

CAPTION SHEET

CASE MANAGEMENT SYSTEM

1. REPORT DATE: 00/00/00	:	
2. BUREAU: ALJ	:	
3. SECTION(S):	:	
5. APPROVED BY:	:	4. PUBLIC MEETING DATE:
DIRECTOR:	:	00/00/00
SUPERVISOR:	:	
6. PERSON IN CHARGE:	:	7. DATE FILED: 01/18/06
8. DOCKET NO: C-20065772	:	9. EFFECTIVE DATE: 00/00/00

PARTY/COMPLAINANT: MACK, JEFFREY S.

RESPONDENT/APPLICANT: PPL ELECTRIC UTILITIES CORP

COMP/APP COUNTY: SCHUYLKILL

UTILITY CODE: 110500

ALLEGATION OR SUBJECT

COMPLAINANT STATES EXCESSIVE TIME PERIOD AND CHARGES FOR INSTALLATION OF NEW ELECTRIC SERVICE. HE WOULD LIKE THE PUC TO HAVE THESE CHARGES REFUNDED.

DOCKETED
JAN 19 2006

**DOCUMENT
FOLDER**

PENNSYLVANIA PUBLIC UTILITY COMMISSION

Formal Complaint Form

RECEIVED
2006 JAN 18 AM 9:19

110500

Please print or type.

FA P.U.C.
SECRETARY'S BUREAU

1. CUSTOMER NAME (COMPLAINANT) C-20065772

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

Name Jeffrey S. Mack

Street/P.O. Box 48 Mahantongo St. Apt # _____

City Tremont State PA. Zip 17981

County Schuylkill

Area Code/HOME Phone (570) 695-3199

Area Code/WORK Phone (570) 345-2731

Utility Account Number _____
(from your bill)

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

Name _____

Street/P.O. Box _____

City _____ State _____ Zip _____

2. UTILITY NAME (RESPONDENT)

Name of utility company your complaint concerns: P, P, + L Electric

3. TYPE OF UTILITY (check one)

ELECTRIC

STEAM HEAT

GAS

WASTE WATER

WATER

MOTOR CARRIER
(taxi, moving company, limousine)

TELEPHONE
(local, long distance)

ORIGINAL

10

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.
(explain)

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.

Time and expense to supply my home with electric!

Time: 1 year, 1 month, 21 days

Expense: They had a cheaper and a no cost option.

5. RELIEF

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

I want:

\$300.00 survey fee

\$585.00 P, P, + L bill refund

2 mortgage extensions

\$10.00 @ week for gas to run a generator to construct my home from the End of Nov. 2004 to April 2005.5

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.

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)

~~NO~~ Along with the people mentioned in the complaint I also spoke to George Miller + Nadine Adony about my complaint.

If you tried to, but could not speak to a utility company representative about your complaint, please explain why.

8. VERIFICATION AND SIGNATURE

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:

I Jeffrey S Mack, 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).

Jeffrey S. Mack
(Signature)

6-13-05
(Date)

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 _____ 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 nd 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.

My complaint, with P, P, & L, involves the amount of time and the expense to me for supplying my new home with electricity. I first notified P, P, & L of my intentions of building a new home at the location around Nov. of 2003. I was told to call back to get things rolling 6 months before I needed the Electricity. I was also told to gather any pole or transformer numbers around my property.

I called back and received my job number on March 8, 2004. I talked to or met with Mr. Jim Setlock 2-3 times with one of those meeting taking place to walk the area to look at all the options to get electricity to my property. During this meeting, the boro road supervisor dropped off a copy of the boro map showing all of the unopened and opened roads. During this meeting Mr. Setlock told me that our best option would be to go from the Clay Street power line across unopened Mahantongo St. to Spruce St. This route would be less then 500 Feet and therefore would be free to me. He explained that the homeowner (me) usually handles the survey cost and if the boro disagreed with the survey they (boro) would get their engineers to survey it. To try to prevent any problems I called the boro office and got the name of their engineering firm. I then hired them to do the initial survey at a cost to me of \$300.00.

After the survey Mr. Setlock and Mr. Dave Sterner installed stakes into the ground marking the pole locations. I then received the first paper showing the electrical responsibilities from J. E. Setlock dated 6/17/04. Mr. Sterner had now taken over for Mr. Setlock due to retirement. This is when the problems all seemed to start. Mr. Sterner called and questioned me on the possibility of coming off the transformer located on my sister's property, crossing my brother's property and then installing a ground transformer on my property. He felt that this would be my cheapest and best way.

I checked with my sister and brother on this proposal. My sister and her husband did not care but my brother said no. I notified Mr. Sterner of my brother's refusal. This is when I feel Mr. Sterner decided to play a waiting game hoping that my brother would change his mind. Mr. Sterner said that he " was concerned about the quality of the Clay St. line and that the property owner was disputing that Mahantongo St. crossed his property. The property owner did however give them permission to cross the back of his property in November of 2004.

By this time the electrical boxes where now hanging in my home but no electric lines could be run within the house due to Mr. Sterner's refusal to mark the meter base location on the home. On November 17, 2004 my wife, Brandy Mack, notified the Public Utilities Commission of the problem we were having. She did not make a formal complaint at that time or for a few months after because every time we would decide to, Mr. Sterner made it seem like things would get moving soon.

