
- 3.#58716671
- 4.#58719830
- 5.#58730565
6. Service Inquiry #327197674

All of these work orders and inquiries were done using contractor # 580218.

Exhibit 9



1 selected

Cancel

Emails Photos Documents

- Sent
- Received
- Starred
- Unread

FEBRUARY

Me 2/13/24

Re: 2023-00661 & 2023-00453
 Hi I recieved these letters attached and I a...

Sent/martjua3@aol.com

Me 2/8/24

Re: 2023-00661 & 2023-00453
 Hi I recieved these letters attached and I a...

Sent/martjua3@aol.com

Me Draft 2/8/24

(No Subject)
 Hi I recieved these letters attached and I a...

Drafts/martjua3@aol.com

Me 2/6/24

2023-00661 & 2023-00453
 Hi I recieved these letters attached and I a...

Sent/martjua3@aol.com

2023

Me 6/15/23

837 rear capouse ave scranton pa
 On April 3, 2023 I opened a claim number...

Sent/martjua3@aol.com

- Delete
- Archive
- Move
- Mark as unread
- Star

Exhibit 10a

< @ogcpropertydamage@pplweb.com

Emails Photos Documents

- Sent
- Received
- Starred
- Unread

MARCH Edit

Me 3/13/24
 Claim number 2023-00661 &2023-00453
 Hi how are you, my name is Nieves Abad I... ☆
 Sent/martjua3@aol.com

FEBRUARY

Me 2/19/24
 Re: 2023-00661 & 2023-00453
 Hi I recieved these letters attached and I a... ☆
 Sent/martjua3@aol.com

Me 2/14/24
 Re: 2023-00661 & 2023-00453
 Hi I recieved these letters attached and I a... ☆
 Sent/martjua3@aol.com

Me 2/13/24
 Re: 2023-00661 & 2023-00453
 Hi I recieved these letters attached and I a... ☆
 Sent/martjua3@aol.com

Me 2/8/24
 Re: 2023-00661 & 2023-00453
 Hi I recieved these letters attached and I a... ☆
 Sent/martjua3@aol.com

Me Draft 2/8/24
 (No Subject)
 Hi I recieved these letters attached and I a... ☆

Exhibit 10B

Quitclaim Deed

THIS DEED, made the 25th day of April, 2023, between the LACKAWANNA COUNTY LAND BANK, a body corporate and politic, as authorized under the provisions of 68 Pa.C.S.A. § 2101 et.seq., of 123 Wyoming Avenue, 5th Floor, Scranton PA 18503.

GRANTOR

AND

NIEVES ABAD, of 747 Delaware Street, Forest City PA 18443.

GRANTEE

WITNESSETH, that in the consideration of Five Hundred Dollars (\$500.00), in hand paid, the receipt whereof is hereby acknowledged, the said Grantor does hereby release and quit claim to the said Grantee:

ALL THOSE CERTAIN lots, pieces or parcels of land situate in Scranton, County of Lackawanna, and State of Pennsylvania, described in Schedule 'A' attached hereto.

SUBJECT to the same exceptions and reservations as are contained in former deeds in the line of title, including the following: FOR A PERIOD OF FIVE (5) YEARS FROM THE DATE OF THIS DEED, THE GRANTEE(S), THEIR AND ASSIGNS MAY NOT SELL, TRANSFER OR CONVEY THIS PROPERTY WITHOUT WRITTEN APPROVAL OF THE LACKAWANNA COUNTY LAND BANK BOARD OF DIRECTORS.

BEING the same premises transferred from the Tax Claim Bureau of Lackawanna County to The Lackawanna County Land Bank by deed dated April 13, 2023 and recorded in the Office of the Recorder of Deeds of Lackawanna County on April 19, 2023 as Instrument Number 202305383.

This property is also known as 837 Rear Capouse Avenue, Scranton, PA Lackawanna County Tax Map # 14516-030-048.

THIS DOCUMENT MAY NOT/DOES NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE, CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT

DATE OF DEPOSIT

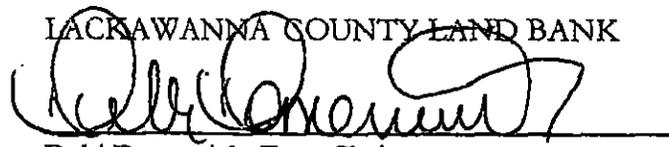
APR - 4 2024

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Exhibit 11

IN WITNESS WHEREOF said Grantors have hereunto caused this Deed to be executed by the Chairman of the Lackawanna County Land Bank the day and year first above written.

