

CAPTION SHEET

USE MANAGEMENT SYSTEM

- 1. REPORT DATE: 00/00/00
- 2. BUREAU: ALJ
- 3. SECTION(S):
- 5. APPROVED BY:  
DIRECTOR:  
SUPERVISOR:
- 6. PERSON IN CHARGE:
- 8. DOCKET NO: C-20077798
- 4. PUBLIC MEETING DATE:  
00/00/00
- 7. DATE FILED: 05/18/07
- 9. EFFECTIVE DATE: 00/00/00

PARTY/COMPLAINANT: SHAMBAUGH, JAMES W. & DELORIS B.

RESPONDENT/APPLICANT: PPL ELECTRIC UTILITIES CORP

COMP/APP COUNTY: PERRY

UTILITY CODE: 110500

ALLEGATION OR SUBJECT

COMPLAINANT STATES HE WANTS THE PUC TO MANDATE A NEW AGREEMENT BE SIGNED BETWEEN PPL AND THE SHAMBAUGHS BECAUSE THIS BREACH OF CONTRACT INVALIDATES THE 5 8 92 AGREEMENT OR REIMBURSE THE SHAMBAUGHS THE RENTAL FEE OF KUHN PAYS PPL FOR ATTACHMENTS TO THE 10 POLES OWNED BY PPL BUT LOCATED ON SHAMBAUGH PROPERTY OR REMOVE THE 10 POLES FROM THE SHAMBAUGH PROPERTY.

DOCUMENT  
FOLDER

**DOCKETED**  
MAY 29 2007

PENNSYLVANIA PUBLIC UTILITY COMMISSION

Formal Complaint Form

Please print or type.

C - 20077798

ORIGINAL

2007 MAY 13 09:17

1. CUSTOMER NAME (COMPLAINANT)

Your name, mailing address, county, telephone number, utility account number and service address:

Name James W. & Deloris B. Shambaugh

Street/P.O. Box 5929 Waggoners Gap Rd

City Landisburg State Pa Zip 17040-9118

County Perry

Area Code/HOME Phone 717-789-3271

Area Code/WORK Phone

Utility Account Number 47330-81004 (from your bill)

If your complaint involves utility service provided to a different address than your mailing address, please list this information below.

Name N/A

Street/P.O. Box N/A

City State Zip

2. UTILITY NAME (RESPONDENT)

Name of utility company your complaint concerns: PPL Electric Utilities

3. TYPE OF UTILITY (check one)

[X] ELECTRIC

[ ] STEAM HEAT

[ ] GAS

[ ] WASTE WATER

[ ] WATER

[ ] MOTOR CARRIER (taxi, moving company, limousine)

[ ] TELEPHONE (local, long distance)

19

4. COMPLAINT (check one)

A. In general, what is your complaint?

- I want to oppose the company's proposed rate increase.
- There are incorrect charges on my bill.
- There is a reliability, safety or quality problem with my utility service.
- I received a notice that my utility service is being terminated.
- I would like a payment agreement.
- Other. PPL continues to allow Kuhn Cable to attach to 10 poles located on Shambaugh property after signing 5-8-92 agreement disallowing attachments.

B. State the facts of your complaint.

Include any specific dates, times or places that are important. If the complaint is about a bill, tell us about any charges that you believe are not correct. Use additional paper if you need more space. Provide copies of all relevant documents you believe will support your complaint. Despite 5-8-92 Agreement between PPL and Shambaughs, which disallows any attachments, PPL allowed Kuhn Communications, Inc. (a cable co.): 301 W. Main St. Walnut Bottom, PA 17266) to attach to specified 10 poles on Shambaugh property and collect from Kuhn a yearly rental fee for these attachments.

Note: Exhibits A, B and C<sup>4D</sup> attached (a complete and extensive file is available upon request.)

5. RELIEF

What do you want the Public Utility Commission to do about your complaint? Use additional paper if you need more space.

We ask that the PUC mandate a new agreement be signed between PPL and the Shambaughs because this breach of contract invalidates the 5-8-92 agreement. OR, (2) Reimburse the Shambaughs the rental fee Kuhn pays PPL for attachments to the 10 poles owned by PPL but located on Shambaugh property. OR (3) Remove the 10 poles from the Shambaugh property.

6. PROTECTION FROM ABUSE

Answer the following question if your complaint is against a natural gas distribution company, an electric distribution company or a water company AND your complaint is about a billing problem, an application for service problem, a termination of service problem or a request for a payment agreement.

N/A

Has a court granted a "Protection from Abuse" order for your personal safety?

YES

NO

7. PRIOR UTILITY CONTACT

Answer the following question only if you are a residential customer and your complaint is against an electric distribution utility, natural gas distribution utility or a water distribution utility.

Have you spoken to a utility company representative about this complaint?

YES (includes appeals of BCS determinations)

Many Telephone Calls and Letters to PPL repts. since 1993.

NO

If you tried to, but could not speak to a utility company representative about your complaint, please explain why. Since 1993 when Kuhn first attached, we voiced our objection. Unanswered letters include: Alan Rotz, 4-8-07; Patrick Walker 8. VERIFICATION AND SIGNATURE 9-22-06, 11-3-06; James Blass, 10-13-06 & 12-7-06, 1-8-07

You must print or type your name below on the line provided for the verification paragraph, and you must sign and date (in ink) this form on the lines provided.

Verification: James W. Shambaugh  
I Deloris B. Shambaugh, hereby state that the facts above set forth are true and correct (or are true and correct to the best of my knowledge, information and belief) and that I expect 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).

James W. Shambaugh  
(Signature) Deloris B. Shambaugh (Date) 5-18-07

9. **LEGAL REPRESENTATION (IF ANY)**

If you are represented by a lawyer in this matter you must provide your lawyer's name, address and telephone number.

Lawyer's Name \_\_\_\_\_  
Street \_\_\_\_\_  
City \_\_\_\_\_ State MA Zip \_\_\_\_\_  
Area Code/Phone Number \_\_\_\_\_

10. **FILING**

Please return the completed form to one of the addresses listed below:

If using U.S. Postal Service:

If using overnight delivery service:

Secretary Pennsylvania Public Utility Commission P.O. Box 3265 Harrisburg, PA 17105	Secretary Pennsylvania Public Utility Commission 400 North Street Commonwealth Keystone Building, 2 <sup>nd</sup> Floor Harrisburg, Pennsylvania 17120
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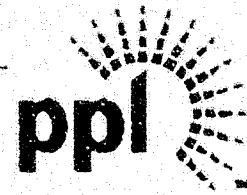
Facsimiles and/or electronic filings of the complaint form will not be accepted.

If you have any questions about filling out this form, please contact the Secretary's Bureau at 717-772-7777.

**Keep a copy of your complaint for your records.**



Exhibit B



Notes  
No movement  
this by PPL  
K.B.S. 5-18-07

 COPY

Alan C. Rotz, Manager  
Attachment & Telecom Business Services  
PPL Electric Utilities  
Two North Ninth Street - GENN4  
Allentown, PA 18101  
Phone: 610-774-7950  
Fax: 610-774-6388

November 7, 2006

Kuhn Communications, Inc  
Mr. Earl Kuhn  
P.O. Box 277  
Walnut Bottom, PA 17266

Dear Mr. Kuhn,

We have been informed by James W. & Deloris B. Shambaugh of a dispute with Kuhns Communications which dates back to around 1993. You apparently attached to PPL poles on the Shambaugh property around that time. You have reportedly further represented to the Shambaughs that you had a valid permit from PPL to do so. We are not able to confirm the latter, but whether you did or did not is immaterial in this instance, since you are responsible for your own Rights of Way. Article 10 of your Attachment Agreement with PPL states in part:

"Licensor and Licensee are ultimately responsible for securing and maintaining their own rights. If objection is made by property owner, municipality, public agency or third party in connection with placing, maintaining, renewing, operating, replacing and removal of Licensee's attachments on Licensor's poles and Licensee is unable to adjust the matter satisfactorily in a reasonable time, Licensor may, upon written notice, require Licensee to remove from Licensor's poles at Licensee's expense the attachments which are the subject of the objection."

This matter with the Shambaugh's is clearly your responsibility to resolve. The fact that you claim to have an attachment permit from PPL for these poles does not give you the right to be attached if you do not have permission to do so from the property owner. PPL did not secure right of way for you. That is your responsibility per the Agreement as quoted above.

