

COMMONWEALTH OF PENNSYLVANIA  
PUBLIC UTILITY COMMISSION

David Morales,  
v.  
PPL Electric Utilities  
Corporation  
In-Person

Docket No.: C20077505

Pages: 1 - 14

Scranton State Office Building  
100 Lackawanna Avenue  
Room 318  
Scranton, PA 18503

Wednesday, August 15, 2007  
Commencing at 10:23 a.m.

BEFORE:

EMBER JANDEBEUR, Administrative Law Judge

APPEARANCES:

DAVID MORALES, Pro Se  
For the Complainant

ANDREW H. RALSTON, JR., Esquire  
Gross, McGinley, LaBarre & Eaton, LLP  
33 South Seventh Street  
P.O. Box 4060  
Allentown, PA 18105-4060  
For the PPL

ALSO: Terry Baumgardner (PPL), Douglas Morales

REPORTER: MICHAEL MAZZEI

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## P R O C E E D I N G S

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2 -----  
3 JUDGE EMBER JANDEBEUR:

4 This is the time and place for the in-  
5 person hearing of David Morales versus PPL Electric  
6 Utilities Corporation. Now one of you is Mr. Morales,  
7 I assume; am I saying that correctly?

8 MR. MORALES:

9 Yes.

10 JUDGE:

11 Okay. I have David Morales in the  
12 hearing room on his own behalf. and I have Andrew  
13 Ralston on behalf of PPL. It is now about 10:23. The  
14 parties have been discussing potential settlement. I  
15 understand from Mr. Ralston that they have indeed  
16 settled and Mr. Ralston, you're going to put on the  
17 record what that settlement is?

18 ATTORNEY RALSTON:

19 Yes, Your Honor. As it is made clear  
20 from both our preliminary objections and brief, which  
21 I'd like to have marked as part of the record in this  
22 case, which I had submitted to you earlier, PPL  
23 disagrees with Judge --- Chief Administrative Law  
24 Judge Smith's opinion that the Public Utility  
25 Commission has jurisdiction over this case. As a

1 result of that, we would like to preserve our ability  
2 to appeal that decision to the full Public Utility  
3 Commission, while at the same time we have agreed to  
4 resolve the underlying factual dispute with the  
5 Morales's --- with Mr. Morales. And as a result, Mr.  
6 Morales is going to be dismissing his complaint ---

7 JUDGE:

8 Withdrawing.

9 ATTORNEY RALSTON:

10 --- withdrawing his complaint. And in  
11 exchange for that, PPL will send an engineer to Mr.  
12 Morales s property some time, hopefully next week, to  
13 discuss with Mr. Morales a mutually agreed upon place  
14 to relocate the pole in question. And once a mutually  
15 agreed upon place is determined by the parties, Mr.  
16 Morales will agree to execute a written right-of-way  
17 agreement for that pole -- an easement for that pole,  
18 and PPL will pay to have the pole moved to that new  
19 location --- new mutually agreed upon location.

20 JUDGE:

21 Very nice. Now, one point of  
22 clarification. If Mr. Morales withdraws his  
23 complaint, you have nothing to appeal.

24 ATTORNEY RALSTON:

25 That's why I didn't couch it as ---.

1                   JUDGE:

2                   Now, I might be able to help you with  
3 that.

4                   ATTORNEY RALSTON:

5                   Okay.

6                   JUDGE:

7                   I'll tell you my take on the Chief's  
8 ruling. Looking at Messina and Bell, the language in  
9 it is squirrely, as you all know lawyers can be. And  
10 ---.

11                   ATTORNEY RALSTON:

12                   Read the language in this morning call  
13 case, Your Honor, is actually pretty humorous to come  
14 to the Supreme Court's treatment of the law in this  
15 whole area. They don't pull any punches about the  
16 fact that it's very odd.

17                   JUDGE:

18                   I think what Messina said is, and what  
19 the Chief has said is, just having someone in this  
20 case that would be --- actually in this case it would  
21 be you, Mr. Ralston, put in front of me, an easement  
22 --- a piece of paper that says here's an easement.  
23 That's what the Chief is saying is a factual  
24 determination and I agree with that. But that's kind  
25 of meaningless, because okay, you got a piece of paper

1 that your next question is going to be to me to  
2 interpret what that piece of paper means. That's the  
3 point at which I no longer have authority or  
4 jurisdiction. You need to be in a civil court for an  
5 explanation of what --- legally what this easement  
6 means. I can't do that for you, and I won't do that  
7 for you. That's where the rub comes in in the Chief's  
8 ruling, because it just seems sort of silly to be here  
9 today, if someone is going to hand me a piece of paper  
10 or in this case, it's clear nobody ---

11 ATTORNEY RALSTON:

12 Nobody's going to. That's what makes it  
13 worse.

14 JUDGE:

15 --- nobody's going to hand me a piece of  
16 paper. So then your next foray is going to be an  
17 easement by prescription. Again, you can't do it in  
18 front of me. You got to be in front of a real court.  
19 This is an Administrative Agency Court, and I just  
20 don't have that authority. The Common Pleas Court  
21 Judges do have that legal authority; that's who you  
22 would need to be in front of. So if you had continued  
23 today, that's the point at which we would have just  
24 stopped, because I can't help you.