LACKAWANNA COUNTY LAND BANK



Debi Domenick, Esq., Chairwoman

COMMONWEALTH OF PENNSYLVANIA :
: ss
COUNTY OF LACKAWANNA :

On this 1st day of April, 2023 personally appeared before me, the Clerk of Judicial Records of Lackawanna County, Pennsylvania, Debi Domenick, Esq, known to me to be the person whose signature is affixed to the foregoing deed, and acknowledged to be the Chairman of the Lackawanna County Land Bank, and that as such Chairwoman, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Lackawanna County Land Bank as Chairwoman.

Witness my hand and official seal the day and year aforesaid.

My Commission Expires:


Mauri B. Kelly, Clerk of Judicial Records

DEBI DOMENICK
CLERK OF JUDICIAL RECORDS
COUNTY OF LACKAWANNA
PENNSYLVANIA
1000 MARKET STREET
LACKAWANNA, PA 17043

CERTIFICATE OF RESIDENCE

It is hereby certified that the precise address of the Grantee named in the foregoing Deed is:

747 DELAWARE STREET
FOURTH CITY, PA 18443



Grantee

SCHEDULE A

DEED DESCRIPTION

837 Rear Capouse Avenue., Scranton, PA, 18509, Tax Map # 14516030048

All that certain piece or parcel of land comprising approximately one and four one hundredths (1.04) acres in block No. Twenty-three (23), in the 7th Ward of the City of Scranton.

Beginning at a section of steel rail set for a corner in the division line of lands of the so-called "Phelps & Winton" and "Quick & Sivally" tracts (which tracts are subdivisions of certified Providence lot No. Thirty-three (33), said corner being distant along said division line in a northwesterly direction one hundred ninety-eight (198) feet from the fence line on the northwesterly side of Capouse Avenue; thence southwesterly along the rear of a lot now or late owned by J. Ryan, Sixty (60) Feet to a section of steel rail set for a corner; thence southeasterly along a side line of said Ryan's lot eighteen (18) feet to a section of steel rail set for a corner; thence southwesterly along the rear line of lots now or late owned by M. Simon, S. Hagen, B. Nealon and A. Turnbull, Two Hundred Eight (208) Feet to its intersection with the right of way line on the northeasterly side of the Diamond Mine branch of the Delaware, Lackawanna & Western Railroad; thence northwesterly along said right of way line to its intersection with the right of way line on the southeasterly side of the Delaware & Hudson Canal Company's Railroad; thence northeasterly along said right of way line, Forty-eight

(48) Feet to its intersection with the division land line first above mentioned; thence southeasterly along said line Three Hundred Fifty-three (353) Feet to the place of beginning. Containing One and Four one hundredths (1.04) Acres of land, be the same more or less.

This conveyance is made subject to all the covenants, conditions, exceptions, restrictions and reservations contained in or referred to in prior deeds in line of title.

SCHEDULE "A"

**Tax Map # 14516-030-048
837 Rear Capouse Avenue
Scranton, PA**

REV-183

BUREAU OF INDIVIDUAL TAXES
PO BOX 280603
HARRISBURG, PA 17128-0603

**REALTY TRANSFER TAX
STATEMENT OF VALUE**
COMPLETE EACH SECTION

State Tax Paid:

Book:

Page:

Instrument Number:

Date Recorded:

SECTION I - TRANSFER DATA

Date of Acceptance of Document <i>4/23/2003</i>			
Grantor(s)/Lessor(s) Lackawanna County Land Bank	Telephone Number 570-963-6830	Grantee(s)/Lessee(s) Nieves Abad	Telephone Number 631-575-2348
Mailing Address 123 Wyoming Avenue, 5th Floor		Mailing Address 747 Delaware Street	
City Scranton	State PA	ZIP Code 18503	City Forest City
	State PA	ZIP Code 18443	

SECTION II - REAL ESTATE LOCATION

Street Address 837 Rear Capouse Avenue	City, Township, Borough Scranton
County Lackawanna	School District Scranton School District
	Tax Parcel Number 14516-030-048

SECTION III - VALUATION DATA

Was transaction part of an assignment or relocation? YES NO

1. Actual Cash Consideration 500.00	2. Other Consideration + 0.00	3. Total Consideration = 500.00
4. County Assessed Value 5,648.00	5. Common Level Ratio Factor x 12.20	6. Computed Value = 68,905.60

SECTION IV - EXEMPTION DATA - Refer to instructions for exemption status.