Finally in January of 2005, Mr. Sterner said he needed a formal refusal from my brother to cross his property before he would look at getting electricity to my property any other way. At no time up to this point, had Mr. Sterner, or any other representative from P, P, & L, tried to contact my brother or mention a need for a formal refusal to me. It was also in this phone conversation that Mr. Sterner told me that they decided to wave the ground transformer fee if I could talk my brother into allowing them to bring the line across his property. (Ground transformer cost? How could it have been cheaper then no charge for me, Mr. Setlock's way?)

On January 17 my brother and I met with Mr. Sterner and Mr. John Hohnes. At this time my brother gave his "formal refusal". At this meeting, while standing near my

house, I asked Mr. Sterner if he would mark my meter base location as he was holding my job up. Since it was not yet marked I had to wait to insulate and drywall the home since November of 2004 for the wiring to be run to that location. He said he could not mark it until he got back to the office to see which way he was going to run the electricity to my property. With my brothers formal refusal any and all of his options were now going to require him to bring the electricity to my property by way of Spruce St. I feel he could have marked it that day but instead he did not return until February 7, 2005.

Mr. Sterner called me the next day to question the location of my sewer line (having nothing to do with him or P,P, &L) and to tell me that he marked the meter base location. I questioned Mr. Sterner on the additional time that it would be taking him to get me electricity. He told me that once I could get the electrical inspection completed and P, P, & L was notified, it should take no more then a week.

That same afternoon as I was at the Schuylkill County Court House, making sure the location of my sewer line was ok, I ran into Mr. Hohnus. He assured me that he would do everything he could to get the Right of Way papers mailed ASAP. I next called Mr. Hohnus on March 2, 2005 to question why I still did not receive my Right of Way papers. On this call, like all others, I had to leave a message or talk to a secretary who would try to have them call back in a few minutes because they "where not at their desk".

Many hours later I received a phone call to tell me that he dropped my Right of Way paper off, with my Mom, at the boro office, and my neighbors he stuck in his door. When I questioned him on the boro's Right of Way papers, he said he would be mailing those. Could it be that Mr. Hohnes forgot and quickly tried to cover it by preparing the shorter right of way papers and hand delivering them? I think so.

Also dated that same day I received a second Responsibility Packet from Mr. Sterner. With this one I received a bill for \$585.00 for the running of electricity to my property. What was this expense actually for? When I spoke to Mr. Sterner upon receiving this, I was told that no further work would be completed until the bill was paid. I told Mr. Sterner that I would pay the bill to not hold my electric up any further but that I did not agree with it.

After paying the bill and returning my signed Right of Way Paper they finally began to cut trees for the new power line. It took the tree cutters 3 weeks because of how sporadically they would show up to work on my job. After much additional time I finally received electricity on April 29, 2005.

I feel that 1 year, 1 month, and 21 days is to long of a time span to wait for electricity. I feel P, P, & L could have done many things to shorten this time span. I also believe that coming across Mahantongo St (free for me) or coming from the opposite end of Crescent St. (shorter in distance) are both better options.

PPL ELECTRIC UTILITIES CORPORATION
 236 INDUSTRIAL ROAD, FRACKVILLE, PA. 17931
 FAX 717-874-5011

Name JEFFREY MACK Work Request # 121402

Job Location 48 MAHANTONGO ST TREMONT

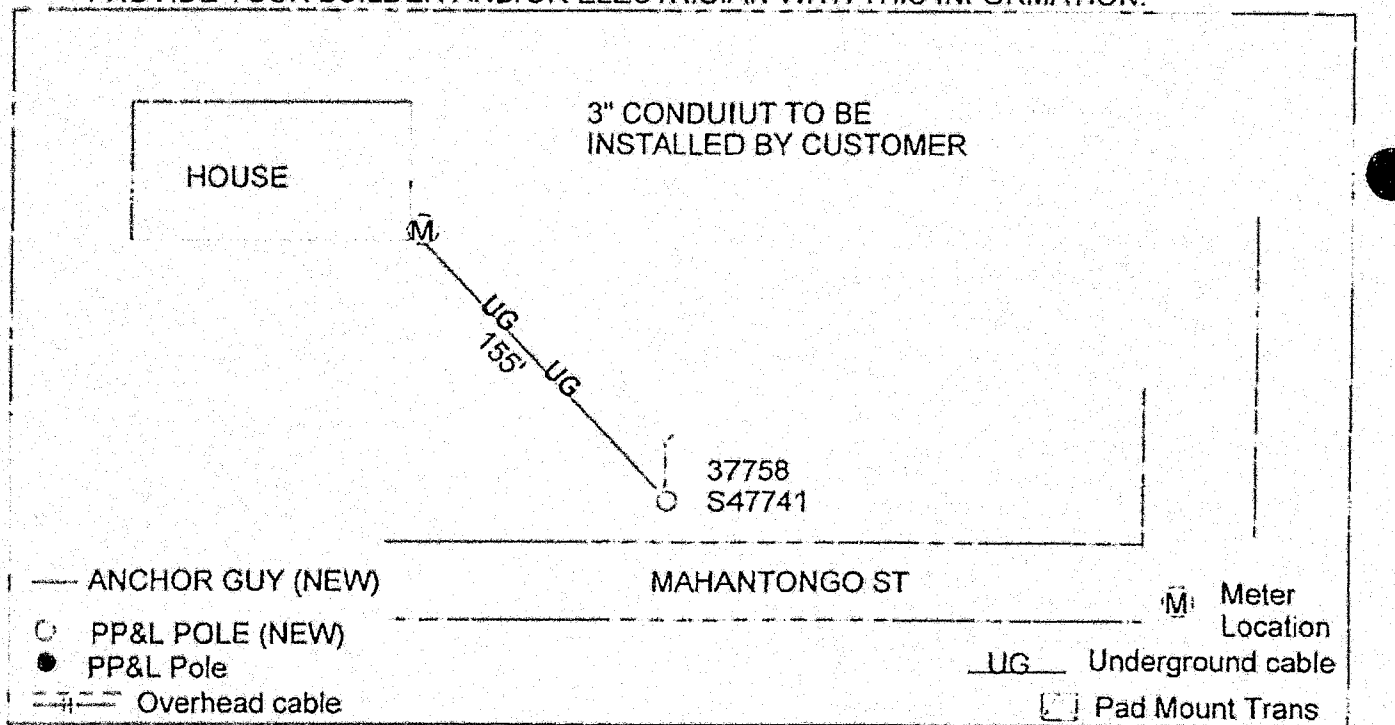
City/Boro/Twp. TREMONT BORO County SCHUYLKILL

