

**Lawrence Kingsley
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June 10, 2021

Public Utility Commission
400 North Street
Keystone Bldg.
Harrisburg, PA 17120

Dear Sir/Madam:

I am filing the following Motion to Modify Order and supporting Affidavit pursuant to the Commission's instructions on June 9, 2021.

I first submitted the first version of this Motion on May 26 (Confirmation Number 2148662) as part of Case No. C-2020-3019763.

Thank you for your attention and courtesy.

Sincerely yours,

/S/

Lawrence Kingsley

**BEFORE THE PENNSYLVANIA
PUBLIC UTILITY COMMISSION**

DOCKET No. C-2020-3019763

Lawrence Kingsley,
Complainant

v.

PPL Electric Utilities,
Respondent

MOTION FOR MODIFICATION OF ORDER

The complainant moves for modification of the court's May 6, 2021 orders. In support thereof, he states as follows.

Procedural Issues

The complainant was unaware that duly efiled, processed, and accepted pleadings needed to be refiled by email for the May 6, 2021 hearing. While he timely filed two new exhibits for this hearing, he assumed that the entirety of PUC's record was before the court, so that nothing already filed needed to be duplicated. He did not understand that, in calling for exhibits, the court really meant duplication

of the record in this case. PPL was tripped up by this same ambiguity.¹

In support of this motion, the complainant is refiling (emailing Judge Buckley) his main pleadings in this case, including the two motions that were denied on procedural grounds rather than their merits. Those motions consist of the Motion to Strike exhibits, which PPL filed without foundation, attestation, or known purpose, and the Motion to Compel Discovery and New Motion for Sanctions.

Facts

Relevant facts for this motion are stated in the complainant's Second Amended Complaint which the court ordered.

Reasons for This Motion

The complainant believes that the court overlooks or misconstrues significant portions of this case.

Lack of mediation in prior case.

Contrary to the court and as previously noted by the complainant,² there was no mediation in the informal complaint (Case No. 3682784) which preceded this

¹ The post-hearing order reads: "the only communication that I have received from the parties was the April 21, 2021 email containing PPL's proposed exhibits. I was never properly served with the Amended Complaint or PPL's Answer thereto."

² See complainant's 2/8/21 Reply to PPL's Answer at 2-3.

formal complaint.³ PPL has misinformed the court if its report to Judge Rainey states otherwise.⁴

Need for discovery.

Discovery is normally allowed in litigation. Contrary to the May 6 order, the Motion to Compel Discovery is specific as to PPL's failure to answer at all either of two sets of Interrogatories (re: 52 P.Code § 5.341) or to adhere to the requirements of 52 P.Code §5.349 (re: production of documents).⁵ Each discoverable item is also specific in terms of the information sought and period in question.⁶ Surprisingly, the court offers no discussion of overreach in respect to any discovery request.

Contrary to the court's reasoning, there is no allegation that PPL has failed to comply with an order of the Presiding Officer; the complainant asserts only that he

³ The court's Nov. 12, 2020 order states: "It appears that Complainant is seeking to have the Commission unilaterally modify the private agreement he reached through mediation with PPL. This the Commission cannot do." However, as argued below, the final judgment in the current case automatically will replace the private agreement unless the court reinstates the prior judgment.

⁴ Despite obligation to service all parties in a dispute, as provided by 52 Pa. Code § 1.54(a), PPL has repeatedly refused to serve a copy of this report on the complainant. The complainant has sought an opportunity to correct any misinformation which PPL has presented behind his back. The court effectively has allowed PPL an *ex parte* hearing that could have tainted the record.

⁵ PPL's conduct is also tantamount to concealment of records in violation of §3308 of the Public Utility Code.

⁶The actual Interrogatories are appended to the accompanying Motion to Compel Discovery and Motion for Sanctions."

entitled to a reasonable degree of discovery, that PPL flagrantly has shirked its responsibility under 52 Pa. Code § 5.321(f)(2) to make a good faith effort to disclose discoverable information and that therefore PPL should be sanctioned for its misconduct.

Motion to Strike.

The court denied the Motion to Strike because, the court said, “there is at present no testimony or document before the presiding officer to strike,” but the documents in question are the exhibits which PPL filed in this case, and they have remained in the court record ever since they were filed. The complainant believes that, with an important exception, PPL’s exhibits are potentially prejudicial to him and that, also acting as a distraction from the facts of this case, they should be stricken.