1a. Amount of Exemption Claimed \$ 68,905.60	1b. Percentage of Grantor's Interest in Real Estate 100.00 %	1c. Percentage of Grantor's Interest Conveyed 100.00 %
---	---	---

2. Check Appropriate Box Below for Exemption Claimed.

Will or intestate succession. _____
(Name of Decedent) (Estate File Number)

Transfer to a trust. (Attach complete copy of trust agreement and all amendments.)

Transfer from a trust. (Attach complete copy of trust agreement and all amendments.)

Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)

Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)

Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)

Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)

Statutory corporate consolidation, merger or division. (Attach copy of articles.)

Other (Provide a detailed explanation of exemption claimed. If more space is needed attach additional sheets.)
72 P.S. §8102-C.3(24) Land Bank

SECTION V - CORRESPONDENT INFORMATION - All inquiries may be directed to the following person:

Name Joseph S. Colbassani, Esquire	Telephone Number (570) 961-1616
Mailing Address 700 Vine Street	City Scranton
	State PA
	ZIP Code 18510

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party <i>[Signature]</i>	Date <i>4/23/2003</i>
---	--------------------------

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.

This Deed,

Made the 24th day of February in the year of our
Lord one thousand nine hundred and Seventy-seven

Between ANNA PRYIMA, Widow, of the Borough of Dalton, County of
Lackawanna and State of Pennsylvania, hereinafter called the
GRANTOR

AND

REAL ESTATE TECHNOLOGY CORPORATION OF PENNSYLVANIA,
a Pennsylvania Corporation having its principal place of business
in the City of Scranton, County of Lackawanna and State of Pennsyl-
vania, hereinafter called the GRANTEE

Witnesseth, that in consideration of Two thousand (\$2,000.00) Dollars

in hand paid, the receipt whereof is hereby acknowledged, the Grantor do es
hereby grant and convey to the said Grantee its/ ^{successors} heirs and Assigns.

All that certain piece or parcel of land comprising approximately
one and four one hundredths (1.04) acres in block No. Twenty-three
(23), in the 7th Ward of the City of Scranton, improved with two
tenement houses, bounded and described as follows:

Beginning at a section of steel rail set for a corner
in the division line of lands of the so-called "Phelps &
Winton" and "Quick & Sively" tracts (which tracts are
subdivisions of certified Providence lot No. Thirty-three
(33), said corner being distant along said division line
in a northwesterly direction one hundred ninety-eight (198)
feet from the fence line on the northwesterly side of
Capouse Avenue; thence southwesterly along the rear of a
lot now or late owned by J. Ryan, Sixty (60) Feet to a
section of steel rail set for a corner; thence southeasterly
along a side line of said Ryan's lot eighteen (18) feet to
a section of steel rail set for a corner; thence southwesterly
along the rear line of lots now or late owned by M. Simon,
S. Hagen, B. Nealon and A. Turnbull, Two Hundred Eight
(208) Feet to its intersection with the right of way line
on the northeasterly side of the Diamond Mine branch of the
Delaware, Lackawanna & Western Railroad; thence north-
westerly along said right of way line to its intersection
with the right of way line on the southeasterly side of
the Delaware & Hudson Canal Company's Railroad; thence
northeasterly along said right of way line, Forty-eight

BOOK 504 PAGE 346

DATE OF DEPOSIT

APR - 4 2024

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

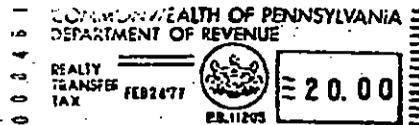
2114
20168
L
Exhibit 12

5129
↓
(48) Feet to its intersection with the division land line first above mentioned; thence southeasterly along said line Three Hundred Fifty-three (353) Feet to the place of beginning. Containing One and Four one-hundredths (1.04) Acres of land, be the same more or less. ← 139 ACRES

This conveyance is made subject to all the covenants, conditions, exceptions, restrictions and reservations contained in or referred to in prior deeds in line of title.

The above described premises is improved with a three-family frame dwelling situated and commonly known as Rear 837 Capouse Avenue, Scranton, Pennsylvania.

