

**BEFORE THE PENNSYLVANIA
PUBLIC UTILITY COMMISSION**

DOCKET No. C-2020-3019763

Lawrence Kingsley,
Complainant

v.

PPL Electric Utilities,
Respondent

**COMPLAINANT'S AMENDED MOTION FOR
RECONSIDERATION AND FOR ADVERSE PRESUMPTION**

Exceptions to Jan. 28 Order

The complainant asks for reconsideration of the court's Jan. 28, 2022 Order which arrived before he had time to protest PPL's response to Interrogatories which have been pending since Oct. 31, 2021. PPL submitted its response on Jan. 24 four days before this Order.

It is one thing if the court, in its wide discretion, wishes to accept PPL's answers almost three months after they were first due, but the filing date is less of a concern than the substance of PPL's answers. Allowance of these answers *nunc pro tunc*

before the complainant had a reasonable opportunity to object to PPL's boilerplate answers and repetitive evasion, not just the filing date, gives PPL an unwarranted reprieve while depriving the complainant of important evidence needed for the remainder of this case. Since the following discussion of PPL's answers shows serious, ongoing violation of PPL's discovery obligations, dismissal of the Motion to Compel was premature.

Similarly, denial of the complainant's right to object to PPL's wholly inadequate response¹ before the court even sees the objection is inconsistent with 52 Pa. Code § 5.342(g), which permits the complainant to compel interrogatory answers after the non-moving party has filed an objection.² This ruling is also unconstitutional inasmuch as it denies the complainant access to the court and "due course of law" guaranteed by Article 1§11 of the Pennsylvania Constitution. Nor should the court deny the complainant an opportunity to compile an appellate record. The Jan. 28 ruling thus tilts too far toward PPL, which the court has always treated as favorite son even though PPL is really a Boston company that has spawned hundreds of

¹ The Jan. 28 order states: "Complainant's Motion to Compel is denied, with prejudice. No further Motions to Compel or Motions for Sanctions in this regard will be entertained." The court adds in a footnote: "any refiling or "renewal" of the Motion will be denied by the terms of this Order." (Footnotes otherwise omitted.)

² Thought in the wrong form, PPL's Interrogatory answers express a series of objections. Section 5.342(g) reflects 231 Pa. Code Rule 4006(a)(2): "The party submitting the interrogatories may move the court to dismiss an objection and direct that the interrogatory be answered."

complaints to PUC, Better Business Bureau, and Pennsylvania courts.³ PUC should protect the citizens of Pennsylvania, not just PPL's Boston owners.

The instant motion arises from PPL's failure to comply with its discovery obligations, but for the record the complainant must also address undeserved criticism of him in the Jan. 28 Order. PPL, as explained below, has beached five PUC regulations in its Interrogatory answers; ignored or trivialized its discovery obligation; and, after receiving two extensions, taken an extra, previously unauthorized seven days for its response. Yet, the only party criticized by the court is the complainant, who has filed nothing since the Motion to Compel.

Beyond discovery and in support of this Motion, the appended Affidavit addresses other areas which should be brought to the court's attention.

PPL's Discovery Violations: Background and Overview

On Oct. 31, 2021 the complainant filed his Motion to Compel Interrogatory Answers About Billing,⁴ and pursuant to 52 Pa. Code 5.342(d), answers were due by Nov. 20, 2021. Under 52 Pa. Code § 5.342(g)(2) a ruling on this motion was

³ See the complainant's Oct. 5, 2020 Memorandum, Better Business Bureau reports already submitted in this case, as well as PUC's own records. Updated Better Business Bureau reports are found online at:

<https://www.bbb.org/us/pa/allentown/profile/electric-companies/ppl-corporation-0241-50006555/complaints>

⁴ The court's Jan. 28 Order lists this date as Nov. 1, 2021. There often is a difference between the time that a document is submitted to PUC and processed by PUC. Since the court expects emailed copies of documents, the complainant has been in the habit of emailing Judge Buckley and PPL's counsel on the same date that on which the document is electronically submitted to the Secretary's Bureau at PUC.

expected in 15 days since there were no novel or complex issues. However, *sua sponte*, the court offered PPL two extensions, until Jan. 13 and Jan. 17, 2022.