The court stated, “Any objectionable material or testimony may be properly objected to at hearing,” but gave the complainant no opportunity to address this matter, then abruptly ended the hearing while the complainant was trying to speak.

Irrelevance of prior case.

The court read into the record the adjudication in the parties’ prior case, but this adjudication is irrelevant because it will be replaced by the final judgment in the current case. For the same reason, the court has an opportunity to strengthen this prior ruling, but unless the court reiterates it in some fashion, the complainant

will be worse off than he was before seeking his rights in this litigation. That is, without rearticulation—hopefully, extension—of the prior judgment, PPL will have no meaningful constraints and can again wreck havoc on the complainant’s property.⁷

Contrary to the court, there is no reason to believe that PPL will honor its commitments. We cannot turn a blind eye to PPL’s track record of flagrant shirking of its responsibilities, as in:

- Ignoring the complainant’s Interrogatories.
- Failing to serve pleadings on him.
- Polluting the Susquehanna River and other areas for which PPL has been fined.
- Stonewalling PA Treasurer Joe Torsella by refusing to release unredacted documents relating to hundreds of thousands of dollars of unclaimed property which Treasurer Torsella wanted to return to rightful Pennsylvania owners.
- Felling trees and polluting wells as standard operating procedure.
- Failing to adhere to P.S. 67 § 459.8(m)(1), which requires PPL to place it manhole covers at the same elevation as the roadway. (Unexpected bumps in

⁷ Only fear of bad publicity and intimation of a new cause of action may restrain PPL.

the road are often the result of PPL’s habit of acting without restraint.)⁸

— Mismanagement of the account of Linda Schoener, whose estate the complainant administers. Without warrant or explanation, PPL has converted her security deposit and refused to bill the estate for the period when the estate, as opposed to complainant, was the account holder.⁹

— Etc.¹⁰

PPL’s known abuses and arrogance in these area offer little confidence that PPL will suddenly start acting legally.

Prevention of irreparable harm.

PPL’s refusal to commit to verifiable notification of the complainant prior to non-emergency vegetation management (which is often mismanagement) suggests that PPL wants freedom to abrogate its agreement to notify him before inflicting irreparable damage.

Accordingly, this case is not about unfounded fears imputed to the complainant, but about prevention of irreparable harm for if PPL again “butchers” the complainant’s trees, it will be too late to complain. Contrary to the court,

⁸ P.S. 67 § 459.8(m)(1) states: “The top of every manhole . . . shall be at the same elevation as the surface in which it is located.”

⁹ See Count II of the complainant’s Amended Complaint, dated 5/26/21.

¹⁰ See complainant’s Oct. 8, 2020 Memorandum, Better Business Bureau complaints against PPL (appended to the complainant’s Motion to Strike and Motion for Sanctions), and PUC’s own extensive list of complaints about PPL.

prevention of prospective harm is a standard regulatory concern, as when the FAA grounded Boeing 747 Max airplanes over safety concerns, when Federal Motor Vehicle Safety Standard 208 mandated seat belts, when the FTC banned cigarette advertising from television; when TSA screens airline passengers for weapons; or in countless other decisions by the FDA, SEC, EPA, DEP, and PUC itself.

Prevention of prospective harm is the reason why citizens receive Covid vaccinations, why there are guardrails on highways, background checks for gun purchases, injunctions, controlled medications; etc. Prospective harm is the subject of over a 1,000 cases in Pennsylvania and should figure in PUC's mission to protect the public while balancing consumer and utility interests.¹¹ PUC should not abdicate its regulatory function by allowing PPL to conduct vegetation management as though PPL exercises eminent domain throughout its service area. Instead, PUC should protect citizens of the Commonwealth, not just PPL's owners in Boston.