This letter identifies your proposed service and meter location and the customer/contractor requirements that must be completed prior to PP&L installing your service connection.

Presently, PP&I has your customer requirements completion (ready) date scheduled for:

After all of your customer/contractor requirements have been completed and received by PP&L, your service will be installed in 6 working days.

PROVIDE YOUR BUILDER AND/OR ELECTRICIAN WITH THIS INFORMATION.



• PP&L to install an Overhead X Underground service consisting of 155 ft. of 1/0AL

For job related information or difficulties with your new service, please call the following PP&L representative:

MA:

64 MAHANTONGO ST
 TREMONT PA 17981

PP&L Representative J. E. SETLOCK

Date 06/17/04

Phone # 570-874-5037

Best time to call 7 AM TO 9 AM

* SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

This information identifies what you or your contractor should do before we can provide service. We suggest you share this information with your contractor and keep this sheet available for future reference.

CUSTOMER/CONTRACTOR RESPONSIBILITIES

VALIDATED ACT 222 INSULATION CERTIFICATE Form - Act 222 "A Notice of Intent to Construct" is required by the Commonwealth of PA. It can be obtained from PP&L or your contractor. Be sure to include your Service Request # on the form. After you or your contractor receive approval from the state, send the "Approved Utility" copy to PP&L. This insulation requirement does NOT apply to mobile homes, modular homes or log homes.

ELECTRICAL INSPECTION. Service entrance equipment (cable, meter base, panel, etc.) must be inspected by an independent Electrical Inspection Agency. Service cannot be connected until we receive the inspection verification card.

CUSTOMER BILLING VERIFICATION. If your builder requests service in your name, then you must verify your acceptance of billing before service can be connected. Signing and returning the Rate Payer Authorization Form that you receive in the mail will accomplish this as will a verbal authorization on our 1-800-342-5775 line.

PAYMENT: _____
Our Customer Service Department will send you an invoice.

TRENCHING: You will be responsible to perform trenching and backfilling and to provide a 3" or 4" rigid or flexible conduit for protection of the cable. See attached sheet for trenching details. You must contact and coordinate the underground with other utilities. When trenching is completed, please notify PP&L at 1-800-342-5775. We must receive all Right-of-Way forms before trenching can begin.

TREE CLEARING ON YOUR PROPERTY. Trees on your property may need to be cut or trimmed in order to assure reliable electric service. A PP&L representative will discuss specifics with you. If there is an existing PP&L easement on your property, tree work will proceed under the terms of that agreement without any further notification.

RIGHT OF WAY. Depending upon the location of your new home, we may need written permission from you and/or other property owners. If a Right-of-Way form is enclosed, then you should verify that the new PP&L facilities are on your property and follow the attached instructions. Right-of-Way agreements are essential to the timely completion of your service.