Without permission, PPL then took an additional seven days to respond and finally, on Jan. 24, 2022 produced two documents (combined as one) and a series of mainly boilerplate answers. By accepting these answers *nunc pro tunc* before the complainant had a chance to question them, the court *sub silentio* has approved not only the late response, but PPL's repetitive evasion and non-answers. The court's acceptance of PPL's opinion that nothing is amiss and ruling that the complainant cannot question this assumption does not exemplify the neutrality that we would expect from a trier of fact.

Previously, PPL had not responded at all to the complainant's Feb. 28, 2020 Set of Interrogatories and on March 1, 2021 had offered a seriously deficient production of documents. The court declined to take action about either offense. The upshot was that the complainant was deprived of needed discovery at the July 20, 2020 hearing. PPL's long delay in answering the new Interrogatories may have had the same objective. On the basis of the Jan. 28 Order, PPL may yet succeed in depriving the complainant of important evidence needed for the next hearing.

Like the previous document production and refusal to answer Interrogatories, PPL's new discovery response is incomplete and insufficient. PPL either refuses to answer Interrogatories at all, provides irrelevant answers to specific Interrogatories,

or simply relies on evasion, generalities, cryptic references, and boilerplate language.

PPL's answers are not even in the correct form. In conformity with 52 Pa. Code § 5.342(a)(5) and normal civil practice, PPL should have restated each Interrogatory before answering it or, more easily, replied immediately below each question in the generous space which the complainant left. By detaching answers from each question and jumbling together evasive, incomplete responses on single-spaced pages, PPL tries to obscure its failure to make a good faith attempt at answering these Interrogatories. The complainant has had to spend an inordinate amount of time combining these Interrogatories and answers.

Contrary to 52 Pa. Code § 5.342(c)(3), PPL fails to list its objections in a separate document that includes "a description of the facts and circumstances purporting to justify the objection"; instead, PPL falls back on ipse dixits and boilerplate objections in a single set of answers. Nor under 52 Pa. Code § 5.342(e)(1-2) is there any evidence that PPL served on PUC's Secretary "a certificate of service, which specifically identifies the objectionable interrogatories."

Contrary to 52 Pa. Code § 1.36, PPL's answers are not verified.

Contrary to 52 Pa. Code §§ 1.32(a)(1) and 1.32(b)(2)(i), PPL's answers are not double-spaced.

Again in these answers is suggestion that PPL considers itself too important to adhere to PUC regulations and believes that no one, including the court, would either

know or care about PPL's transgressions.

Below are the Interrogatories in question followed by what PPL omitted, an answer after each Interrogatory. The complaint clearly marks his reply to each answer.

1. On what specific part of documents do you intend to rely when the hearing in this case resumes, and what is the substance of each document?

PPL's Answer. At that time of the hearing, PPL Electric intends to rely upon the Complainant's Account Activity Statement and PPL Electric's Account Contact History, attached hereto as PPL/Kingsley 001-009. In addition, it is possible that PPL Electric may refer to prior documented BCS decisions, as well as the Account Activity Statement and Account Contact History for Linda Schoener – Estate, PPPL/Kingsley Bates 010-026.

Complainant's Reply

PPL refers to so-called Account Contact Histories whose pagination does not match anything that has been filed in this case. The "Account Contact History" which PPL submitted on Jan. 24 is numbered "PPL/Kingsley-000001" to "PPL/Kingsley-000025." Four sets of PPL's so-called Hearing Exhibits, none of which was properly introduced, are numbered "PPL/Kingsley-000001" to "PPL/Kingsley-000085." There are no pp. 001-009 or 010-026 in any of the foregoing. While PPL probably intended to cite the Jan. 24 documents, we do

not know if PPL's Answer No. 1 refers to documents which have never been filed, something meant as a red herring, or if PPL's counsel herself is confused about her exhibits.