On the other hand, the complainant is not trying to restrain PPL from

¹¹ Representative cases include: Sample cases include *Commonwealth of Pa. v. Chmiel*, 30 A.3d 1111 (Pa. 2011); *Com. v. Holland*, 518 Pa. 405 (Pa. 1988); *Locker v. Hudson Coal Co.*, 87 Pa. D. C. 264, 267; *Thompson Coal Co. v. Pike Coal Co.*, 488 Pa. 198 (Pa. 1979); *Bilt-Rite v. the Architectural Studio*, 581 Pa. 454 (Pa. 2005); *Salsgiver Commc'ns, Inc. v. Consol. Commc'ns Holdings, Inc.*, 3d 957, 968 (Pa. Super. Ct. 2016); *Cnty. of Allegheny v. Allegheny Cnty. Prison Emps. Indep. Union*, No. 122 C.D. 2020 (Pa. Cmmw. Ct. (2020)); *Lutheran Distributors v. Weilersbacher*, 650 A.2d 83 (Pa. Super. Ct. 1994); *Shiflett v. Lehigh Valley Health Network*, 217 A.3d 225 (Pa. 2019); *Burns v. Baumgardner*, 303 Pa. Super. 85 (Pa. Super. Ct. 1982); *In re Griffin*, 456 Pa. Super. 440 (Pa. Super. Ct. 1997); *In re Realen Valley Forge Greenes*, 576 Pa. 115 (Pa. 2003); *Cnty. of Allegheny v. Allegheny Cnty. Prison Emps. Indep. Union*, No. 122 C.D. 2020 (Pa. Cmmw. Ct. (2020)); *In re Griffin*, 456 Pa. Super. 440 (Pa. Super. Ct. 1997); *In re Realen Valley Forge Greenes*, 576 Pa. 115 (Pa. 2003); etc. PUC Mission Statement is found at <https://www.puc.pa.gov/about-the-puc/>.

necessary tree work, although he believes that all PPL wiring should be underground as 52 Pa. Code §57.84 now requires of PPL for new construction. The complainant merely wants verifiable notification at least 30 days in advance of PPL's intended work on his property and statement of how extensive this work will be, so that, if appropriate, he can contest excessive work with the aid of expert testimony either in dialog with PPL, through PUC, or via injunctive relief.

Conclusion

The court's May 6 order significantly prejudices the complainant. He thus asks for modification of this order by /to the extent of:

- A. Allowing the Motion to Compel Discovery and Motion for Sanctions.
- B. Allowing revision of the new amended complaint after PPL fully complies with the discovery request.
- C. Recognizing that prevention of irreparable harm is a legitimate interest of PUC.

Dated: Lancaster, PA
May 26, 2021

Respectfully submitted,

/S/

Lawrence Kingsley
2161 West Ridge Drive
Lancaster, PA 17601
646-543-2226

Certificate of Service

I hereby certify that on May 26, 2021 I emailed a true copy of the
within papers to PPL's counsel:

Kimberly G. Krupka, Esq.
Gross McGinley, LLP
33 S Seventh Street, PO Box 4060
Allentown, PA 18105-4060

Respectfully submitted,

/S/

Lawrence Kingsley
2161 West Ridge Drive
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646-543-2226

**BEFORE THE PENNSYLVANIA
PUBLIC UTILITY COMMISSION**

DOCKET No. C-2020-3019763

Lawrence Kingsley,
Complainant

v.

PPL Electric Utilities,
Respondent

**AFFIDAVIT IN SUPPORT OF
AMENDED COMPLAINT DATED MAY 25,2021**

Being duly sworn, the complainant Lawrence Kingsley deposes and says:

Jurisdiction

1. PUC has exclusive regulatory jurisdiction for evaluation and control of utility activities as they affect public service. *Behrend v. Bell Telephone Co.*, 431 Pa. 63, 243 A.2d 346 (1968); *Chester County v. Philadelphia Electric Co.*, 420 Pa. 422, 218 A.2d 331 (1966); *Colonial Products Co. v. PUC*, 188 Pa. Super. 163, 146 A.2d 657 (1958); *Lansdale Borough v. Philadelphia Electric Co.*, 403 Pa. 647 (1961).

PPL's Violations

2. PPL breached § 1501 of the Public Utilities Code, pertaining to “adequate . . . safe, and reasonable service,” inasmuch as the cutting of trees on my property

was neither safe nor reasonable, but rather excessive, and this action also lacked the required notification.

3. Notification of intended vegetation management was mandated by PPL's commitment to PUC¹ and, since the incident in question, also has been required by the agreement which the parties reached in my informal complaint (PUC Case No. 3682784). There PPL agreed that "any future trimming work would only happen with your prior approval."
4. The idea for this provision is that the customer should have time to contest any excessive or unnecessary work intended by PPL, whether through dialog with PPL, a new complaint to PUC, or injunctive relief in the Court of Common Pleas.
5. While suitable for immediate threat at the time, the parties' prior agreement affords little long-term protection. By the time that contractors return to my property, PPL personnel could have changed, and there is no certainty that anyone at PPL will take the trouble either to research the previous agreement or to convey its implications to contractors in the field.
6. PPL's misnames its contractors "foresters" when none of the front-line workers have any background in forestry.

