

**BEFORE THE PENNSYLVANIA
PUBLIC UTILITY COMMISSION**

DOCKET No. C-2020-3019763

Lawrence Kingsley,
Complainant

v.

PPL Electric Utilities,
Respondent

REPLY TO PPL'S ANSWER TO AMENDED COMPLAINT

Summary

PPL's Answer to the original Complaint tried to create a distraction by taking issue with items on PUC's complaint form which were never disputed. Now, in answering the Amended Complaint, PPL tries to create other distractions without ever addressing irrefutable facts—i.e., PPL's lack of a right of way on the complaint's property; PPL's refusal to acknowledge prior commitments; PPL's long record of failure to give property owners notice of intended vegetation management, which often is vegetation mismanagement; PPL's poor environmental record in Pennsylvania and hundreds of complaints on PUC's Website; etc. PPL's new distractions include:

- Attempt to shift the burden of proof to the complainant,
- Reliance on unsupported *ipse dixits* (as though facts go away just on PPL’s say-so), and
- Enchantment with a series of logical fallacies—namely, asking the complainant to prove a negative (something that never occurred).

Incorrectly, PPL alleges that the complainant is seeking special treatment, for PPL is capable of treating all customers the same and, *sua sponte*, the court should issue a declaratory order requiring PPL to give all customers reasonable, verifiable notice of intended work on private property. The court, however, already has ruled that the complainant can speak only for himself,¹ and he does so. In suggesting that this approach is somehow inadequate, PPL, by implication, is either questioning the previous ruling or asking the complainant to violate it.

PPL thus plays a series of games, but has failed to refute a single allegation in the Complaint. Meanwhile, PPL has yet to comply with the complainant’s discovery demand and is still withholding a copy of its report to Judge Rainey.² Contrary to PPL, this report is now in the record, and it could well be responsible for misinformation. For example, the court observed in the 11/12/20 order: “It appears that Complainant is seeking to have the Commission unilaterally modify

¹ Order of 11/12/20.

² The court has yet to rule on the complainant’s Motion to Strike and Motions for Sanctions, submitted on 11/28/20.

the private agreement he reached through mediation with PPL. This the Commission cannot do.” In fact, the only mediation was in the current case, and it failed because of PPL’s unwillingness to compromise.

In general, confusion and misstatement, as in trying to deny the obvious, are PPL’s stock-in-trade. PPL’s arrogance and bad faith in this way, as well as illegality and slipperiness elsewhere, show why PPL cannot be trusted to notify customers of intended vegetation management and why stern action is needed to bring PPL to heel. PPL’s Boston owners continue to treat Pennsylvanians as pliable colonial vassals good only for the amount of revenue that can be extracted from us with a minimum of expense.

Factual Misstatements by PPL
(With reference to PPL’s numbered paragraphs)

Error (¶ 3): “It is denied that anything is being withheld from the Complainant.” Correction: PPL continues to withhold its entire report to Judge Rainey. However, 52 Pa. Code §§ 1.54(a) requires service by all parties in a proceeding. Judge Rainey had no need to articulate this requirement, which goes without saying. Arguably, PPL would not conceal this report unless it contains blatant distortion. Even though mediation itself is inadmissible, PPL is abusing process to the extent that it uses mediation as an opportunity for backstabbing, corruption of the record, and tarnishing of the complainant.

Error ¶ 4): “All vegetation work was properly performed.” Correction: PPL’s vegetation mismanagement is the reason for this Complaint. Demonstrable facts—butchered trees, heavy limbs lying on the ground, and other make-work for PPL’s contractors who get paid by the job—do not disappear purely on PPL’s say-so. Ample photographic evidence of PPL’s excesses will be produced if PUC grants a hearing in this matter.

Error (¶ 5): Denial of “required notification for vegetation management.” Correction: PPL cannot produce proof of any notification that occurred and has not even attempted to. Instead, PPL tries to shift its burden of proof to the complainant. However, PPL knows that one cannot prove a negative (something that never happened). It remains PPL’s burden to show that it ever complied with its obligations and commitments.