Furthermore, PPL's "may refer to" answer leaves us guessing as to what PPL "will refer to," and none of the referenced BCS decisions are listed. This vagueness is impermissible.

2. What persons, if any, possess documents responsive to the previous Interrogatory, and what is the complete business address of these persons?

PPL's Answer. The Account Activity Statements and PPL Electric's Customer Contacts are PPL Electric business records. The BCS Decision Details are provided by the PUC and maintained as a business record of PPL Electric.

Complainant's Reply

Irrelevant answer. The question asks about the identity and contact information of persons who possess the documents in question. If PPL had provided a timely, candid answer, these persons could have been deposed regarding the completeness, integrity, and methods of creating the subject documents; and these persons yet may have insight about other personnel who can testify to these questions at trial. PPL has not answered this Interrogatory in a reasonable fashion.

3. Please state in complete detail each and every assertion, if any, which PPL made

about billing at the complaint's property in your report to Mediator Matthew Homsher, which PUC ordered on June 10, 2020.

None. As PPL Electric and the Complainant did not reach a settlement, no information was provided other than a hearing would be needed.

Complainant's Reply

On the basis of the court's assurance that no deleterious information was provided, this answer will have to suffice.

4. During the last ten years what records has PPL submitted to the Pennsylvania Public Utility Commission about the methods and scope of billing when the account holder is deceased?

PPL's Answer. Objection as this Interrogatory is overly broad, unduly burdensome and not likely to lead to the discovery of admissible evidence. By way of still further response, outside of documents which may be provided into evidence at the time of hearing in this case, Respondent would not have submitted evidence concerning billings related to the Estate of Linda Schoener to the PUC.

Complainant's Reply

PPL evades this question, which asks about its policies for billing any decedent. Once we learn how PPL bills a decedent, we then can determine if PPL billed Linda Schoener or her estate correctly. PPL's general policies and practices

about billing a decedent are therefore crucial information for this case.

5. In Lancaster County or Pennsylvania in general what is PPL's policy about requiring a security deposit from a new customer?

PPL's Answer. PPL Electric's policy for requiring a security deposit can be found within its Security deposits and credit policy, set forth at <https://www.pplelectric.com/my-account/start-stop-move-service/credit-policy#:~:text=Credit%20Policy%20for%20Existing%20Customers,in%20the%20previous%2012%20months> a copy of which is printed and attached hereto.

Complainant's Reply

PPL understands that its policies about Ms. Schoener's account is the policy in question, and if the current policy no longer governs Ms. Schoener's account, PPL should direct us to the relevant information.

6. For Lancaster County which C-Suite or senior individuals at PPL administer the policies cited above in Interrogatory No. 5, and how can these individuals be contacted? If you believe that these individuals are exempt from disclosure, please state the specific reason for your decision.

PPL's Answer. Objection as this Interrogatory is overly broad, unduly burdensome, and not likely to lead to the discovery of admissible evidence. By way of still further response, PPL Electric's Customer Service Representatives answer calls and inquiries of current and prospective ratepayers and apply the

Security Deposits and Credit Policy, attached hereto.

Complainant's Reply

PPL evades the question. The unnamed Customer Service Representatives are unlikely to be C-Suite or senior individuals at PPL, the focus of this question. We need to learn who at PPL designs or administers the policy concerning Ms. Schoener's security deposit and why PPL feels entitled to retain both this amount and payments which the complainant was forced to make in his personal, as opposed to representative capacity on behalf of the estate.

7. Please state the professional qualifications and educational background of each individual cited above.

PPL's Answer. Objection as this Interrogatory is overly broad, unduly burdensome, and not likely to lead to the discovery of admissible evidence. By of still further response, PPL Electric's Customer Service Representatives are trained in the policies of PPL Electric.