¹ See PPL's Specification For Initial Clearing and Control Maintenance Of Vegetation on Or Adjacent To Electric Line Right-of-Way through Use Of Herbicides, Mechanical, And Hand-clearing Techniques, LA-79827-8. (Capitalization by PPL).

7. PPL pays its contractors by the job, and they incur no penalty for excessive work. Tree removal is a highly competitive business in Pennsylvania, requiring little more than a chainsaw and truck. These contractors consider PPL an extremely important customer and, to keep PPL happy, tend to cut more growth than is necessary,
8. They otherwise wish to move quickly through a neighborhood and consider contacting the property owner an unnecessary hindrance. The upshot is that PPL habitually, shirks the responsibility to notify the homeowner of vegetation management supposedly needed.
9. I doubt that any trimming of my trees will be needed, if at all, for many years, but before PPL undertakes any new work (for then it will be too late), I would like an opportunity to contest the extent of this work.
10. After PPL's prior "butchering" of my trees, the basis of this request is my need to monitor PPL's compliance with "adequate . . . safe, and reasonable service" (re: § 1501 of the Public Utilities Code).
11. PPL's refusal to reaffirm its notification requirement, with a specified number of days in advance of the work and statement of how much work is intended, suggests that PPL has no intention of altering its current policies.
12. Under these policies PPL contractors, acting as "marauding" chainsaw gangs, can descend on a neighborhood and wreck havoc—namely, removing trees,

amputating tree limbs, poisoning shrubbery and wells, and generally marring the landscape.

13. PPL furthermore breached 66 Pa.C.S.A. Public Utilities § 1502, subjecting me 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 my property rights.
14. PPL is a subsidiary of PCG Partnerships, which is incorporated in Delaware, but has its principal offices at 40 Broad Street in Boston. “PPL operates regulated utilities throughout the United States and the United Kingdom, delivers natural gas to customers in Kentucky and generates electricity from power plants in Kentucky.”² PPL is known for hard knuckle, cost saving tactics in opposition to the will of the communities in which it operates.³
15. PPL never acquired a right of way on my property and cannot now claim it.
16. PPL does not have unfettered authority to invade private property, answering only to itself in terms of the nature and extent of vegetation management, which often is vegetation mismanagement.

² Memorandum Opinion, *PPL Corp. et al v. Riverstone et al*, Delaware Court of Chancery Case No. 2018-0868-JRS.

³ See my 10/5/20 Memorandum at 7-10. I incorporate this Memorandum as documentation for my complaint.

17. When a utility like PPL has violated §§ 1501 and 1502, courts have allowed no excuses. *West Penn Power Co. v. Pennsylvania Public Utility Commission*, 134 Pa. Commw. Ct. 53 (1990) thus held:

because vegetation maintenance is a service under section 1501 of the Code, West Penn violated the Code in that it acted unreasonably in failing to notify Brown of the intended removal . . . West Penn violated section 1501 of the Code by removing 74 trees located within and outside of the right-of-way and by failing to use reasonable means to notify Brown of the substantial vegetation removal.

18. Similarly, *Caruthers v. Peoples Natural Gas Co.*, 155 Pa. Super. 332 (Pa. Super. Ct. 1944) decided:

Where a public utility proceeds to take land without striking a satisfactory bargain with the owner and without resorting to the proper eminent domain proceedings, it is liable for damages in an action of trespass or ejectment, and, in an appropriate case, the owner is entitled to a mandatory injunction.

19. I believe that all PPL's wiring should be placed underground, but until it is, I am not asking PUC to restrain PPL from vegetation management that is appropriate.

20. Although a subsequent court should decide constitutional questions of whether PPL has violated the "takings clause" of the U.S. Constitution, the due process guaranty of the 14th Amendment, and Article of the Pennsylvania

Constitution,⁴ I am not, for simplicity, asserting these claims as part of the instant case.

21. I ask only for verifiable, adequate notice of PPL's intended work on my property and time to contest work which is excessive or unnecessary at all.
22. However, the further question that PUC should address is whether PPL brought problems on itself by stringing wires through wooded backyards instead of using conventional poles on the street or laying its wires in underground trenches.
23. The long-term solution to unending controversy about PPL's vegetation management is to require all of PPL's wiring, not just new wiring, to be placed underground. Townships, it has been decided, lack authority to make this determination, but not PUC.⁵
24. For new construction 52 Pa. Code §57.84 generally requires PPL to use underground wiring within 100 feet of a building like mine. Underground wiring affords protection against fire and electrocution from fallen wires, while keeping landscapes in a natural state free of the spoiled vistas of aerial wiring.