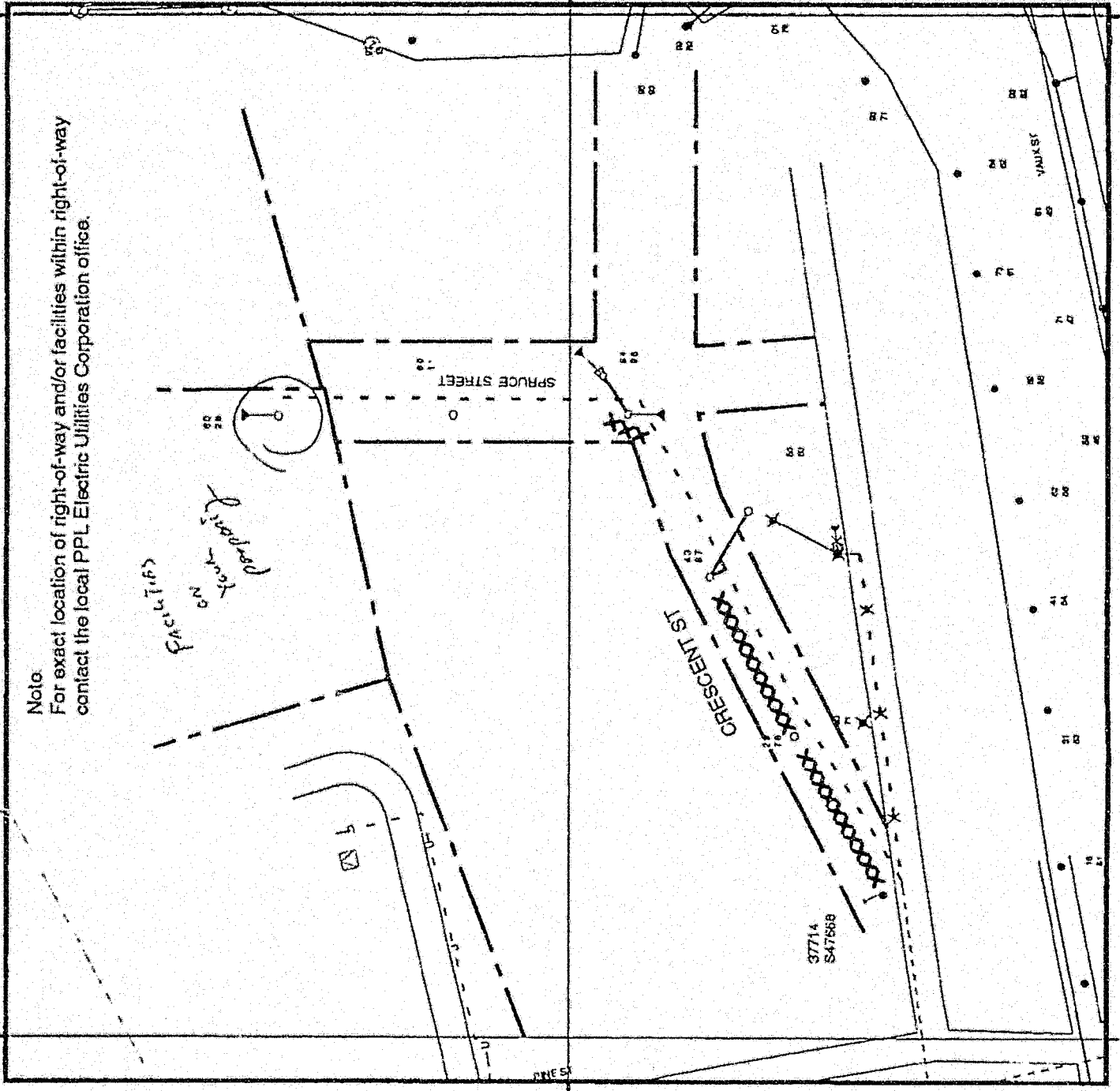
OTHER: _____

376

Note:

For exact location of right-of-way and/or facilities within right-of-way contact the local PPL Electric Utilities Corporation office.

Handwritten:
Facilities
No. 11
Pole



Legend

- Span Guy, Single Pole-Pole Guy, Install
- ▶— Span Guy, Single Pole-Pole Guy, Existing
- Secondary Overhead, Existing
- Secondary Overhead, Install
- - - Primary Overhead, 1, Install
- - - Primary Overhead, 1, Existing
- - - Primary Overhead, 1, Remove
- Primary Overhead, 2, Existing
- Primary Overhead, 3, Existing
- Single-Phase Pad Mounted, Existing
- ▽ OH, Existing
- ▽ OH, Install
- ⊗ OH, Remove
- × Wood Pole, Remove
- Wood Pole, Install
- Wood Pole, Existing
- ↑ Single, Install
- ↑ Anchor Guy, Single Anchor Guy, Existing

SYMBOL

XXXX 55-Treeline Green Weight 2

PROPERTY LINE

Not for Distribution

NO	20000	PLAN SHOWING FACILITIES ON PROPERTY OF	
NO	142071	OH-1P-PRI-MACK	
NO	121-502	MAHANTONGO ST	
NO		TREMONT	
SCALE		APPROVAL	DATE
DATE	01/2002	APPROVAL	DATE
BY	DAVE STERNER	SIGNATURE	DATE

378

377

This information identifies what you or your contractor should do before we can provide service. We suggest you share this information with your contractor and keep this sheet available for future reference.

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- OTHER:** _____

MAR 01 2005

AS

Work Request Charges Invoice
PPL Electric Utilities

TO
JEFFREY MACK
64 MAHANTONGO ST
TREMONT, PA 17981

Invoice Number: 04651433712
WR Number: 143371
Description: COST FOR SERVICE EXTENSION \$585.00

Contact Name: Jeffrey Mack
Contact Phone: 570-345-2731

Invoice Date: 3/1/2005
Preferred Option: Yes
Project:

Invoice Details

Description	Unit Cost	Quantity	Total	Due Before Work	Paid
CUSTOMER PAYMENT	585.00	1	585.00	Y	

Charges Due Before Work Starts:	585.00	
Tax:	0.00	
Subtotal:		585.00
Charges Due On Completion:	0.00	
Tax:	0.00	
Subtotal:		0.00
Total Charges:		585.00
Total Tax:		0.00
Total Including Tax:		585.00

Please remit your payment and the stub on the following page of this invoice to the Remit To address:



Light-Heigel & Associates, Inc.