Complainant's Reply

This non-answer insults the intelligence of the court. PPL instead should answer a matter-of-fact question about the qualifications and educational background of senior executives who allegedly are taking advantage of Ms. Schoener and the complainant.

8. Who, if anyone, has possession, custody, or control of an application for PPL service

at the complainant's address for any account paid by the complainant?

PPL's Answer. Prospective Customers are not required to submit written applications for electrical service. Complainant's request for service would be noted in the Account Contact History, and with regard to Complainant's current Account is noted on PPL/Kingsley 0009 wherein it is noted that on August 23, 2017, Lawrence Kingsley contacted PPL Electric for connection as of August 24, 2017.

Complainant's Reply

There are two accounts listed at the complainant's address in each monthly bill. Here and in the following Interrogatories, PPL realizes that Ms. Schoener's account, not just the complainant's account, needs to be addressed. The dispute is about Ms. Schoener's security deposit and previous bills, not about any billing in the name of the complainant. As administrator of Ms. Schoener's estate—documentation has been provided—the complainant is entitled to recover funds which PPL forced him to pay out of his own pocket on behalf of the estate. When PPL turns a blind eye to Ms. Schoener's account and answers only about the complainant's account, which is not disputed, PPL knowingly is playing games and trying to sidestep the Interrogatory. PPL has no right to pocket Ms. Schoener's security deposit on the pretext that records about it cannot be found. We need the requested information in order to explore the

exact requirements for a security deposit when Ms. Schoener's account was first opened.

9. Does PPL retain a security deposit for any account paid by the complainant?

PPL's Answer. With regard to Account Number 16930-98011, which is in the name of Lawrence Kingsley, PPL Electric is not retaining a security deposit.

Complainant's Reply

See previous reply. PPL should answer this Interrogatory in respect to Ms. Schoener's account.

10. What are the original and current amounts of the security deposit referenced by the preceding Interrogatory and from whom did PPL receive this security deposit?

PPL's Answer. No response is required as there is no security deposit accessed against Account Number 16930-98011.

Complainant's Reply

See above discussion about Interrogatory No. 8. PPL should answer this Interrogatory in respect to Ms. Schoener's account, not just the complainant's. PPL has answered only half of this Interrogatory.

11. If PPL intends to refund the security deposit referenced above, when should it be expected?

PPL's Answer. As there is no security deposit accessed against Account Number 16930-98011, no security deposit would be returned.

Complainant's Reply

Here, again, PPL fails to address Ms. Schoener's account.

12. What were the amounts of all PPL bills paid by the complainant during March 1, 2015 to the present, whether addressed to him or to Linda Schoener?

PPL's Answer. PPL Electric's billing records are available for a four-year period.

All payments are recorded within the Account Activity Statements of Lawrence Kingsley and Linda Schoener-Estate as "Payment" on documents marked PPL/Kingsley0001-005, 0015.

Complainant's Reply

PPL should have maintained records about a dispute going back to 2017, which was within the four-year period cited by the court. Spoliation of these records or pretense that they cannot be found should not give PPL an excuse to retain payments that should be refunded to the complainant and billed to the account holder at the time, Ms. Schoener's Estate. PPL, however, fails to list totals billed either to Ms. Schoener or the complainant.

13. If not included above and exclusive of meter readings or privileged communication in this case, what reports within PPL's possession, custody, or control reference any account holder at the complainant's billing address? If you assert privilege for any such report, what is the general nature of each report, its date, and reason why you believe the report to be privileged?

PPL's Answer. Objection as this Interrogatory is overly broad, unduly burdensome, and not likely to lead to the discovery of admissible evidence as the type of communications are not limited to communications related to account billings (charges/credits). Without waiving said objection, communications with the account holder relative to the billings on an account are reflected in the AccountContact History.

Complainant's Reply

If these records are contained solely within the Account Contact History, this Interrogatory is not overly broad and unduly burdensome. However, PPL is supposed to have entered other records about the complainant as result of the parties' prior case (BCS Case Number 3682784). If PPL's only records about the complainant or Ms. Schoener (the previous account holder) are contained in the Account Contact History, the absence of records about Ms. Schoener's security deposit is suspicious in the sense of "out of sight, out of mind."