⁴ For example, "possessing and protecting property" and security from "unreasonable . . . seizures" are protected by Article I of the Pennsylvania Constitution. See my 10/5/20 Memorandum at 13-14 and 16.

⁵ See *Pa. Power Co. v. Twp. of Pine*, 926 A.2d 1241 (Pa. Cmwlth. 2007).

25. PPL easily could pay for excavation costs through savings in vegetation management and by laying fiber optic cables along with the wiring. Fiber optic cables, which are of keen interest today for state-of-the-art Internet connectivity, could open new revenue streams within PPL or as service to other companies.
26. If PPL is unwilling to retrofit its operations in a way that balances property rights with reliable electric service, PUC simply could place PPL's service area up for auction, whereby, as a condition of the auction, the winning bidder would have to bury a percentage of current wiring each year until, perhaps within ten years, all wiring is underground.
27. PPL would be entitled to fair compensation, but has no right to continue its poor environmental record in Pennsylvania and abuse of my property rights.⁶

Prevention of Irreparable Damage

28. Count I of this complaint arises from PPL's violation of §§ 1501-1501, but also seeks to prevent additional damage to my property.
29. Contrary to the court's Nov. 12 order, which appears to decline jurisdiction for allegations that are only "anticipatory," courts and administrative agencies regularly take action to constrain malefactors and to enhance safety. The grounding of Boeing 747 Max airplanes,

⁶ See my 5/20/20 Memorandum at 6-10.

TSA screening of airline passengers, guardrails on highways, seatbelts, background check of firearm purchasers, food and drug regulation, elevator inspections, prevention of cruelty to animals, confinement of a mentally ill person, disease prevention (e.g., mask-wearing and social distance rules re: Covid-19), injunctive relief of various types, and over a thousand cases in Pennsylvania show that prevention of prospective harm is a legitimate governmental interest.⁷

30. In contrast, PPL's assumption of a license to poison wells, to destroy assets on private property, and act as though, on its sole authority, it has eminent domain over its entire service area represents severe overreach that must be corrected.
31. Transmission of electricity is said to be a service, but it should not be a service and convenience just for PPL's Boston owners.
32. We should never have come to the point where Pennsylvanians are kept

⁷ Sample cases include *Commonwealth of Pa. v. Chmiel*, 30 A.3d 1111 (Pa. 2011); *Com. v. Holland*, 518 Pa. 405 (Pa. 1988); *Locker v. Hudson Coal Co.*, 87 Pa. D. C. 264, 267; *Thompson Coal Co. v. Pike Coal Co.*, 488 Pa. 198 (Pa. 1979); *Bilt-Rite v. the Architectural Studio*, 581 Pa. 454 (Pa. 2005); *Salsgiver Commc'ns, Inc. v. Consol. Commc'ns Holdings, Inc.*, 3d 957, 968 (Pa. Super. Ct. 2016); *Cnty. of Allegheny v. Allegheny Cnty. Prison Emps. Indep. Union*, No. 122 C.D. 2020 (Pa. Cmmw. Ct. (2020)); *Lutheran Distributors v. Weilersbacher*, 650 A.2d 83 (Pa. Super. Ct. 1994); *Shiflett v. Lehigh Valley Health Network*, 217 A.3d 225 (Pa. 2019); *Burns v. Baumgardner*, 303 Pa. Super. 85 (Pa. Super. Ct. 1982); *In re Griffin*, 456 Pa. Super. 440 (Pa. Super. Ct. 1997); *In re Realen Valley Forge Greenes*, 576 Pa. 115 (Pa. 2003); *Cnty. of Allegheny v. Allegheny Cnty. Prison Emps. Indep. Union*, No. 122 C.D. 2020 (Pa. Cmmw. Ct. (2020)); *In re Griffin*, 456 Pa. Super. 440 (Pa. Super. Ct. 1997); *In re Realen Valley Forge Greenes*, 576 Pa. 115 (Pa. 2003); etc.

in a state of colonial vassalage to Boston “overlords.”