ENGINEERS AND SURVEYORS

June 4, 2004

Tremont Borough
P.O. Box 55
Tremont, PA 17981

RE: Boundary Survey - No Plan Included

Dear Councilmen:

Thank you for providing Light-Heigel & Associates, Inc. with the opportunity to submit this proposal to you.

In response to your interest in having a boundary survey (no plan included) to mark the unopened section of street between Mahantongo Street and Clay Street in Tremont Borough, Schuylkill County, Pennsylvania and in accordance with our usual procedure, I am submitting a detailed quotation for your approval. If it is satisfactory, please sign one copy and return it to our office so that we can proceed with the work.

SCOPE OF WORK

Survey

1. Deed and Adjoiner Plots
2. Set Finals

Reports

1. General Information

The Scope of Work includes those items outlined above, which by our interpretation of the various regulations, are required to complete your project. However, your project may not be received favorably by neighboring property owners, special interest groups or all of the various governmental agencies involved in the approval process.

BUDGET

The cost of the services included in this proposal is \$300.00. This service is prepaid with this signed contract. This cost is valid for ninety days (90).

The fee is for those items covered by the Scope of Work. If additional work is required to address the comments generated during the review process, you will receive a letter itemizing the additional services required and the estimated cost of those services.

Providing Answers. Designing Solutions.

A member of a PROFESSIONAL MANAGEMENT GROUP

www.light-heigel.com

CIVIL
STRUCTURAL
MUNICIPAL
ENVIRONMENTAL
HYDROLOGY
INSPECTIONS
SANITARY
WATER
LAND SURVEYS
STORM WATER
LAND DEVELOPMENT
SOILS PERCOLATION
TESTING
AERIAL SURVEYS
ZONING ENFORCEMENT
MUNICIPAL PLANNING

MAIN OFFICE
430 EAST MAIN ST
PALMYRA PA 17078
717-836-1331
1-800-257-7190
Fax 717-836-3820
COMMERCIAL: light-heigel.com

BERKS
Suite 102, Glendon Plaza
1100 Rocky Drive
Wax Lamm, PA 19009
810-676-1580
Fax 810-676-7888

HALIFAX
306 North River Rd
PO Box 202
Halifax PA 17032
717-606-0481
Fax 717-606-7145

LANCASTER
825 Silver Spring Plaza
Suite F
Lancaster PA 17601
717-285-7000
Fax 717-285-2798

LEWISBURG
142 Main St
PO Box 120
Monticello PA 17850
570-524-7742
Fax 570-524-7744

MONTGOMERY
1700 Decker Pike
Blue Bell PA 19422
610-279-1830
Fax 610-279-1828

SCHUYLKILL HAVEN
38 Dock St
Schuylkill Haven PA 17077
570-385-7438
Fax 570-385-5788

NEW JERSEY
327 Greens Ridge Rd
Stowancetown NJ 08686
1-800-257-2190

WARRINGTON
P.O. Box 638
Warrington PA 18978
715-918-2000
Fax 715-918-2604

TERMS

We add 15% to all subcontracts, fees and direct costs, which are paid by Light-Heigel & Associates, Inc.

In addition to rights we might have under the law for your failure to fulfill your part of this agreement, we reserve the right to refuse to do further work under this contract and with respect to this project if you fail to pay invoices in a timely manner or otherwise fail to fulfill your obligations with respect to other projects for which you are jointly or jointly and severally responsible or liable to us pursuant to written or verbal agreement.

All notes, diagrams, sketches, computations, drawings, electronic data, etc. developed by Light-Heigel & Associates, Inc. and related to this project are the property of Light-Heigel & Associates, Inc. This data is protected by the copyright laws. When copies in your possession are reproduced by you, it is understood that these reproductions are not certified by Light-Heigel & Associates, Inc. and no statement is given for the accuracy or completeness of the data. At anytime in the future, after completion of the project, copies of the notes and drawings in our possession may be purchased from us upon payment of the reproduction cost.

COMPLETION DATE

We will attempt to meet all deadlines, clients' schedules, and governmental agencies meetings; however, nothing in this contract or any verbal statement by any firm member shall be construed as a firm commitment on any completion date.

EXCLUSIONS

All fees, permits, taxes to municipal authorities, unless noted above.

We do not notify holders of easements, covenants, or other rights or entitlement. It is the client's responsibility to provide title reports for projects requiring a boundary survey.

Surveys are based on the latest recorded deeds of the property and immediate adjoining properties. If this data does not agree with the field evidence, additional research may be required, in which case our fee may be adjusted to cover the additional time.

CHANGES BY APPROVAL AGENCIES


All engineering and surveying work is performed in accordance with generally accepted professional standards. Where the service is performed for the purpose of obtaining a permit or approval from a governmental agency or any third party, we will endeavor to follow their regulations and criteria as nearly as professional standards permit. However, we can in no way guarantee that the bureaucratic interpretation of the numerous regulations will be the same as ours or that these governmental or third party interpretations will, in fact, be based on normal engineering standards or be consistent with previous approvals of a similar project. We do not guarantee that the permits or approval will be granted.