25 That being said, I --- and I want to tell

1 you all this. I think that the Company being willing  
2 to move the pole and pick up the tab for it, is  
3 excellent. That's a concession they don't have to  
4 make to you.

5 MR. MORALES:

6 Excuse me, Your Honor. Can I interject?

7 JUDGE:

8 Absolutely.

9 MR. MORALES:

10 I would like some record of the facts,  
11 the time frame this will be done, because this is  
12 actually it held me up for a substantial amount ---.

13 JUDGE:

14 Well, did you ask Mr. Ralston?

15 ATTORNEY RALSTON:

16 I made a recommendation over there.

17 JUDGE:

18 Okay, go ahead.

19 ATTORNEY RALSTON:

20 I think we had discussed that, and we had  
21 mentioned that we're going to put this on an expedited  
22 --- expedite the job. Unfortunately there's no way of  
23 giving a time certain ---

24 JUDGE:

25 Time date, sure.

1                   ATTORNEY RALSTON:

2                   --- about when it's going to be, because  
3 we don't know what the field terrain is going to  
4 reveal when we get out there; how complicated the job  
5 is going to be. One second.

6                   MR. BAUMGARDNER:

7                   I have to go check on our construction  
8 schedule. We can do it within a month, if there's no  
9 problem.

10                  ATTORNEY RALSTON:

11                  I mean, I can say we can do it in a  
12 month. Again, but like you heard him say, if there's  
13 no problems.

14                  JUDGE:

15                  Yeah. So hopefully before snow.

16                  MR. BAUMGARDNER:

17                  Oh, yes.

18                  JUDGE:

19                  Okay. Mr. Morales, before snow.

20                  ATTORNEY RALSTON:

21                  Hopefully within a month.

22                  JUDGE:

23                  Thirty (30) days to snow.

24                  MR. MORALES:

25                  That s substantial. Just for the

1 situation that it's already, but if that's what it's  
2 got to it, that's what it got to be. Because I  
3 understand their predicament, too. You know, the time  
4 frames and terrain and everything else, you know. But  
5 until snow --- sounds good.

6 JUDGE:

7 Okay.

8 MR. MORALES:

9 I hope it don't snow tomorrow.

10 JUDGE:

11 Okay. Now I understand that you are  
12 going to withdraw your complaint; is that correct?

13 MR. MORALES:

14 I guess that's what ---

15 JUDGE:

16 You don't have to, no. He does not have  
17 to.

18 MR. MORALES:

19 --- in order to come to my agreement.

20 ATTORNEY RALSTON:

21 That was part of the agreement.

22 JUDGE:

23 Yes, yeah. Okay, what that does is it  
24 takes it out from under me, to satisfy my folks in  
25 Harrisburg. I just need you to do that in writing.

1 All I need is a date; I David Morales wish to withdraw  
2 my Complaint, and your signature.

3 MR. MORALES:

4 Do it on a blank piece of paper?

5 JUDGE:

6 You can do it on --- you can do it on a  
7 yellow pad. It just satisfies my folks in Harrisburg.  
8 And I think we are done here today? Is there any  
9 reason that we need to stay on the record?

10 ASTORNEY RALSTON:

11 Yeah, just on the record, I do want to  
12 mention that we're going to need a couple of follow-up  
13 documents. Number one, once we find a place we're  
14 going to need a written agreement --- a written  
15 easement from you to put that new pole into its new  
16 location.

17 MR. MORALES:

18 What --- excuse me, what exactly is my  
19 recourse if they don't live up to their agreement?

20 JUDGE:

21 You have to file a Complaint again.

22 MR. MORALES:

23 I have to start all over again?

24 JUDGE:

25 Yes, but if that should happen, I mean,

1 that has not happened in my 40 years here. I haven't  
2 had any utility renege on a settlement agreement. But  
3 should that happen, you file a complaint and I would  
4 mark on it that to request that it be expedited,  
5 because of incite this, you know.

6 ATTORNEY RALSTON:

7 I don't guarantee things, but ---.

8 JUDGE:

9 Yeah, I mean, I have not seen it happen.

10 ATTORNEY RALSTON:

11 We live up to our obligation.

12 JUDGE:

13 Yeah, I haven't seen it happen. But  
14 that's what you would do. And just request that it be  
15 expedited because you had a settlement, it was not  
16 followed.

17 MR. MORALES:

18 Okay.

19 JUDGE:

20 Okay. Can we go off the record now?

21 ATTORNEY RALSTON:

22 Yes.

23 JUDGE:

24 Okay. We are adjourned on the record ---  
25 off the record.

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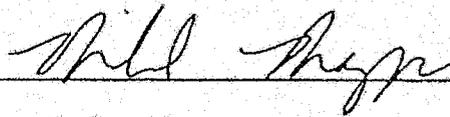
HEARING CONCLUDED AT 10:31 A.M.

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