Therefore, PPL is hereby notifying you that you must resolve this dispute with the Shambaughs or remove your attachments from PPL poles per our Agreement. Please respond to me at the above address within 90 days to inform us if you have resolved your dispute or removed your attachment from the PPL poles in question on the Shambaugh property.

Sincerely,

ACR 11/7/06

Alan C. Rotz  
Mgr--Attachment & Telecom Business Services  
PPL Electric Utilities

11-9-06  
Mr. & Mrs. Shambaugh  
Attached is a copy  
of the letter PPL sent  
to Kuhn Communications

Thank you!  
Patricia  
PPL

Nate  
copy 5-18-07  
No reply rec'd  
kl-b

Exhibit C

Copy

**JAMES W. & DELORIS B. SHAMBAUGH**

5929 WAGGONERS GAP ROAD  
LANDISBURG, PA 17040

April 8, 2007

Alan C. Rotz, Manager  
Attachment & Telecom Business Services  
PPL Electric Utilities  
Two North Ninth Street-GENN4  
Allentown, PA 18101

Re; PPL Agreement dated 5-8-92 with Shambaugh/re 10 poles to  
which Kuhn Commcations has attached wires

Dear Mr. Rotz:

Your letter dated 11-7-06 to Kuhn Communications ( a copy of  
which was sent to me 11-8-06) is the only written communica-  
tion I have received from PPL's representatives. Therefore,  
I am addressing this ongoing dispute to you in hopes you will  
help to resolve the problem.

In reviewing my file, I discovered the following unanswered  
letters: 9-22-06 to Patrick K. Walker; 11-03-06 letter to  
Walker; 10-13-06 to James Blass; 12-7-06 to Blass; 1-8-07 to  
Blass. In addition, I have made several telephone calls to  
these gentlemen. It appears they prefer to avoid a paper trail  
by not answering my written letters.

After signing an Agreement with PPL dated 5-8-92, PPL permitted  
Kuhn Communications to attach to the 10 poles per agreement.  
I have been asking for a copy of this PPL/Kuhn Agreement, but  
neither party will send it to me.

In your 11-7-06 letter to Kuhn, it appears Kuhn has the  
responsibility to work out the problem with us. (He has not  
resolved our dispute as of this date). But, to finally and  
completely put this dispute to rest, I believe PPL also has  
a responsibility to us as landowners to acknowledge its mistake  
with the Kuhn attachment and either write a new agreement with  
us or amend the existing one.

Thank you for your attention to this ongoing problem.

Sincerely yours,

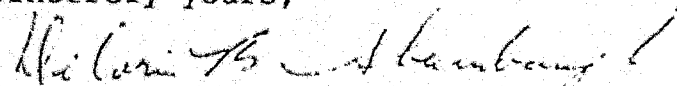
  
(Mrs.) Deloris B. Shambaugh

Exhibit D  
No. response of  
5-15-07  
WLS

**JAMES W. & DELORIS B. SHAMBAUGH**

5929 WAGGONERS GAP ROAD  
LANDISBURG, PA 17040

November 3, 2006

Mr. Patrick K. Walker,  
Right of Way Supv.  
PPL Electric Utilities  
100 Commerce Drive  
Mechanicsburg, PA 17050

Re: PPL Agreement dated 5-8-92 with Shambaugh/re 10 poles  
Kuhn Communications attached wire onto; 10-13-06 letter to James  
Blass plus various telephone calls to Blass

Dear Pat:

I am now in the process of intensive research re. the above  
matter. It appears the 5- 8-92 agreement between PPL and us  
has been breached.

I understand that shortly after my encounter with Earl Kuhn  
11-19-93, you telephoned Kuhn and requested him to come to the  
PPL office. ( He apparently had contacted you after our  
encounter). Kuhn met with Patrick A. Dougherty and Paul Neely  
and discussed his attachment onto PPL poles on Shambaugh  
property. Our agreement with PPL (which you signed) is dated  
5-22-92; which agreement disallows any other attachee.

At this meeting, I understand Kuhn agreed to pay you \$10 per  
pole per year, and the assumption was that you would, in turn,  
reimburse Shambaugh. Of course, no reimbursement was forth-  
coming. So for the sum of \$1.00 we have been holding an agree-  
ment that you failed to enforce all these years. What other  
part of the 5-22-92 agreement do you intend to breach next?

We worked with Ken Miller with regard to permitting the placement  
of poles on the east of 850 from Alinda and permitted other  
placements. We feel betrayed!

Jim Blass mentioned that the matter is now in the hands of your  
attorney. I, too, retain an attorney, but would rather settle  
this matter without him.

In the meantime, our property taxes are skyrocketing, Kuhn's  
cable bill is doubling, and our electric bills are escalating.  
I would be happy to have you or your representative stop by  
our farm to discuss this matter.

Sincerely yours, *Deloris B. Shambaugh*  
Deloris B. Shambaugh (Tel. 717-789-3271)  
cc: James Blass



COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA PUBLIC UTILITY COMMISSION  
P.O. BOX 3265, HARRISBURG, PA 17105-3265

IN REPLY PLEASE  
REFER TO OUR FILE

DATE SERVED: MAY 30, 2007

C-20077798

PPL ELECTRIC UTILITIES CORPORATION  
PAUL E RUSSELL GEN COUNSEL  
TWO N 9<sup>TH</sup> ST  
ALLENTOWN PA 18101-1179

DOCUMENT  
FOLDER

Dear Mr. Russell:

A complaint has been filed against you before the Pennsylvania Public Utility Commission by JAMES W. & DELORIS B. SHAMBAUGH. To defend yourself against the claims stated in the following pages, you must act within twenty (20) days by filing in writing with the Commission, either, personally or through your attorney, your defenses or objections to the claims stated against you. Or, you may satisfy the complaint by settling the matter with the Complainant and submitting proof of settlement to the Commission within twenty (20) days.

IF YOU FAIL TO RESPOND WITHIN TWENTY (20) DAYS, THE CASE MAY GO FORWARD IN YOUR ABSENCE AND A JUDGEMENT MAY BE ENTERED AGAINST YOU BY THE COMMISSION WITHOUT FURTHER NOTICE.

CUSTOMER OF A UTILITY

A payment schedule may be prescribed or a termination of utility services may be authorized. You may lose money or property or other rights important to you.

COMPANY/UTILITY

An Administrative Law Judge may revoke or suspend any certificate or permit held by you, or impose a fine, or any other appropriate penalty or remedy authorized by the Public Utility Code. You may lose money or property or other rights important to you.

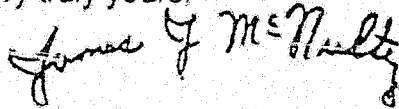
Detailed instructions on how to proceed are contained in the attached pages. You are advised to read them carefully.

MAY 30, 2007

Unless you are a corporation or other organization, you may proceed without a lawyer. However, if you want a lawyer and do not have one or cannot afford one, the office listed below can tell you where you can get legal help:

Pennsylvania Lawyer Referral Service  
Pennsylvania Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
(800) 692-7375

Very truly yours,

A handwritten signature in cursive script that reads "James J. McNulty".

James J. McNulty  
Secretary

jih

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

DATE SERVED: MAY 30, 2007

JAMES W. & DELORIS B. SHAMBAUGH  
Complainant

v.

PPL ELECTRIC UTILITIES CORPORATION  
Respondent

Complaint Docket  
No: C-20077798

DOCUMENT  
FOLDER

---

FORMAL COMPLAINT NOTICE TO RESPONDENT TO ANSWER OR SATISFY

---

TO: PPL ELECTRIC UTILITIES CORPORATION

**DOCKETED**  
MAY 29 2007

TAKE NOTICE:

That a complaint in the above entitled matter, of which the attached is a true and correct copy, has been presented and filed of record with the Pennsylvania Public Utility Commission. Section 702 of the Public Utility Code, 66 Pa. C.S. Section 702, requires the Commission to serve on each party named in a complaint a copy of the complaint and notice calling upon each party to satisfy the complaint, or to answer the same in writing within a specified time; THEREFORE,

1. You have twenty (20) days from the date on which this complaint is served to either satisfy this complaint or to file with the **Secretary of the Pennsylvania Public Utility Commission, P. O. Box 3265, Harrisburg, PA 17105-3265**, an answer (original and three copies), in writing, under oath, which, as required by Section 5.61 of the Commission's Rules of Practice and Procedure, 52 Pa. Code Section 5.61, either affirms or specifically denies the allegations in this complaint. You must also serve a copy of the answer upon the complainant. The date of service is the mailing date as indicated by the date at the top of this Notice. Section 1.56(a) of the Commission's Rules of Practice and Procedure, 52 Pa. Code Section 1.56(a).