Refusal to Correct Billing

33. Count II of this complaint arises from PPL’s refusal to provide “fair and equitable residential public utility service,” as defined by Chapter 14, § 56.1(a) of the Public Utility Code.
34. PPL refused to maintain electric service at my address unless I paid the monthly charged billed to Linda Schoener, the previous owner of the my properly. In this count, I ask for relief regarding PPL’s refusal to adjust the billing at my address, where there are two accounts, the original account for Ms. Schoener, my deceased fiancée, and a later account for myself.
35. Ms. Schoener died on 3/20/15, and the New York Surrogate’s Court, which is similar to Pennsylvania’s Orphans’ Court, appointed me Administrator of her estate six months later on 9/25/15. To keep the lights on in her house and to prevent pipes from freezing, I had to pay her account out of my own pocket while living in New York.
36. I continued living in New York City until 2/1/20 and throughout this period had a New York driver’s license; I paid New York income taxes and ConEd utility bills for my New York apartment. But to be conservative about my administrative role, I asked PPL to open an

account in my own name, and PPL did so on 8/24/17.

37. Approximately 29 months from Ms. Schoener's death to the start of my own account with PPL (3/20/15 – 8/24/17) are a period when the estate was the account holder, rather than me. PPL, in fact, billed Ms. Schoener during this period, except that I paid her bill on behalf of the estate.
38. The New York Surrogate's Court (File No: 2015-3522) ultimately will adjudicate all claims against the estate. Meanwhile, there are still outstanding questions for the estate, such as the amount and responsibility for attorneys fees.
39. Since as Administrator of the estate, I cannot favor one creditor over another, PPL should refund the sums that I paid at least for the 29 months in question and apply to the New York Surrogate's Court for payment of the same amount.
40. When I asked PPL to make this adjustment, PPL declined to do so. The amount in question represents an overcharge which should be refunded to me with interest.

Conclusion

41. Secretary Rosemary Chiavetta has directed PUC's Bureau of Technical Utility Services and Law Bureau to report best industry practices and

recommendations for vegetation management by Electric Distribution Companies (EDCs) in Pennsylvania.

42. Secretary Chiavetta has conceded that “our procedural Regulations may need to be amended in order to provide a mechanism for a customer to challenge an EDC's methodology for vegetation management and provide an appeal opportunity, such as a petition for relief, before this Commission.”⁸
43. To my knowledge, these recommendations are either unfinished or not yet publically available, but this very case may be useful to PUC for future reference.
44. As in the previous incident when PPL “butchered” my trees, PPL’s games about service in the instant complaint⁹ show that PPL cannot be trusted to furnish adequate warning of intended vegetation management.
45. Accordingly, a landmark decision is needed that would require PPL to send verifiable notification of intended vegetation management to each affected property owner.
46. One way of doing so could be to post an online notice of affected addresses, where new postings automatically would trigger an email or telephone alert to

⁸ See 47 Pa.B. 6154, found at: <http://www.pacodeandbulletin.gov/Display/pabull?file=/secure/pabulletin/data/vol47/47-39/1650.html&search=1&searchunitkeywords=ppl%20Bureau%20of%20Technical%20Utility%20Services,best%20practices>.

⁹ See my Motion to Strike and Motion for Sanctions.

customers who opt into this system. Routine billing by PPL could advise customers of their rights under this system.

47. However, because of the PPL's record of bad faith and interest in business as usual,¹⁰ the proposed Website should be administered by PUC, not PPL.

48. Otherwise, I ask for a ruling compelling PPL and its contractors to furnish:

A. Verifiable notification at least 30 days in advance of the intended vegetation management, where the verification is by USPS Certified Mail, UPS, Fedex, or, as I have offered, my written acknowledgement of an email message.

B. Written statement of the scope of the work.

49. I promptly will respond in writing to any informal notification by PPL—by email for example—and agree not to make frivolous objection to needed work. Yet, absent written response, my receipt of PPL's notification cannot be assumed.

50. On my view, PPL should be liable under the threat of substantial sanctions for any violation of the conditions listed above, and any damage created by PPL in violation of them also should be compensable in a court of law, with attorneys fees paid by the losing party.

Dated: Lancaster, PA
May 25, 2021

¹⁰ Ibid.

Respectfully submitted,

/S/

Lawrence Kingsley
2161 West Ridge Drive
Lancaster, PA 17601
646-543-2226

Certificate of Service

I hereby certify that on May 26 and June 10, 2021 I emailed a true copy of my Motion to Modify Order and supporting Affidavit to PPL's counsel: Kimberly G. Krupka, Esq., located at:
Gross McGinley, LLP
33 S. Seventh Street, PO Box 4060
Allentown, PA 18105-4060

Respectfully submitted,

/S/

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