Similarly, PPL should disclose any internal reports about its refusal to rebill the estate for the period in question. If there are no records, it is doubtful that PPL has addressed an important customer concern, but if these records were purged, PPL has spoliated evidence.

14. If not included above, but exclusive of routine notices mailed to all PPL customers and records already filed in this case, what records show correspondence, phone calls, and

email messages or notices which PPL sent to or received from the complainant about billing or that included billing during March 1, 2015 to the present?

PPL's Answer. Objection as this Interrogatory is overly broad, unduly burdensome, and not likely to lead to the discovery of admissible evidence. Without waiving said objection, communications with the account holder relative to the billings on an account are reflected in the Account Contact History of an account. Further, charges and payments on an account are reflected on the Account Activity Statement.

Complainant's Reply

See prior reply which applies here as well.

15. In reference to the previous Interrogatory, what audio recordings or verbatim transcripts of phone calls with the complainant does PPL have, as opposed to purported summaries of these calls?

PPL's Answer. While PPL Electric does record some telephone calls for quality assurance, such calls are not maintained past ninety days.

Complainant's Reply

The lack of audio recordings means that alleged transcripts of customer interactions with PPL's call center are undocumented. Since many of these calls were adversarial, defensive notes which PPL added are one-sided and therefore potentially prejudicial.

16. Exclusive of the instant case and cases filed in any Pennsylvania Court of Common Pleas, how many complaints has PPL received about its billing practices in Pennsylvania during the last ten years?

PPL's Answer. Objection as this Interrogatory is overly broad, unduly burdensome, and not likely to lead to the discovery of admissible evidence. By way of further response, Complainant's Complaint is limited to the billings issued to Complainant by PPL Electric.

Complainant's Reply

Contrary to PPL, billing is the focus. PUC's Website has listed over 35 pages of complaints about PPL, many concerning billing, and the Better Business Bureau lists similar complaints. Not only are these complaints likely to mirror the instant case in significant ways, but they should help to impeach PPL's credibility. These cases accordingly are germane, and PPL should not shirk its duty to supply truthful answers to these Interrogatories. Moreover, under 52 Pa. Code § 5.342(c)(6) objection does not "excuse the answering party from answering the remaining interrogatories or subparts of interrogatories to which no objection is stated."

17. What persons, government agencies, or other entities have made the complaints cited in the previous Interrogatory, and how were each of these complaint resolved when resolution was possible? If you believe that any of this information is confidential, please list parts of each record which are not confidential and the reason(s) why you believe

the rest of these records to be confidential.

PPL's Answer. Objection as this Interrogatory is overly broad, unduly burdensome, and not likely to lead to the discovery of admissible evidence. By way of further response, Complainant's Complaint is limited to the billings issued to Complainant by PPL Electric.

Complainant's Reply

The previous reply applies here, too. PPL again is being evasive.

18. Which of the complaints, if any, cited in the previous Interrogatory were not resolved and which issues resulted in or contributed to the lack of resolution?

PPL's Answer. Objection as this Interrogatory is overly broad, unduly burdensome, and not likely to lead to the discovery of admissible evidence. By way of further response, Complainant's Complaint is limited to the billings issued to Complainant by PPL Electric.

Complainant's Reply

The previous reply applies here, too. PPL again is being evasive.

19. Please state the date and substance of any and all billing agreements into which the complainant, Linda Schoener, or her estate entered as the result of mediation or arbitration and include the name of the mediator or arbitrator.

PPL's Answer. Objection as this Interrogatory is overly broad, unduly burdensome, and not likely to lead to the discovery of admissible evidence. By

way of further response and without waiving said objection, communications between PPL Electric and the Estate of Linda Schoener can be found in PPL/Kingsley 0016-0019 and the BCS Informal Case View found at PPL/Kingsley 0020-0026.