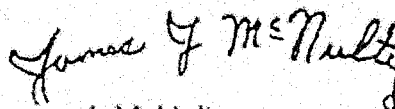
2. If you fail to either satisfy this complaint or to file answer or other responsive pleading within twenty (20) days, you will be deemed to have admitted all the allegations in this complaint in accordance with Section 5.61 of the Commission's Rules of Administrative Practice and Procedure, 52 Pa. Code Section 5.61. In that event, the Commission may, without hearing, enter an order which either revokes or suspends any certificate or permit held by you or which imposes a fine or any other appropriate penalty or remedy authorized by the Public Utility Code, 66 Pa. C.S. Section 101, et seq.; and, if

you are a customer of a utility, an order may be entered which prescribes a payment schedule or which authorizes termination of utility services. The Commission is not limited to the relief sought by the complainant in paragraph 4 of the attached complaint.

3. If you elect to satisfy this complaint you must file, within twenty (20) days from the date on which this complaint is served, affidavits executed by each complainant that this complaint has been satisfied. Such affidavits must describe the basis on which this complaint was satisfied; any settlement agreement between the parties must be reduced to writing and attached to the affidavit. Such affidavits are to be filed with the Secretary of the Commission at the address set forth in paragraph 1. Upon receipt of affidavits of satisfaction from all complainants, this complaint may be dismissed by the Commission in accordance with Section 703(a) of the Public Utility Code, 66 Pa. C.S. Section 703(a), unless the Commission determines that such dismissal would be contrary to the public interest, in which event the Commission may direct that hearings be held upon the complaint.

4. If you file an answer which admits the allegations in this complaint, or which fails to specifically deny the allegations in this complaint, the Commission may, without hearing, enter an order which either revokes or suspends any certificate held by you or which imposes a fine or any other appropriate penalty or remedy authorized by the Public Utility Code, 66 Pa. C. S. Section 101, et seq.; and, if you are a customer of a utility, an order may be entered which prescribes a payment schedule or which authorizes termination of utility services. The Commission is not limited to the relief sought by the complainant in paragraph 4 of the attached complaint.

5. If you file a timely answer which specifically denies the allegations in this complaint, or which raises material questions of law or fact, this matter shall be referred to the Office of Administrative Law Judge for hearing and decision. If, after hearing on the issues raised by that answer, you are found to have committed any of the violations alleged in the complaint, the Administrative Law Judge may render a decision which either revokes or suspends any certificate or permit held by you or which imposes a fine or any other appropriate penalty or remedy authorized by the Public Utility Code, 66 Pa. C. S. Section 101, et seq.; and, if you are a customer of a utility, an order may be entered which prescribes a payment schedule or which authorizes termination of utility services. In the imposition of a penalty after a hearing the Administrative Law Judge is not bound by the relief sought by the complainant in paragraph 4 of the attached complaint.

  
James J. McNulty  
Secretary

(SEAL)

Certified Mail  
Return Receipt Requested

GROSS, MCGINLEY, LABARRE & EATON, LLP

MALCOLM J. GROSS  
PAUL A. MCGINLEY  
DONALD LABARRE, JR.  
J. JACKSON EATON, III  
MICHAEL A. HENRY  
PATRICK J. REILLY  
ANNE K. MANLEY  
SUSAN E. LIS WILD  
VICTOR F. CAVACINI  
THOMAS E. REILLY, JR.  
ROBERT A. ALPERT  
ALLEN I. TULLAR  
RICHARD T. CURLEY  
RAYMOND J. DERAYMOND  
THOMAS A. CAFFHART  
JOHN F. GROSS

ATTORNEYS AT LAW  
33 SOUTH SEVENTH STREET  
P.O. BOX 4060  
ALLENTOWN, PENNSYLVANIA 18105-4060

(610) 820-5450  
TELEFAX (610) 820-6006  
E-MAIL [aralston@gmle.com](mailto:aralston@gmle.com)  
Direct Dial (610) 871-1323

KIMBERLY G. KRUPKA  
K. A. SPOTTS-KIMMEL  
ERROL C. DEANS, JR. \*  
ANDREW H. RALSTON, JR.  
LUCAS J. REPKA

OF COUNSEL  
DAVID C. KEEHN  
MICHAEL J. PIOSA

\*Also admitted in NY

EASTON OFFICE:  
717 WASHINGTON ST  
EASTON PA 18042  
(610) 258-1506

June 19, 2007

**ORIGINAL**

James J. McNulty, Secretary  
Pennsylvania Public Utility Commission  
P.O. Box 3265  
Harrisburg, PA 17105-3265

VIA: FEDERAL EXPRESS

RE: James W. and Deloris B. Shambaugh v. PPL Electric Utilities Corporation  
Docket No. C-20077798

Dear Mr. McNulty:

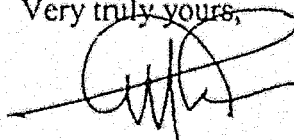
Enclosed for filing in the above-captioned matter are an original and three (3) copies of the Preliminary Objections of PPL Electric Utilities Corporation.

Pursuant to 52 Pa. Code §1.11, the enclosed document is to be deemed filed on June 19, 2007, which is the date it was deposited with an overnight express delivery service as shown on the delivery receipt attached to the mailing envelope.

In addition, please date and time-stamp the enclosed extra copy of this letter and return it to me in the envelope provided.

**DOCUMENT  
FOLDER**

Very truly yours,



ANDREW H. RALSTON, JR.

**RECEIVED**

AHR,Jr:cjc-m  
Enclosures

cc: Mr. and Mrs. James W. Shambaugh (w/ enc.)  
David Fitzsimons, Esquire (with encl.)  
Arden A. Leyden, Paralegal (w/ encl.)

JUN 19 2007

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

30

BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION

ORIGINAL

JAMES W. and DELORIS B. SHAMBAUGH,

Complainants,

vs.

PPL ELECTRIC UTILITIES CORPORATION,

Respondent.

COMPLAINT DOCKET  
NO. C-20077798

NOTICE TO PLEAD

TO: Mr. and Mrs. James and Deloris Shambaugh  
5929 Waggoners Gap Rd.  
Landisburg, PA 17040-9118

RECEIVED

JUN 19 2007

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

Pursuant to 52 Pa. Code Section 5.101(d), you are hereby notified that you have ten (10) days from the date of service of the within Preliminary Objection within which to file a written answer with the Secretary of the Pennsylvania Public Utility Commission, P.O. Box 3265, Harrisburg, PA 17120, and that if you fail to so file a written answer within ten (10) days from the date of service, Respondent's Preliminary Motion may be granted without further notice.

Respectfully submitted,

PPL Electric Utilities Corporation

BY: 

ANDREW H. RALSTON, JR., Esquire

Dated: June 19, 2007  
at Allentown, Pennsylvania

BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION

ORIGINAL

JAMES W. and DELORIS B. SHAMBAUGH,

Complainants,

vs.

PPL ELECTRIC UTILITIES CORPORATION,

Respondent.

DOCUMENT  
FOLDER

COMPLAINT DOCKET  
NO. C-20077798

RECEIVED

JUN 19 2007

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

PRELIMINARY OBJECTIONS OF PPL ELECTRIC UTILITIES CORPORATION TO  
COMPLAINANTS' COMPLAINT

PPL Electric Utilities Corporation, by and through its attorneys or record, Gross, McGinley, LaBarre & Eaton, LLP, hereby makes the following Preliminary Objections to Complainant's Complaint pursuant to Section 5.101(a)(2) and (3), Title 52 of the Pennsylvania Code, 52 Pa.Code §5.101(a)(2) and (3), alleging in support thereof as follows:

1. PPL incorporates the factual allegations set forth in ¶¶4 and 5 of its Answer to Complainants' Complaint herein.

2. Complainants James and Deloris Shambaugh ("Complainants") have filed a Complaint against PPL Electric Utilities Corporation ("PPL") seeking the following alternative requested relief: (a) that the PUC "mandate a new agreement be signed between PPL and the Shambaughs because of this breach of contract invalidates the 5-8-92 agreement;" (b) that PPL "[r]eimburse the Shambaughs the rental fee Kuhn pays to PPL for attachments to the 10 poles

DOCKETED  
JUN 20 2007

owned by PPL but located on Shambaugh property;" or (c) that PPL "remove the 10 poles from the Shambaugh property."