Error ¶ 6): Denial of fire and electrocution risk from PPL’s above-ground wiring. Correction: Widely reported California fires have shown the danger of fire from electrical wiring. Electrocution from fallen wires is another obvious danger. For both safety and aesthetic considerations, 52 Pa. Code §57.84 mandates the placement of all new wiring underground. To date, however, PPL has brought problems on itself by stringing wires through wooded backyards instead of burying these wires or using conventional poles on the street, where eight feet on either side of the road are owned by the municipality. Since PPL is unwilling to bury its

wiring, the complainant has proposed an auction of PPL's service area, where the winning bidder would have to bury a certain percentage of existing wiring each year until all wiring is underground.

Error (¶ 7): Denial of the fact that PPL never obtained a right of way on the complainant's property. Correction: PPL has the burden of producing incontrovertible proof of a right of way. If PPL possessed this proof, PPL would produce it and lay this matter to rest. But by resorting to empty arguing, PPL tacitly acknowledges its lack of a right of way.

Error (¶ 8): Denial of any regulatory breach. Correction. PPL cannot show compliance with § 1501 of the Public Utilities Code because its vegetation management on the complainant's property was "neither safe nor reasonable, but instead excessive."³ Here again is a simple question of fact which PPL is foolish to deny.

Error (¶ 9): Repetition of the above error word for word. Correction: Same as above.

Error (¶10): Denial of PPL's notification requirements and false assertion that the complainant seeks special treatment. Correction: For reasons stated in the Complaint, PPL is required to notify all property owners affected by planned

³ The Amended Complaint also noted that PPL breached 66 Pa.C.S.A. Public Utilities § 1502, subjecting the complainant to "unreasonable prejudice or disadvantage," by not adhering to the requirements of § 1501 of this Code, by not employing other means for safe and secure electric service, and by elevating pecuniary interests of PPL's Boston owners over his property rights.

vegetation management. The complainant thus is merely asking PPL to comply with obligations that it already has. In trying to deny the obvious, PPL is arguing frivolously.

Error (¶¶ 11-14): Repetition of the previous error. Correction: same as above.

Error (¶¶ 15-18): Denial of improper billing. Correction: PPL fails to address allegations in the Complaint and instead offers unsupported *ipse dixits* that everything is honky dory. By refusing to answer specific allegations, PPL perhaps hopes to avoid calling attention to them.

Re: Improper Billing

Error (¶¶ 19-23): Denial that PPL should refund the complainant's emergency payments and apply to the New York Surrogate's Court for payment from the true account holder at the time in question, the decedent's estate. Correction: Contrary to PPL, this proceeding is not conducted under Title 42, but rather 66 Pa. C.S. § 508—namely, PUC's power to vary, reform and revise contracts. PUC's power to act in the public interest has no time limitation.

No further justification for this proceeding is required; however, it can be noted that PPL overlooks at least two exceptions to the normal statute of limitations. One exception is that Section 5501(c) of Chapter 55 excludes equitable matters, which apply because PPL has violated the standard for "fair and equitable residential public utility service," as prescribed by Title 52 § 56.1. Billing the

complainant for someone else's account is both unjust and improper. For this reason PPL should rebill the decedent's estate through the New York Surrogate's Court. PPL's online billing system still lists the decedent as having a valid account, and PPL continues to hold her security deposit.

Under Section 5527(b) of Chapter 55, a second exception to the statute of limitations applies to proceedings which are not "subject to another limitation specified in this subchapter." PPL's need to apply to the New York court is hardly envisioned by Title 42 and thereby is one of the exceptions for which the statute provides.

Conclusion

PPL's games about burden-shifting, logical impossibilities (proof of a negative), and poker face denials are transparent and unconvincing. PPL, in effect, concedes that it cannot answer the complainant on the facts or law and has resorted to another hack job. PPL's unending evasions in this case underscore need for the remedies sought by the Complaint.

Dated: Lancaster, PA
Feb. 8, 2021

Respectfully submitted,

/S/

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Certificate of Service

I hereby certify that on Feb. 8, 2021 I emailed a true copy of my Reply to PPL's Answer to the Amended Complaint, dated on the same day, to PPL's counsel, Kimberly G. Krupka, Esq., located at:
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