Complainant's Reply

The complaint's foregoing replies, especially regarding Interrogatories 1 and 13, apply here, too. PPL again is being evasive.

20. Why does PPL still list Linda Schoener as an account holder at the complainant's address?

PPL's Answer. Account Number 16930-98011 is listed in the name of Lawrence Kingsley.

Complainant's Reply

Non-answer. The Interrogatory asks about Linda Schoener's account, which is the principal topic of the billing dispute. PPL's answer is furthermore mendacious because each monthly invoice lists an account for Linda Schoener. Here as elsewhere, PPL violates 52 Pa. Code § 5.342(c)(6)—"objection does not "excuse the answering party from answering the remaining interrogatories or subparts of interrogatories to which no objection is stated."

21. Are you willing to rebill Linda Schoener's estate for electric service since her death on March 20, 2015? If not, please state in complete detail the reason(s)

for your refusal and any legal authorities on which your refusal is based.

PPL's Answer. Complainant, Lawrence Kingsley, contacted PPL Electric on August 23, 2017, to request service in his name as of August 24, 2017, at 2161 W. Ridge Dr., Lancaster PA 19603. As such request was made, the Account is to remain in the name of Lawrence Kingsley until such time as a new ratepayer requests service in his/her own name.

Complainant's Reply

Another non-answer. The Interrogatory clearly centers on Linda Schoener's account for which PPL improperly made the complainant pay. Once again, 52 Pa. Code § 5.342(c)(6) is applicable.

22. Pending final judgment in this case and any appeals that you file, are you willing to refund payments to PPL that the complainant was forced to make on behalf of Linda Schoener's estate? If not, please state in complete detail the reason(s) for your refusal and any legal authorities on which your refusal is based.

PPL's Answer. PPL Electric has collected payments from Complainant based on Complainant's request for service in his name.

Complainant's Reply

The previous reply applies here, too. PPL again is being evasive.

Conclusion and Prayer for Relief

Because of PPL's failure to provide complete, candid answers to specific Interrogatories, and on the basis of arguments advanced in this motion, the complainant asks for reconsideration of the court's Jan. 28 Order and for judgment that:

- A. PPL's Interrogatory answers are tantamount to monkeyshines by a company which does not take PUC rules seriously. This conduct is not by a *pro se* litigant, but by a major utility company and experienced counsel who knowingly are acting *ultra vires*.
- B. PPL callously has caused both the complainant and the court unnecessary work over simple evidentiary matters which PPL should not try to distort, conceal, or ignore.
- C. For these reasons and as warning not to attempt the same tactics in other cases, PPL should be sanctioned pursuant to 52 Pa. Code § 5.371 and denied the right to enter more evidence about billing than its parsimonious answers have produced.
- D. Where the answers are especially deceptive, as in Interrogatories 2, 4, 6-13, 16-18, and 20-22, the court should enter an adverse presumption that the withheld evidence is damaging to PPL.

Dated: Lancaster, PA
Feb. 1, 2022

Respectfully submitted,

/S/

Lawrence Kingsley
2161 West Ridge Drive
Lancaster, PA 17601

**BEFORE THE PENNSYLVANIA
PUBLIC UTILITY COMMISSION**

DOCKET No. C-2020-3019763

Lawrence Kingsley,
Complainant

v.

PPL Electric Utilities,

**AMENDED AFFIDAVIT IN SUPPORT OF
MOTION FOR RECONSIDERATION AND
FOR ADVERSE PRESUMPTION**

Being duly sworn, the complainant Lawrence Kingsley swears and avers as follows.

1

My statements in the foregoing motion are true the best of my knowledge.

2

As I explain below, I believe that the court's Jan. 28, 2022 Order overlooks or misapprehends certain factors in this case.