**FIRST PRELIMINARY OBJECTION**  
**THE PUBLIC UTILITY COMMISSION LACKS THE POWER TO GRANT**  
**COMPLAINANTS' FIRST REQUEST FOR RELIEF**

3. As a creature of legislation, the PUC possesses only the authority that the State Legislature has specifically granted to it in the Public Utility Code ("Code"), 66 Pa.C.S. §§101, et seq.

4. The PUC's jurisdiction must arise from the express language of the pertinent enabling legislation or by strong and necessary implication therefrom. Feingold v. Bell of PA, 477 Pa. 1, 282 A.2d 1191 (1977).

5. The PUC must act within, and cannot exceed, its jurisdiction. City of Pittsburgh v. PA Public Utility Comm'n, 43 A.2d 348 (Pa.Super. 1945).

6. Complainants' first request for relief asks the PUC to somehow require PPL to negotiate a new agreement with the Complainants. The closest analogy to Complainants' requested relief is the equitable doctrine of reformation of contract.

7. There is no factual or legal basis for the PUC to grant, as to entertain jurisdiction over, this type of requested relief. This type of relief must be prayed for in the Court of Common Pleas.

8. Moreover, Complainants' first request for relief is styled as an allegation that PPL has somehow allegedly breached its contract with Complainants by allowing Kuhn to place its facilities on PPL's Poles.

9. Kuhn has maintained its facilities on PPL's poles since 1993, a fact which Complainants plead in their own Complaint.

10. The statute of limitations for breach of contract actions in Pennsylvania is four (4) years.

11. Complainants have allowed more than thirteen (13) years to elapse before they have raised an allegation that PPL has allegedly breached its contract with Complainants.

12. Complainants' first requested relief is barred by the statute of limitations.

WHEREFORE, PPL Electric Utilities Corporation respectfully requests that the PUC deny and dismiss Complainants' first request for relief with prejudice.

**SECOND PRELIMINARY OBJECTION**  
**THE PUBLIC UTILITY COMMISSION LACKS JURISDICTION TO GRANT**  
**COMPLAINANTS' SECOND REQUEST FOR RELIEF**

13. As a creature of legislation, the PUC possesses only the authority that the State Legislature has specifically granted to it in the Public Utility Code ("Code"), 66 Pa.C.S. §§101, et seq.

14. The PUC's jurisdiction must arise from the express language of the pertinent enabling legislation or by strong and necessary implication therefrom. Feingold v. Bell of PA, 477 Pa. 1, 282 A.2d 1191 (1977).

15. The PUC must act within, and cannot exceed, its jurisdiction. City of Pittsburgh v. PA Public Utility Comm'n, 43 A.2d 348 (Pa.Super. 1945).

16. Complainants' second request for relief seeks monetary damages from PPL equivalent to "the rental fee Kuhn pays PPL for attachments to the 10 poles."

17. Nothing in the Code confers jurisdiction upon the PUC to award monetary damages. DeFrancesco v. Western PA Water Company, 453 A.2d 595 (Pa. 1982); Feingold, supra.

18. "The Commission does not have the authority to award Complainant monetary damages . . . The appropriate venue for a claim seeking damages is with the civil courts." See Resseguie v. PPL Electric Utilities Corporation, C-20066717, Order on Preliminary Objections by The Honorable Veronica A Smith, Chief Administrative Law Judge.

WHEREFORE, PPL Electric Utilities Corporation respectfully requests that the PUC deny and dismiss Complainants' second request for relief with prejudice.

**THIRD PRELIMINARY OBJECTION**  
**DEMURRER TO COMPLAINANTS' THIRD REQUEST FOR RELIEF**

19. Complainants' third request for relief seeks to have the PUC "remove the 10 poles from the Shambaugh property."

20. However, Exhibit "A" to Complainants' Complaint is the Right of Way Agreement ("ROW") whereby PPL maintains the Poles on Complainants' property.

21. PPL has a contractual right to have the Poles remain on Complainants' property.

22. There is no basis in law or fact for the PUC to order the Poles be removed from Complainants' property in the face of the ROW attached to Complainants' Complaint as Exhibit "A".

23. Complainants' Complaint does not articulate any basis in fact or law for their third request for relief.

24. Complainants' third request for relief is legally insufficient and, therefore, PPL is entitled to a demurrer thereto.

WHEREFORE, PPL Electric Utilities Corporation respectfully requests that the PUC deny and dismiss Complainants' third request for relief with prejudice.

Respectfully submitted,

PPL Electric Utilities Corporation

BY: 

ANDREW H. RALSTON, JR., ESQUIRE  
Attorney for PPL Electric Utilities Corp.  
33 South 7th Street, P O. Box 4060  
Allentown, PA 18105-4060  
(610) 820-5450  
I.D. #88770

Dated: June 19, 2007  
at Allentown, Pennsylvania

W:\WDOX\CLIENTS\ppl-puc\service\00172698 IX\X

VERIFICATION

COMMONWEALTH OF PENNSYLVANIA )  
: SS  
COUNTY OF LEHIGH )

I, Robert M. Geneczko, hereby state that the facts above set forth are true and correct (or are true and correct to the best of my knowledge, information and belief) and that I expect 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).

Robert M Geneczko

Date. June 19, 2007

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SECRETARY'S BUREAU

BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION

JAMES W. and DELORIS B. SHAMBAUGH,

Complainants,

vs.

PPL ELECTRIC UTILITIES CORPORATION,

Respondent.

COMPLAINT DOCKET  
NO. C-20077798

---

**CERTIFICATION OF SERVICE**

---

I hereby certify that I have this day served a true copy of the foregoing document upon the participant(s), listed below, in accordance with the requirements of §1.54 (relating to service by a participant):

Mr. and Mrs. James and Deloris Shambaugh  
5929 Waggoners Gap Rd.  
Landisburg, PA 17040-9118

Dated this the 19th day of June, 2007.

GROSS, MCGINLEY, LABARRE & EATON, LLP

By: 

ANDREW H. RALSTON, JR., ESQUIRE  
Attorney for PPL Electric Utilities Corp.  
33 South 7th Street, P.O. Box 4060  
Allentown, PA 18105-4060  
(610) 820-5450  
I.D. #88770

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PA PUBLIC UTILITY COMMISSION  
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GROSS, MCGINLEY, LABARRE & EATON, LLP

MALCOLM J GROSS  
PAUL A MCGINLEY  
DONALD LABARRE, JR  
J JACKSON EATON, III  
MICHAEL A HENRY  
PATRICK J REILLY  
ANNE K MANLEY  
SUSAN ILLIS WILD  
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THOMAS E. REILLY, JR.  
ROBERT A. ALPERT  
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RICHARD T. CURLEY  
RAYMOND J. DERAYMOND  
THOMAS A. CAPHART  
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33 SOUTH SEVENTH STREET  
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ALLENTOWN, PENNSYLVANIA 18105-4060

(610) 820-5450  
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KIMBERLY G KRUPKA  
K A SPOTTS-KIMMEL  
ERROL C DEANS, JR. \*  
ANDREW H. RALSTON, JR.  
LUCAS J. REPKA

OF COUNSEL  
DAVID C. KEEHN  
MICHAEL J. PIOSA

\*Also admitted in NY

EASTON OFFICE:  
717 WASHINGTON ST  
EASTON PA 18042  
(610) 258-1506

June 19, 2007

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FOLDER**

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

VIA FEDERAL EXPRESS

James J. McNulty, Secretary  
Pennsylvania Public Utility Commission  
P.O. Box 3265  
Harrisburg, PA 17105-3265

**RE: James W. and Deloris B. Shambaugh v. PPL Electric Utilities Corporation  
Docket No. C-20077798**

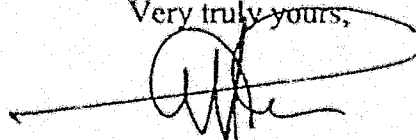
Dear Mr. McNulty:

Enclosed for filing in the above-captioned matter are an original and three (3) copies of the Answer and New Matter of PPL Electric Utilities Corporation.

Pursuant to 52 Pa. Code §1.11, the enclosed document is to be deemed filed on June 19, 2007, which is the date it was deposited with an overnight express delivery service as shown on the delivery receipt attached to the mailing envelope.