Being the same premises conveyed by Jerome M. Dano and Thelma M. Mesko, Executors under the last Will and Testament of John Dano, deceased, et al to William Pryima and Anna Pryima, his wife, by deed dated July 19, 1969 and recorded on April 29, 1976 in the Lackawanna County Recorder of Deeds Office in Deed Book 878, Page 744. The said William Pryima died on March 15, 1975, thereby vesting fee simple title in his surviving spouse, the said Anna Pryima, Grantor herein, by operation of Law.



NOTICE

"This document does not sell, convey, transfer, include or insure the title to the coal and right of support underneath the surface land described or referred to herein, and the owner or owners of such coal have the complete legal right to remove all of such coal and, in that connection, damage may result to the surface of the land and any house, building or other structure on or in such land."

The inclusion of this notice does not enlarge, restrict or modify any legal rights or estates otherwise created, transferred, excepted or reserved by this instrument.

BOOK 504 PAGE 347

State of
County of

ss.

On this, the

day of A.D. 19 before me
the undersigned officer, personally appeared

known to me (or satisfactorily
proven) to be the person whose name subscribed to the within in-
strument, and acknowledged that he executed the same for the purposes
therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

Title of Officer

I Hereby Certify, that the precise residence of the Grantee *718 Bank*
St. Scranton, Pa.

Daniel J. Kelleher

Warranty Deed

Act 1909

From

ANNA PRYMA, WIDOW

FILED FOR RECORD

FEB 24 12 37 P M 77

FEE \$10 STAMP

STATE TAX 20.00

city 20.00

school 10.00

REAL ESTATE TECHNOLOGY

CORPORATION OF PENNSYLVANIA

DANIEL J. KELLEHER, ESQ.
Oak Street & N. Keyser Ave.
Scranton, Penna. 18508

Daniel J. Kelleher

Notary Public

Scranton, Pa.

Notary Public

Lebanon, Pa. Association-Form No. 1

Commonwealth of Pennsylvania }
County of Lacka. } ss.

Recorded on this 24th day of Feb., A.D. 19 77, in the
Recorder's Office of the said County in Deed Book No. 904. Pages 345-348
Incl.

Given under my hand and the seal of the said Office the date above written.

Anne Marie Legare

Recorder

BOOK 904 PAGE 345

And the said Grantor Will Warrant Generally the property hereby conveyed.

In Witness Whereof, the Grantor has hereunto set her hand and seal the day and year first above written.

Signed, Sealed and Delivered
in the presence of

Anna Pryima

Anna Pryima

Ernest J. Kelleher, Jr.

MUNICIPALITY *Scranton*
TRANSFER TAX DED. *20.00*
AGENT *Anna Pryima*

MUNICIPALITY *Scranton*
TRANSFER TAX DED. *10.00*
AGENT *Anna Pryima*

Commonwealth of Pennsylvania } ss.
County of LACKAWANNA }

On this, the 24th day of February A.D. 1977, before me
the undersigned officer, personally appeared

ANNA PRYIMA, Widow, Grantor herein,

known to me (or satisfactorily
proven) to be the person whose name is subscribed to the within in-
strument, and acknowledged that she executed the same for the purposes
therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

BOOK S04 PAGE 348

Daniel J. Kelleher
DANIEL J. KELLEHER

Notary Public

Title of Officer

My Commission expires Aug. 28. 1978.

This Indenture, Made the Seventeenth
 day of November in the year of our Lord
 1899. Between Winnifred N. Row of the County of
Dauphin, County of Dauphin, State of Pennsylvania,
and The Ontario, Baltimore and
Baltimore Railway Company, duly incorporated, party
 of the second part: Witnesseth, That the said party of the first part, for and in consideration of the sum of
Three hundred dollars (\$300)

lawful money of the United States of America, well and truly paid by the said party of the second part
 to the said party of the first part, at and before the enrolling and delivery of these presents, the receipt
 whereof is hereby acknowledged, have granted, bargained, sold, aliened, enfeoffed, released, conveyed
 and confirmed, and by these presents do grant, bargain, sell, alien, enfeoff, release, convey and confirm
 unto the said party of the second part, his heirs and assigns, successors and assigns

