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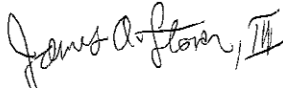
David A. Salapa, Administrative Law Judge
Administrative Law Judge
P.O. Box 3265
Harrisburg, PA17105-3265

Re: **James A. Stoner, III v. PPL Electric Utilities Corporation**
Docket No. C-2013-2385588

Dear Judge Salapa:

Enclosed for filing is the Response to the Answer of PPL Electric Utilities Corporation to my complaint in the above referenced proceeding.

Respectfully submitted,

A handwritten signature in black ink that reads "James A. Stoner, III". The signature is written in a cursive style with a clear "III" at the end.

James A. Stoner, III

cc: Certificate of Service

CERTIFICATE OF SERVICE
(Docket No. C-2013-2385588)

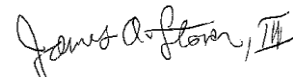
I hereby certify that a true and correct copy of the foregoing has been served upon the following persons, in the manner indicated, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a participant).

VIA PUC E-FILE

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

Jessica R. Rogers
Post & Schell, P.C.
17 North Second Street
12th Floor
Harrisburg, PA 17101-1601
jrogers@postschell.com

Date: November 6, 2013



James A. Stoner, III

Before the Pennsylvania Public Utility Commission

James A. Stoner, III	:	
	:	
Complainant,	:	
	:	
v.	:	Docket No. C-2013-2585588
	:	
PPL Electric Utilities Corporation,	:	
	:	
Respondent.	:	

Replies to the Respondents Answers to the separately numbered paragraphs of the Complaint are as follows:

4. PPL states that the complaint is not timely. The complaint is timely since company engineer stated to me, and the company acknowledged in their response to the informal complaint that the company would affect repairs if needed upon their 2011 and 2013 planned inspections. No repairs were made, the situation gradually deteriorated to the point where repairs are now necessary, and as PPL indicates in its answers, they intend to do nothing. The complaint should have prompted an inspection, and their answer should have included the results of the inspections in defense of their intent to do nothing. This may indicate inspections were not conducted or errors were made. The records of inspections may be helpful in clarifying the situation and resolving the complaint.

PPL states that it has experienced record breaking storms during the time intervening the complaints. Because the problem causing this complaint was communicated prior and should have been adequately repaired prior to those incidents, and ample time since has passed to do so, this points to a lack of intent to complete basic maintenance plans and, or sufficient financial resources. And yet now, rather than

address the complaints by making repairs, PPL is seeking further delay and avoiding repairs by requesting a dismissal of the complaint, demonstrating a preference to protract legal proceedings rather than conduct routine and prudent system maintenance. Whereas, it would save ratepayers avoidable costs if they simply made timely repairs instead of creating the need for more costly repairs that deferral results in, and here compounded by additional costs in staff time and for legal counsel. Deferred maintenance makes the distribution system vulnerable to greater and more costly damages when a storm hits, therefore their course of action in overall operations if it is consistent, and their response to both the informal and this formal complaint, appear irrational.

Deferring maintenance that incurs increased and otherwise avoidable future costs, whether an intentional profit-making strategy or not, may be under the purview of the PUC to oversee in matters such as complaints and future rate cases as they are not prudent. Possibly the PUC should vigorously extinguish any possibility of this. If this proceeding has the potential to set a precedent or policy to that effect, it may recommend against arbitration.

PPL states it was not their service line that was identified by the Company as the problem the complainant raised in the informal complaint, nor the central issue, but the telephone service line attached to the house, also claiming that it did not fail to make repairs. The informal complaint was based on the Company's deficient repair, and the whole suite of problems it left unresolved; it was not just a problem with the phone line. This was clear from the circumstances, and as described in the complaints, and PPL is contradicting itself, since they acknowledged the street pole needed shoring in their informal complaint response statements. Simply adding line slack between the stub pole and house and not relieving excess tension between the street and stub poles did not stop the problems from redeveloping and also created immediate and growing problems with the other utilities lines; line

crossing, and future service calls to relieve continuing increases in tension, and now, line contact with a tree.

My preference to avoid a stub pole prior to making the informal complaint is correct, however I indicated to the company engineer that a guy wire or other solution would be acceptable without further discussion, and in our discussion I indicated they could take a look at it and decide what is needed and discuss further. Additionally, the engineer agreed to look into this in their future planned inspections, and at that point we could have further discussions, therefore, this was never a closed issue as the company now asserts in its answer. PPL's answer to the complaint implies it is the only solution and that has been foreclosed by my preference. And, by PPL saying in the answer that the problem can't be fixed because I refused a stub pole means they agree there is a problem that requires shoring of the pole. On that basis alone they should be ordered to do so.