In addition, please date and time-stamp the enclosed extra copy of this letter and return it to me in the envelope provided.

Very truly yours,



ANDREW H. RALSTON, JR.

Enclosures

cc: Mr. and Mrs. James W. Shambaugh (with encl.)  
David Fitzsimons, Esquire (with encl.)  
Arden A. Leyden, Paralegal (with encl.)

39

BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION

JAMES W. and DELORIS B. SHAMBAUGH,

Complainants,

vs.

PPL ELECTRIC UTILITIES CORPORATION,

Respondent.

COMPLAINT DOCKET  
NO. C-20077798

NOTICE TO PLEAD

TO: Mr. and Mrs. James and Deloris Shambaugh  
5929 Waggoners Gap Rd.  
Landisburg, PA 17040-9118

Pursuant to 52 Pa. Code §5.101(d), you are hereby notified that you have ten (10) days from the date of service of the within New Matter in which to answer, and that if you fail to so answer within ten (10) days from the date of service, Respondent's New Matter may be granted without further notice.

Respectfully submitted,

PPL Electric Utilities Corporation

BY: \_\_\_\_\_

Andrew H. Ralston, Jr., Esquire

Dated: June 19, 2007  
at Allentown, Pennsylvania

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JUN 19 2007  
PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION

ORIGINAL

JAMES W. and DELORIS B. SHAMBAUGH,

Complainants,

vs.

PPL ELECTRIC UTILITIES CORPORATION,

Respondent.

COMPLAINT DOCKET  
NO. C-20077798

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JUN 19 2007

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S OFFICE

ANSWER AND NEW MATTER OF PPL ELECTRIC UTILITIES CORPORATION

PPL Electric Utilities Corporation (hereafter "PPL"), by its attorneys of record, Gross, McGinley, LaBarre & Eaton, LLP, hereby answers the Complaint in the above-captioned proceeding as follows:

1. Admitted.

2. Admitted. By way of further answer, the correct name of the Respondent is PPL Electric Utilities Corporation.

3. Admitted.

4. Denied. The corresponding paragraph of Complainants Complaint constitutes a conclusion of law to which no response is required. Without waiving the foregoing, and to the extent that an answer were to be required, PPL states that Complainants signed a right-of-way agreement ("ROW") in May of 1992 allowing approximately 10 PPL utility poles to be located on their property and along S.R. 850 ("Poles"). In April of 1993, PPL signed an agreement which permitted Kuhn Communications, Inc. ("Kuhn") to attach its cable facilities to the Poles

DOCKETED  
JUN 20 2007

("Agreement"). Kuhn is the cable provider for Complainants. PPL's Agreement with Kuhn provides that Kuhn is responsible for securing any necessary ROW agreements for its cable lines from property owners such as Complainants (see Article 10 of that Agreement).

In the summer of 2006, PPL approached Complainants about moving the Poles back to their present location on S.R. 850 because the Pennsylvania Department of Transportation ("PennDOT") desired to improve drainage on S.R. 850 in the vicinity of the Complainants' property. At this time, more than thirteen (13) years after Kuhn's facilities were attached to the Poles, Complainants refused PPL's request and questioned the Kuhn's attachment to the Poles.

PPL has contacted Kuhn and informed them that they are responsible for securing a ROW from Complainants pursuant to the Agreement. Kuhn has informed PPL that they do have a right, granted by Complainants in 1993 to have their facilities attached to the Poles. See Exhibit "A", a true and correct copy of which is attached hereto and incorporated herein by reference. Recently, Complainants have informed Kuhn that they want certain concessions from Kuhn in order to "allow" Kuhn's attachments to continue. Kuhn has, apparently, agreed to Complainants demands and has sent a proposed ROW agreement to Complainants. Complainants now have indicated that the Kuhn's ROW agreement is not acceptable. PPL has informed Kuhn that they either need to resolve their dispute with Complainants or remove their lines from the Poles.

At all times material and relevant hereto, PPL has furnished and maintained adequate, efficient, safe, and reasonable service and facilities. PPL has not violated any rule or regulation of the PUC, nor any provision of its tariff.

PPL incorporates its Preliminary Objections and Motion to Join Indispensable Party, filed contemporaneously with this Answer, herein.

5. Denied. This paragraph constitutes a request for relief to which no answer is required. Without waiving the foregoing, and to the extent that an answer were to be required, PPL states that the PUC has no power to grant the relief requested by Complainants in their Complaint. As such, PPL incorporates its Preliminary Objections to Complainant's Complaint, filed simultaneously with this Answer, herein. In addition, as Complainants' third alternative requested relief would, if granted, affect Kuhn, PPL incorporates its Motion to Join Kuhn as an Indispensable Party herein.

6. N/A

7. Admitted.

8. N/A

9. Denied. PPL is without knowledge or information sufficient to form a belief about the truth or falsity of the corresponding paragraph of Complainant's Complaint.

10. N/A

WHEREFORE, PPL Electric Utilities Corporation respectfully requested that this Honorable Court dismiss Complainants' Complaint with prejudice.

#### NEW MATTER

11. PPL incorporates each and every allegation set forth in ¶¶4 and 5 above as if more fully set forth at length. Each allegation set forth in ¶¶4 and 5 is specifically incorporated and plead as New Matter.

12. Complainants' requested relief is barred by the statute of limitations and/or the affirmative defense of laches.

13. The PUC lacks jurisdiction and/or the power to grant any of Complainants' requested relief.

14. Complainants' requested relief is legally insufficient, as Complaints are not entitled to their requested relief as a matter of law. PPL is therefore entitled to a demurrer to Complainants' Complaint.

15. Complainants' own Complaint, and attachments thereto, establish as a matter of law that Complainants are not entitled to their third alternative requested relief, in that PPL has a written ROW with Complainants that allows PPL to maintain the Poles on Complainants' property.

WHEREFORE, PPL Electric Utilities Corporation respectfully requested that this Honorable Court dismiss Complainants' Complaint with prejudice.

Respectfully submitted,

PPL Electric Utilities Corporation

By: 

ANDREW H. RALSTON, JR.  
Attorney for PPL Electric Utilities Corp.  
33 South 7th Street, P.O. Box 4060  
Allentown, PA 18105-4060  
(610) 820-5450  
I.D. #88770

Dated: June 19, 2007  
at Allentown, Pennsylvania



BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION

JAMES W. and DELORIS B. SHAMBAUGH,

Complainants,

vs.

PPL ELECTRIC UTILITIES CORPORATION,

Respondent.

COMPLAINT DOCKET  
NO. C-20077798

---

CERTIFICATION OF SERVICE

---

I hereby certify that I have this day served a true copy of the foregoing document upon the participant(s), listed below, in accordance with the requirements of §1.54 (relating to service by a participant):

Mr. and Mrs. James and Deloris Shambaugh  
5929 Waggoners Gap Rd.  
Landisburg, PA 17040-9118

Dated this the 19th day of June, 2007.

GROSS, MCGINLEY, LABARRE & EATON, LLP

By: 

ANDREW H. RALSTON, JR., ESQUIRE  
Attorney for PPL Electric Utilities Corp.  
33 South 7th Street, P.O. Box 4060  
Allentown, PA 18105-4060  
(610) 820-5450  
I.D. #88770

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JUN 19 2007

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

# **KUHN COMMUNICATION**

inc.  
P.O. BOX 277, WALNUT BOTTOM, PA 17266 • PHONE (717) 532-8857

December 28, 1993

Delores Shambaugh  
R.D.#1 Box 136  
Landisburg, PA 17040

Dear Mrs. Shambaugh:

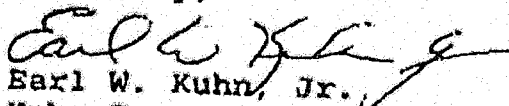
Kuhn Communication, Inc will only work on its' equipment which is attached to PP&L poles located on your property on an emergency basis only.

You will be notified by Kuhn Communication, Inc. per phone call beforehand on routine maintenance and after on emergency work.

We apologize for us not getting off to a friendlier start. As I stated on our phone conversation today, we are offering you a free cable hook-up which is scheduled for Tuesday, Jan. 4th. We are certainly happy to have you as a cable customer.

If you have any questions, please feel free to contact our office.