All that lot, piece or parcel of land situate,
 lying and being in the County of Dauphin, State of Pennsylvania, bounded and described as follows:
 containing a front of fifty feet southward on Bruck
Street, bounded northward at right angles to said street
 one hundred and fifty feet by lot numbered seven on said
 street, northward parallel with said street, fifty feet by
 the northwesterly line of land of the party of the first part,
 and southward at right angles to Bruck Street, one hundred
 and fifty feet by lot numbered thirteen on said street, comprising
 lot numbered fifteen (No. 15) on Bruck Street, as the same
 is represented and designated on a map of lands of
 Western and other names at the Dauphin County Property
 being the same premises conveyed by Charles D. Weston
 and others to said Winnifred N. Row by deed dated Nov.
 13th 1899, intended to be recorded hereafter. And the said
 parties of the first part for themselves their heirs, executors
 and administrators do hereby covenant and agree to and
 with the said The Ontario, Baltimore and Baltimore Rail
way Company, its successors and assigns, that they will
 and do hereby release and forever discharge the said railway
 company, its successors, heirs and assigns, of and from
 all damages of whatever kind or nature and whether direct
 or consequential, which they may have sustained or may
 hereafter sustain by reason of the location, construction or
 operation of a railway upon the land hereby conveyed or upon
 any land adjoining the same, or upon the street here front-
 icking, or by reason of any change in grade upon said street.

Together with all and singular, the buildings, improvements, woods, ways, rights, liberties, privileges, hereditaments, and appurtenances, to the same belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part and parcel thereof: And also, all the estate, right, title, interest, property, possession, claim and demand whatsoever, both in law and equity, of the said part ~~ice~~ of the first part, of, in and to the said premises, with the appurtenances.

To have and to hold the said premises, with all and singular the appurtenances unto the said part ~~y~~ of the second part, ~~ice~~ ~~ice~~ and assigns, to the only proper use, benefit and behoof of the said part ~~y~~ of the second part, ~~ice~~ ~~ice~~ and assigns forever.

And the said Parties of the first part, for themselves, their heirs, executors and administrators, do by these presents, covenant, grant and agree to and with the said part ~~y~~ of the second part ~~ice~~ ~~ice~~ and assigns forever, that ~~they~~ the said Parties of the first part their heirs, all and singular the hereditaments and premises herein above described and granted, or mentioned and intended so to be, with the appurtenances, unto the said part ~~y~~ of the second part, ~~ice~~ ~~ice~~ and assigns, against them the said Parties of the first part their heirs, and against all and every other person or persons whomsoever lawfully claiming or to claim the same or any part thereof, ~~by~~ from or under them or either of them.

SHALL AND WILL

Warrant and forever Defend.

In Witness Whereof, the said part ~~ice~~ of the first part to these presents hereunto set their hands and seals. Dated the day and year first above written.

Signed, sealed and delivered in the presence of

Dr. James also to her & her marks
F. to, Kitchener

Winifred X Noxon [L.S.]
Patrick X Noxon [L.S.]

Received the day of the date of the above Indenture, of the above named

H. J. Publicer
Blind or to

STATE OF Pennsylvania } ss:
COUNTY OF ~~the~~ ~~William~~ ~~anna~~ ~~a~~

On the ~~17~~ ~~th~~ day of ~~November~~ Anno Domini, 1899, before me, a Notary Public of the State of Pennsylvania residing in the City of ~~Sharon~~ in said County personally appeared the above named Winifred Noxon and Patrick Noxon

and in due form of law acknowledged the above Indenture to be their good and lawful act and deed, and desired the same might be recorded as such; and the said Winifred Noxon

being of full age, and separate and apart from her said husband by me thereon privately examined, and the full contents of the above deed being by me first made known unto her, did thereupon declare and say that she did voluntarily and of her own free will and accord, sign, seal, and as her act and deed, deliver the above written Indenture, Deed, or Conveyance, without any coercion or compulsion of her said husband.

Witness my hand and Official seal the day and year aforesaid.

F. to Kitchener

Recorded Nov. 17/1899

Notary Public



TWO NORTH NINTH STREET
ALLENTOWN PA 18101-1179

INVOICE NUMBER
91130032-3

INVOICE DATE
08/15/23

TOTAL AMOUNT
3,176.24

NIEVES P. ABAD
747 DELAWARE ST.
FOREST CITY, PA 18421

PPL CONTROL ACCOUNT: 014350

MAKE CHECKS PAYABLE TO:
PPL Electric Utilities Corp

--- 3 3900031762490003176249 9113003200

AMOUNT PAID

TO INSURE PROPER CREDIT, PLEASE RETURN THIS PORTION WITH PAYMENT IN ENCLOSED ENVELOPE
TO: PPL CORPORATION PO BOX 25222 LEHIGH VALLEY, PA 18002-5222