Light-Heigel & Associates.
June 4, 2004
Page 3 of 3

LIMITATION OF LIGHT-HEIGEL & ASSOCIATES, INC. LIABILITY

Tremont Borough hereby agrees that to the fullest extent permitted by law, Light-Heigel & Associates, Inc.'s total liability to Tremont Borough for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the project or this agreement from any cause or causes including but not limited to Light-Heigel & Associates, Inc.'s negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by Light-Heigel & Associates, Inc. under this agreement.

Any changes requested will be treated as a separate work order and may require an additional fee

By: 
David A. Smith
Vice President

Date: 6/4/04

If at any time you have questions concerning the performance of the services required under this contract, please contact Harold J. Light toll free at 800-257-2190 (voice mail), (717) 838-3820 (fax), or by E-mail at comments@light-heigel.com. Office hours Monday thru Friday are from 8:00 - 5:00. Special hours for meetings are available by request.

I hereby acknowledge that I have read the above proposal including Appendix A and agree to its Terms and Conditions.

Accepted By: _____

Printed Name: _____

Date: _____

CMR/cew
DIVISION: SK

For your convenience we accept Visa, MasterCard, and Discover Card.

If you wish to make payment with your credit card, please return the signed contract and notify our office with your additional credit card information.

APPENDIX A - DEFINITIONS

CONSTRUCTION PLANS include details and dimensions necessary to construct the facility shown on Land Development, Storm Water Control and/or Erosion and Sedimentation Plans.

EROSION AND SEDIMENTATION PLAN Includes that information normally required by the county soil conservation service. For control of E & S during construction.

LABOR AND INDUSTRY/BUILDING CODE PLANS These plans are produced to secure the indicated approval. They are not construction plans and therefore, should not be relied upon for construction details and features.

LAND DEVELOPMENT PLANS include that information normally required by the appropriate land subdivision regulations for a Land Development Plan. This is not to be construed as a construction plan

PLAN includes documents and drawings stored on electronic media.

RECONNAISSANCE INVESTIGATION satisfies the needs of the majority of our individual landowner clients who need to find or verify the locations of their boundary corners. Very often the survey marks are in place, but not visible because they are buried or covered with asphalt in the street. Additional survey services are required in cases where the original marks have been moved or destroyed, when the deed descriptions for the adjoining tracts conflict with the subject tract, or when the deed description is not accurate.

In the event that additional services are required to re-establish destroyed marks or resolve boundary conflicts, the recon survey is not lost because all of those services are also required for the resurvey.

SKETCH PLAN a plan prepared for informal discussion between the subdivider and the municipality.

The Sketch Plan contains at least the following information but does not necessarily show precise dimensions

- a. Tract boundaries labeled per deed.
- b. Name of the municipality in which the subdivision is located.
- c. North point, scale (written and graphic) and date.
- d. Name of proposed subdivision or other identifying title.
- e. Approximate location of significant topographical and physical features.
- f. Proposed general street and lot layout.
- g. A location map with sufficient information to enable location of the property.

STORM WATER PLAN includes that information required by the local regulatory agency for storm water control

STRUCTURAL DESIGN DRAWINGS indicate the overall geometry of the structure along with member sizes, connections and loads. They are not intended to be shop drawings, which are the responsibility of the fabricator.

SUBDIVISION PLANS include that information normally required by the applicable subdivision regulations

SURVEY whenever the word survey appears in this proposal, it defines the process whereby property corners are marked, established or discovered, it does not include the placing of intermediate points on line or marking the property line in any manner.

We may attempt to contact adjoining property owners for additional information.



BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

DATE SERVED: JANUARY 19, 2006

JEFFREY S MACK
Complainant

DOCUMENT
FOLDER

v.

PPL ELECTRIC UTILITIES CORPORATION
Respondent

Complaint Docket
No: C-20065772

DOCKETED

JAN 19 2006

FORMAL COMPLAINT NOTICE TO RESPONDENT TO ANSWER OR SATISFY

TO: PPL ELECTRIC UTILITIES CORPORATION

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).

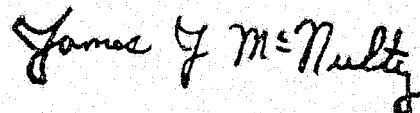
2. If you fail to either satisfy this complaint or to file answer or other responsive pleading within twenty (20) days, you will be deemed to have admitted all the allegations in this complaint in accordance with Section 5.61 of the Commission's Rules of Administrative Practice and Procedure, 52 Pa. 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



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

IN REPLY PLEASE
REFER TO OUR FILE

DATE SERVED: JANUARY 19, 2006

C-20065772

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

**DOCUMENT
FOLDER**

Dear Mr. Russell:

A complaint has been filed against you before the Pennsylvania Public Utility Commission by JEFFREY S MACK. 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.

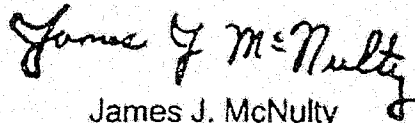
Detailed instructions on how to proceed are contained in the attached pages. You are advised to read them carefully.