PPL states that they were asked to effect repairs to another company's facilities. In our discussions and the informal complaint statements, PPL made it eminently clear they are not responsible for even contacting the other company about a problem they caused with their facilities and utilities, (line crossing), requiring me to do so. That seems negligent and may not be correct, possibly it is their duty, and if nothing else, professional courtesy, good engineering practice, and cost saving to inform the other Company about the situation. The company noted in the informal complaint that the root cause of the problem was the large phone cable hung on the street pole. If PPL meant I suggested they need to do something with this, then their position is not constructive considering they already know the solution that they proposed and acknowledged in the informal complaint does not require doing anything with the phone cable. There would be no safety or damage risk, and no need of any changes to other utilities lines if PPL shored its street pole. I did suggest they should be accountable for the problems

and costs they cause other utilities and the cable company with regard to their having the expense of fixing the line crossing and coming out to relieve tension when the problems were caused by PPL

PPL states that the attach point I provided should meet the required specifications. One can only surmise they are inferring there would be no problem or need for additional repairs had I done so. To the contrary, I provided an over-abundantly strong anchor; while their wire has pulled one of the attachment bolts through 3/4 inch plywood, the other bolts unfortunately held, well enough to have the nails holding the wall sheathing in place from the framing timbers and, apparently the timbers themselves from their upper attachment points as evidenced by the bent soffit flashing.

5. PPL denies any relief as requested is legally feasible. They proffer that nothing can be done to address the property damages since it requires monetary compensation. This may not be correct, but if it is, it may not preclude other remedies, such as their technician doing the repair as suggested below. I could not begin to fix wall until they cut the power off and provide sufficient line slack. This requires a service call on their part, and I would not do repairs only to have the damage recur. As they are making the service call to make needed repairs, the technicians making the pole and wire repairs are perfectly capable of re-bolting the house attachment and hammering in the sheathing.

PPL doing nothing as proposed means that I would need hire a contractor at my own expense then to go to court for damages, the cost of which would exceed the recovery and also risk losing on some technicality. Should I go to small claims court, I would request treble damages, and should I prevail or not, they have to at least pay for their representation. Does the ratepayer have to absorb the expense this would generate; no, because it is an avoidable outcome.

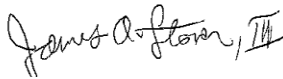
PPL's concluding "*Wherefore*" that the complaint should be dismissed in its entirety is without merit. Its answers to the complaint and the very need for a formal complaint raises issues beyond the immediate matter, pointing to one or more potential global problems which could turn this avoidable exercise into something beneficial if the issues are recognized by PUC and redressed now or upon further investigation of the problem.

The complaint should also not be dismissed as the rationale they provided is not responsive to the core problem, yielding absurd and detrimental results. PPL in its answer to the complaint stated that they don't have to re-inspect the poles until 2023, implying they are under no obligation to do anything, nor intend to. PPL would leave me with an infeasible situation, the wire is too tight to un-bow the wall and reattach the attach point and the wall sheathing, a PPL service call is also necessary to de-power the line and allow repairs to proceed. However, making repairs without the underlying cause fixed would be imprudent as a return to the same conditions or additional damages are possible as pole movement appears unchecked.

Other problems also remain, while one simple solution would resolve the majority of them. One solution for one problem, the cable service line problem is for me to cut down the tree that it is touching and also have the cable company come and restore slack in the line (the reason it is touching is the lean in the stub pole which is leaning because of the street pole pulling it). The alternative to cutting the tree down is to relocate the cable line attach point. This may not be a feasible option as it will need to be set low enough for proper spacing with the phone line, it may be low enough for a UPS delivery truck to hit. The best option to solve that and most of the other problems is for PPL to simply restore the poles to their upright position, solving that problem, solving the phone line problem, as well as abating the threat of any of the lines breaking, and the wall of the house being pulled out further and causing additional hazards and damages.

I should not have had to, nor need to continue to go through the complaint process when it is to the Company's benefit to avoid greater hazards and the need for more costly future repairs, some of which appear imminent, and therefore request summary judgment, an order to make immediate repairs as requested in the complaint.

Respectfully submitted,

A handwritten signature in black ink that reads "James A. Stoner, III". The signature is written in a cursive style with a prominent initial "J" and a clear "III" at the end.

James A. Stoner, III