NIEVES P. ABAD
747 DELAWARE ST.
FOREST CITY, PA 18421

REFER ALL INQUIRIES TO:
OGC Claims Office 800-748-7104

PLEASE REFER TO THIS NUMBER WHEN
CALLING OR WRITING: 91130032-3

ITEM	DESCRIPTION	AMOUNT
1	Property Damage Cost of repairing damage to our property located at Amity Court, Scranton, PA Incident date: April 13, 2023 WR # 58718837 Claim # 2023-00453	0.00
2	Labor	1,785.21
3	Vehicle Usage Charges	253.36
4	Materials	1,167.67
Payment Due: Net 30		

91130032-3
INVOICE NUMBER

08/15/23
INVOICE DATE

3,176.24
TOTAL AMOUNT

PPL Electric Utilities Corp
TWO NORTH NINTH STREET, ALLENTOWN, PA 18101-1179
087136000000035

DATE OF DEPOSIT

APR - 4 2024

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Exhibit 13

Business Use



INVOICE NUMBER
91130033-3

INVOICE DATE
08/15/23

TOTAL AMOUNT
1,685.21

NIEVES P. ABAD
747 DELAWARE ST.
FOREST CITY, PA 18421

PPL CONTROL ACCOUNT: 014350

MAKE CHECKS PAYABLE TO:
PPL Electric Utilities Corp

--- 3 4100016852110001685218 9113003300

AMOUNT PAID

TO INSURE PROPER CREDIT, PLEASE RETURN THIS PORTION WITH PAYMENT IN ENCLOSED ENVELOPE
TO: PPL CORPORATION PO BOX 25222 LEHIGH VALLEY, PA 18002-5222

NIEVES P. ABAD
747 DELAWARE ST.
FOREST CITY, PA 18421

REFER ALL INQUIRIES TO:
OGC Claims Office 800-748-7104

PLEASE REFER TO THIS NUMBER WHEN
CALLING OR WRITING: 91130033-3

ITEM	DESCRIPTION	AMOUNT
1	Property Damage Cost of repairing damage to our property located at Amity Court, Scranton, PA Incident date: May 25, 2023 WR # 58724132 Claim # 2023-00661	0.00
2	Labor	1,863.00
3	Vehicle Usage Charges	122.21

Payment Due: Net 30

91130033-3
INVOICE NUMBER

08/15/23
INVOICE DATE

1,685.21
TOTAL AMOUNT

PPL Electric Utilities Corp
TWO NORTH NINTH STREET, ALLENTOWN, PA 18101-1179
08713000000036

DATE OF DEPOSIT

APR - 4 2024

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Business Use

Exhibit 14



QUOTE NUMBER
81036584-3

QUOTE DATE
06/07/23

TOTAL AMOUNT
4,128.00

NIEVES ABAD
747 DELAWARE
FOREST CITY, PA 18421

MAKE CHECKS PAYABLE TO: PPL Electric Utilities Corp OR please see attached
ACH Enrollment Form to pay electronically through your Banking Institution.

--- 3 2000041280000004128008 8103658400

AMOUNT PAID

TO INSURE PROPER CREDIT, PLEASE RETURN THIS PORTION WITH PAYMENT IN ENCLOSED ENVELOPE
TO: PPL CORPORATION PO BOX 25222 LEHIGH VALLEY, PA 18002-5222

NIEVES ABAD
747 DELAWARE
FOREST CITY, PA 18421

REFER ALL INQUIRIES TO:
Customer Care Center 800-342-5775

PLEASE REFER TO THIS NUMBER WHEN
CALLING OR WRITING: 81036584-3

ITEM	DESCRIPTION	AMOUNT
1	RELOCATION COSTS PPL cost to relocate 2 poles and 1PH overhead secondary	4,128.00

12952883-10 Relocate 2 poles and overhead
secondary.