JANUARY 19, 2006

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,



James J. McNulty
Secretary

SS

GROSS, MCGINLEY, LABARRE & EATON, LLP

MALCOLM J. GROSS
PAUL A. MCGINLEY
DONALD LABARRE, JR.
J. JACKSON EATON, III
MICHAEL A. HENRY
PATRICK J. REILLY
WILLIAM J. FRIES
ANNE K. MANLEY
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JOHN F. GROSS
KIMBERLY G. KRUPKA
K. A. SPOTTS KIMMEL
ERROL C. DEANS, JR. *
ANDREW H. RALSTON, JR.
LOREN A. WALMER

OF COUNSEL
DAVID C. KEEHN

*Also admitted in NY

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

ORIGINAL

February 6, 2006

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FEB 6 2006

VIA FEDERAL EXPRESS

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

DOCUMENT
FOLDER

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

RE: Jeffrey S. Mack v. PPL Electric Utilities Corporation
Docket No. C-20065772


Dear Mr. McNulty:

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

Pursuant to 52 Pa. Code §1.11, the enclosed document is to be deemed filed on February 6, 2006, 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,


JOHN F. GROSS

JFG/jeh

Enclosure

cc: Jeffrey S. Mack (w/ enc.)

Diedre L. Bilger (w/ encs.)

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BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

JEFFREY S. MACK

Complainant,

v.

PPL ELECTRIC UTILITIES CORPORATION,

Respondent.

COMPLAINT DOCKET
NO. C-20065772

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FEB 6 2006

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

NOTICE TO PLEAD

TO: Jeffrey S. Mack
48 Mahantongo Street
Tremont, PA 17981

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 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: 

JOHN F. GROSS

Dated: February 8, 2006
at Allentown, Pennsylvania

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

JEFFREY S. MACK

Complainant,

v.

PPL ELECTRIC UTILITIES CORPORATION,

Respondent.

COMPLAINT DOCKET
NO. C-20065772

RECEIVED

FEB 6 2006

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

ANSWER WITH NEW MATTER OF PPL ELECTRIC UTILITIES CORPORATION

PPL Electric Utilities Corporation (hereafter "PPL"), by its attorney, hereby Answers, with New Matter, the Complaint in the above-captioned proceeding as follows:

1. Admitted.

2. Admitted.

3. Admitted.

4. Admitted in part and denied in part. PPL admits that on March 8, 2004, Jeffrey S. Mack

(hereinafter "Complainant") called for information regarding connecting service at 48 Mahantongo Street, Tremont, Pennsylvania. PPL admits that it then discussed options of providing service to the Complainant's property over the next several months. Further, PPL admits that Complainant proposed on June 17, 2004 that PPL extend its facilities along a paper street shown on a map located in the Tremont Borough offices.

By way of further answer, the paper street, Mahantongo Street, dissects a property adjacent to the Complainant's. As Mahantongo Street was apparently never opened, accepted or dedicated and there was no indication in the field as to the location of the street, PPL required a survey before the route along Mahantongo Street could be designed. After the survey was conducted, PPL was informed

DOCUMENT
FOLDER

DOCKETED
FEB 14 2006

by the Complainant's neighbor that it objected to the extension and that it could find no known recorded data that verified that section of Mahantongo Street actually existed. The neighbor, however, agreed to allow the extension if it could obtain an official abandonment of the street from the Borough and an explanation for why power could not be provided across another neighbor's property. Ultimately, the Borough refused to take action regarding Mahantongo Street and the neighbor refused to grant the right of way to PPL.

PPL admits that through March of 2005, it designed four separate line routes for this project because of the numerous issues related to obtaining rights-of-way. By way of further answer, those re-designs were a direct result of Complainant's actions and demands with respect to the route for the facilities. Further, those re-designs required a number of on site meetings and negotiations. Based on the Complainant's preferred routes PPL admits that the Complainant might have incurred expenses with respect to certain survey work. PPL is without knowledge or information as to the amount of Complainant's expenses, therefore all such amounts are denied.

PPL denies that it is in any way responsible for Complainant's costs.

PPL denies that it was unreasonably slow in installing facilities or in any other way with respect to this matter. By way of further answer, PPL will not install any facilities until rights-of-way are in place. Once all of the right-of-way issues had been resolved, PPL acted promptly to complete the facilities extension.

All the remaining allegations within Complainant's Complaint are denied. PPL avers that the price to extend the facilities is justified and fair.

By way of a further response, PPL avers that the facilities were installed, in their current location, at Complainant's express request, understanding the costs involved, pursuant to PPL's construction standards.

PPL denies that it has been unreasonable or failed to provide adequate service to the Complainant. PPL denies that it has violated any provision of its Tariff or regulation of the Public Utility Commission.

On May 26, 2005, the Bureau of Consumer Services issued a decision at BCS Case Number 18842037, finding no violation and that PPL attempted to accommodate the Complainant by extending facilities along his preferred route, but that rights-of-way could not be obtained. A copy of the BCS decision is attached hereto as **Exhibit "A"** and incorporated herein by reference.