The issue of the report to Mediator Matthew Homsher (now listed as the report to Judge Rainey) was settled, but since the court has chosen to bring up this matter again, I should note that I never sought the mediator's report. I sought only PPL's report to the mediator (previously thought to have been sent by PPL directly to Judge Rainey, who ordered the report). I should not be blamed merely for trying to learn what *ex parte* communication PPL conducted and whether PPL traduced me without opportunity for rebuttal. Initially, no explanation was provided for the secrecy or probative use of what PPL wrote. If PPL had nothing to fear, it could have laid this matter to rest simply by serving the report on me in conformity with 52 Pa. Code §§ 1.54(a), which requires service upon parties in a proceeding, a requirement which the court reinforced on Nov. 12, 2020 by cautioning the parties to serve all pleadings on each other.

My Motion to Strike is not aimed at the mediator's report to Judge Rainey, but rather at the unattested, undocumented, unexplained exhibits which PPL submitted on Nov.16, 2020 and then resubmitted on April 21, 2021.

My Oct. 5, 2020 Memorandum took note of PPL's hostility to Pennsylvania, but also proposed positive steps for resolution of this case.

The perception that I want the court to adjudicate a future breach before it even occurs is erroneous.⁵ I seek relief for damages already sustained, but going forward, I merely seek reasonable, verifiable, advance notice of PPL's intended vegetation management and its scope, as well as opportunity to question excessive plans with aid of expert testimony.

In filing this case, I have attempted to avoid irreparable damage. I explained in my May 26, 2021 Motion that prevention of prospective harm is a legitimate 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.

Withholding a complaint until trees are cut down or again butchered by PPL is

⁵ The Jan. 28 Order observes at 3: "No proceeding exists that would allow the Commission to act on what one of the parties contends is a possible future breach as is the Complainant's apprehension in his formal Complaint."

less inviting than a firm meeting of minds with PPL about the extent of intended work. At my property and the immediate neighborhood, PPL has always ignored its commitments to PUC to notify the property owner in advance of the intended work,⁶ whereby excessive vegetation management could be questioned in an appropriate forum. PPL would like to deny the public any recourse of that nature and continue to operate as though it exercises eminent domain (which it was never granted) throughout its service area. I have shown that PPL never acquired even a effective right-of-way on my property.

8

Amended versions of my complaint like the May 26,2021 version were duly filed with the Secretary's Bureau. Initially, both parties failed to understand that the court wanted an additional copy by email, but I have an efilng Confirmation Number for each of my filings.

9

While the court is correct about 66 Pa. C.S. §1312, which applies to rate cases, its application to this case is inapposite. In the case at bar the rate billed by PPL is not disputed in the sense of how many cents should be paid per kilowatt hour.

⁶ See, for example, PPL's SPECIFICATION FOR DISTRIBUTION VEGETATION MANAGEMENT, URS-3001 (dated 4/1/19),§ 6.0; and Document LA-79827-8, entitled (with PPL's capitalization) "Specification For Initial Clearing and Control Maintenance Of Vegetation on Or Adjacent To Electric Line Right-of-Way through Use Of Herbicides, Mechanical, And Handclearing Techniques."

Instead the dispute centers on whether PPL should have forced me to pay bills of Ms. Schoener and her estate during the period before I started living in the house. Theft of her security deposit is a related issue independent of electric rates unless in a broad meaning too abstract for this discussion.

10

Contrary to previous arguments made by PPL, this proceeding is not governed by 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, and no further justification for this proceeding is required. However, it can be noted that there are 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 me 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. 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. In any event PPL owes substantial sums within the undisputed four year period, and it is only additional amounts which PPL

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is trying to reject.

Dated: Lancaster, PA
Feb. 1, 2022

Respectfully submitted,

/S/

Lawrence Kingsley
2161 West Ridge Drive
Lancaster, PA 17601
646-543-2222

Certificate of Service

I hereby certify that on Feb. 1, 2022 I emailed a true copy of the forgoing Amended Motion and Affidavit to The Hon. Dennis Buckley and to PPL's counsel:

Kimberly G. Krupka, Esq.
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Respectfully submitted,

/S/

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