Sincerely,

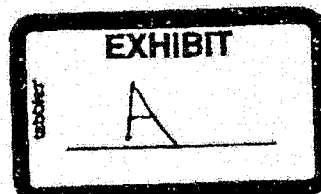
  
Earl W. Kuhn, Jr.  
Kuhn Communications, Inc.

cc: PP&L

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SECRETARY'S BUREAU



GROSS, MCGINLEY, LABARRE & EATON, LLP

MALCOLM J. GROSS  
PAUL A. MCGINLEY  
DONALD LABARRE, JR.  
J. JACKSON EATON, III  
MICHAEL A. HENRY  
PATRICK J. REILLY  
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Direct Dial (610) 871-1323

KIMBERLY G. KRUPKA  
K. A. SPOTIS-KIMMEL  
ERROL C. DEANS, JR. \*  
ANDREW H. RALSTON, JR.  
LUCAS J. REPKA

OF COUNSEL  
DAVID C. KEEHN  
MICHAEL J. PIOSA

\*Also admitted in NY

EASTON OFFICE:  
717 WASHINGTON ST.  
EASTON, PA 18042  
(610) 258-1506

June 19, 2007

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JUN 19 2007

VIA FEDERAL EXPRESS

James J. McNulty, Secretary  
Pennsylvania Public Utility Commission  
P.O. Box 3265  
Harrisburg, PA 17105-3265

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

**RE: James W. and Deloris B. Shambaugh v. PPL Electric Utilities Corporation  
Docket No. C-20077798**

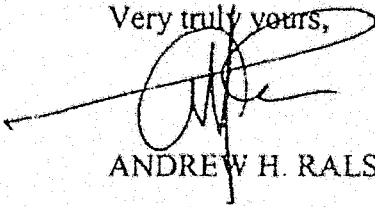
Dear Mr. McNulty:

Enclosed for filing in the above-captioned matter are an original and three (3) copies of the Petition to Join an Indispensable Party of PPL Electric Utilities Corporation.

Pursuant to 52 Pa. Code §1.11, the enclosed document is to be deemed filed on June 19, 2007, which is the date it was deposited with an overnight express delivery service as shown on the delivery receipt attached to the mailing envelope.

In addition, please date and time-stamp the enclosed extra copy of this letter and return it to me in the envelope provided.

Very truly yours,

  
ANDREW H. RALSTON, JR.

Enclosures

cc: Mr. and Mrs. James Shambaugh (with encl.)  
David A. Fitzsimons, Esquire (with encl.)  
Arden A. Leyden, Paralegal (with encl.)

BA

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FOLDER**

44

BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION

JAMES W. and DELORIS B. SHAMBAUGH,

Complainants,

vs.

PPL ELECTRIC UTILITIES CORPORATION,

Respondent.

COMPLAINT DOCKET  
NO. C-20077798

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JUN 19 2007

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

NOTICE TO PLEAD

TO David A. Fitzsimons, Esquire  
Attorney for Kuhn Communications, Inc.  
Martson Deardorff Williams & Otto,  
A Professional Corporation  
Ten East High Street  
Carlisle, Pennsylvania 17013-3015

James and Deloris Shambaugh  
5929 Waggoners Gap Rd.  
Landisburg, PA 17040-9118

Pursuant to 52 Pa. Code Section 5.61(a) and 5.103, you are hereby notified that you have twenty (20) days from the date of service of the within Motion to Join an Indispensable Party in which to answer, and that if you fail to so answer within twenty (20) days from the date of service, PPL's Motion to Join an Indispensable Party may be granted without further notice.

GROSS, MCGINLEY, LABARRE & EATON, LLP

By: 

ANDREW H. RALSTON, JR., ESQUIRE  
Attorney for PPL Electric Utilities Corp.  
33 South 7th Street, P.O. Box 4060  
Allentown, PA 18105-4060  
(610) 820-5450  
I.D. #88770

Dated: June 19, 2007  
at Allentown, Pennsylvania

BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION

JAMES W. and DELORIS B. SHAMBAUGH,  
Complainants,

vs.

PPL ELECTRIC UTILITIES CORPORATION,  
Respondent.

COMPLAINT DOCKET  
NO. C-20077798

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SECRETARY'S BUREAU

**MOTION OF PPL ELECTRIC UTILITIES CORPORATION TO JOIN KUHNS  
COMMUNICATIONS, INC. AS AN INDISPENSABLE PARTY**

PPL Electric Utilities Corporation (hereafter "PPL"), by its attorney of record, Gross, McGinley, LaBarre & Eaton, LLP, hereby makes the following Motion to Join an Indispensable Party alleging in support thereof as follows and, contemporaneously with filing this Motion to Join an Indispensable Party, PPL has filed, as of this date, an Answer to the Complaint in the above-captioned proceeding, which is incorporated herein as though set forth fully at length:

1. On or about May 18, 2007, James W. and Deloris Shambaugh ("Complainants") filed the above-captioned Complaint.
2. The Complainants' Complaint alleges that PPL has permitted Kuhn Communications, Inc. ("Kuhn") to unlawfully attach cable television facilities to ten (10) poles owned by PPL ("Poles") located upon Complainants' property.
3. Upon information and belief, Kuhn is a Pennsylvania business corporation with a principal place of business located at 301 West Main Street, Walnut Bottom, Pennsylvania

17266. For all purposes material and relevant hereto, Kuhn is in the business of providing cable television services to customers in Pennsylvania.

4. PPL owns and maintains the Poles pursuant to a written Right of Way Agreement ("ROW") entered between PPL and Complainants in 1992.

5. In Paragraph 5 of Complainants' Complaint they seek relief in the form of having the PUC order PPL to "remove the 10 poles from the Shambaugh property."

6. Kuhn has informed PPL that it maintains its facilities located on the Poles on Complainants' property pursuant to the agreement of Complainants. In 1993, Kuhn received permission from Complainants to locate their facility on the poles in exchange for a free cable hook-up. See Exhibit "A", a true and correct copy of which is attached hereto and incorporated herein by reference.

7. PPL requests that the PUC join Kuhn as an indispensable party in this proceeding.

8. The Supreme Court of Pennsylvania has held that: "a party is indispensable where his rights are so connected to the claims of the litigants that no decree can be made between them without impairing such rights." Powell v. Sheppard, 381 Pa. 405, 412, 113 A.2d 261, 264-65 (1955).

9. Kuhn maintains that it has a right to have its facilities located on the Poles of Complainants' property.

10. If Complainants request that the Poles be removed from their property were to be granted, Complainants' entitlement to that relief being specifically denied, PPL avers that the right of Kuhn to have its facilities located on the Poles would be impaired thereby.

11. Because a right asserted by Kuhn would be impaired by the grant of Complainants' requested relief, Kuhn is an indispensable party to this proceeding.

WHEREFORE, PPL Electric Utilities Corporation respectfully requests that the Pennsylvania Public Utility Commission join Kuhn Communications, Inc. as an indispensable party to this proceeding.

Respectfully submitted,

PPL Electric Utilities Corporation

By: 

ANDREW H. RALSTON, JR., ESQUIRE  
Attorney for PPL Electric Utilities Corp.  
33 South 7th Street, P.O. Box 4060  
Allentown, PA 18105-4060  
(610) 820-5450  
I.D. #88770

Dated: June 19, 2007  
at Allentown, Pennsylvania

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BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION

JAMES W. and DELORIS B. SHAMBAUGH,

Complainants,  
vs.

PPL ELECTRIC UTILITIES CORPORATION,  
Respondent.

COMPLAINT DOCKET  
NO. C-20077798

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CERTIFICATION OF SERVICE

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I hereby certify that I have this day served a true copy of the foregoing document upon the participant(s), listed below, in accordance with the requirements of §1.54 (relating to service by a participant):

Mr. and Mrs. James and Deloris Shambaugh  
5929 Waggoners Gap Rd.  
Landisburg, PA 17040-9118

David A. Fitzsimons, Esquire  
Attorney for Kuhn Communications, Inc.  
Martson Deardorff Williams & Otto,  
A Professional Corporation  
Ten East High Street  
Carlisle, Pennsylvania 17013-3015

Dated this the 19th day of June, 2007.

GROSS, MCGINLEY, LABARRE & EATON, LLP

By: 

ANDREW H. RALSTON, JR., ESQUIRE  
Attorney for PPL Electric Utilities Corp.  
33 South 7th Street, P O Box 4060  
Allentown, PA 18105-4060  
(610) 820-5450  
I.D. #88770

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JUN 19 2007

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

# **KUHN COMMUNICATION**

inc.