Payment Due: Upon Receipt

DATE OF DEPOSIT
APR - 4 2024
PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

81036584-3
QUOTE NUMBER

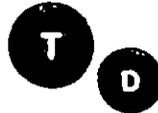
06/07/23
QUOTE DATE

4,128.00
TOTAL AMOUNT

PPL Electric Utilities Corp
TWO NORTH NINTH STREET, ALLENTOWN, PA 18101-1179
08616000000004

Exhibit 15A

3:35



2 People >

Text Message
Tue, Jun 6 at 10:01 AM

Tom Ppl Supervisor Capouse Ave

Nieves,
I'm not sure if you were able to talk with adjacent property owner. In case we can't go that route, I ran an estimate to relocate the poles to the property line. The actual cost is \$9,287. PPL has agreed to charge direct cost of \$4,128 since it serves other customers. I'll get a right of way drawing to Dan Walker.
Thanks

T Tom

Ok sounds good

DATE OF DEPOSIT

APR - 4 2024

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

+ Text Message



Exhibit 15B _____

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Nieves Abad, :
 :
 Complainant, :
 :
 v. : Docket No. C-2024-3047163
 :
 PPL Electric Utilities Corporation, :
 :
 Respondent. :

**ANSWER ^{to} OF PPL ELECTRIC UTILITIES
CORPORATION TO THE ~~COMPLAINT OF NIEVES ABAD~~
*Preliminary Objections***

TO THE PENNSYLVANIA PUBLIC UTILITY COMMISSION:

Nieves Abad
~~PPL Electric Utilities Corporation~~ ("PPL Electric" or the "Company") files this Answer to *Preliminary Objections*
~~the Complaint of Nieves Abad~~ ("Complainant") pursuant to Section 5.61 of the Pennsylvania Public Utility Commission's ("Commission") regulations, 52 Pa. Code § 5.61, and responds to each of the separately-numbered paragraphs as follows:

ANSWER

1. Admitted.
2. Denied as stated. The Company's full name is PPL Electric Utilities Corporation.
3. Admitted.
4. Admitted in part and denied in part. It is admitted that the Company's records indicate five utility poles are on or near the Complainant's property at 837 Rear Capouse Avenue, Scranton, Pennsylvania 18509. The utility poles are Pole 57327N46297, Pole 57320N46302, Pole 57317N46297, Pole 57334N42685, and Pole 57339N46273. Under information and belief Pole

DATE OF DEPOSIT

APR - 4 2024

27136095v1

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

57320N46302 is in the public Right-of-Way. It is admitted the other four poles are located on the Complainant's property. It is further admitted the other three poles are on the Complainant's property without a signed Right-of-Way Agreement. PPL Electric is without sufficient knowledge as to the "future building space" that the Complainant references, and, therefore, denies the same. It is denied that PPL Electric has "refused to move these two poles." It is further denied that PPL Electric "wants to charge \$4,128 for the removal of the poles." It is also denied that PPL Electric is required "to pay any fees associated with keeping the poles on property." It is further denied that PPL Electric refused to "obtain a legal right of way with land owner."

By way of further response, the Complainant contacted the Company on April 21, 2023, to request Pole 7334N42685 and Pole 57339N46273 be relocated. The Company assigned that request work order # 12952883. While the Company was evaluating the Complainant's request, the Company became aware that the Complainant was performing tree removal on his property. On April 13, 2023, the Complainant's tree removal actions resulted in disruptions to the Company's electric service and damage to its facilities, requiring the Company to respond to the area to restore power. Shortly thereafter, a PPL Electric Design Technician spoke to the Complainant to advise him to conduct any tree removal carefully to avoid damage to the Company's equipment and facilities. On May 25, 2023, the Complainant's further tree removal actions resulted in disruptions to the Company's electric service and damage to its facilities, requiring the Company to respond to the area to restore power. On August 15, 2023, the Company sent the Complainant two invoices totaling \$4,861.45 for the damage caused by the Complainant's tree removal actions.

By way of further response, in April 2023 the Company's right-of-way agent spoke to the Complainant and advised the Complainant that if he wanted the poles in question moved, he

would have to pay for the relocation. On April 28, 2023, the Complainant met with the Company, and the Company stated it would be willing to move the poles at the Complainant's expense. On August 25, 2023, the Company sent the Complainant a Grant of Right-of-Way for signature for the redesign and relocation of the two poles to a different portion of the Complainant's property. The Company is willing and able to proceed with the pole relocation project when it receives payment for the \$4,861.45 invoices sent to the Complainant on August 15, 2023. Lastly, PPL Electric notes that Pole 57317N46297 is the subject of a Right-of-Way Agreement, dated June 28, 1979, between PPL Electric and Real Estate Technology Corporation.

In further response, PPL Electric incorporates Paragraph 5, *infra*, as though fully set forth herein.