5. Denied. Paragraph 5 constitutes a request for relief to which no response is required. To the extent a further response may be required, PPL incorporates herein by reference, as if set forth fully at length, its aforementioned response to Paragraph 4 of the Complaint.

NEW MATTER OF PPL ELECTRIC UTILITIES CORPORATION

PPL, by its attorney, hereby raises as a New Matter, pursuant to Section 5.62, Title 52 of the Pennsylvania Code, 52 Pa. Code § 5.62, the following:

6. Paragraphs 1 through 5 of PPL's Answer are incorporated herein by reference as though set forth fully at length.

7. Complainant's Complaint is barred by the Doctrine of Consent.

8. Complainant's Complaint is barred by the Doctrine of Estoppel.

9. Complainant's Complaint is barred by the Doctrine of Laches.

10. Complainant's Complaint is barred by the Doctrine of Waiver.

11. Complainant's Complaint is barred by the Doctrine of Justification.

12. The Pennsylvania Public Utility Commission (hereinafter, the "Commission") has no jurisdiction to determine the existence of a paper street in the Borough of Tremont.

13. The Commission does not have jurisdiction over the subject matter of the Complaint.

14. The Commission does not have the authority to award the monetary relief to Complainant as demanded.

WHEREFORE, in view of the foregoing, PPL respectfully requests that the Pennsylvania Public Utility Commission deny the above captioned Complaint.

Respectfully submitted,

PPL Electric Utilities Corporation

By: 

JOHN F. GROSS

Dated: February 8, 2006
at Allentown, Pennsylvania

VERIFICATION

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COMMONWEALTH OF PENNSYLVANIA)
: SS
COUNTY OF LEHIGH)

FEB 6 2006

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

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: 2/8/06

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

JEFFREY S. MACK

Complainant,

v.

PPL ELECTRIC UTILITIES CORPORATION,

Respondent.

COMPLAINT DOCKET
NO. C-20065772

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FEB 6 2006

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

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):

Jeffrey S. Mack
48 Mahantongo Street
Tremont, PA 17981

Dated this the 8th day of February 2006.

GROSS, MCGINLEY, LABARRE & EATON, LLP

By: 

JOHN F. GROSS
I.D. #82079

Attorney for PPL Electric Utilities Corp.
33 South 7th Street, P.O. Box 4060
Allentown, PA 18105-4060
(610) 820-5450 – Phone
(610) 820-6006 – Fax

Exhibit "A"

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Informals Formals

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- Case Search
- Reports
- Final Review (10)

Decision Detail

General			
BCS Case No.	1884203	CSS Account No.	0000000000
Customer Name	JEFFREY MACK	Investigator Name	BARBUSH, BARBARA
Address 1	48 MAHANTONGO STREET	Service Class	RESIDENTIAL
Address 2		Case Origin	TELEPHONE
City, State Zip	TREEMONT, PA 17981	Head Date	
Service Restore Amount		Current Monthly Payment	
Service Continue Amount		Service Continue Date	
Decision Issue	No	Ending Monthly Payment	
Chapter		Oral/Written	Oral
Section Rule		Violation	NO
Total Balance	88888.88	Closed Date	05/26/2005
Reconnect Amount		Balance Date	
Special Budget Amount		Regular Budget Amount	
Arrears Payment Plus		Final Monthly Payment	
Resolution	VERBAL CLOSE - CU UNSATISFIED. FEELS COMPLETION TOOK TOO LONG. STATES OUT MONEY FOR SURVEY WHICH CO NEVER USED. CU STATES CO DID NOT NEED ANY OTHER ROW OTHER THAN BOROUGH & SELF. FEELS CO COULD HAVE RUN ELECTRIC A SHORTER WAY. SENT CU FORMALS, ADV CU ADV RPT SHOWS MTG TOOK PLACE BETWEEN PARTIES. CO DID ATTEMPT TO ACCOMODATE CU REQ TO INSTALL ELEC LINE ALONG WHAT CU THOUGHT WAS MAHANTONGO ST. ROW COULD NOT BE OBTAINED FROM ADJACENT PROPERTY OWNERS. RPT INDICATES BOROUGH PERMIT RECV'D 3/10/05, MR PARKER'S ON 3/8/05 AND CU ON 3/14/05. CU SVC EXTENSION PMT RECV'D 3/16/05 & JOB		

RELEASED FOR CONSTRUCTION. POLES BEING DELIVERED BY VENDOR 4/14/05. WORK EXPECTED TO BE COMPLETED BY 4/29/05 WEATHER PERMITTING. LINE WORK & SVC COMPLETED 5/3/05.

Terms	
Letter Description	

Action Required Options	
Action Required	<input checked="" type="radio"/> Yes <input checked="" type="radio"/> No
WorkQ Category	<input type="text"/>
Sub Category	<input type="text"/>
Up Front Amount	<input type="text"/> Up Front Due Date <input type="text"/>
Bill Type	<input type="text"/>
Plus Amount	<input type="text"/>
Beginning Date	<input type="text"/>
Write-Off Amount	<input type="text"/>
Comments	LINE WORK & SVC COMPLETED 5/3/05.
Processed By	KMWENN
Processed Date	5/26/2005 12:46:12 PM

Assume Case