P.O. BOX 277, WALNUT BOTTOM, PA 17266 • PHONE (717) 532-8857

December 28, 1993

Delores Shambaugh  
R.D.#1 Box 136  
Landisburg, PA 17040

Dear Mrs. Shambaugh:

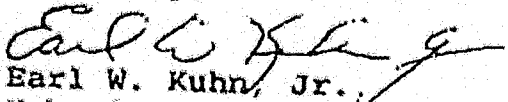
Kuhn Communication, Inc will only work on its' equipment which is attached to PP&L poles located on your property on an emergency basis only.

You will be notified by Kuhn Communication, Inc. per phone call beforehand on routine maintenance and after on emergency work.

We apologize for us not getting off to a friendlier start. As I stated on our phone conversation today, we are offering you a free cable hook-up which is scheduled for Tuesday, Jan. 4th. We are certainly happy to have you as a cable customer.

If you have any questions, please feel free to contact our office.

Sincerely,

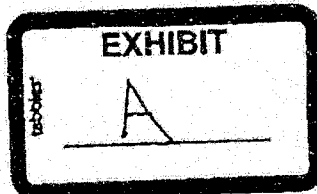
  
Earl W. Kuhn, Jr.  
Kuhn Communications, Inc.

cc: PP&L

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PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU



C-20077798

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Additional Information JUN 25 2007

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PA PUBLIC UTILITY COMMISSION  
SECRETARY'S OFFICE

**JAMES W. & DELORIS B. SHAMBAUGH**

5929 WAGGONERS GAP ROAD  
LANDISBURG, PA 17040  
717-789-3271

June 25, 2007

Via reg.U.S. Postal Service Mail

DOCUMENT  
FOLDER

James J. McNulty, Secretary  
Pennsylvania Public Utility Commission  
P. O. Box 3265  
Harrisburg, PA 17105-3265

Re: James W. and Deloris B. Shambaugh v. PPL Electric Utilities  
Corporation Docket No. C-20077798

Dear Mr. McNulty:

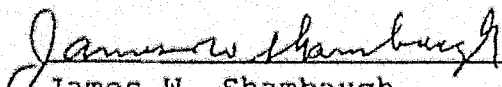
Enclosed find our answers to the various denied portions of  
PPL Electric Utilities Corporation of the Formal Complaint  
we filed against them.

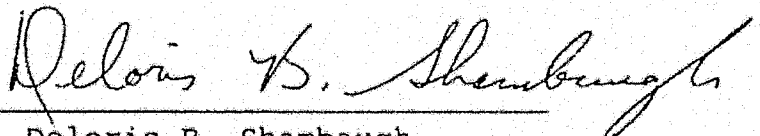
Also find enclosed five documents (6 pages) that might help  
to clarify our position.

We have also forwarded to PPL's Attorney a complete Answer and  
enclosures.

Thank you.

Sincerely yours,

  
James W. Shambaugh

  
Deloris B. Shambaugh

Enclosures -5  
cc: Andrew H. Ralston, Jr. Esq. (with encl.)

BA

99

RECEIVED

JUN 7 5 2007

ORIGINAL

BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S OFFICE

JAMES W. and DELORIS B. SHAMBAUGH,

Complainants,

vs.

PPL ELECTRIC UTILITIES CORPORATION,

Respondent.

COMPLAINT DOCKET  
NO. C-20077798

DOCUMENT  
FOLDER

ANSWER AND NEW MATTER OF JAMES W. & DELORIS B. SHAMBAUGH

James W. & Deloris B. Shambaugh (hereafter called Shambaughs), hereby answers the "denied" parts of the above complaint as presented by PPL Electric Utilities Corporation (hereafter called PPL) through their attorneys, Gross, McGinley, LaBarre & Eaton, LLP. as follows:

4. On May 8, 1992 Shambaughs and PPL signed a Right-of-Way Agreement specifically denying the attachment of wires and cables of any other person or company to said 10 poles in question. (see Exhibit A) By PPL's admission, approximately one year later, PPL signed an agreement which permitted Kuhn Communications, Inc., (Kuhn) to attach its cable to the poles. This PPL/Kuhn Agreement which changed the 5-8-92 PPL/Shambaugh Agreement was executed without Shambaughs knowledge or consent. This breached the 5-8-92 agreement, making it now null and void. No agreement was ever signed between Kuhn and Shambaughs (see Exhibit B). This letter dated 12-28-93, was first seen and

DOCKETED  
JUL 5 - 2007

and the Shambaughs became aware of it on 11-24-06 when it arrived by U.S. Postal Service. This letter does not constitute an "Agreement". Shambaughs did not sign this document, nor consent to its contents.

If the statute of limitations for breach of contract in PA is four years, Shambaughs are well within this limitation. Shambaugh confronted Kuhn personally on 11-19-93 and complained that he was in violation of the 5-8-92 PPL/Shambaugh ROW Agreement. Additional complaints were made to Patrick Walker (of PPL) but Walker did not return Shambaugh calls. Further evidence of PPL's knowledge of Shambaughs complaints came to light when November of 1993, Patrick Walker called Kuhn to Harrisburg to discuss the attachment problem. At this meeting, attended by PPL representatives, Patrick A. Dougherty and Paul Neely, a PPL/Kuhn agreement was formulated. (see Exhibits C & D). Shambaughs have repeatedly requested a copy of this 11-93 agreement, but this request has been denied.

There is no record of PPL approaching the Shambaughs in the summer of 2006 to "move the poles back to their present location on S.R. 850".

The proposed ROW Agreement sent to Shambaughs through Kuhn's attorney, Carl C. Risch, was a complete travesty. (see Exhibit E) This document was completely unacceptable.

5. Shambaughs believe the PUC has the authority and obligation to mandate agreements signed in good faith between PPL and land-

owners be binding and ask that PPL be denied the right to eliminate or change, any legal document as it sees fit.

9. Shambaugh, as of this date, have not hired an attorney regarding this dispute.

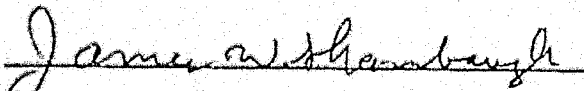
WHEREFORE, Shambaugh respectfully request that this Honorable Court grant Relief #1, #2, or #3.

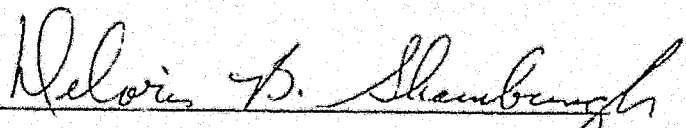
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VERIFICATION

James W. and Deloris B. Shambaugh do, hereby, state that the facts above set forth are true and correct (or are true and correct to the best of our knowledge, information and belief), and that we expect to be able to prove the same at a hearing held in this matter. We understand that the statements herein are made subject to the penalties of 18 Pa. C.S.4904 (relating to unsworn falsification to authorities).

COMMONWEALTH OF PENNSYLVANIA, Perry County

  
James W. Shambaugh

  
Deloris B. Shambaugh

signed and dated this 25th day of June, 2007 (June 25, 2007)

at 5929 Waggoners Gap Road  
Landisburg, PA 17040



**KUHN  
COMMUNICATION**

Inc.

P.O. BOX 277, WALNUT BOTTOM, PA 17266 • PHONE (717) 532-8857

December 28, 1993

Delores Shambaugh  
R.D.#1 Box 136  
Landisburg, PA 17040

Dear Mrs. Shambaugh:

Kuhn Communication, Inc will only work on its' equipment which is attached to PP&L poles located on your property on an emergency basis only.

You will be notified by Kuhn Communication, Inc. per phone call beforehand on routine maintenance and after on emergency work.

We apologize for us not getting off to a friendlier start. As I stated on our phone conversation today, we are offering you a free cable hook-up which is scheduled for Tuesday, Jan. 4th. We are certainly happy to have you as a cable customer.

If you have any questions, please feel free to contact our office.