5. Admitted in part and denied in part. The averments contained in Paragraph 5 of the Complaint are requests for relief to which no responsive pleading is required. To the extent a response is deemed necessary, PPL Electric denies that the Complainant is entitled to the relief requested. It is denied the Company is required to pay "compensation in the amount of \$100 per pole, per week since May 1, 2023." Indeed, the Commission is without jurisdiction to award damages. It is denied that Pole 57327N46297, Pole 57320N46302, Pole 57317N46297, Pole 57334N42685, and Pole 57339N46273 should "be removed from the property immediately." It is admitted that the Complainant seeks "resolution in regards to a fair right of way with [PPL Electric]". It is denied that "all future upgrades needed to build . . . new wires be full responsibility of [PPL Electric]." It is denied that the invoice rendered by PPL Electric to the Complainant due to the damage to the Company's facilities caused by the Complainant's tree removal actions between April 13, 2023 and May 25, 2023 should "be dismissed." It is admitted the Complainant contacted the Company to discuss moving the poles, and it is admitted the Company created

associated work orders for the proposed relocation. The Company is without sufficient knowledge to admit whether the Complainant contacted the Company's forestry department. It is denied that "no damage" occurred to the poles or to the Company's equipment or facilities as a result of the Complainant's tree removal activity.

In further response, PPL Electric incorporates Paragraph 4, *supra*, as though fully set forth herein.

6. Paragraph 6 of the Complaint relates to Protection from Abuse orders, to which no responsive pleading is required.

7. Admitted in part and denied in part. Specifically, it is denied that the Complaint is a timely appeal of a decision by the Commission's Bureau of Consumer Services ("BCS"). It is admitted the Complainant has spoken to the Company about the subject of his Complaint. PPL Electric has attempted to be responsive to all contacts and communications from the Complainant in order to find a mutually acceptable resolution of the subject of the Complaint. PPL Electric lacks sufficient knowledge or information as to the Complainant's contacts with other government entities and, therefore, denies the same.

By way of further response, on January 8, 2024, the Complainant filed an informal complaint with the Commission's BCS at BCS Case No. 3960946 about the same subject of this Formal Complaint. The Commission's BCS dismissed the informal complaint on February 5, 2024.

In further response, PPL Electric incorporates Paragraphs 4 and 5, *supra*, as though fully set forth herein.

8. Paragraph 8 relates to methods for filing the Complaint, to which no responsive pleading is required.

9. Paragraph 9 relates to the Complainant's preferred methods of service, to which no responsive pleading is required.

10. Paragraph 10 pertains to the Complainant's legal representation, to which no responsive pleading is required.

11. Paragraph 11 sets forth the verification and signature, to which no responsive pleading is required.

Nieves Abad

WHEREFORE, PPL ~~Electric Utilities Corporation~~ respectfully requests that the ~~Complaint of Nieves Abad~~ ^{Primary Objections} be denied in its entirety and with prejudice as against PPL Electric Utilities Corporation.

Respectfully submitted,

~~Kimberly A. Klock (ID # 89716)
Michael J. Shafer (ID # 205681)
PPL Services Corporation
Two North Ninth Street
Allentown, PA 18101
Phone: 610-774-2599
Fax: 610-774-4102
E-mail: kklock@pplweb.com
mjshafer@pplweb.com~~

~~Peter Kramer
Devin T. Ryan (ID # 316602)
Peter J. Kramer (ID # 331797)
Nicholas A. Stobbe (ID # 329583)
Post & Schell, P.C.
17 North Second Street, 12th Floor
Harrisburg, PA 17101-1601
Phone: 717-731-1970
Fax: 717-731-1985
E-mail: dryan@postschell.com
pkramer@postschell.com
nstobbe@postschell.com~~

~~Date: March 27, 2024~~
April 1, 2024

~~Attorneys for PPL Electric Utilities Corporation~~

Nieves Abad
// Ad Info //

VERIFICATION

I, COURTNEY ASTEAK, being a Reliability Supervisor at PPL
~~Electric Utilities Corporation~~, hereby state that the facts above set forth are
true and correct to the best of my knowledge, information and belief and
that I expect PPL ^{Electric} ~~Electric Utilities Corporation~~ 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.

March 27, 2024

X *CAsteak*

Courtney Asteak

Nieves Abad
747 Delaware St
Forest City PA



Rosemary Chiavetta
Secretary

RECEIVED

APR 10 2024

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor North
P.O. Box 3265
Harrisburg PA 17105-3265