Sincerely,

*Earl W. Kuhn, Jr.*  
Earl W. Kuhn, Jr.  
Kuhn Communications, Inc.

cc: PP&L

*Note - 11-21-06 was  
the first time I or  
Shambaugh saw this letter.  
No letter or copy of same was  
ever received prior to 11-24-06*

*Copy - Rec'd  
Shambaugh Office  
11-24-06*

**JAMES W. & DELORIS B. SHAMBAUGH**

5929 WAGGONERS GAP ROAD  
LANDISBURG, PA 17040

November 3, 2006

Mr. Patrick K. Walker,  
Right of Way Supv.  
PPL Electric Utilities  
100 Commerce Drive  
Mechanicsburg, PA 17050

*copy*

Re: PPL Agreement dated 5-8-92 with Shambaugh/re 10 poles  
Kuhn Communications attached wire onto; 10-13-06 letter to James  
Blass plus various telephone calls to Blass

Dear Pat:

I am now in the process of intensive research re. the above  
matter. It appears the 5- 8-92 agreement between PPL and us  
has been breached.

I understand that shortly after my encounter with Earl Kuhn  
11-19-93, you telephoned Kuhn and requested him to come to the  
PPL office. ( He apparently had contacted you after our  
encounter). Kuhn met with Patrick A. Dougherty and Paul Neely  
and discussed his attachment onto PPL poles on Shambaugh  
property. Our agreement with PPL (which you signed) is dated  
5-22-92; which agreement disallows any other attachee.

At this meeting, I understand Kuhn agreed to pay you \$10 per  
pole per year, and the assumption was that you would, in turn,  
reimburse Shambaugh. Of course, no reimbursement was forth-  
coming. So for the sum of \$1.00 we have been holding an agree-  
ment that you failed to enforce all these years. What other  
part of the 5-22-92 agreement do you intend to breach next?

We worked with Ken Miller with regard to permitting the placement  
of poles on the east of 850 from Alinda and permitted other  
placements. We feel betrayed!

Jim Blass mentioned that the matter is now in the hands of your  
attorney. I, too, retain an attorney, but would rather settle  
this matter without him.

In the meantime, our property taxes are skyrocketing, Kuhn's  
cable bill is doubling, and our electric bills are escalating.  
I would be happy to have you or your representative stop by  
our farm to discuss this matter.

Sincerely yours, *Deloris B. Shambaugh*  
Deloris B. Shambaugh (Tel. 717-789-3271)  
cc: James Blass

*Note - No response  
to this letter ever  
rec'd by Shambaugh  
4-18-07  
W.K.L.*

Kuhn Communications, Inc.

P.O. Box 277  
Walnut Bottom, PA 17266

Phone (717) 532-8857  
Fax (717) 532-5563

September 19, 2006

Deloris Shambaugh  
5929 Waggoners Gap Road  
Landisburg, PA 17040

*Rec'd  
Shambaugh office 9-20-06  
copy*

Dear Ms. Shambaugh:

I received your letter dated September 12, 2006. We have not violated any agreement between PPL, yourself, & our company.



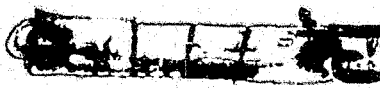
I personally went to the PPL office in 1993 concerning the issue of us violating the agreement with PPL. At that time we were told we had not violated anything.

We had made an agreement with PPL that before we would do any work on the poles on your property we would notify you and ask permission before driving truck on the property. The other week when my technician asked you, he was following instructions and did not use the truck. He used a ladder to reach the pole as you had denied access with his truck.

If there are more concerns or issues, I would suggest you contact PPL regarding this matter. Please feel free to forward a copy of this letter to them.

Sincerely,

Earl Kuhn  
Kuhn Communications Inc



Rec'd Shambaugh's  
2-22-07  
Martson Law Office

GRANT OF PERPETUAL RIGHT OF WAY

THIS INDENTURE made this \_\_\_\_ day of \_\_\_\_\_, 2007, between James W. Shambaugh and Deloris B. Shambaugh of 5929 Waggoners Gap Road, Landisburg, Perry County, Pennsylvania 17040, (hereinafter called "Grantor" and to be read as singular or plural) and Kuhn Communications, Inc., 301 W Main Street, Walnut Bottom, Cumberland County, Pennsylvania 17266, and its successors and assigns, (hereinafter called "Grantee")

WHEREAS, Grantor is the owner of all those certain premises, located at Spring Township, Perry County, Pennsylvania, as shown by deed recorded in the Recorder's Office of Perry County in Deed Book 197, Page 479, and corrected in Deed Book 1268, Page 228, unencumbered, or, if encumbered, Grantor will obtain the consent of the encumbrance holder to this Agreement;

WHEREAS, Grantor is desirous of granting to Grantee a perpetual right-of-way on said premises, and Grantee is desirous of receiving said perpetual right-of-way.

NOW, THEREFORE, in consideration of the foregoing, and in further consideration as explained below in paragraph 2, it is agreed as follows:

1. The Grantor does hereby grant and convey to the Grantee, its successors and assigns:
  - a. A perpetual right-of-way on said premises to construct, reconstruct, maintain, remove, install, operate, locate and relocate facilities for the provisions of cable television and other services; and to conduct tree-trimming or brush removal;
  - b. Together with the right to excavate and refill ditches and trenches, and to install, remove, repair and replace thereon and therein such structures, fixtures, pipes, conduits, appliances, loading coil pots, pedestals, poles, wires, cables, guys, anchors, underground facilities and other accessories and appurtenances as the Grantee may deem necessary or desirous for the carrying out of its aforesaid purposes;
  - c. The perpetual right of ingress and egress, without notice, to and from said right-of-way at all times for any of the purposes herein provided, by Grantee, its employees, agents or other authorized persons.

2. In consideration for the grant of said perpetual right-of-way, Grantee agrees to provide cable television service as further described below to the Grantor for as long as one of the Grantors owns the property described in Perry County Deed Book 197, Page 479, and as corrected in Deed Book 1268, Page 228 (the "Premises"). The Grantee shall provide said service to one dwelling unit on the Premises. The cost of said service to Grantor shall not exceed \$16.75 per month plus applicable taxes. Grantee's obligation to provide said cable television service for the above-fixed monthly charge shall cease at the time neither of the Grantors owns the property or if the above monthly charge is not paid within 30 days of when the Grantee, its successors or assigns, places an invoice for said service in the mails of the United States. The cessation of the provision of cable television service due to nonpayment or because neither of the Grantors owns the property shall not affect the grant of the perpetual right-of-way to Grantee. The Grantee agrees to provide cable television service (channels 2 through 50) in the normal course of Grantee's business as listed on Appendix A. Grantee, its successors and assigns, reserves the right in its sole discretion to add, remove, or exchange those channels listed on Appendix A; provided, however, that the total number of channels provided to the Grantor shall not decrease.
3. Grantor agrees not to create any hazard or to interfere with the proper use of the aforementioned structures, equipment or facilities.
4. Grantee agrees to substantially restore the property to its original condition, and to compensate Grantor for any damage to fences, crops, or other property caused solely by Grantee, provided notice in writing is given to Grantee within thirty (30) days after any such damage occurs.
5. Grantee agrees to supply all utilities for its use and be responsible for all repairs to, and maintenance of, its facilities.
6. Grantors, in executing this Grant of Perpetual Right of Way, hereby acknowledge and reaffirm the obligation made on or about December 28, 1993 as explained in the letter attached hereto as Appendix B. Grantors further acknowledge that this Grant of Perpetual Right-of-Way supercedes the terms of Appendix B.

with attached letter from Kuhn to  
dated 12-28-93 and cable listings

Shawburg

copy



COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA PUBLIC UTILITY COMMISSION  
Administrative Law Judge  
P.O. BOX 3265, HARRISBURG, PA 17105-3265  
June 28, 2007

IN REPLY PLEASE  
REFER TO OUR FILE

Re: C-20077798

(SEE ATTACHED LIST)

James W. & Deloris B. Shambaugh v. PPL Electric Utilities  
Corporation

Pole dispute

Motion Judge Assignment Notice

This is to inform you that a Preliminary objection was filed on the above-captioned case. This objection is being assigned to Chief Administrative Law Judge Veronica A. Smith for ruling. The Commission rule of practice at 52 Pa. Code §5.101 specifies that the person who filed the complaint has ten (10) days from the date the objection was served on you to file an answer.

If you file any pleading or document relating to this objection with the Secretary of the Commission, please provide a duplicate copy to the judge.

Procedural questions or comments should be directed to the judge at:

717-783-5452

pc: Special Agent Amanda N. Rumsey  
Janean Spiegel  
Beth Plantz  
Docket Section

DOCUMENT  
FOLDER

**DOCKETED**  
JUL 10 2007

**RECEIVED**

JUL 9 2007

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU