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Oct. 5, 2022

The Hon. Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
400 North Street, Keystone Building Second Floor
Harrisburg, PA 17120

Re: Docket No. C-2020-3019763

Madam Secretary:

I am resubmitting my Petition for Reconsideration of Denial of Exceptions, supporting Memorandum, and Exhibits, first submitted on Sept. 30, 2022 (Confirmation No. 2437385)—see following page.

However, as noted in an email exchange about this matter, I need to replace my prior Oct. 5 submission. PUC instructed me to refile these documents as a single attachment, but somehow the attachment did not include an intended file

Accordingly, would you please delete the file associated with Confirmation No. 2437385 and, in its place, substitute the new attachment which follows this letter?

Thank you for your attention and courtesy.

Respectfully submitted,

/S/

Lawrence Kingsley, *Pro Se*

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

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Docket Number

C-2020-3019763

Case Description

Lawrence Kingsley v. PPL Electric Utilities

Transmission Date

9/30/2022, 4:52:00 PM

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File Name	Document Type	Upload Date
Corresp.pdf	Letter	9/30/2022, 4:48:34 PM
PETITION FOR RECONSIDERATION OF DENIAL OF EXCEPTIONS.pdf	Petition for Reconsideration	9/30/2022, 4:49:08 PM
MEMORANDUM IN SUPPORT OF PETITION FOR RECONSIDERATION OF DENIAL OF EXCEPTIONS2.pdf	Prehearing Memorandum	9/30/2022, 4:50:51 PM
Exhibits--Petition for Reconsideration.pdf	Exhibit	9/30/2022, 4:51:28 PM

BEFORE THE PENNSYLVANIA
PUBLIC UTILITY COMMISSION

DOCKET No. C-2020-3019763

Lawrence Kingsley,
Complainant

v.

PPL Electric Utilities,
Respondent

PETITION FOR RECONSIDERATION OF
DENIAL OF EXCEPTIONS

1. Pursuant to 52 Pa. Code § 5.572, the complainant/appellant Lawrence Kingsley asks for reconsideration of his Exceptions, which were denied by the Commissioners on Sept. 15, 2022. As grounds thereof and as elaborated in the accompanying Memorandum, he states as follows:
2. Substantial parts of the record have been withheld from the Commissioners.
3. In this context this motion for reconsideration raises "new and novel arguments" not previously heard or considerations which appear to have been overlooked or not addressed by the Commission"—the standard of review which the Commission set forth in *Duick v. Pennsylvania Gas and Water Company*, 56 Pa. P.U.C. 553 (1982).
4. Both the Administrative Law Judge (ALJ) and the Secretary of the

Commission arbitrarily and capriciously have deleted properly served documents.

5. These documents contained nothing that could be stricken under 52 Pa. Code § 1.4 or FRCP 12(f) as "redundant, immaterial, impertinent, or scandalous matter." Accordingly, this wanton restriction of the record unfairly has silenced the complainant and thereby gave PPL undue prominence.
6. The Commissioners are capable of deciding the scope and relevance of the record, and no one should have usurped their role in this appeal.
7. Nothing in the Commissioners' Opinion and Order refutes the fact that PPL has failed to keep its commitments to the Pubic Utility Commission (PUC) about notifying property owners in advance of vegetation management, which is usually mismanagement.
8. Property owners should be able to contest excessive vegetation management before it is a *fait accompli*, but contractors who answer only to PPL want freedom to descend on a neighborhood and trim or remove trees at least cost to themselves. Notifying property owners in advance results in expense which the contractors want to avoid.
9. The upshot is that PPL regularly commits trespass as defined by *Huffsmith v. PPL Electric Utilities Corp*., No. 11-CV-1012 (C.P. Lacka. Co., 2018) (PPL held liable for trespass and intentional removal of fully grown evergreen trees

along the plaintiffs' property) or *Caruthers v. Peoples Natural Gas Co.*. 155 Pa. Super. 332 (Pa. Super. Ct. 1944) ("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.")

10. Despite pretense to the contrary, PPL never secured a right-of-way on the complainant's property. PPL's document which is supposed to show an easement on the complainant's property is from someone else's property.
11. The tariff which PUC granted PPL is far too broad in that not even PUC can wrest property and constitutional rights away from homeowners and grant an out of state company like PPL the right to destroy or to debilitate trees on private property. (PPL has a local monopoly, but is owned by Boston investors.)
12. Article I of the PA Constitution assures property rights which are in conflict with this tariff.
13. Article 1 § 1 recognizes as "inherent and indefeasible rights . . . acquiring, possessing and protecting property" and pursuing one's happiness.
14. Article 1 § 9 grants citizens security in their houses "and possessions from unreasonable searches and seizures."

15. Article 1 § 11 guarantees "due course of law" in legal proceedings, which are wholly absent when PPL inflicts devastating damage on property without warning or compensation.

16. Either the Commissioners or courts should stop PPL's assault on trees which were never the problem. The problem is that PPL has strung transmission lines through wooded yards instead of using conventional poles on the street or else burying wires where they no longer are a danger in terms of electrocution or fires and where vegetation management would no longer be an issue and unnecessary expense.

17. We have seen in California how fallen wires have started catastrophic fires.

18. Under 52 Pa. Code §57.84, PUC requires PPL to place wiring underground for most new construction, and nothing prevents PPL from adopting the solution on which PG&E has resolved in California: PG&E is now placing 10,000 miles of wires underground to prevent fires.[1]

19. NARUC points out that vegetation management is often the largest annual expense for utility companies.[2] PPL could save itself and ratepayers this expense and redeploy it toward the cost of underground wiring.

[1] See https://www.wsj.com/articles/pg-e-in-reversal-to-bury-power-lines-in-fire-prone-areas-1162690592.

[2] See https://pubs.naruc.org/resources/library.

20. If PPL is unwilling to invest in Pennsylvania in this way, PUC should auction PPL's service area to a company willing to do so. FCC auctions of airwaves secure billions of dollars for the U.S. Treasury, and an auction of PPL's service area could have a similar result for the Pennsylvania Treasury.

21. Meanwhile, the Commissioners' Opinion and Order fails to apprehend how the ALJ as well as Secretary Chiavetta have been overly accommodating to PPL.

22. Unreasonably, as argued in the accompanying Memorandum, the ALJ:

— refused to compel discovery,

— terminated germane trial testimony,

— found witnesses credible even when they acknowledged ignorance of facts to which they testified,

— refused to rule on errors in the last transcript, and

— wantonly deleted properly served documents like the complaint's Preliminary Objections to PPL's Answer, Reply to PPL's Answer, Oct. 5, 2020 Memorandum (A165-A179), Motion for Declaratory Judgment, pretrial Memorandum (A92-A99), several Motions for Reconsideration, or letters attempting to set the record straight.[3]

[3] Page references are to the accompanying Exhibits. Because of PUC's page limit for efiling, this material is selective. On request or if the Commissioners are willing to raise this limit, the complainant will supplement the record.

23. Like the ALJ, the Secretary similarly deleted properly filed documents which revealed improper procedures by PUC.
24. Like the ALJ, the Commissioners' Opinion and Order mistakes each party's burden of proof. While the complaint had the initial burden of proof, he met it in his exhibits, testimony, and simply Complaint, which had to be taken as true unless PPL could come forward with persuasive evidence to refute it. PPL never did so.
25. PPL's witnesses testified about records that they had never seen and about facts pertaining to periods when they were not employed by PPL.
26. PPL produced no photographs, depositions, or affidavits in opposition to the complainant.
27. The Opinion and Order blinks obvious falsehoods like the ALJ's conclusion that the "butchered" tree limbs may simply be natural ground-fall. Natural ground-fall does not have a saw cut at one end, as shown in the complainant's photographs.
28. Another obvious falsehood is that the complainant's pretrial Memorandum (A92-A99) was a post-trial brief. The ALJ forbid post-trial briefs, but only after the trial had concluded. Until then the complainant had relied on his pretrial Memorandum for facts and discussion which seemed unnecessary to repeat at trial.

29. The ALJ's unexpected decision to exclude a relevant, properly served Memorandum, therefore deprived the complainant of important evidence, though other evidence that was admitted nonetheless should have decided the case in favor of the complainant.
30. Billing was a separate issue that the Opinion and Order scants. PPL unfairly forced the complainant to pay bills on behalf of the prior account holder whose estate he manages.
31. PPL's idea of disconnecting the service was unrealistic and would have violated the complainant's duties as Administrator of the estate since pipes in the house would have frozen without electricity to control heating equipment.
32. As in tenant-landlord cases, ownership of the property is immaterial to the question of liability for bills. The complainant was in the same position as a tenant who is entitled to reimbursement of utility bills if the landlord fails to pay them, and a deceased account holder (still listed on PPL's online invoices) hardly would have paid bills at the time in question.
33. The ALJ failed to understand that PPL should reimburse bills coerced from the complainant during this period and for payment apply to the New York Surrogate's Court, which is similar to our Orphan's Court.

34. For too long, PUC has kowtowed to PPL's owners in Boston instead of protecting the citizens of Pennsylvania. This case offers a good opportunity to reconsider this approach along with the ruling in question.

Conclusion

35. PPL's Opposition to the Exceptions makes a serious error of logic in that PPL offers as proof the very rulings by the ALJ which are in question. His errors then become PPL's errors.

36. There is yet a wider echo chamber in that the Commissioners' Summary and Order by and large adopts PPL's arguments, while adding new misapprehensions addressed in the accompanying Memorandum.

37. This Memorandum and Exhibits consisting largely of documents which never should have been stricken are appended hereto.

Dated: Sept. 25, 2022

Respectfully submitted,

/S/

Lawrence Kingsley, *Pro Se*
2161 W. Ridge Dr.
Lancaster, PA 17603
646-453-2226

Certificate of Service

I hereby certify that on Sept. 30 and again on Oct. 5, 2022 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/

_____

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BEFORE THE PENNSYLVANIA
PUBLIC UTILITY COMMISSION

DOCKET No. C-2020-3019763

Lawrence Kingsley,
Complainant

v.

PPL Electric Utilities,
Respondent

MEMORANDUM IN SUPPORT OF
PETITION FOR RECONSIDERATION OF
DENIAL OF EXCEPTIONS

Pursuant to 52 Pa. Code § 5.572, the complainant/appellant Lawrence Kingsley asks for reconsideration of his Exceptions, which were denied by the Commissioners on Sept. 15, 2022. As grounds thereof, he states as follows:

> Argument 1. Substantial parts of the record have been withheld from the Commissioners. This Petition summarizes and occasionally quotes the main averments of these documents, which are appended hereto;

Both the Administrative Law Judge (ALJ) and the Secretary of the Commission arbitrarily have deleted properly served documents. These documents were severed on PPL and the ALJ,[1] while also efiled at the Secretary's Bureau,

[1] Judge Buckley required the parties to serve an additional copy on him at his private email address.

which assigned a Confirmation Number to each submission. These documents contained nothing that could be stricken under 52 Pa. Code § 1.4 or FRCP 12(f) as "redundant, immaterial, impertinent, or scandalous matter." All the material in question was timely, relevant, and, it can be seen, incisive—evidently too incisive, for evidence which showed the lack of due process in this case was suppressed.

PPL has obvious recognition as an incumbent utility, but unreasonably the ALJ and Secretary have treated PPL as their special protectorate or darling who, at least in this case, can do no wrong. In short, the ALJ and Secretary seem to have decided that "whatever is, is right" and that the complainant not only should be ignored when he questions PPL, but also demonized for revealing lax policies by PUC.

The history of this case therefore shows form without substance, whereby the ALJ went through some of the procedures of a formal complaint, but denied the complainant a fair hearing. The upshot for this appeal is that the Commissioners had to reach a decision on the basis of a very incomplete record. It goes without saying that evidence can be excluded to the point of assuring a particular judgment. The record that reached the Commissioners reflects exactly this abandonment by the court of its responsibility to be a neutral trier of fact.

Suppression of evidence by the ALJ.

Throughout this case the ALJ has been blind to the notion of trespass as

defined by *Huffsmith v. PPL Electric Utilities Corp*., No. 11-CV-1012 (C.P. Lacka. Co. Nov. 3, 2018 Nealon, J.). There PPL was held liable for trespass and intentional removal of fully grown evergreen trees along the plaintiffs' property. The court found that a person who authorizes or directs another to trespass upon another person's land is also liable himself or herself as a trespasser and that this rule of law applies even if the authority or direction is given to one who is an independent contractor. See also: *Caruthers v. Peoples Natural Gas Co.*. 155 Pa. Super. 332 (Pa. Super. Ct. 1944):

> 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.

However, whenever the complainant pointed out infractions by PPL, the ALJ gave PPL a "pass." The ALJ thus refused to compel discovery re: two sets of Interrogatories (pursuant to 52 P.Code § 5.341, A30-A54) and production of documents (pursuant to 52 P.Code § 5.349, A2-A4). In a sweeping, unexplained decision, the ALJ's May 6 order found the complainant's Motion to Compel (A22-A28) lacking "the specificity required to direct a response from PPL." However, examination of the complainant's appended Motion to Compel pursuant to 52 Pa. Code § 5.342(g) and the underlying Interrogatories (A30-A54) shows the

opposite.[2] Without explanation, too, the ALJ simply allowed PPL to ignore the demand for production of documents (A2-A4).

Inappropriately, the ALJ also rejected such pleadings as the complaint's Preliminary Objections to PPL's Answer (A8-A16, a standard tool under 56 Pa. Code § 5.101(e)), Reply to PPL's Answer, Motion for Declaratory Judgment; pretrial Memorandum (A92-A99), which the ALJ inaccurately labelled a post-trial brief; several Motions for Reconsideration, letters attempting to set the record straight, and even the parties' Joint Motion for Continuance. "Rejected" is PUC's euphemism for striking a document. The ALJ also terminated germane trial testimony by the complainant.[3] Along the way, perhaps to fortify a preconceived opinion, he unfairly besmirched the complainant. Typically, this besmirching was in the abstract where there is no context that can be examined and interpreted differently. Yet, there was never criticism of PPL even when PPL breached five rules of discovery.[4]

The ALJ was entitled to disagree with any of the deleted documents, but

[2] Throughout, see the complainant's Amended Motion for Reconsideration and for Adverse Presumption.

[3] At the July 20, 2021 hearing, for example, the complainant attempted to inquire why PPL's online records were at variance with paper copies attested by PPL's witness. The ALJ found this inquiry objectionable for unexplained reason and would not let the complainant impeach the witness.

[4] See the complainant's Amended Motion for Reconsideration and for Adverse Presumption. at 4-5**.**

striking them suggests impermissible attempt to distort the record, whereby there would be little evidence at variance with his decision. This distortion—in fact, censorship—of the record is redolent of Nazi book burning or George Orwell's *1984*, where

> Every record has been destroyed or falsified, every book has been rewritten, every picture has been repainted, every statue and street and building has been renamed, every date has been altered. And that process is continuing day by day and minute by minute. History has stopped.

In the appended documents the Commissioners can see for themselves that the ALJ was arbitrary and capricious, leaving the impression that he wanted to shield PPL from candid analysis.

Suppression of evidence by the Secretary.

One might think that the Hon. Rosemary Chiavetta would have other use for her time, but the Secretary herself has undertaken her own efforts to suppress evidence that might reflect on irregularities by PUC. Early on, for example, she learned of PUC's "indiscretion" when the complainant submitted an Amended Complaint pursuant to the ALJ's order to elaborate about alleged violations by PPL. On May 26, 2021 the complainant thus explained how PPL had violated § 1501-1502 of the Public Utilities Code because "its vegetation management on my property was neither safe nor reasonable, but instead excessive;" and that PPL breached § 1502 of the same Code, by "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 the pecuniary interests of its Boston owners over my property rights."

However, on May 26, 2021, when the complainant efiled this Amended Complaint, which clearly was marked as such, the Secretary's Bureau struck it under the mistaken assumption that it was a new complaint. PUC declined to elaborate about this incident, but may have assumed that "Amended" was the wrong designation for a new complaint. Also stricken at the same time as the Amended Complaint were a supporting Memorandum, Reply to PPL's Answer, and three motions. The complainant explained the situation in detail—i.e., that the Complaint was amended, that the ALJ had ordered him to file it, and that there was no reason to strike the other documents. However, the Secretary's Bureau, in ghastly overreach, deleted the subject documents despite 234 Pa. Code Rule 576.1(E)(9): "All legal papers electronically filed shall be maintained and retained by the clerk of courts in an electronic format.**"** Without these records, PPL purported to have no ability to file amended material. The complainant was given two choices: either he could file a new complaint or he could submit a single .PDF of all the deleted material.

Neither choice was suitable. A new complaint would violate the ALJ's order to submit an amended complaint and would have started a new, redundant action

involving the same parties over the same issues. The complainant furthermore would be the author of a logical absurdity: attempt to amend a complaint which, according the records, had never been filed. The other option of a single .PDF would have jumbled together disparate documents into an amorphous mess which, first, would have made the complainant look witless for proceeding in this fashion and, secondly, would have diffused or blunted the implicated motions that had yet to be ruled and which each should focus on a single subject. After the complainant explained the foregoing in a series of messages, the ALJ ultimately ordered him, despite these concerns, to file the Amended Complaint as a new complaint. Unless the complainant did so, the ALJ threatened to dismiss the case. Reluctantly, the complainant had to comply with this order.

As result of the complainant's painstaking attempt to research and rectify this matter, the Secretary wrote on July 14, 2021: "please refrain from calling or emailing the staff of the Secretary's Bureau going forward while your complaint is being litigated." Here, too, was unjustified overreach where the complainant was blamed for fault not his own and denied information which should have been available to anyone dealing with the Commission.[5] Via the Motion for Declaratory Judgment, the complainant asked the ALJ to weigh in on this matter, but the ALJ allowed the complainant to be abused.

[5] On Sept. 26-27 the Secretary nonetheless replied to him about the instant appeal after a general question for PUC's Bureau of Consumer Services was forwarded to her.

The Secretary again "intervened" in the Exceptions now at bar. After filing the initial Exceptions on July 5, 2022, the complainant almost immediately moved for leave to correct typos and to clarify his initial set of Exceptions, but the Commissioners were not allowed to decide or even to see this motion (A108-110). The Secretary instead substituted herself for the Commissioners and deleted the Amended Exceptions (A137-A164) after they were efiled. Contrary to PPL, which opposed the motion, the Amended Exceptions enhanced readability and clarity and thus would have facilitated or even expedited the Commissioners' decision on the Exceptions. As the complainant explained, PPL's argument that the Amendment would create delay of any significance was specious: the two versions of the Exceptions were closely related, one being a revision of the other, and they had the same prayer for relief.

The complainant's attempt to clarify the situation was to no avail. On Aug. 4, 2022 he wrote to the Secretary:

> You now have deleted my Amended Exceptions, Motion for Reconsideration, and two prior letters relevant to the foregoing and my appeal. It is outrageous that you are substituting yourself for the Commissioners who should decide my appeal on the basis of the full record. By failing to convey the full record to the Commissioners, you are denying me an opportunity to rebut PPL's egregious falsehoods and abandoning the pretense of neutrality.

The denial of the complainant's attempt to respond to PPL was harmful since the Commissioners' Summary and Order incorporated PPL's unrebutted falsehoods at

length.

Review of all the suppressed (i.e., rejected) documents that were efiled will show that there was no procedural or technical justification for their suppression, a prime reason why there has been reversible error.

Absent the suppressed evidence, the Commissioners' Summary and Order is a summary of incomplete evidence which is perceptive in relation to its premises, but the premises are flawed. The result does justice neither to the facts of this case nor to the complainant's point of view. Although the Summary and Order touches on a number of highlights, the complainant's point of view is best articulated in his Complaint and in the deleted documents. The Summary, in contrast "homogenizes" various records and thereby loses the emphasis, proportionality, nuance, and thus cogency of the original documents.

Worse, the Summary and Order, though not without a veneer of legal reasoning, rationalizes bias of the ALJ and PPL's distortions without, for context, the complainant's point of view and facts contained in the deleted documents. A key factor in this appeal is how the record was eroded and the complainant, hobbled by prejudicial decisions. These decisions not only deprived him of evidence that would have been helpful, but often denied him the right even to object to these decisions. The Commissioners fault him for the result of these decisions—i.e., lack (in the degree demanded) of evidence that improperly was

withheld from him or that he was prevented from introducing.

By analogy, minorities are often denied adequate education, economic opportunities, and acceptance in multiple ways, but then are blamed for effects of their deprivation—poor education, low income, propensity for anti-social behavior, etc. We may have strong aversion to these effects, but the primary responsibility for them does not lie with members of an oppressed class, but rather with the conditions inflicted on them. In a similar way the complainant was victimized by the rulings to which he has taken exception, and it is shortsighted to point to examples of the victimization as proof of its justness. The Exceptions are about how this victimization came about.

Argument 2. Suppressed evidence unfairly has tilted the scales of justice in PPL's favor.

By denying the complainant the right to be heard, the ALJ and Secretary essentially have anointed PPL the predominant expositor of the case. The complainant protested in a series of letters to the Secretary.

He wrote on 7/26/22:

> Regarding the Secretarial letter to me dated July 25, 2022, please note that my Second Set of Exceptions and Motion for Reconsideration are not in response to the final order, which has not been issued yet. Instead, I am taking exception to Your Honor's short-circuiting of the appellate process, whereby the Commissioners are not given the full record in this case, but only a censured version of it.

> Since my appeal includes the denial and striking of pleadings which I listed, those pleadings, as well as my Motion for Reconsideration, should be part of the record available to the Commissioners. . . . As I noted and as anyone can see, these documents do not contain any "redundant, immaterial, impertinent, or scandalous matter," which could be stricken under 52 Pa. Code § 1.4 or FRCP 12(f).
>
> The Commissioners are capable of deciding the scope and admissibility of the record, and no one should make that decision for them. By striking key documents Your Honor and Judge Buckley are violating my right to be heard, depriving me of due process, and thereby curtailing the record in favor PPL. Without warrant you now have banned me from efiling anything. In essence, you are "jury-rigging" my appeal in favor of PPL. You furthermore are adding new grievances to the very serious grievances that I already have.
>
> Your Honor, I am constrained to say, should not try to silence me, but rather let the facts of this case speak for themselves.
>
> You may be able to jury-rig a judgment within PUC, but Your Honor and Judge Buckley are only making PUC itself part of the problem. I would urge on you that the mission of PUC is not automatic protection of PPL's Boston owners, but rather protection of Pennsylvania citizens.
>
> Finally, since you have stricken my recent submission, let me note again, please, that PUC should rule on the corrigenda to the 3/10/22 transcript in this case. I submitted these corrections on 5/2/22, well before the 6/15/22 dismissal of this case. Obviously, the corrigenda should have been decided before the case was dismissed.

The complainant again wrote the Secretary on Aug. 1, 2022:

> When you deny me the right to rebut PPL, you allow PPL to be the sole expositor of this case, and for my appeal this decision is equivalent to allowing PPL to conduct *ex parte* communication with the Commissioners.[6]

[6] Unfairly, the complaint was accused of the same fault, as when the ALJ overlooked the affidavit of service on PPL and mistook the absence of a cc: to PPL. The Secretary made the same false accusation when the complaint tried to notify the Commissioners that the full record

> . . . I, of course, endured the same result when Judge Buckley capriciously struck my properly served pleadings. . . . I merely ask that you sidestep these issues by conveying to the Commissioners the full record in this case, including all the documents that were stricken for they are part of my appeal.
>
> Finally, I must point out again that my corrections to the July 20, 2021 transcript remain unfinished business in this case that should have been completed before the case was dismissed.

At least three times the complainant asked the ALJ to rule on corrections to the July 20, 2021 transcript (A17-A21). The ALJ's refusal to do so before dismissing the case is another appellate issue.

Also on Aug. 1, 2022 the complaint wrote the Secretary:

> I not only served PPL as stated in the Certificate of Service, but my Reply that concerns you is to two Oppositions filed by PPL. It is invidious that PPL can oppose my Exceptions, but that I cannot reply to PPL on the same subject.
>
> Your continuing rejection of my submissions constitutes unwarranted interference with my appeal. Indeed, my prior letter to you, like your censuring of my Amended Exceptions and Motion for Reconsideration and today's Reply to PPL, all show how you effectively are adjudicating my appeal yourself for every time that you or Judge Buckley have stricken my pleadings, you have altered the record in favor of PPL.
>
> By denying me documentation that supports my case, you unfairly are silencing me in violation of 66 Pa. C.S. § 332(b):

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was being withheld from them. However, the material in question, though stricken, was efiled at the Secretary's Bureau and served on PPL. By definition, *ex parte* communication is not served on an opponent and made publicly available.

> "Every party is entitled to present his case or defense by oral or documentary evidence, to submit rebuttal evidence and to conduct such cross-examination as may be required for a full and true disclosure of the facts." In short, you are denying me fundamental due process, while setting up new appellate issues and making PUC itself much of the problem.
>
> I entreat you to convey the full record in this case to the Commissioners and to cease trying to assure victory for PPL by distorting the record. The full record includes all the stricken documents—part of my appeal is . . . how, though blameless, I have been mistreated.

At the beginning of this case there was another flagrant instance of *ex parte* communication. The parties were ordered to attempt settlement, and PPL was ordered to report the result of these negotiations to Chief Judge Charles E. Rainey. However, PPL refused to serve a copy of this report on the complainant. The complainant suspected that PPL tarnished him behind his back, and he wanted to reply to PPL. PPL could have laid this matter to rest simply by meeting its obligation to serve all pleadings on an opposing party, but steadfastly refused to do so.

Contrary to PPL and the ALJ, the complainant never requested an internal PUC report, but only a copy of the report which Judge Rainey ordered PPL to submit. The complainant has yet to see this report, and, even now, it should be disclosed. This report belies the statement (Summary and Order at 46) that "Any substantive 'report' of the type Mr. Kingsley demands does not exist." The ALJ was clearly mistaken in assuming that the complainant wanted any report other

than the one which PPL submitted.

Argument 3. Even without reference to the suppressed evidence, there are numerous errors by the ALJ that tend to be adopted uncritically by the Commissioners' Opinion and Order.

Among these errors are the following.

Re: lack of a right-of-way.

Contrary to the Commissioners' Opinion and Order, PPL never obtained a right-of-way (ROW) on the complainant's property. The ROW which PPL alleged to be an easement (A163-A164) actually applies to a different location, Martic Forge, which is near the Susquehanna River and nowhere close to the complainant's property adjacent to Lancaster. The PPL witness even testified to what we can see for ourselves, that no property owner's signature appears on the Martic Forge document. Contrary to the Opinion and Order at 17 the reference to "Deed Book" on this document has no bearing on the complainant's property for the document and notarization apply to someone else's property. The exhibit is a red herring whose only relevance is the showing of how the ALJ accepted PPL's solemn word about nonsense.

Lacking a ROW, PPL nevertheless acted as though it has eminent domain on the complainant's property—i.e., PPL believes that it can invade private property without warning and destroy or degrade a homeowner's trees and shrubbery within

15 feet of aerial wires. Eminent domain can be established only through a court proceeding which has never occurred. Not even PUC can seize property rights from a homeowners and "award" them to PPL. Nor is there due process when PPL destroys shrubbery and shade trees at will. The right to due process is triggered when the government seeks to deprive citizens of legally cognizable liberty or property interests. *See, Piecknick v. Commonwealth of Pennsylvania*, 36 F.3d 1250, 1256 (3d Cir. 1994).

Constitutional problems.

PPL's tariff purports to seize from the customer—without the customer's approval—a ROW ("right of ingress and egress") for "electric facilities . . . and also the right to trim, cut or remove trees" and underbrush or "to treat with herbicides approved for the removal and control of trees, brush and undergrowth."[7] These provisions are equivalent to the expropriation of Pennsylvania property for the benefit of PPL's Boston owners and are prohibited under Article I of the Pennsylvania Constitution.

Article 1 § 1 of the Pennsylvania Constitution recognizes as "inherent and indefeasible rights . . . acquiring, possessing and protecting property" and pursuing one's happiness. Article 1 § 9 grants citizens security in their houses "and possessions from unreasonable searches and seizures." Article 1 § 11 guarantees

[7] Listed in PPL's Electric Pa. P.U.C. No. 201, Supplement No. 194, Rule 2E (Right-of-Way).

"due course of law" in legal proceedings, which are wholly absent when PPL inflicts devastating damage on property without warning or compensation. "The rights afforded under Article I, Section 1 of the Pennsylvania Constitution are generally coextensive with the federal due process clause of the 14th Amendment of the United States Constitution, which provides no state shall deprive any person of life, liberty, or property, without due process of law."[8]

While state and federal rights in Pennsylvania "are substantially coextensive, Pennsylvania due process rights are more expansive in that, unlike under the Fourteenth Amendment, a violation of due process occurs, even if no prejudice is shown, when the same entity or individual participates in both the prosecutorial and adjudicatory aspects of a proceeding." *Stone & Edwards Ins. Agency v. Dep't of Ins.*, 636 A.2d 293, 297 (Pa. Cmwlth. 1994). PPL's arrogation to itself of the right to decide which homeowner's trees are to be sacrificed, while PPL agents wield the actual chainsaws, implicates this ruling. Also see *R. v. Dep't of Public Welfare,* 636 A.2d 142.

Much could be said as well about the "takings clause" of the U.S. Constitution, but federal claims are excluded from this complaint because adequate

[8] Quoted from *Simbarashe Madziva v. The Philadelphia Housing Authority*, No. 1215 C.D. 2013 (Pa. Cmwlth. 2014). See also *Pa. Game Comm'n v. Marich*, 666 A.2d 253 (Pa. 1995) at 255 n.6; accord *Robbins v. Cumberland Cnty. Children & Youth Servs.*, 802 A.2d 1239 (Pa. Cmwlth. 2002).

relief can be granted under Pennsylvania laws—namely, Article 1 of the Pennsylvania constitution. Neither PPL nor PUC can overturn the Pennsylvania Constitution, and not even the Legislature can do so without approval by the electorate and proceedings about Article 1 that have never occurred.

In view of rights protected under the Pennsylvania Constitution, PUC's tariff for PPL is illegal in respect to seizure of property rights from homeowners for vegetation management. Either the Commissioners or the courts should mandate alternatives for PPL—namely underground wiring, or conventional poles on the street, where municipalities own a strip of land on both sides of a roadway. Although reliable electric service is important, PPL never should have strung its wires through wooded yards in the first place. As we have seen in California, where fallen wires have started catastrophic fires, high-powered wires should be placed underground where they no longer pose a threat of fire and electrocution and are no longer, in the opinion of many people, "aerial trash" that mars the landscape. Under 52 Pa. Code §57.84 wires within 100 feet of a new development must be placed underground, and nothing prevents PPL from applying savings from vegetation management to construction of underground transmission lines.

PPL's breach of its commitments to PUC.

In at least two documents PPL told PUC that it would notify homeowners in advance of any vegetation management, but hypocritically, as far as the

complainant can tell, PPL never adhered to these commitments. One document filed with PUC, PPL's Document LA-79827-8, is 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." A second document where PPL acknowledges need to notify customers is found in PPL's "Distribution and 69 kV Vegetation Management Specification," which states: "Verbal notification of the intent to prune trees is required with all customers involved." In the complainant's prior informal complaint against PPL, PPL also agreed to notify him in advance of any tree work.

The complainant thus was asking for what PPL already was obligated to provide: sufficient notice of tree trimming so that, if necessary, he could contest the need and scope of this work with expert testimony and photographs, whether in dialog with PPL, through PUC, or via injunctive relief. Yet, these concerns were unimportant in the eyes of the ALJ.

Misapprehension of each party's burden.

The Commissioners' Opinion and Order mistakes the relative burden of proof in this case. As in a Motion for Summary Judgment, the Commissioners recognize that this burden can shift back and forth between the parties in replies to each other. Contrary to the ALJ, the complainant met his burden of proof for under

Pennsylvania jurisprudence all assertions in the complaint are taken as true unless the respondent can come forward with clear and convincing evidence to the contrary. PPL never did so.

It is worth repeating that Pennsylvania and U.S. Courts are uniformly agreed that "the Court will take Plaintiff's statements of fact as true, unless contradicted in the record." *Covington v. Hamilton Twp. Bd. of Educ*, Civ. No 08-3639 (FLW) (D.N.J. Jun. 15, 2015). See also: *Bykowski v. Chesed, Co.*, 625 A.2d 1256 (Pa. Super. Ct. 1993) ("All averments of fact properly pleaded in the adverse party's pleadings must be taken as true, or as admitted, unless their falsity is apparent from the record"; *Holiday v. Bally's Park Place, Inc.*, Civ. A. No. 06-4588, 2007 WL 2600877, E.D. Pa. Sept. 10, 2007 ("The court must generally accept as true the allegations in the complaint, unless they are contradicted by defendant's affidavits"); and *Bell Atlantic Corp. v. Twombly***,** 550 U.S. 544 (2007) (U.S. Supreme Court made clear that a court at the motion-to-dismiss stage is to consider not just "whether the factual allegations are probably true. We made it clear, on the contrary, that a *court must take* the allegations as true").

For this reason and in testimony and exhibits, the complainant met his initial burden of proof, and PPL failed to overcome it. PPL offered no photographs, affidavits, nor depositions, and, as noted above, PPL's only two witnesses acknowledged their ignorance of the main facts. The Opinion and Order at 23

correctly states the problems in PPL's testimony.

A further issue is that the ALJ's refusal to compel discovery unreasonably deprived the complainant of evidence for whose absence he, rather than the ALJ or PPL, is now blamed. Even if the Commissioners find fault with the complainant, there is still error by the ALJ for not compelling the additional evidence that the complainant was seeking.

A still further issue is that by deleting documents that were properly efiled and served on PPL, the Secretary wrongly prevented the complainant from rebutting PPL's Reply to the Exceptions. As noted, the Commissioners adopted a large portion of PPL's allegations.

Denial of plan facts.

Contrary to the ALJ and the conclusion adopted by the Commissioners (Opinion and Order at 16), the complainant's photographs of fallen limbs do not show natural ground-fall. Natural ground-fall does not have a saw cut at one end, as shown by the complainant's photographs which were introduced into evidence. While PPL contractors, who regularly enter private property without presence of the homeowner, were not photographed in the act of amputating tree limbs, the PPL witness attested to work which was performed on the property, and no one else had reason to climb a ladder and cut heavy limbs on the property. Indirect evidence is as valid as direct evidence, and the Opinion and Order at 16 errs in

agreeing with the ALJ that this demonstrative evidence is "entirely speculative."

Also in denial of plain facts, the ALJ considered the complainant's Pretrial Memorandum a post-trial brief and struck it on this basis. However, This Memorandum was properly filed on 3/10/22 (eFiling Confirmation Number 372963) before the trial commenced. There is no rule nor standard making a post-trial brief, much less a pretrial Memorandum, *verboten*. PPL argues frivolously that "Complainant fails to cite to a single rule that would have permitted the filing of this 'memorandum.'" (PPL's Reply at 4). No such citation is needed because the Public Utility Code is always in effect, and an experienced judge should have been familiar with 66 Pa. C.S. § 332(b), which states: "Every party is entitled to present his case or defense by oral or documentary evidence, to submit rebuttal evidence and to conduct such cross examination as may be required for a full and true disclosure of the facts."

This widespread violation of 66 Pa. C.S. § 332(b) is one of the reasons why the dismissal of this case should be reversed.

Testimony of witnesses who had no knowledge of the actual facts.

The ALJ found witnesses "credible" even when they spoke from acknowledged ignorance, as in having no relevant records, computer systems, or relationship to PPL during the period in question. PPL's only witness regarding vegetation management, Tyler Marino, testified that he was not employed by PPL

when PPL "attacked" the complainant's trees, and he thus had no personal knowledge of the disputed facts. (Transcript of July 20, 2021 hearing at 100, lines 8-18; 107, lines 23-25; hereafter "Transcript"). Nor, according to his testimony, did PPL have any computer system installed at the time of the disputed work that could tell him even when the work occurred. (Transcript at 92, lines 8-10). He testified that he could not say whether this work complied with PPL's policies about trimming trees only within 15 feet of PPL's wiring. (Transcript at 108, lines 1-7).

He furthermore testified that PPL has no training program for its contractors. For this reason PPL's Exhibit 12, the manual cited by the Opinion and Order at 16. is irrelevant for it merely rested in a PPL office without ever being used by the contractors. Moreover, though not further identified, it appears to be the collection of ANSI standards previously disclosed by PPL[9]—principles as opposed to work orders or training material that anyone was prepared to testify as ever being implemented.

PPL's witness about billing, Kelly Bell, similarly was of little use to PPL since she was not employed by PPL when the account was first opened. We were not told if she even had been born yet. She thus had no knowledge of the security deposit that PPL routinely charges new customers, nor did she know about the

[9] The July 20, 2021 transcript at 85, line 2 cites PPL's Exhibit 7.

period when the estate which the complainant manages was the account holder. She testified that records for the estate were purged. Partial PPL records, she said, show that the complainant paid $1,011.60 on behalf of the estate during 22 months following the decedent's death on Oct. 2015. But how PPL obtained this information if the records were purged was not explained. In discovery PPL should have disclosed the full records and not waited until trial to come up with a lowball conclusion of uncertain origin.

Starting in August 2017, the complainant, for prudence, asked for an account in his own name even though he still was living in New York and paying utility bills to Con Ed. (Transcript of March 20, 2022 hearing at 157, lines 23-25 to 158, lines 1-2). He calculated an estimate for all 29 months of the purged records, using as a proxy data from Jan. 17, 2017 to July 17, 2017 (with approximately 2.5 winter months and 3.5 summer months). This total is $1,946.85. No air conditioning was in use or even installed during this time. With interest, not to mention penalties, the $1,946.85 easily could exceed $2,000.

Yet, the Commissioners' Decision and Order at 18-19 assumes that PPL's spoliation of evidence (records of the monthly billing and the security deposit) should be construed against the complainant, not PPL. If a business were entitled to keep customers' money simply by losing or purging records, no one would deposit money in a bank or purchase stock certificates. PPL, not the complainant,

was responsible for its own records, and gains no immunity by failure to produce them. The nub of this matter is that PPL's unwillingness or inability to produce relevant accounting records should have resulted in adverse inference of what really took place. What we know is indisputable—that the complainant was made to pay the decedent's bills, and we know that PPL's longstanding policy is to collect a security deposit from new customers. Those facts do not perish merely because PPL is uncooperative.

Admittedly, the security deposit is not the complainant's strongest claim for reimbursement, but if there was skullduggery here, it parallels PPL's skullduggery about the monthly billing, whose total is a much larger sum than the security deposit.

Contrary to the ALJ, as noted in the Opinion and Order at 20, no one asked other customers to pay the bills in question or suggested that PPL should lower its profit. The allegation is simply that PPL should refund payments wrongly coerced from the complainant and, like any creditor, apply to the New York Surrogate's Court for payment.

Argument 4. The Opinion and Order adopts a host of other errors by the ALJ. These errors may have superficial plausibility, but are contradicted by the actual facts.

Timing and probative evidence.

The parties can argue about the year in which the damage to the complainant's tree was sustained. Complaint himself told the court that 2017 was his "best estimate." However, there should be no dispute that PPL has a program for vegetation management, that periodic trimming of trees is part of PPL's operating procedure, and that PPL was known to visit the property in 2019 and at other times for vegetation management. It should not matter whether the subject damage was sustained in 2017 or at some other time for the damage was substantial whenever it occurred, and PUC authority is not limited to a particular point in time.

PPL has never denied responsibility for the damage, and, as already noted, indirect evidence of PPL's vegetation management should have equal weight with direct evidence, especially in view of PPL's surreptitious habits, whereby property is invaded without warning. Here is the answer to the ALJ's concern about the probative value of the complainant's evidence (Summary and Order at 32-33). When PPL "sneaks around" during the absence of homeowners, we may have only indirect evidence of the trespass, but we can form a common sense opinion of how heavy limbs came to lying on the ground with a saw cut at one end and other saw cuts on the stub of remaining limbs. More important than this question is the fact that PUC should not encourage PPL's stealth by turning a blind eye to it.

The complainant's claim has less to do with damage in a particular year than with the fact that, without a right-of-way, PPL had no right to be on the property at all and that Article I of the Pennsylvania Constitution prohibits PPL's past and future trespass. However, in the spirit of cooperation or if PPL should secure some measure of eminent domain, the complainant believes that PPL should adhere to its commitments to PUC about notifying property owners in advance of the work. These issues take precedence over any quibble about historical facts in this dispute.

Due process.

Contrary to the Summary and Opinion at 32, this case has not "been fully litigated, with due process afforded." The Exceptions and this Petition show otherwise.

Parsimonious Discovery.

The idea that discovery was allowed (Summary and Order at 47) ignores what actually was produced—almost nothing, although three times PPL sent copies of the same PUC filing that was not requested. PPL's minimal to negligent response is discussed at A59-A86, where the Commissioners can see for themselves exactly what PPL disclosed.

The Summary and Order at 47 assumes that the complainant is seeking discovery for a case that has been dismissed. On the contrary the discussion of

discovery is only offered in support of the other Exceptions and the overall conclusion of how justice has been derailed in this case.

Errors about mediation.

The Commissioner adopt two errors from the ALJ about mediation. First, the ALJ asserted that he could not alter the outcome of the parties' mediation in the informal complaint, except that there never was mediation. The second error misstates the nature of the complainant's request for a copy of the report ordered by Judge Rainey. The complainant never sought either an internal PUC report nor report about mediation which never occurred; he sought only the report which PPL provided to PUC apropos of the parties failed attempt at settlement. PPL's refusal to serve a copy of this report on the complainant is responsible for the prolongation of this issue and suggests that PPL had something to hide.

Other faults ascribed to the complainant.

The Summary and Order at 29 refers to an attempt to remove the ALJ. Though a splendid idea, the complainant is unaware of any attempt on his part to achieve this objective. He merely has noted verifiable errors by the ALJ.

Contrary to the Summary and Order at 30, the complainant was not attempting to introduce a new exhibit when he attached to the Exceptions PPL's exhibit of the alleged right-of-way. PPL's exhibit was already introduced into evidence, but the complainant included it again only for the court's quick reference since, as here, he

disputes PPL's allegation that a right-of-way on his property was ever established.

Time of complainant's residency.

The Opinion and Order at 37 misstates the period of the complainant's residency in the apartment. He has unimpeachable evidence, available on request, that he was living in New York until the end of January 2020 and that he came to the property only for routine maintenance. If there was testimony that suggested otherwise, there was either a transcription error, or a question may have been misunderstood.

Easement.

Contrary to the Summary and Order at 37, footnote 10, the complainant has not asked the Commission to interpret an easement. Instead, he has denied that an easement on the property was ever granted and submitted that PPL's exhibit purporting to show a ROW (A163-A164) has no relationship to his property.

Powers of the ALJ.

Contrary to the Summary and Order at 40-41, the complainant does not question the powers of the ALJ, but only contends that the ALJ repeatedly abused his discretion.

Renewed Motion to Strike and Motion for Sanctions.

The Summary and Order at 42 echoes without analysis the ALJ's error regarding his Renewed Motion to Strike and Motion for Sanctions. These motions

were in response to new filings by PPL where PPL submitted exhibits without attestation or foundation and that had never been ruled. The Motion to Strike that was denied on May 6, 2021 applied to these new filings. Accordingly, with new material and revision, a Renewed Motion to Strike was in order, but also because PUC had incorrectly deleted the prior Motion to Strike along with the Amended Complaint and then instructed the complainant to refile this material. The implication of repetitious pleading by the complainant therefore was inaccurate and another slur on him. Meanwhile, the ALJ allowed PPL to go scott-free in terms of shirking its discovery obligations. These facts reflect nothing unfavorable about the complainant, but instead demonstrate the ALJ's bias and the Commissioners' unquestioning approval of the prior rulings even when they are baseless.

Trial Memorandum.

The allegation that the complainant's Trial Memorandum represents "repackaged" material previously rejected misapprehends the purpose of this Memorandum. Because the trial was bifurcated, the complainant offered, he wrote, the "following summary of evidence which has been produced so far in this case." Was someone expecting a summary of evidence not yet produced? A retrospective was a natural starting point. However, the complainant also extended this material in reference to billing, problems with PPL's exhibits, and case law.

"Unclear instructions," arbitrary rejection of documents.

The Summary and Order at 43 finds "no support for Mr. Kingsley's exception that the ALJ presented unclear instructions or arbitrarily rejected documents properly filed." The Commissioners may be able to convince themselves that the ALJ's instructions were clear, and they were after the incident in question. But PPL also was baffled by the ALJ's initial lack of distinction between "exhibits" (if there were any), and "pleadings" that were to be emailed to the ALJ, not just efiled at the Secretary's Bureau. One would have thought that efiled pleadings were served on PUC after they received a confirmation number of the filing, but for the first hearing the parties later learned that the ALJ really wanted a reproduced record of the entire case when he asked for "exhibits." While this matter ultimately was resolved, it resulted in another unfair criticism of the complainant, though not of PPL which had the same confusion of what the ALJ wanted.[10]

Arbitrary, capricious striking of documents by the ALJ and Secretary is addressed in Argument 1 above.

Striking of Preliminary Objections.

The Summary and Order at 44-45 adopts in toto the ALJ's rationale for striking of the complainant's Preliminary Objections to PPL's Answer. However,

[10] The post-hearing order from May 26,2021 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."

the ALJ confuses valid objections under 231 Pa. Code § 1028(a)(3-4) with discovery demands which he also rejected. While there is a degree of overlap between the withheld discovery and PPL's Answer, most of the Preliminary Objections are not about discovery, but rather PPL's PPL's evasions and obfuscation.

See, for example, objections in items 2 ("vague, ambiguous, or evasive" answers); 3 ("insufficient specificity"); 5 ("evasive generalities, pretentious reticence, and sweeping ipse dixits"); 7 ("jumble of unattested, unexplained, uncategorized exhibits"); 11 ("work notices" alleged to have been furnished); 12 (unidentified easement); 14 (notices alleged to have been given to the complainant about intended work); 16 (nature of "approved management plans"); 18 (specific dates of notification alleged to have been given to the complainant); 19 (rationale for "stringing wiring through wooded backyards, instead of burying the wiring or using conventional poles on the street"); 20 (unidentified right-of-way in question); 21-22 (nature of PPL's defense of alleged breaches §§ 1501-1502 of the PUC Code); 23 (why PPL lacks proof of the required notification); 25 (why "written statement of how much work on my property is intended" constitutes conclusions of law); 26 ("vague evasions" of why PPL is "refusing to refund the sums in question"); 27 (why PPL is refusing to follow "the procedure for collecting payment from a decedent").

In reference to the ALJ's statement that the complainant must show how PPL's Answer violated a specific provision of the Public Utility Code (Summary and Order at 45), the above examples show ample evidence of PPL's problems with 52 Pa. Code § 5.101 (3-4) re: insufficient specificity of a pleading or legal insufficiency of a pleading. See also *Cercone v. Cercone*, 254 Pa. Super. 381, 386 A.2d 1 (1978): Averment that one "is without sufficient information" does not excuse failure to admit or deny a factual allegation when it is clear that the pleader must know whether a particular allegation is true or false.

Argument 5. The decision in question is inimical to public policy which should be the Commissioners' main concern.

As a monopolist, PPL is a familiar presence in southeastern Pennsylvania, but PPL is a Boston based company with a poor environmental record in Pennsylvania and a history of hostility to Pennsylvania municipalities, customers, and even its own workers.[11] PUC's loyalty should be to PA citizens, not to an out-of-state company.

Fines that have been levied on PPL suggest that PPL has little interest in protecting Pennsylvania resources. Trees, however, are a distinct asset to Pennsylvania and, in fact, are responsible for the very name of the Commonwealth—the extensive *sylva* (also, sylvania, Latin for "forest") impressed

[11] See complainant's Oct. 5, 2020 Memorandum (A165-A179), consumer complaints on PUC's Website, and complaints logged by the Better Business Bureau.

William Penn and later was combined with his name. Trees, of course, have an important economic impact not only for forestry, but for property values. Trees provide shade and hospitality to songbirds, reduce carbon, and for most people have aesthetic appeal. At the creek which borders the complainant's property in the vicinity of the PPL's wires, trees stabilize the embankment and are the only means of mitigating erosion. PPL's debilitation of the complainant's trees has caused two trees, including the largest on the property, to fall into the creek. In contrast, runoff from PPL's herbicides would poison the complainant's well and fish in the creek.

PPL pursues misguided policies when there are simple alternatives to vegetation management—namely, buried wires or use of conventional poles on the street. PPL should simply bury its wiring underground, as 52 Pa. Code § 57.84 requires for new construction. PPL then could spare itself the annual cost of vegetation management and emergency repair during severe weather.

For comparison, PG&E in California is placing 10,000 miles of its wiring underground to mitigate fires from fallen wires.[12] A NARUC panel on Smart Vegetation Management in 12/16/21 cited the former Executive Director of California Public Utilities Commission for the finding that vegetation management, exceeding $100 million annually, "is frequently the single largest

[12] See: https://www.wsj.com/articles/pg-e-in-reversal-to-bury-power-lines-in-fire-prone-areas-1162690592.

line item in annual operating budgets" for many large utilities.[13] A savings every year in the vicinity of $100 million would allow for considerable burying of existing wiring. The same conduits for wiring also could create a new revenue stream for PPL by including with the wiring fiber optic cable, a solution for the last mile needed for high speed Internet service.

Since PPL in this way has been unwilling to invest in Pennsylvania, the Commission, employing its power to void or to modify contracts, could place PPL's service area up for auction. FTC auctions of airwaves bring in billions of dollars, and an auction of PPL's territory equally could add billions of dollars to the PA Treasury while securing, as a condition of the auction, underground wiring for all customers.

Meanwhile, another initiative that the Commissioners could take would put an end to PPL's equivocation about notifying homeowners about intended vegetation management, which is often mismanagement. Before PPL contractors descend on private property, PPL, under PUC oversight, could provide a Website listing the addresses, dates, and scope of future vegetation management. This notification should allow the homeowner at least 10 days to object through proper channels to trimming that seems excessive. Proper channels could include PPL, PUC, or the courts.

[13] This program, which included a PPL panelist, is searchable at https://pubs.naruc.org/resources/library.

Other areas needing attention by the Commissioners.

The complainant's informal complaint noted that PPL fails to adhere to P.S. 67 § 459.8(m)(1), which requires PPL to place its manhole covers at the same elevation as the roadway.[14] Unexpected bumps in the road—never good for tires—are often the result of PPL's habit of digging up roadways and then failing to raise manhole covers and nearly repairs to the level of the roadway. This abuse by PPL to Pennsylvania roads should stop.

Since PUC also has jurisdiction for trains, PUC should insist that train crossings delay the public no more than five minutes. In Lancaster, however, long trains can tie up traffic for twenty or more minutes. An interim solution that could help would be an opt-in, push notification of approaching trains.

Conclusion

This case, not to mention railroad crossings and manhole covers, demonstrates that PUC's Consumer Services Bureau is not performing its job fully. PUC's own Website and the Better Business Bureau lists hundreds of complaint about PPL, yet PUC gives PPL a free rein to wreck havoc on private property at will. PUC should protect citizens of PA, not just PPL's Boston owners, and this case would be a good starting point for reform.

[14] 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."

Meanwhile, rationalization of the ALJ's errors without regard to actual facts of this case does not resolve the controversy, but only opens PUC itself to question of why we even have come to this point.

Dated: Sept. 25, 2022

Respectfully submitted

/S/

Lawrence Kingsley, *Pro Se*
2161 W. Ridge Dr.
Lancaster, PA 17603
646-453-2226

Certificate of Service

I hereby certify that on Sept. 30 and on Oct. 5, 2022 I emailed a true copy of the forgoing Motion 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, *Pro Se*
2161 W. Ridge Dr.
Lancaster, PA 17603
646-453-2226

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BEFORE THE PENNSYLVANIA
PUBLIC UTILITY COMMISSION

DOCKET No. C-2020-3019763

Lawrence Kingsley,
Complainant

v.

PPL Electric Utilities,
Respondent

EXHIBITS

Listed here for review by the Commissioners are previously filed documents relevant to the Petition for Reconsideration of Complainant's Exceptions.

Documents are listed in approximate order of filing.

BEFORE THE PENNSYLVANIA
PUBLIC UTILITY COMMISSION

DOCKET No. C-2020-3019763

Lawrence Kingsley,
Complainant

v.

PPL Electric Utilities,
Respondent

COMPLAINANT'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS

DOCUMENTS DEMANDED

The complainant requests that PPL produce:

1. Copies of all documents on which you intend to rely during any hearing in this matter.
2. All documents, if any, which purport to show a right of way granted to PPL on the complainant's property at his billing address.
3. Copies of all applications for service or other completed forms required for service at the complainant's address, including original applications for each account paid by the complainant.
4. Statements showing beginning and ending balances for any and all accounts in which PPL every held a security deposit for each account paid by the complainant.

5. Copies of all PPL bills paid by the complainant during February 1, 2015 to the present, whether addressed to him or to Linda Schoener.
6. If not included above and exclusive of meter readings or privileged communication in this case, copies of all reports within PPL's possession, custody, or control which reference the complainant's property at his billing address. If you assert privilege for any such report, please enumerate the general nature of each report, its date, and reason why you believe the report to be privileged.
7. If not included above and exclusive of routine notices mailed to all PPL customers and messages already filed in the instant case, records of all correspondence, phone calls, and email messages notices which PPL sent to or received from the complainant during February 1, 2015 to the present. For recorded phone calls, please provide copies of the actual recording and any purported transcripts or summaries of them.
8. Exclusive of the instant case and cases filed in any Pennsylvania Court of Common Pleas, copies of all complaints which PPL has received about its vegetation management in Pennsylvania during the last ten years.
9. Records showing the identity of the persons or government agencies making the complaints cited in the previous item, records showing how these complaints were resolved (when they were), and documentation showing the reasons why any of these complaints were not resolved. 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 the record to be confidential.

10. Records during the last ten years which PPL has submitted to the Pennsylvania Public Utility Commission about the methods and scope of intended vegetation management.
11. If not included above, copies of all instructions or guidelines which PPL issued during the last years about the nature and extent of vegetation management in Pennsylvania.
12. If not included above, copies of all instructions or guidelines which PPL issued to contractors who conducted any work at the complainant's property during the last years or whom PPL expects to conduct any work at this property in the future.
13. Inasmuch PPL's duty is continuing, any documents responsive to the above requests found or produced after initial compliance with this notice.

Dated: Lancaster, PA
Jan. 15, 2021

Respectfully submitted,

/S/

_____

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

Certificate of Service

I hereby certify that on Jan. 15, 2021 I emailed a true copy of my First Request for Production of Documents 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, *Pro Se*
2161 W. Ridge Dr.
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mail@research-1.com
717-884-9459

June 7, 2021

The Hon. Dennis J. Buckley
Public Utility Commission
400 North Street
Keystone Bldg.
Harrisburg, PA 17120

Re: Your June 7, 2021 email

Your Honor:

I received your email today just as I was completing the following.

I finally reached a member of the Secretary's Bureau about my Amended Complaint, three motions, and supporting documents, as explained in my May 26 and June 2, 2021 letters to the Secretary's Bureau (Confirmation Nos. 2148662 and 2149886). I am referring to the seven documents which I submitted to Your Honor, PPL, and the Secretary's Bureau on May 26 (Confirmation No. 2148662). The representative who replied to my recent messages was Mr. Audley Brown.

He was adamant that I should refile these seven documents as a single .PDF along with a new cover letter. He overruled me when I asked for an alternative approach—simply accepting the seven documents which PUC already has so that they comply with the May 26 deadline of Your Honor's previous order. He understood, I believe, what I was requesting, but rejected it.

In my humble opinion, a new submission and third cover letter would:

— Create unnecessary duplication and complication, while risking potential confusion.

— Violate your order about the May 26 deadline.

— Jumble together in a single file motions and the complaint which should be distinguished from each other (since Mr. Brown demands a single .PDF).

— Detract from my Amended Complaint by surrounding it in an amorphous mess and making me look like a fool for proceeding in this fashion. In actuality I am blameless—there was nothing wrong with my May 26 submissions except that the efiling department, despite my two cover letters, thought that I was trying to file a new complaint instead of the Amended Complaint which you ordered.

Please tell me if you still wish me to follow Mr. Brown's instructions or if, as you originally offered, it would be appropriate to issue a new order stating that my seven May 26 submissions should be added to the record.

I will send you a copy of this letter via email.

Sincerely yours,

/S/

Lawrence Kingsley

cc: PPL Electric Utilities via email

BEFORE THE PENNSYLVANIA
PUBLIC UTILITY COMMISSION

DOCKET No. C-2020-3019763

Lawrence Kingsley,
Complainant

v.

PPL Electric Utilities,
Respondent

PRELIMINARY OBJECTIONS TO
PPL'S ANSWER

1. Pursuant to PUC Code § 5.101(e) and 231 Pa. Code § 1028(a)(3-4), the complainant Lawrence Kingsley hereby states his preliminary objections to PPL's Answer filed on June 30, 2021.[1]
2. Significant portions of PPL's Answer are so vague, ambiguous, or evasive that the complainant cannot determine their true nature and adequately respond.

[1] These objections also act as a Motion for More Definite Statement.

3. In almost every paragraph of PPL's Answer there is insufficient specificity.
4. Furthermore, where property damage is concerned, averments in support of additional relief must be denied specifically under 231 Pa. Code Rule 1029(e)(2). The additional relief that the complainant seeks is a decree requiring PPL to furnish verifiable (not just feigned) notice when nonemergency vegetation management is intended and statement of the work's scope.
5. As a whole and where noted below, PPL's Answer is legally insufficient or tantamount to admission of wrongdoing inasmuch as PPL tends to rely on evasive generalities, pretentious reticence, and sweeping ipse dixits which fail to come to terms with allegations in the Complaint.
6. Thus, in answer to ¶ 3 of the Complaint ("PPL Electric Utilities . . . continues to withhold from me a response to my Interrogatories, Second Request for Production of Documents, and its report to Judge Rainey"), PPL alleges that it "has provided all responsive documents and copies of all communications. Denied that a report was made to Judge Rainey."
7. However, PPL should state or append a list of documents and communications purported to have been provided other than the jumble of unattested, unexplained, uncategorized exhibits which PPL filed on April 21, 2021, the subject of the complainant's Motion to Strike.
8. As the complainant's Motion to Compel Discovery makes clear, PPL has not

made the slightest effort to answer any Interrogatories, and its Production of Documents was incomplete.

9. On June 10, 2020 Judge Rainey ordered PPL to report results of the parties' mediation to the court. Whether the report was addressed to Judge Rainey or to his clerk is immaterial: it is the report ordered by Judge Rainey which is in question. PPL understands this reference and in ¶ 4 of the Answer is splitting hairs to try to distract attention from "distortion that PPL may have entered behind my back," in the language of the Complaint (¶ 4). Long ago PPL would have served this report on the complainant if there was not some reason to conceal it.

10. Since PPL "has a history of appearing without notice and performing excessive amputation of tree limbs" at the complainant's property, as alleged in the Complaint, PPL either should admit this fact or state why it is incapable of addressing it, as PPL alleges in ¶ 5 of the Answer.

11. In ¶¶ 6-7 of the Answer PPL resorts to generalities, but should state exactly which work notices PPL believes that it furnished, why it cannot identify its customers who are the complainant's immediate neighbors, and why it believes its community reputation to be unimportant ("such allegations are irrelevant to the instant Complaint"). In fact, PPL's propensity to alienate Pennsylvania citizenry and to degrade the Commonwealth's environment mirrors this case and forms the

immediate background of it.

12. In ¶ 8 of the Answer PPL should identity the easement which it assumes since no easement for high voltage wiring was ever granted to PPL for the complainant's property.

13. In ¶¶ 9-10 and ¶¶ 12-13 of the Answer PPL should state why it "is without sufficient information" to respond when PUC, the Better Business Bureau, and the complainant's well-documented experience with PPL provides an extensive database of complaints against PPL. Averment that one "is without sufficient information" does not excuse failure to admit or deny a factual allegation when it is clear that the pleader must know whether a particular allegation is true or false. See *Cercone v. Cercone*, 254 Pa. Super. 381, 386 A.2d 1 (1978).

14. In ¶¶ 14-15 of the Answer PPL should not hide behind generalities, but instead state which notices, if any, were ever given to the complainant about intended work, by whom and in what manner these notices are alleged to have been given, and, if any notification actually took place, how it can be verified.

15. In ¶ 16 of the Answer PPL should explain its rationale as opposed to relying on a bald statement. If "more work, more pay" is not an incentive for contractors to engage in aggressive tree cutting, PPL should elaborate.

16. In ¶ 17 of the Answer PPL refers vaguely to its "approved management plans," but what are these plans and how are they conveyed to the contractors? PPL has

refused to comply with all discovery demands for information about training and supervision of contractors. If the havoc that already has occurred at the complainant's property signifies an approved management plan, we should know what other disasters are planned next.

17. In ¶ 18 of the Answer PPL should state why it chooses to ignore the specific dates of excessive tree amputation cited by the complainant, including the recent date when the extent of this damage was discovered.

18. In ¶ 21 of the Answer PPL should not be allowed to claim, by sweeping averment, that it never violated its notification requirements. Instead, PPL should state specific dates and means by which notification was given, if it ever was.

19. In ¶ 22 of the Answer PPL should state why it believes that stringing wiring through wooded backyards, instead of burying the wiring or using conventional poles on the street, was proper.

20. In ¶ 23 of the Answer PPL should identify the right of way that it alleges to have obtained. If PPL is implying that its incomplete document production included indicia about a right of way, PPL should identify the particular document in question. PPL's document production is a mass of unsorted material that is not in the proper form inasmuch as PPL fails to list each documents under the specific demand to which each document pertains, and

none of the surrendered documents shows a right of way for high voltage wiring on the complainant's property.

21. In ¶ 24 of the Answer PPL should state why, except by sweeping averment, it disputes clear evidence that it breached §§ 1501-1502 of the PUC Code.

22. In ¶ 25 PPL again resorts to bald statements without addressing specifics of the Complaint—namely, breached §§ 1501-1502 of the PUC Code.

23. Again in ¶¶ 26-27 of the Answer PPL fails to provide any proof of the required notification. If PPL has this proof, it should be stated.

24. In ¶ 28 of the Answer PPL should state why, except by sweeping averment, it rejects the alternative means of resolution proposed by the Complaint:

> . . . dialog with PPL, arbitration, a new complaint to PUC, or injunctive relief in the Court of Common Pleas. If the intended work is reasonable, PPL should have nothing to fear from a hearing during which I present photographs and expert testimony about how much work is appropriate.

If the answer is that PPL wants to conduct business as usual, while trampling on the rights of property owners, PPL should state as much. Instead PPL pretends that, on its mere say-so, a central element of the Complaint will go away.

25. In ¶ 30 of the Answer PPL should state why it believes that the requested 30-day notification and "written statement of how much work on my property is intended" are conclusions of law (as opposed to simple, matter-of-fact measures that would narrow this dispute).

26. In ¶¶ 31-36 of the Answer PPL should address the allegations of Count II of the Complaint and not dismiss them with vague evasions. In particular, we should learn PPL's rationale for refusing to refund the sums in question and, like any creditor billing a decedent, apply to the proper court for payment—the New York Surrogate's Court.

27. PPL is fully aware of the procedure for collecting payment from a decedent, and in ¶ 33 of the Answer PPL should state why it is refusing to follow this procedure.

28. In ¶¶ 34-36 of the Answer PPL should account for its spoliation of evidence during 22 of the 29 months in question and provide a reasonable estimate of its billing during this period.

Conclusion

29. Boilerplate answers fail to mask PPL's evasions and obfuscation, which cannot substitute for lack of definite statement and legal sufficiency.

30. PPL should answer the Complaint fully so that both the complainant and court can determine how to proceed in this case, especially in respect to evidence and argument at the next hearing.

31. For too long, PPL has been PUC's coddled darling and feels immune from normal pleading practices. That arrogance by PPL must stop.

Notice to Plead

32. An answer to the above objections must be filed within 10 days of the date of service of this motion.

Dated: Lancaster, PA
July 3, 2021

Respectfully submitted,

/S/

_____

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

Certificate of Service

I hereby certify that on July 3, 2021 I emailed a true copy of the forgoing Motion 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, *Pro Se*
2161 W. Ridge Dr.
Lancaster, PA 17603
646-453-2226

Lawrence Kingsley
2161 West Ridge Drive
Lancaster, PA 17603
mail@research-1.com
646-543-2226

Sept. 20, 2021

The Hon. Dennis J. Buckley
Public Utility Commission
Via: email and efile

Re: Transcript Corrigenda
Case No. C-2020-3019763

Your Honor:

I had hoped that I would not have to bother you, but I am unable to receive a response from the Secretary's Bureau about reviewing the transcript from our last hearing (Case No. C-2020-3019763). On Sept. 13, for example, I efiled a letter to this effect (Confirmation Number 2257433), and several phone calls to the Secretary's Bureau have not been returned.

I therefore would like to ask, please, if Your Honor can assist in terms of making this transcript available to me only for corrections. Meanwhile, I request a ten day extension of the deadline for making corrections from the time that I actually am allowed to review this transcript.

Separately, I will have to file a Motion to Compel Answers to my Interrogatories, propounded to PPL on Aug. 27, since here, too, there has been no response.

Sincerely yours,

/S/

Lawrence Kingsley

cc: Kimberly G. Krupka, Esq.
GROSS MCGINLEY, LLP

BEFORE THE PENNSYLVANIA
PUBLIC UTILITY COMMISSION

DOCKET No. C-2020-3019763

Lawrence Kingsley,
Complainant

v.

PPL Electric Utilities,
Respondent

PROPOSED CORRECTIONS TO TRANSCRIPT OF JULY 20, 2021 HEARING[1]

The complainant submits the following corrigenda:

Page	Line(s)	Error	Correction
28	17	Mark	Lawrence
29	9	mispelled	misbilled
29	9	Showner	Schoener
29	21	Showner	Schoener
30	6-7	settlement mediation	omit [none occurred]
35	14	fillings	filings
42	18	transcript	in

[1] This transcript was filed on 9/21/21, but at the Secretary's Bureau the mailing envelope for UPS Ground 1ZX565730365393395 bears a date of 9/24/21. The "date of deposit" is listed as 9/23/21.

51	14	correspondence	correspondents
53	18	about that	about how
55	1	Showner	Schoener
55	2	mis-billing	misbilling
55	20	code	Code
56	4	commission	Commission
57	21	Showner	Schoener
57	22	mis-billing	misbilling
57	24	Showner	Schoener
59	13	it was	omit
59	20	to be	that should be
59	21	estate	me
59	25	is that	that
60	9	Showner	Schoener
69	9	Showner	Schoener
73	1	Showner	Schoener
85	2	ANCI	ANSI
87	18	something;	something, or
87	18	can only	can’t even
115	24	Showner	Schoener
122	3	Bates	Bates number

Dated: Lancaster, PA
Oct. 30, 2021

Respectfully submitted,

/S/

_____

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

Certificate of Service

I hereby certify that on Oct. 31, 2021 I emailed a true copy of the forgoing Proposed Corrigenda 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, *Pro Se*
2161 W. Ridge Dr.
Lancaster, PA 17603
646-453-2226

BEFORE THE PENNSYLVANIA
PUBLIC UTILITY COMMISSION

DOCKET No. C-2020-3019763

Lawrence Kingsley,
Complainant

v.

PPL Electric Utilities,
Respondent

COMPLAINANT'S MOTION TO COMPEL
INTERROGATORY ANSWERS,
DATED JUNE 24, 2021

1. The complainant moves for an order compelling Interrogatory Answers from PPL or, in the alternative, for finding of adverse presumption.

2. Pursuant to the court's July 21, 2021 order, which reopened discovery, the complainant propounded a revised set of Interrogatories to PPL on Aug. 27,

2021. These Interrogatories were limited to issues of billing at the complainant's address.

3. Via email on Oct. 12, 2021 the court permitted the complainant to file the instant motion and corrigenda of the July 20, 2021 hearing by Nov. 1, 2021. **Exhibit III**. The instant motion complies with this deadline.
4. PPL has not answered a single Interrogatory.
5. The Interrogatories seek simple, specific information commonly disclosed in discovery. For example, I asked: "On what specific part of documents do you intend to rely when the hearing in this case resumes?" See **Exhibit I**.
6. PPL should be compelled to answer simple questions about billing, which is central to PPL's business in Pennsylvania. PPL should have nothing to fear from candor about its records, but PPL's reticence suggests that there is something which, in its view, should not be brought to light.
7. This missing information is likely to substantiate allegations in Count II of the Complaint, the subject of the next hearing in this now bifurcated case.
8. The withheld information will help to simplify this case and thereby expedite the next hearing. Accordingly, this information is in the interest of judicial economy.
9. PPL's discovery violations represent another example of PPL's arrogance and effrontery to PUC's regulations like 52 Pa. Code § 5.321.

10. PPL's flagrant disregard of discovery obligation is not only indefensible, but tantamount to "thumbing its nose" at PUC and, by implication, the court.

11. WHEREFORE, an order should enter compelling PPL to answer the subject Interrogatories at once and sanctioning PPL for causing both the complainant and the court unnecessary work to resolve this matter.

12. If PPL still refuses to provide candid answers to these Interrogatories or has spoliated evidence, the court should enter an order finding adverse presumption that the withheld evidence shows improper billing at the complainant's address as well as outright thievery of the security deposit that PPL routinely requires for new customers.

13. In support of these facts the complainant appends the following Affidavit.

Dated: Lancaster, PA
Oct. 30, 2021

Respectfully submitted,

/S/

_____

Lawrence Kingsley
2161 West Ridge Drive
Lancaster, PA 17601
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 MOTION TO COMPEL INTERROGATORY ANSWERS OR FOR FINDING OF ADVERSE PRESUMPTION

I, Lawrence Kingsley, complainant in the above-entitled action, being duly sworn, state as follows.

For the third time, PPL has refused to comply with its discovery obligations under 52 Pa. Code § 5.321.[1]

All of my Interrogatories ask for specific information well within PPL's possession, custody, or control.

During the period in question PPL issued bills in the name of Linda Schoener, my former fiancée, who died on March 20, 2015. I was not appointed Administrator (e.g., executor) of her estate until six months later on Sept. 25, 2015

[1] On March 1, 2021 PPL made a seriously deficient response to my demand for production of documents. On Feb. 28, 2020 I propounded Interrogatories on wider issues than those now at bar, but PPL refused to respond at all.

(**Exhibit II**) and did not move into her house until Feb. 1, 2020. During this intervening period I lived in New York, paying ConEd for gas and electricity. However, for prudence I asked PPL for an account in my own name on Aug. 24, 2017. Approximately 29 months from Ms. Schoener's death to the start of my own account with PPL 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 was forced to pay her bills on behalf of the estate. I needed electricity for security and maintenance of the estate, especially to keep pipes from freezing in her house. I asked PPL to rebill the estate for these invoices, but PPL ignored me.

PPL is unwilling or unable to confirm even the amount for 22 of the 29 months in question, as though reticence will defeat my request for reimbursement of bills owed by the estate, not by me personally.

PPL furthermore is unwilling to acknowledge the security deposit paid by Ms. Schoener or her mother. Linda Schoener became the personal representative of her mother and later her mother's sole heir. As Administrator of the estate, I should be able to inquire about PPL's policy of collecting a security deposit and what exactly occurred at my address. PPL, however, seems intent on "stealing" Ms. Schoener's security deposit and accumulated interest on it.

This dispute initially was the subject of my informal complaint (BCS Case Number 3682784), filed on March 19, 2019. PPL should have preserved evidence

that was the subject of litigation. Because PPL continues to withhold or has spoliated evidence highly relevant to this case, we can form an adverse presumption that this evidence is damaging to PPL.

Dated: Lancaster, PA
Oct. 31, 2021

Respectfully submitted,

/S/

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

Certificate of Service

I hereby certify that on Oct. 31, 2021 I emailed a true copy of the forgoing Motion and supporting Affidavit 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, *Pro Se*
2161 W. Ridge Dr.
Lancaster, PA 17603
646-453-2226

EXHIBIT I

BEFORE THE PENNSYLVANIA
PUBLIC UTILITY COMMISSION

DOCKET No. C-2020-3019763

Lawrence Kingsley,
Complainant

v.

PPL Electric Utilities,
Respondent

COMPLAINANT'S REVISED SET OF INTERROGATORIES PROPOUNDED TO PPL, FILED AUG. 27, 2021

PPL failed to answer Interrogatories which the complainant filed on March 25, 2021. Pursuant to the court's July 21, 2021 order, which reopened discovery, the complainant is now limiting the frame of reference to questions of misbilling and submitting a revised version of the previous Interrogatories. PPL still should answer the previous Interrogatories except to the extent that it can do so here.

Pursuant to 52 Pa. Code § 5.321(f)(2), the complainant requests that the respondent ("PPL") answer the following within 20 (twenty) days. For the respondent's convenience each Interrogatory is listed on a separate page.

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?

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

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.

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?

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

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.

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

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?

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

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?

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

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?

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?

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

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?

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?

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.

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?

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.

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

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.

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.

Dated: Lancaster, PA
Aug. 27, 2021

Respectfully submitted,

/S/

_____

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

Certificate of Service

I hereby certify that on Aug. 27, 2021 I emailed a true copy of the foregoing Interrogatories Propounded to PPL to the 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, *Pro Se*
2161 W. Ridge Dr.
Lancaster, PA 17603
646-453-2226

EXHIBIT II

FACE OF DOCUMENT CONTAINS A MULTICOLORED VOID PANTOGRAPH AND MICROPRINT BORDER. THIS DOCUMENT ALSO HAS INVISIBLE FLUORESCENT FIBERS, ARTIFICIAL WATERMARK ON BACK, AND A CHEMICAL REACTIVE VOID FEATURE.

C20 (Rev. 1/07)

Certificate# 24702

SURROGATE'S COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY

File#: 2015-3522

CERTIFICATE OF VOLUNTARY ADMINISTRATION

IT IS HEREBY CERTIFIED that an affidavit for Voluntary Administration of the estate of the decedent named below was filed with the court and the Voluntary Administrator named below has been found qualified and is authorized to act as follows:

Name of Decedent:	**Linda Schoener**
Date of Death:	**March 20, 2015**
Domicile of Decedent:	**County of New York**
Voluntary Administrator:	**Lawrence Kingsley**
Mailing Address:	**300 West 106th Street** **Suite 78** **New York NY 10025**

The Voluntary Administrator is only authorized to collect and receive the following personal property of the decedent:

ESTATE ACCOUNT NOT TO EXCEED $30,000.00

Date Original Affidavit Filed: September 18, 2015
Date Certificate Issued: September 25, 2015

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the New York County Surrogate's Court at New York, New York.

WITNESS, Hon. Nora S. Anderson, Judge of the New York County Surrogate's Court.

Diana Sanabria, Chief Clerk
New York County Surrogate's Court

This certificate is Not Valid Without the Raised Seal of the New York County Surrogate's Court

EXHIBIT III

Lawrence Kingsley

From: Buckley, Dennis <debuckley@pa.gov>
Sent: Tuesday, October 12, 2021 7:58 AM
To: Lawrence Kingsley
Cc: kkrupka@grossmcginley.com
Subject: RE: [External] RE: C-2020-3019763 Kingsley v PPL

Good morning, Mr. Kingsley,

Although we are well past the regulatory deadline for transcript corrections under the Commission's regulation at 52 Pa. Code, Section 5.253, those time limits were instituted without the contemplation of a global pandemic and its effects. Therefore, I will waive the time limit and ask that you file your proposed corrections by November 1, 2021. It would be appropriate to file any hearing motions—such as a motion to compel—at the same time.

Judge Buckley

From: Lawrence Kingsley <file@research-1.com>
Sent: Tuesday, October 12, 2021 5:18 AM
To: Buckley, Dennis <debuckley@pa.gov>
Cc: kkrupka@grossmcginley.com
Subject: [External] RE: C-2020-3019763 Kingsley v PPL

I am sorry to bother Your Honor, but in prudence I would like to ask, please, if there is a particular deadline by which I should submit the proposed corrigenda (re: transcript) and my new motion to compel discovery (limited to billing issues). Unfortunately, other pressing work and medical needs have delayed my completion of these tasks.
Lawrence Kingsley
646-543-2226

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 response[1] 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'sAccount 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 PPLmade

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 Country 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 itsSecurity 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 isnoted 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 at 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 andLinda 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 topurported summaries of these calls?

PPL's Answer. While PPL Electric does record some telephone calls for quality assurance, suchcalls 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 resolvedand 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 refusalis 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.

3

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.

4

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.

5

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

6

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 citizen 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.

7

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 efiling 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

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

Respectfully submitted,

/S/

_____

Lawrence Kingsley, *Pro Se*
2161 W. Ridge Dr.
Lancaster, PA 17603
646-453-2226

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

1. After submitting the initial version of this motion, the complainant realized that he had uploaded the wrong file. He therefore, within minutes, is submitting the correct version and requests leave to substitute it for the previous version.

2. The complainant Lawrence Kingsley moves for reconsideration of the court's decision at the March 20,2022 hearing, whereby the court decided to forbid post-trial briefs and placed the complainant's Trial Memorandum in this category.

3. The complainant already had filed this Trial Memorandum (not a post-trial

brief) before the hearing commenced. This Memorandum is merely a summary of the evidence produced so far in the case.

4. Because this Trial Memorandum expressed the complainant's assessment of the evidence, he relied on this Memorandum instead of repeating it during the hearing.

5. He thus was surprised when, at the conclusion of the hearing, the court *sua sponte* ruled that his Memorandum would not be permitted. If the complainant had known from the beginning that this ruling was intended, he would have expanded his testimony about issues that he thought were adequately covered in his Memorandum.

6. The unexpected decision to deny him the Memorandum that he already had filed thus resulted to his detriment in severe diminution of his testimony and argument.

7. If it one thing if the court, after reading the Memorandum, were to find it unpersuasive, but by surprise, to impose a procedural "Guillotine" on routine documentation was capricious and arbitrary.

8. It also was inappropriate to deny the complainant an important part of the record that may be needed for further review.

9. Contrary to one's constitutional right of access to the court, this decision served to deny the complainant due process.

10. Whether intended or not, this decision mirrors the distinct tilt toward PPL which the complainant has noted earlier in this case, as in denying him discovery.

11. Accordingly, the complainant asks for vacatur of the decision that effectively strikes his Memorandum purely on procedural grounds.

Dated: Lancaster, PA
May 2, 2022

Respectfully submitted,

/S/

Lawrence Kingsley, *Pro Se*
2161 W. Ridge Dr.
Lancaster, PA 17603
646-453-2226

Certificate of Service

I hereby certify that on May 2, 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.
Gross McGinley, LLP
33 S. Seventh Street, PO Box 4060
Allentown, PA 18105-4060

Respectfully submitted,

/S/

_____

Lawrence Kingsley, *Pro Se*
2161 W. Ridge Dr.
Lancaster, PA 17603
646-453-2226

EXHIBIT

BEFORE THE PENNSYLVANIA
PUBLIC UTILITY COMMISSION

DOCKET No. C-2020-3019763

Lawrence Kingsley,
Complainant

v.

PPL Electric Utilities,
Respondent

COMPLAINANT'S TRIAL MEMORANDUM

The complainant Lawrence Kingsley offers the following summary of evidence which has been produced so far in this case.

I. Right of Way and Vegetation Management

PPL has been unable to produce documentation of any right of way or easement on the complainant's property. At the July 20, 2021 hearing the PPL witness, Tyler Marino, confirmed that no property owner's signature is found on an exhibit purporting to give PPL the right to use former Bell Atlantic telephone poles. (Transcript, 110-111). In fact, this exhibit applies to the township of Martic Forge, which is nowhere near the complainant's property.

Even if an easement on the complainant's property could be discerned some other way, it does not transfer from one property owner to another without a Deed

of Transfer, which has never been produced by PPL.

Similarly, Pennsylvania case law has shown that an easement, if one can be found, is limited to its original purpose. For example, a landowner who granted an easement for residential use never relinquished all future uses of a long driveway. Trucks that began using the driveway for commercial, as opposed to residential purposes created a disturbance that the court did not permit after the grantor brought suit.

By analogy, low voltage telephone wiring should not have been replaced by PPL's high voltage wiring which can electrocute people. PPL instead could have installed conventional poles on the street where the municipality owns a certain distance from the center of the roadway. The preferred solution, which PUC now requires for new construction, is simply to bury wiring where it will not create fires like California has experienced from PG&E wiring or outages during a tornado or hurricane.

However, the complainant understands PUC's policies about aerial wiring and is not trying to "upset the apple cart." He asks only that (1) that PPL adhere to its previous commitments to PUC about notifying property owners in advance of intended work, (2) that the notification have verifiable tracking information and state the scope of the work, and (3) that the notification allow adequate time for legal proceedings, whereby excessive work like PPL has performed in the past can

be challenged with aid of expert testimony and photographs. Mr. Marino testified that he has no record of any notification ever given to the complainant and that PPL does not undertake any follow-up with the property owner about notification. (Transcript, 98:12-16, 103:24-25, 105:19-21).

PPL, of course, eschews oversight and wrongly has acted as though it exercises eminent domain throughout its service areas. Not even PUC can license PPL to act in this matter, and that is where much of the problem lies: through inaction by PUC, PPL assumes rights that it never obtained.

Exhibits submitted by the complainant at the July 20 hearing show huge tree limbs that PPL cut, but never removed from his property. Other exhibits show a clear path for PPL's wiring, at least on his property, meaning that no new tree trimming will be needed for many years.

The further problem about PPL's vegetation management is that PPL exercises no oversight over its contractors. Mr. Marino testified that PPL does not train its contractors (Transcript, 104:2-24) . Mr. Marino himself is intelligent and states that he has a degree in forestry, but PPL contractors, misnamed "foresters," understand vegetation management only in the sense of how to operate a chain saw. Their practice is to move though a neighborhood with least cost to themselves, and conferring with property owners is not an objective.

The complainant explained the severe damage which PPL inflicted on his

trees, but Mr. Marino testified that he has no personal knowledge of this work or even when it was performed (Transcript, 100:8-18, 103:20-22). His software that tracks vegetation management, he conceded, was not operational until 2018-2019 and then was only in its "infancy." (Transcript, 114:23-25).

II. Billing Issues

For the third time in this case PPL has withheld discovery that the court has declined to compel.[1]

However, PPL has not produced any evidence in rebuttal of the accusation that it violated the standard for "fair and equitable residential public utility service" (Title 52 § 56.1**)** when it forced the complainant to pay for bills issued in the name of Linda Schoener, who died on March 20, 2015. As Administrator of her estate, he had to take measures to protect the estate as by maintaining electrical service for heating equipment which kept pipes from freezing. Those payments on behalf of the estate should be refunded to the complainant who was living in New York City during the time in question and instead sought from New York's Surrogate's Court, which is similar to Pennsylvania's Orphans Court. The complainant is not permitted to advance claims of one creditor of Ms. Schoener's estate over claims of other creditors, and the complainant had no personal responsibility for Ms. Schoener's monthly bills.

[1] The complainant submitted discovery requests on Feb.28, March1, and Oct. 31, 2021.

It is well-known that PPL collects a security deposit from new customers. Unless PPL can produce unimpeachable records of Ms. Schoener's account when it was first opened, we cannot assume that PPL treated Ms. Schoener differently from other customers. Her estate therefore should not have to forfeit the security deposit that she was expected to make.

PPL cannot even produce records of the estate's monthly payments during 22 of the 29 months in question. Here, too, lapses in PPL's record keeping should not automatically translate into increased profit for PPL. Most companies budget expense for customer service, but here, as in vegetation management or in repair of roads dug up for PPL manholes, PPL focuses only on profitability for its Boston owners.

PPL's exhibits should not substitute for records which PPL either is unwilling or unable to produce. In fact, PPL's unattested, unexplained exhibits should be stricken because they were not submitted under opposition procedure; they are largely irrelevant to the issues in question; and they are self-serving, reflecting merely PPL's point of view on often disputed topics. There is no way to confirm the validity of these exhibits because PPL, correctly or not, avows that it has no audio recordings of conversations purported to have been transcribed from these recordings. We know that even a professional court reporter may misunderstand witnesses and make glaring mistakes. In PPL's exhibits we know nothing about

any secretarial "pool" involved in the transcription except that PPL had final authority for whatever was retained or not retained. The complainant never saw theses exhibits before this case; if he had, he would have expressed disagreement with the tenor and selectivity of many exhibits. PPL is entitled to argue its point of view, but it must be seen as one-sided and incomplete.

III. Conclusion

PPL is unable to rebut the complainant's contention that the vegetation management (really mismanagement) at bar, being excessive and unreasonable, violated §§ 1501-1502 of the Pubic Utilities Code. For this work PPL had no business even being on the property without a legitimate easement.

The disputed facts show why the complainant could not rely on the "toothless" agreement reached with PPL in his informal complaint that preceded the instant complaint. However, under PUC's policies the judgment rendered in this formal complaint will replace the previous judgment. Unless the previous judgment is reasserted and incorporated, at least by reference, in the new judgment, the complainant could wind up worse off than he was after the informal complaint. He prays, of course, that the court will extend and strengthen the previous judgment, as by insisting that PPL furnish reasonable, verifiable notification of the date and scope of intended vegetation management. For nonemergency work at least three weeks advance notice should be required.

For billing issues PPL should not hide behind opaque records, but simply disgorge funds improperly forced from the complainant, but owed by Ms. Schoener's estate.

The complainant has cited innumerable complaints about PPL filed both with PUC and the Better Business Bureau. Those complaints are likely to continue unless PUC decides to protect Pennsylvania citizens, not just PPL's owners in Boston. For too long PPL has kept the Commonwealth in a state of colonial subjugation for the benefit of Massachusetts investors. Either PUC should bring PPL to heel, or the Legislature and other courts may wish to do so.

Dated: Lancaster, PA
March 10, 2022

Respectfully submitted,

/S/

_____

Lawrence Kingsley, *Pro Se*
2161 W. Ridge Dr.
Lancaster, PA 17603
646-453-2226

Certificate of Service

I hereby certify that on March 10, 2022 I emailed a true copy of the forgoing Trial Memorandum to The Hon. Dennis Buckley and 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, *Pro Se*
2161 W. Ridge Dr.
Lancaster, PA 17603
646-453-2226

Lawrence Kingsley

From: Lawrence Kingsley <file@research-1.com>
Sent: Tuesday, June 29, 2021 6:13 PM
To: kkrupka@grossmcginley.com
Cc: Buckley, Dennis (debuckley@pa.gov)
Subject: Motion for Declaratory Judgment
Attachments: Motion for Declaratory Judgment, June 29.pdf

I am resending my June 28 message, which may not have reached you. I thus have noted today's date in the Certificate of Service. I wrote:
Attached, please find my Motion for Declaratory Judgment and appended Affidavit.
Lawrence Kingsley
646-543-2226

Lawrence Kingsley

From: Lawrence Kingsley <file@research-1.com>
Sent: Sunday, October 31, 2021 2:52 PM
To: kkrupka@grossmcginley.com
Cc: Buckley, Dennis (debuckley@pa.gov)
Subject: Oct. 31 submissions (Docket No. C-2020-3019763)
Attachments: Motion to Compel Interrogatory Answers about Billing--FILED.pdf; Corrigenda Transcript of July 20--FILED.pdf

Attached, please find copies of my:

1. Motion to Compel Interrogatory Answers.
2. Corrigenda of July 20, 2021 Transcript.

I am filing these documents with the Secretary's Bureau.

Lawrence Kingsley
646-543-2226

Lawrence Kingsley

From: Lawrence Kingsley <file@research-1.com>
Sent: Thursday, March 10, 2022 9:52 AM
To: Buckley, Dennis (debuckley@pa.gov)
Cc: kkrupka@grossmcginley.com
Subject: Trial Memorandum
Attachments: Trial Memorandum.pdf

Please find the attached trial Memorandum, which should be useful for review after today's hearing.
I also am filing a copy with the Secretary's Bureau.
Lawrence Kingsley
646-543-2226

Lawrence Kingsley

From: Lawrence Kingsley <file@research-1.com>
Sent: Friday, May 20, 2022 7:35 AM
To: 'eFile@pa.gov'
Cc: Buckley, Dennis (debuckley@pa.gov); kkrupka@grossmcginley.com
Subject: RE: E-file Confirmation for 2386163

Please note that my recent filing was not a pleading (such as complaint, answer, or motion), but rather a letter concerning the record in this case. Would you kindly tell me what Qualified Document Type is appropriate for correspondence if "Letter" is not?
Lawrence Kingsley

From: eFile@pa.gov [mailto:eFile@pa.gov]
Sent: Thursday, May 19, 2022 4:02 PM
To: file@research-1.com
Subject: E-file Confirmation for 2386163
Importance: High

Dear Lawrence Kingsley,

Your eFiling that was filed on Wed May 18 05:30:26 EDT 2022 on Docket Number C-2020-3019763 has been rejected due to the following reason.
Not a Qualified Document Type : This filing is not a proper pleading per ALJ Buckley, do not re-file.

Following documents were rejected as a part of Filing

Communication-Letter.pdf

Thank You,
Public Utility Commission
Commonwealth of Pennsylvania

** Please do not respond to this automatically generated email.*

Lawrence Kingsley
2161 West Ridge Drive
Lancaster, PA 17603
mail@research-1.com
717-884-9459

June 2, 2021

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

Re: Your June 2, 2021 email

Dear Sir/Madam:

Regarding your June 2 message listed below, please note that on May 6, 2021 I was ordered to file an Amended Complaint and that the other documents listed below were filed in support of three motions. Subsequently, on June 1, 2021, I again was ordered to file the Amended Complaint with the Secretary's Bureau. The rejected complaint cannot be reborn as a new complaint because it is part of an ongoing case.

Your efiling department has overlooked my appended May 26, 2021 letter explaining what I was filing on May 26. This letter was filed with my submission of seven documents, all (including the May 26 letter) listed under eFiling Confirmation No. 2148662. Your rejection of duly filed—in fact, ordered—documents has caused our judge, The Hon. Dennis J. Buckley, unnecessary work and even, but for his indulgence, contributed to dismissal of this case. He has now rescinded the dismissal and, as noted, ordered me to complete the efiling of the rejected documents.

Since you already have the seven documents that were efiled on May 26, plus my explanatory letter, please process them and notify the parties and Judge Buckley accordingly. For compliance with the May 6 order, they should show the original May 26 filing date.

My Reply to PPL's Answer (the last of the seven documents) is now moot, but should be included as background of recent rulings.

Sincerely yours,

/S/

Lawrence Kingsley

From: eFile@pa.gov [mailto:eFile@pa.gov]
Sent: Wednesday, June 2, 2021 3:21 PM
To: file@research-1.com
Subject: E-file Confirmation for 2148662
Importance: High

Dear Lawrence Kingsley,

Your eFiling that was filed on Wed May 26 16:08:47 EDT 2021 on Docket Number C-2020-3019763 has been rejected due to the following reason.
Other - See Comments : Please re-file the amended complaint correctly as Formal Complaint.

Following documents were rejected as a part of Filing

Communication-Letter.pdf

Supporting Documentation-Motion.pdf

Supporting Documentation-Motion.pdf

Amended Formal Complaint

Memorandum - L Kingsley

Motion to Compel Discovery & New Motion for Sanctions - L Kingsley

Renewed Motion to Strike & Motion for Sanctions - L Kingsley

Reply to Answer to Amended Complaint - L Kingsley

Thank You,
Public Utility Commission
Commonwealth of Pennsylvania

** Please do not respond to this automatically generated email.*

Lawrence Kingsley
2161 West Ridge Drive
Lancaster, PA 17603
mail@research-1.com
717-884-9459

May 26, 2021

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

Re: Accompanying Documents

Dear Sir/Madam:

Please note that my certificate of service is attached to each of the six documents which I am efiling in addition to this letter.

If you consult Judge Buckley's May 6, 2021 order, you will note that he ordered an Amended Complaint.

I also am filing a motion to modify this order, and the other documents are filed in support of this motion. Accordingly, there is a degree of duplication in the record, but this duplication is intended not only for the convenience of Judge Buckley, but for support of the new motion.

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

COMPLAINANT'S MOTION TO AMEND EXCEPTIONS

1. The complainant Lawrence Kingsley moves the Commission for leave to amend the Exceptions to dismissal of his complaint.
2. He timely submitted the prior version of these Exceptions on July 5, 2022, but because of other work, he was rushed to meet this deadline and made a number of typos and verbal errors which need to be corrected.
3. He furthermore determined that additional elaboration would be helpful to the Commission.
4. The increased clarity and readability will aid decision-making and therefore are in the interest of justice.
5. There will be no prejudice to PPL since the underlying facts of this case

remain unchanged.

6. WHEREFORE, he asks leave to substitute the accompanying Exceptions for the previous version of this document dated July 5.

Dated: Lancaster, PA
July 8, 2022

Respectfully submitted,

/S/

Lawrence Kingsley, *Pro Se*
2161 W. Ridge Dr.
Lancaster, PA 17603
646-453-2226

Certificate of Service

I hereby certify that on July 8, 2022 I emailed a true copy of the forgoing Motion for Leave to Amend Exceptions to The Hon. Dennis Buckley and 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, *Pro Se*
2161 W. Ridge Dr.
Lancaster, PA 17603
646-453-2226

BEFORE THE PENNSYLVANIA
PUBLIC UTILITY COMMISSION

DOCKET No. C-2020-3019763

Lawrence Kingsley,
Complainant

v.

PPL Electric Utilities,
Respondent

COMPLAINANT'S SECOND SET OF EXCEPTIONS AND MOTION FOR RECONSIDERATION, DATED JULY 22, 2022

Overview

1. The complainant Lawrence Kingsley takes Exceptions to the denial and striking of his Motion for Leave to Amend his Exceptions to dismissal of his complaint. To this extent, the new exceptions also comprise a Motion for Reconsideration.
2. Since he has taken exceptions to the rest of this case, the subject motion, as well as the instant motion, should be decided by the Commissioners as part of the Exceptions already pending.
3. The Commissioners should have access to the full record in this case, not just

an "expurgated" version of it which creates a new appellate issue.

Background and Nature of the Case

4. The complainant has protested PPL's invasion of private property without warrant and violations of §§ 1501-1502 of the Public Utilities Code. He alleges that PPL's tree limb amputation was excessive (neither safe nor reasonable) and did not conform to PPL's obligation to notify a homeowner in advance of the work.[1]

5. A second count concerns billing irregularities by PPL—namely, charging the complainant personally for monthly costs incurred by a decedent's estate and conversion of the decedent's security deposit).

6. PPL never obtained a right-of-way on the complainant's property, and the only document which PPL was able to produce for this purpose applies to Martic Forge, a town near the Susquenna River and nowhere close to the Lancaster property.

7. The Motion in question does not contain any "redundant, immaterial, impertinent, or scandalous matter," which could be stricken under 52 Pa. Code § 1.4 or FRCP 12(f).

[1] At least twice PPL committed to this notification in documents filed with PUC. See 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."

8. Nor in this Motion is there anything frivolous, dilatory, violative of private information, nor contrary to the Iqbal/Twombly standard of heightened pleading.

9. The stricken Motion did not ensue from a motion to strike by PPL, but rather, on 7/15/22, from the *sua sponte* decision of the Secretary, The Hon. Rosemary Chiavetta, without any hearing or opportunity for rebuttal. In fact, "Motions to strike are not favored and usually will be denied unless the allegations have no possible relation to the controversy and may cause prejudice to one of the parties." *Harleysville Mut. Ins. Co. v. GE Reinsurance Corp.*, Civ. A. No. 02-171, 2002 U.S. Dist. LEXIS 8064, at *16 (E.D. Pa. May 6, 2002).

10. Here the only prejudice is to the complainant.

11. In denying this Motion, the Secretary does not question a single emendation of the Exceptions. Her rationale is only that the Motion does not qualify under 52 Pa. Code § 1.2 (liberal construction of rules "to secure the just, speedy and inexpensive determination of every action or proceeding" and authorization of the Commission, at any stage of the proceeding, to "disregard an error or defect of procedure which does not affect the substantive rights of the parties").

12. She does not explain how the amendment would detract from PPL's rights, if

that is her concern, and only makes a blanket statement that the Amended Exceptions do "not qualify under this Regulation."

Argument

13. It would seem that her tacit reason for the denial of the Amended Exceptions is the implication that PPL will be better-off to the extent that the complainant is worse off (if he is unable to correct typos or to elaborate his position as fully as he intended). However, that is not the criterion on which the amendment should be decided, which is only whether the enhanced clarity and readability of the amendment are in the interest of justice.

14. A difficult case to make is that the Commissioners should have to read typos (that are already corrected) or an imperfect version of the Exceptions. Similarly, the "just, speedy and inexpensive determination of proceedings" is not enhanced by abuse of discretion—i.e., failure to allow simple verbal changes that adds to the complainant's grievances and thus workload for the ultimate trier of fact.

15. Throughout this case there has been an attempt to protect PPL as an incumbent utility rather than to enforce the Public Utility Code and grant the complainant a fair hearing.

16. Distortion of the record so as to favor PPL is one of the issues articulated in the previous Exceptions. The Secretary should not have taken action which

can be construed as new evidence of this bias.

17. A similar incident occurred when Judge Dennis Buckley on 5/12/22 struck the complainant's pretrial Memorandum, mistakenly calling it a post-trial brief which he then prohibited. There is no rule or standard making a post-trial brief, much less a pretrial Memorandum, *verboten*. Nor was there any allegation that the evidence discussed in the Memorandum was cumulative, redundant, nor irrelevant.

18. Judge Buckley's only statement of why this Memorandum was prohibited is that, PPL would have to respond: by implication that task would not comport with the idea of protecting PPL.[2]

19. Worth noting in this context is that Judge Buckley also refused to allow the complainant either discovery, Preliminary Objections to PPL's Answer, corrections of the 3/10/22 transcript,[3] Motion for Declaratory Judgment (likewise stricken), or the parties' Joint Motion for Continuance.

20. This repetitive refusal to grant the complainant rights usually accorded a litigant suggests an attempt to silence him, suppress dissent, defend a

[2] See 5/12/22 order at 2-3. The further injury to the complainant is that Judge Buckley did not announce this prohibition on "post-trial briefs" until after the hearing. By renaming the pretrial Memorandum, which was filed before the hearing, a post-trial brief, Judge Buckley deprived the complainant of important evidence inasmuch as the complainant relied on this Memorandum during the hearing and thus had no reason to duplicate commentary and data which were adequately set forth in the Memorandum.

[3] See ¶ 26 below regarding the transcript.

predetermined judgment, and thereby deny the complainant due process.

21. The Secretary's striking of his pleadings advances this objective by further restricting the appellate record.

22. It is as though, in the eyes of Judge Buckley and the Secretary, the complainant not only should be denied important evidence, but stripped of his rights, besmirched, and, on the basis of an artificially limited record, set up for slaughter.

23. Striking of pleadings, not just their denial, is redolent of George Orwell's *1984*, where "Every record has been destroyed or falsified, every book rewritten, every picture has been repainted, every statue and street building has been renamed, every date has been altered. History has stopped."

24. Nazi book burning is another analogy.

Conclusion

25. WHEREFORE, the Amended Exceptions should be presented to the Commissioners who are capable of deciding what they wish to review, and no one, not even the Secretary, should short-circuit the Commission's normal appellate process.

26. The Commissioners themselves should decide the scope and admissibility of the Amended Exceptions on the basis of the full record. For the

27. In comparison, the Secretary's striking of the Amended Exceptions suggest,

like Judge Buckley's striking of the complainant's pretrial Memorandum, an impermissible attempt to distort the record in favor of PPL.

28. However, the increased clarity and readability of the stricken material will aid decision-making and therefore are in the interest of justice.

29. The Amended Exceptions will not prejudice PPL since the underlying facts of this case remain unchanged.

30. For the limited purpose of this appeal, the complainant requests leave to resubmit all the stricken documents.

31. Finally, the complainant again asks the Commission to decide corrections of the 3/10/22 transcript which he submitted on 5/2/22, well before the 6/15/22 dismissal of this case. Obviously, the corrigenda should have been decided before the case was dismissed.

32. The complainant noted the corrigenda in the initial version of the Exceptions, but mistakenly overlooked this detail in the Amended Exceptions.

Dated: Lancaster, PA
July 25, 2022

Respectfully submitted,

/S/

Lawrence Kingsley, *Pro Se*
2161 W. Ridge Dr.
Lancaster, PA 17603
646-453-2226

Certificate of Service

I hereby certify that on July 25, 2022 I emailed a true copy of the forgoing Motion for Reconsideration to The Hon. Dennis Buckley and 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, *Pro Se*
2161 W. Ridge Dr.
Lancaster, PA 17603
646-453-2226

BEFORE THE PENNSYLVANIA
PUBLIC UTILITY COMMISSION

DOCKET No. C-2020-3019763

Lawrence Kingsley,
Complainant

v.

PPL Electric Utilities,
Respondent

REPLY TO PPL'S OPPOSITION TO COMPLAINANT'S EXCEPTIONS

Overview

The complainant here replies to PPL's opposition to his Exceptions and Amended Exceptions. PPL labels its opposition to the initial Exceptions a "Reply," which should not be confused with the complainant's instant Reply. PPL's opposition to the complainant's Second Set of Exceptions and Motion for Reconsideration is captioned an "Answer."

The complainant's two sets of exceptions and correspondence with the Secretary touch on some of the reasons for this Reply to PPL. There is no attempt to duplicate or to replace these prior documents, but, where appropriate, short quotes are taken from them.

PPL purports to have emailed its oppositions to the complainant, but he only received a paper copy by recent USPS mail.

As we might expect and as elaborated below, PPL distorts the facts. Otherwise, PPL makes two main errors. The first error is one of logic: circular reasoning by which PPL tries to cite as proof the very rulings which are in question. The second error concerns burden-shifting, whereby PPL tries to ascribe to the complainant its own burden of proof. Both errors reveal arrogance in the assumption that no one will perceive PPL's distortion and shallow sophistry.

Re: PPL's initial Opposition.

Argument 1. By bald denials, PPL cannot overcome well-documented averments in the complaint.

Worth repeating is the principle that under Pennsylvania jurisprudence all assertions in the complaint are taken as true unless the defendant can come forward with clear and convincing evidence to the contrary. PPL has not done so.

Pennsylvania and U.S. Courts are uniformly agreed that "the Court will take Plaintiff's statements of fact as true, unless contradicted in the record." *Covington v. Hamilton Twp. Bd. of Educ*, Civ. No 08-3639 (FLW) (D.N.J. Jun. 15, 2015). See also: *Bykowski v. Chesed, Co.*, 625 A.2d 1256 (Pa. Super. Ct. 1993) ("All averments of fact properly pleaded in the adverse party's pleadings must be taken as true, or as admitted, unless their falsity is apparent from the record"; *Holiday v.*

Bally's Park Place, Inc., Civ. A. No. 06-4588, 2007 WL 2600877, E.D. Pa. Sept. 10, 2007 ("The court must generally accept as true the allegations in the complaint, unless they are contradicted by defendant's affidavits"); and *Bell Atlantic Corp. v. Twombly***,** 550 U.S. 544 (2007) (U.S. Supreme Court made clear that a court at the motion-to-dismiss stage is to consider not just "whether the factual allegations are probably true. We made it clear, on the contrary, that a *court must take* the allegations as true").

PPL was unable to proffer any credible evidence in support of its defense—no photographs, no affidavits, and no depositions. None of PPL's witnesses had firsthand knowledge or up-to-date records of the disputed facts and thus were unable to rebut the complainant's principal contentions.[1]

Specifically, PPL's only witness regarding vegetation management, Tyler Marino, testified that he was not employed by PPL when PPL "attacked" the complainant's trees and thus had no personal knowledge of the disputed facts. (Transcript of July 20, 2021 hearing at 100, lines 8-18; 107, lines 23-25; hereafter "Transcript"). Nor, according to his testimony, did PPL have any computer system installed at the time of the disputed work that could tell him even when the work occurred. (Transcript at 92, lines 8-10). He testified that he could not say whether

[1] The judgment and decision by Judge Buckley, however, finds witnesses credible even when they speak from acknowledged ignorance, as in having no relevant records, computer systems, or relationship to PPL during the period in question.
.

this work complied with PPL's policies about trimming trees only within 15 feet of PPL's wiring. (Transcript at 108, lines 1-7).

He acknowledged that there was no record that the complainant was ever notified of the intended work. (Transcript at 98, lines 2-16; 105, lines 19-21). Routinely, he said, PPL conducts no follow-up with the property owner about whether notification ever occurs. (Transcript at 103, lines 221-225, to 104, lines 1-3).

He furthermore testified that PPL lacks any training program for its contractors, whom it misnames "foresters." (Transcript at 104, lines 21-24). Unlike Mr. Marino himself, PPL contractors have no training in forestry and specialize only in operation of a chainsaw.

Contrary to PPL, the complainant's photographs show extensive damage by PPL. While the year of the work is debatable, we know that the work occurred, and that it was destructive. Judge Buckley's Decision at 16 was too accommodating to PPL in assuming that fallen limbs were natural ground-fall. Limbs fallen naturally do not have a saw cut at one end, as shown, for example, by Exhibits 5 and 12 of the Sept. 21, 2021 hearing. Two of the complainant's trees were so debilitated by PPL that they eventually fell into the creek.

PPL mistakes the time in question, which was not when the complainant found unannounced PPL contractors on his property ready to "strike again," but an

earlier period when the damage was sustained. The complainant "survived" the last visit since he was present to point out that no vegetation management was needed, but since PUC has never disciplined PPL, PPL believes that it can get away with invasion of private property and wrecking havoc whenever it wishes.

PPL demonstrates no intention of keeping its commitments to PUC about notifying property owners in advance of assault on their trees. If PPL were to do so, the property owner could contest the need or extent of announced work, but PPL and its contractors want to act as absolute rulers who cannot be challenged. Moreove, PPL pays its contractors by the job, and the contractors have an economic incentive to cut large swaths of a neighborhood before anyone can object.

Without explanation PPL tries to shift its burden of proof to the complainant. As elsewhere, PPL relies on ipse dixits, rather than intelligent reasoning and citation of competent authority. Nowhere does PPL explain how its practices differ from *Huffsmith v. PPL Electric Utilities Corp*., No. 11-CV-1012 (C.P. Lacka. Co., 2018), where PPL was held liable for trespass and intentional removal of fully-grown evergreen trees along the plaintiffs'property. The court found that a person who authorizes or directs another to trespass upon another person's land is also liable himself or herself as a trespasser and that this rule of law applies even if the authority or direction is given to one who is an independent contractor.

Argument 2. PPL argues frivolously about billing.

Billing is separate count in the complaint from PPL's excessive tree removal and amputation. The record is undisputed that PPL, under threat of terminating service, forced the complainant to pay monthly charges for his fiancée's estate. In a sense, he is analogous to a tenant who has the right to collect utility company payments from a landlord if the landlord fails to keep a utility account current.[2] Here no rent was due, but the decedent could hardly pay PPL's monthly bills. Even after the complainant was appointed Administrator (i.e., Executor) of Ms. Schoener's estate, he had no personal obligation for these bills. PPL should refund these payments to him and, like any creditor of the estate, apply for payment from the New York Surrogate's Court, which is similar to our Orphan's Court.

The record is undisputed that PPL has a history of collecting a security deposit from new customers. PPL's loss of records or spoliation of evidence from the earliest years when Ms. Schoener's account was opened by her parents should not give PPL the right to pocket this money. The fact that neither Ms. Schoener nor the complainant had to pay their own security deposit in no way means that her parents were relieved of the same obligation. Obviously, there would be no reason for Ms. Schoener or the complainant to surrender a new security deposit if it already had been

[2] Under 66 Pa. C.S. § 1529 (Right of tenant to recover payments), "Any tenant who has made a payment to a utility on account of nonpayment of charges by the landlord ratepayer pursuant to this subchapter may subsequently recover the amount paid to the utility."

paid. Since PPL avows that it has no records of the account when it was first opened, Judge Buckley has no justification for saying on p. 14 of his Decision that the security deposit "had never been paid." What is important is PPL's general policy over the years, and gaps in the record should not result in PPL's unjust enrichment--retention of the security deposit. PPL, however, has pocketed this amount along with payment for the 29 months of service billed to the deceased account holder.

PPL is the custodian of records from this period and should have the burden of accounting for these records. Ms. Schoener's account to this day remains active and is listed next to the complainant's account on PPL's Website. However, PPL cannot produce even the original application for service. If PPL has destroyed (or pretends to be unable to find) records for an active account, an adverse presumption should be entered that these records undermine PPL's position. It is unfair to shift this burden to the complainant who never knew Ms. Schoener or her parents when the account was first opened.

In fact, under 66 Pa. C.S. § 315(d), "The burden of proof to justify every accounting entry questioned by the commission shall be upon the public utility making, authorizing, or requiring such entry, and the commission may suspend any charge." However, the security deposit is considerably smaller than the total for the 29 months of service from Ms. Schoener's death to the start of the complainant's own account. During this time the complainant lived in New York, paying ConEd

for utilities. As we find for tenants, usage rather than ownership of the building is what normally determines the obligation of the ratepayer. PPL is off base in arguing that eventual ownership of the property obligated the complainant to pay for the period when the estate, rather than him, occupied the house. He did not move in until 2/1/20.

PPL's witness about billing, Kelly Bell, was of little use to PPL since she was not employed by PPL when the account was first opened. She testified that records during the period when the estate was the account holder were purged. Partial PPL records, however, show that the complainant paid $1,011.60 on behalf of the estate during 22 months following Ms. Schoener's death on Oct. 2015. Starting in August 2017, the complainant, for prudence, asked for an account in his own name even though he still was living in New York. (Transcript of March 20, 2022 hearing at 157, lines 23-25 to 158, lines 1-2).[3] He calculated an estimate for all 29 months of the purged records, using as a proxy data from Jan. 17, 2017 to July 17, 2017 (with approximately 2.5 winter months and 3.5 summer months). This total is $1,946.85. No air conditioning was in use or even installed during either Ms. Bell's or the complainant's estimate. With interest, not to mention penalties, the $1,946.85 easily could exceed $2,000.

[3] Judge Buckley refused to let the complainant explore why PPL's Website differs from records that were the subject of he testimony about billing.

PPL plays a word game in alleging: "Complainant himself admits within his own exceptions that he voluntarily paid the electric bills between Ms. Schoener's death and the transfer of the electric bill for the property into his own name ."[4] There is nothing voluntary about forcing the complainant to pay the Estate's monthly bills under threat that the service otherwise would be terminated in the dead of winter. Controls of the heating equipment required electricity, and pipes could freeze without heat. But PPL's threat to terminate the decedent's service in winter flagrantly violated 52 Pa. Code § 56.100 (Winter termination procedures) and was another indication of PPL's *ultra vires* conduct throughout this case.

Argument 3. PPL misapprehends the complainant's Pretrial Memorandum.

This Memorandum was properly filed on 3/10/22 (eFiling Confirmation Number 372963). Yet, on 5/12/22 Judge Buckley struck this pretrial Memorandum, mistakenly calling it a post-trial brief which he then prohibited. There is no rule nor standard making a post-trial brief, much less a pretrial Memorandum, *verboten*. PPL argues frivolously that "Complainant fails to cite to a single rule that would have permitted the filing of this 'memorandum.'"(PPL Reply at 4). No such citation is needed because the Public Utility Code is always in effect, and an experienced judge should have been familiar with 66 Pa. C.S. § 332(b), which states: "Every party is entitled to present his case or defense by oral

[4] PPL's "Reply" at 3.

or documentary evidence, to submit rebuttal evidence and to conduct such cross-examination as may be required for a full and true disclosure of the facts."

Because Judge Buckley bifurcated the case, the complainant's Pretrial Memorandum—a digest and review of evidence from the first hearing—should have been helpful. However, as with other rulings, Judge Buckley wanted to silence the complainant and to deprive him of an appellate record, so that the court's likely predetermined decision would seem undisputed.

It would have been one thing simply to have found the Memorandum unpersuasive and to have entered judgment in favor of PPL. But striking a harmless Memorandum suggests a further motivation: denial of the complainant's right to be heard and thus infringement of due process. Anyone can see that this Memorandum contains no "redundant, immaterial, impertinent, or scandalous matter," which could be stricken under 52 Pa. Code § 1.4 or FRCP 12(f); nor was there any allegation that the evidence was cumulative or irrelevant. The complainant has requested leave to resubmit this Memorandum: if this request if granted, Commissioners can see for themselves why the striking of this Memorandum was unnecessary and excessive.

Judge Buckley's striking of the complainant's Preliminary Objections to

PPL's Answer,[5] as well as the Motion for Declaratory Judgment (Confirmation No. 2184761, plus the Secretary's striking of the complaint's Motion for Reconsideration (re: the Amended Exceptions, Confirmation No. 2424482) and letter to the Secretary (Confirmation No. 2424593) are in the same category: an attempt to suppress dissent, distort the record, and leave PPL as the unchallenged victor.

Also to this end, Judge Buckley besmirches the complainant without cause, most notably in the abstract where there is no context that can be examined and interpreted differently. Each of the stricken documents should be examined in terms of whether the complainant was treated fairly.

Argument 4. PPL continues to misstate the circumstances of its report to Judge Rainey.

PPL flagrantly misstates the facts about its *ex parte* communication with Judge Charles E. Rainey. Contrary to PPL, Judge Buckley and explicit facts already set forth, the complainant never requested an internal PUC report, but only a copy of the report which PPL submitted to PUC apropos of the parties' failed mediation. Judge Rainey required PPL to report the outcome of this mediation, and the only reason why PPL would have withheld this report from the complainant is

[5] Efiling Confirmation No. 2185808. Preliminary Objections are a standard tool under 56 Pa. Code § 5.101(e).

that PPL must have used it to attack him surreptitiously without fear of rebuttal. PPL could have laid this matter to rest long ago simply by serving this report on the complainant, but PPL's steadfast refusal to do so suggests errors or calumny in the report which PPL does not wish brought to light. The complainant should be entitled to know if PPL tarnished him from the outset of this case, and even now, for the appeal, he would like a copy of what PPL stated. If, as PPL contends, the report is harmless, there is no reason to conceal it.

Argument 5. PPL distorts the facts about discovery.

PPL's refused to answer the complainant's Interrogatories and produced only a negligible response to the demand for production of documents. When Judge Buckley bifurcated the case, he reopened discovery, but again PPL refused to provide discovery in good faith. Judge Buckley refused the complainant's request to compel discovery on 10/31/21. This lack of discovery, which was an impediment at both hearings, is part of the complainant's Exceptions, and PPL should not try to cite as proof of its position the very order which is in question.

Re: PPL's Opposition ("Answer") to the complainant's Amended Exceptions and Motion for Reconsideration.

Argument 6. PPL's so-called "Answer" falsely claims that the Amended Exceptions will create delay.

After filing the initial Exceptions on July 5, 2022 the complainant almost immediately moved for leave to correct typos and to clarify his initial set of

Exceptions. Contrary to PPL, the Amended Exceptions enhance readability and clarity and thus will facilitate or even expedite the Commissioners' decision on the Exceptions. The two versions of the Exceptions are closely related, one being a revision of the other, and have the same prayer for relief. PPL's claim about delay suggests retreat to boilerplate objection as opposed to advancement of valid argument.

The only complication of the Amended Exceptions does not owe to the complainant, but rather to the Secretary's unwarranted rejection and striking of this document under the belief that the complainant should wait until the final judgment to file new exceptions. In fact, the "new" exceptions relate to the Secretary's interference with the appellate process, whereby the Commissioners are denied the full record in this case and given only a censured version of it expected to encourage a pro-PPL judgment. However, the Commissioners, not the Secretary, should decide the appeal, including the scope and admissibility of the record. A hard case to make is that a properly filed document that clarifies the dispute and which improves readability constitutes any type of transgression by the complainant.

No disrespect is intended, but the striking of the Amended Exceptions by the Secretary is similar to decisions by Judge Buckley. By denying the complainant an opportunity to be heard, Judge Buckley, like the Secretary, impermissibly has

curtailed the record in favor of PPL, while trying to paint the complainant as proceeding improperly. The complainant, in contrast, believes that the entire record, including stricken documents, should be available to the Commissioners for review. An important part of his appeal centers on this arbitrary, capricious restriction of evidence and argument in prejudice of the complainant. The result is not so different from George Orwell's *1984*, where "Every record has been destroyed or falsified, every book rewritten, every picture has been repainted, every statue and street building has been renamed, every date has been altered. History has stopped." Another analogy is Nazi burning of books.

PPL may have the advantage of recognition as an incumbent utility, but both parties to this dispute should be treated equally. They have not been. The complainant cannot even get attention from Judge Buckley or the Secretary for corrections of the 3/10/22 transcript which the complainant submitted on 5/2/22, well before the 6/15/22 dismissal of this case. Obviously, this corrigenda should have been decided before the case was dismissed.

Argument 7. PPL's argument about expense is specious.

First of all, it should be noted that this case derives from PPL's misconduct which has cost the complainant untold opportunity costs, out-of-pocket expenses, and grief. PPL's misconduct includes failure to keep its commitments to PUC about notifying homeowners of intended work, acting as though (in the absence of

any court ruling) it has eminent domain throughout its service areas, invasion of private property without first securing a right-of-way, poisoning wells and waterways in the runoff of herbicides used for vegetation management, and butchering the complainant's trees. The complainant merely is trying to defend himself and his property against a Boston-based, billion dollar company which has a long history of alienating Pennsylvania residents, as well as local, state, and federal agencies.[6]

PPL could save far more than the litigation costs of this dispute by burying is wiring underground, as 52 Pa. Code § 57.84 requires for new construction. PPL then could spare itself the annual cost of vegetation management, emergency repair during severe weather, and criticism from customers about unsightly "aerial trash." For comparison, PG&E in California is placing 10,000 miles of its wiring

[6] See https://www.puc.pa.gov/search/document-search/?DocketNumber=&ReferenceDocketNumber=&eFilingConfirmationNumber=&CaseType=Formal+Complaint&PublicMeetingFromDate=&PublicMeetingToDate=&DocumentReceivedFromDate=&DocumentReceivedToDate=&DocumentServedFromDate=&DocumentServedToDate=&DocumentTitle=&DocumentType=11717473&UtilityCode=&UtilityName=ppl+electric&UtilityType=2842707&ufprt=16BF055DE744AF479E18AA2D8A23DC11DEB4871A9847982088D72480B231ADD74B78D1E8FA07AAE922EF6D0EAA93484276C41B01F8CD1C402D5881F961B4BC392FE4C6993F4ED1F0F324A148A7BEAB8050008D1D99C77C54F32F622822AE3D29DCED755D0C73CBCD5474843AD505E4EEFCDEAAFCAC3C366540297DCCC5B95F29968A01A7F6ECC8FC829CF7C02526968540B9118F962C6BA17566008115B87CE345F823EFA02671DDFB03B33EAD5620D0E30233A24958FD3F8841E9B9D306F2AA&page=1#search-results; https://www.bbb.org/us/pa/allentown/profile/electric-companies/ppl-corporation-0241-50006555/complaints; and https://www.google.com/search?client=firefox-b-1-d&q=ppl+electric+lawsuits. A synopsis also is found in the complainant's Memorandum, Dated Oct. 5, 2020.

underground to mitigate fires from fallen wires.[7] A NARUC panel on Smart Vegetation Management in 12/16/21 cited the former Executive Director of California Public Utilities Commission for the finding that vegetation management, exceeding $100 million annually, "is frequently the single largest line item in annual operating budgets" for many large utilities.[8] A savings every year in the vicinity of $100 million would allow for considerable burying of existing wiring. But since PPL in this way has been unwilling to invest in Pennsylvania, the Commission, employing its power to void contracts, could place PPL's service area up for auction. FTC auctions of airwaves bring in billions of dollars, and an auction of PPL's territory could add millions of dollars to the PA Department of Revenue while securing, as a condition of the auction, underground wiring everywhere that PPL prefers to destroy foliage.

PPL often is in court and has only itself to blame for misguided policies and failure to train its contractors properly. However, PPL, in its Opposition ("Answer") to the Amended Exceptions, already has declined an opportunity to question the complainant's Amended Exceptions in any depth; likely PPL has nothing material to say about them anyway. Already, PPL's implication that typos

[7] See *The Wall Street Journal* article from July 22, 2021, found at https://www.wsj.com/articles/pg-e-in-reversal-to-bury-power-lines-in-fire-prone-areas-11626905920.

[8] This program, which included a PPL panelist, is searchable at https://pubs.naruc.org/resources/library.

should not be corrected or that enhanced readability is not helpful for the Commissioners is foolish. What PPL really is implying is that it is better-off to the extent that the complainant is worse off. But that is not a factor that should determine whether emendations are desirable for a just ruling in this case.

Conclusion

PPL's delayed response to the complainant's Exceptions is another hack job by PPL which evades the actual issues in dispute. PPL is entitled to defend itself, but not to mislead PUC on the basis on distorted and fabricated facts.

The Amended Exceptions are an important stone in the mosaic which the Commissioners are reviewing, and there is no reason to deny them relevant information.

Dated: Lancaster, PA
Aug. 1, 2022

Respectfully submitted,

/S/

Lawrence Kingsley, *Pro Se*
2161 W. Ridge Dr.
Lancaster, PA 17603
646-453-2226

Certificate of Service

I hereby certify that on Aug. 1, 2022 I emailed a true copy of the forgoing Motion for Leave to Amend Exceptions 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/

_____

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BEFORE THE PENNSYLVANIA
PUBLIC UTILITY COMMISSION

DOCKET No. C-2020-3019763

Lawrence Kingsley,
Complainant

v.

PPL Electric Utilities,
Respondent

AMENDED EXCEPTIONS OF LAWRENCE KINGSLEY, COMPLAINANT

Overview

Pursuant to 52 Pa. Code § 5.533, the complainant Lawrence Kingsley takes exceptions to dismissal of his formal complaint, entered on June 15, 2022. For the reasons stated below, he believes that this judgment not only was contrary to the evidence, but procured through egregious violations of PUC rules and standards of Pennsylvania jurisprudence.

The complainant's pleadings give the full context of each exception. Accordingly, the following exceptions will summarize only leading examples of this material. Short quotes are taken from some of these pleadings, but there is no attempt to paraphrase entire documents.

Nature of the Case

On March 19, 2020 the complainant filed an informal complaint (BCS Case Number 3682784) against PPL Electric Utilities ("PPL"). He alleged excessive vegetation management by PPL, which was really mismanagement—namely, "butchering" of trees on his private property, where PPL deemed the trees too close to its wiring. The trees still have not recovered from this assault on them.

The parties resolved this informal complaint when PPL agreed to notify the complainant in advance of any future work, but PPL never did so. Prior to filing the formal complaint which concerns us, the complainant found unannounced PPL contractors on his property ready to "whack" his trees again. These contractors answer only to PPL. They are paid by the job and wish to move rapidly through a neighborhood with least cost to themselves. Having to notify homeowners and obtain consent for intended work is not in the contractor's financial interest. Longtime residents of the complainant's neighborhood report that PPL or its agents have never contacted them about intended tree trimming.

Since there was no "teeth" in the parties' 2020 settlement—PPL and contractors could do as they please without penalty—the complainant thus sought to strengthen the prior agreement through the formal complaint now in question. Although ideally all wiring should be placed underground, as 52 Pa. Code §57.84 requires for new construction, he recognizes that PPL is reluctant to invest in the

future of Pennsylvania in this respect,[1] and he has made clear that he merely seeks verifiable, realistic (e.g., three week) advance notice of non-emergency vegetation management planned by PPL on his property. PPL should give him time to contest excessive tree work with the aid of photographs and expert testimony, whether in dialog with PPL, through PUC, or a temporary injunction. PPL in contrast wants complete freedom to wreck havoc on private property.

Independent of this complaint, PPL has committed to notification of vegetation management in two documents, but hypocritically never adhered to these commitments. One document is PPL's Document LA-79827-8 filed with PUC and 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." A second document where PPL acknowledges need to notify customers is found in PPL's "Distribution and 69 kV Vegetation Management Specification," which states: "Verbal notification of the intent to prune trees is required with all

[1] Underground wiring would remove the danger of fire and electrocution from fallen wires and outages during storms, while removing aerial clutter that spoils the landscape. PPL's entire service area should be retrofitted, just as Pacific Gas and Electric in California is placing 10,000 miles of wiring underground to prevent forest fires from downed wires. (See: *The Wall Street Journal* article from July 22, 2021, found at https://www.wsj.com/articles/pg-e-in-reversal-to-bury-power-lines-in-fire-prone-areas-11626905920). PPL thereby could save the annual cost of vegetation management and the litigation cost of unwise policies, but also earn revenue by burying fiber optic cables with its wiring. Fiber optic is considered the ideal solution for the "last mile" to homes in our increasingly networked, Internet-dependent world.

customers involved."

Inasmuch as the dismissal of the formal complaint replaces the previous judgment, the complainant is now worse off for bringing the new complaint, than he was after the informal complaint. To no avail, he asked Judge Buckley to incorporate the previous ruling in his decision—it at least was a start—but Judge Buckly spurned him.

Hundreds of complaints filed with PUC and the Better Business Bureau show that the complainant is hardly the only Pennsylvania homeowner upset with PPL.[2] Without warrant PPL acts as though it has eminent domain throughout its service area and is entitled to invade private property, remove trees or amputate tree limbs, and poison wells and waterways in the runoff of herbicide applied liberally wherever PPL wishes. If PPL believes that PUC has licensed it to run amuck at will, either PPL is exceeding its authority or PUC has placed blind loyalty to a Boston-based company ahead of property rights in Pennsylvania. PPL is owned by 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

[2] See complaints on PUC's own Website and Exhibits appended to the complainant's Amended Complaint.

Kentucky and generates electricity from power plants in Kentucky."[3] PPL is known for hard knuckle, cost saving tactics in opposition to the will of the communities in which it operates.[4]

Judge Buckley appears to have decided that "whatever is is right" and that fault should be found with the complainant merely for questioning an incumbent utility company. The complainant's attempt to state the truth was thus portrayed as "invective" against PPL which the court must have considered its mission to defend. The upshot was a series of prejudicial rulings inconsistent with the facts and the Public Utility Code.

Inappropriately, Judge Buckley refused to compel discovery and rejected such pleadings as the complaint's Preliminary Objections to PPL's Answer, Reply to PPL's Answer, Motion for Declaratory Judgment, pre-trial Memorandum (which the judge inaccurately considered a post-trial brief), several Motions for Reconsideration, letters attempting to set the record straight, and the parties' Joint Motion for Continuance. He also terminated germane trial testimony by the complainant. The result was to deny the complainant significant evidence and, by repetitive assaults, to serve him up wounded and unfairly besmirched for slaughter. It is shocking that the judge not only denied properly filed motions and

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

[4] See complainant's Memorandum dated Oct. 5, 2020.

memoranda, but struck a number of them from the record. We have to wonder if he was trying to suppress dissent or also trying to deny the complainant an appellate record.

Throughout this case the judge rarely misses an opportunity to take a swipe at the complainant while turning a blind eye to PPL's misdeeds. Not only in the Initial Decision, but in prior rulings the judge acts less as a trier of fact than as a protector of PPL. Prejudicial rulings against the complainant seem to come from overly friendly disposition toward PPL, but also can arise from misunderstanding of facts. For example, in the Nov. 12, 2021 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 the complainant twice noted, no mediation was involved in the informal complaint.

Specific Exceptions

1. <u>There is a stunning lack of evidence for the judgment in question. Under Pennsylvania jurisprudence, in comparison, all assertions in the complaint are taken as true unless the defendant can come forward with clear and convincing evidence to the contrary. PPL has not done so.</u>

Pennsylvania and U.S. Courts are uniformly agreed that "the Court will take Plaintiff's statements of fact as true, unless contradicted in the record." (*Covington*

v. Hamilton Twp. Bd. of Educ, Civ. No 08-3639 (FLW) (D.N.J. Jun. 15, 2015). See also: *Bykowski v. Chesed, Co.,* 625 A.2d 1256 (Pa. Super. Ct. 1993) ("All averments of fact properly pleaded in the adverse party's pleadings must be taken as true, or as admitted, unless their falsity is apparent from the record"; *Holiday v. Bally's Park Place, Inc.,* Civ. A. No. 06-4588, 2007 WL 2600877, E.D. Pa. Sept. 10, 2007 ("The court must generally accept as true the allegations in the complaint, unless they are contradicted by defendant's affidavits"); and *Bell Atlantic Corp. v. Twombly***,** 550 U.S. 544 (2007) (U.S. Supreme Court made clear that a court at the motion-to-dismiss stage is to consider not just "whether the factual allegations are probably true. We made it clear, on the contrary, that a *court must take* the allegations as true").

PPL was unable to proffer any credible evidence in support of its defense—no photographs, no affidavits, and no depositions. None of PPL's witnesses had firsthand knowledge of the disputed facts and thus were unable to offer credible rebuttal to the complainant's principal contentions, namely that:

A. PPL breached § 1501 of the Public Utilities Code because its vegetation management on the complainant's property was neither safe nor reasonable, but instead excessive.

B. PPL breached § 1502 of this Code, 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 the pecuniary interests of PPL's Boston owners over the property rights of Commonwealth property owners like the complainant.

C. Contrary to § 1501, the notification of intended work was never "adequate . . . safe, and reasonable," but rather missing altogether. A feigned knock of the door (or none at all), surprise visit ("Here we are!"), or any notice that fails to give one adequate time to respond should be considered unreasonable.

D. By refusing to adjust the billing at the complainant's address, PPL has violated the standard for "fair and equitable residential public utility service" within the definition of Title 52 § 56.1.

The judgment at bar ignores the fact that PPL has never produced a document showing a right-of-way on the complainant's property—PPL had no right to trim the complainant's trees if it had no right to be on the property in the first place. The document which PPL pretends to grant a right of way on this property (Exhibit 1) pertains to the township of Martic Forge, which is nowhere near the complainant's property. PPL also acknowledged that no property owner's signature appears on this document, and neither the complainant nor previous owners of the property assigned rights to the property to anyone else. (Transcript at 110,lines 17-25 to 111 at 1-6).

2. At the July 20, 2021 hearing PPL similarly had no credible evidence from its

lone witness and top manager for vegetation management, Tyler Marino.

Mr. Marino testified that he was not employed by PPL when PPL "attacked" the complainant's trees and thus had no personal knowledge of the disputed facts. (Transcript at 100,lines 8-18; 107, lines 23-25). Nor, according to his testimony, did PPL have any computer system installed at the time of the disputed work that could tell him even when the work occurred. (Transcript at 92,lines 8-10). He testified that he could not say whether this work complied with PPL's policies about trimming trees only within 15 feet of PPL's wiring. (Transcript at 108, lines 1-7).

He acknowledged that there was no record that the complainant was ever notified of the intended work. (Transcript at 98,lines 2-16; 105, lines 19-21). Routinely, he said, PPL has no follow-up with the property owner about whether notification ever occurs. (Transcript at 103, lines 221-225, to 104, lines 1-3).

He furthermore testified that PPL lacks any training program for its contractors, whom it misnames "foresters." (Transcript at 104, lines 21-24). Marino has a college degree in forestry, he said, but his contractors at Asplundh are trained only on tree amputation and removal.

Because of his lack of knowledge, whether from computer systems that were not installed, policy decisions of what to track, or late start date of his employment at PPL, Marino supports few of the observations attributed to him in the judge's

Finding of Facts. Paragraphs 8, 13,15-16, and 18 of the Finding of Facts aver mere surmises that are not facts at all, but rather extrapolations from beliefs expressed by Marino or assumptions that he makes in the absence of actual knowledge. Paragraphs 22, 35-36, 38-39, and 41 represent either disputed conclusions of the witnesses or the judge's conclusions drawn from disputed facts.

In ¶ 13 of the Finding of Facts, Marino thus expresses an assumption of when the tree trimming occurred since he was not employed by PPL at the time and had no personal knowledge or records of the "assault" on the complainant's trees.

In ¶14 his inability to find a record of vegetation management in 2017 is not the same as attestation of when the work occurred.

Regarding ¶16, PPL contractors may have responsibility for notifying customers of upcoming work, but Marino stated explicitly, as noted above, that there was no record that the complainant was ever notified of the intended work. That fact qualifies and overshadows implications to the contrary which are overly accommodating to PPL.

Paragraph 18 surmises what is expected of contractors, but Marino cannot attest to actual facts since his computer system for project management was not installed at the time in question, which itself was uncertain for him.

In ¶22 Marino is of no use regarding photographs taken after the cutting, when tree limbs are no longer attached. An adversary, first of all, is not the best

resource for objective information, and normally a witness is not allowed to comment on testimony of another witness. However, we can use common sense that large tree limbs with a saw cut at one end did not fall naturally and that the agents responsible for large tree limbs on the ground are probably contractors who make a business of performing this work for PPL and who were known to be on the property.

Judge Buckley finds Marino credible, but it is a serious logical error to convert suppositions into facts just on faith. Religions thrive on faith, but courts are expected to hew to a different standard.

3. There was similar lack of evidence about billing.

In this bifurcated part of the case the complainant was trying to recover fees that PPL forced him to pay personally on behalf of the former account holder, his deceased fiancée. He is the Administrator (Executor) of her estate, but had no personal liability for obligations of the estate. He lived in New York until the end of Jan. 2020, paying utility bills to ConEdison, and visited the Lancaster property only for routine maintence. PPL, however, would not wait for adjudication of all claims against the estate and threatened to leave the house without power during the dead of winter unless the complainant paid monthly bills for the estate out of his own pocket. Since pipes would freeze without heat from a boiler whose controls and pumps require electricity, the complainant had to pay the estate's

monthly bills himself. PPL has refused to rebill the estate and to collect these sums from the Surrogate's Court in New York, which is similar to our Orphan's Court.

PPL purged records for 22 of the 29 months in dispute and refused to accept an estimate of this billing based on past usage. Accordingly, PPL could not testify about amounts which it received during this period. Somehow, nevertheless, PPL calculated that the complainant paid $1,011.68 on behalf of the estate for the 23 months from Oct. 2015 to August 2017. (Transcript of March 20, 2022 hearing at 157, lines 23-25 to 158, lines 1-2). Payments for another half of a year (29 – 23 months) are not included in this amount, but how PPL was able to calculate payments from purged records was not explained.

The $1,011.68 total, therefore, is low if not a complete conjecture. On the other hand, if $1,011.68 is accurate, we could estimate the 29 month total by a simple ratio: 23 months/ $1,011.68 = 29 months/x = $1,275.60. However, a previous 29 month estimate by this method using data for Jan. 17, 2017 to July 17, 2017 (with approximately 2.5 winter months and 3.5 summer months) gave a different total, $1,946.85. No air conditioning was in use or even installed during either estimate. With interest, not to mention penalties, the $1,946.85 could easily exceed $2,000.

Contrary to the court's implications (e.g., Decision at 19), the complainant is not trying to deny PPL funds that it earned, but only asking that PPL secure them

from the appropriate source, the estate. As Administrator of the estate, the complainant cannot advance one creditor over another. After reimbursing the complainant, PPL therefore should submit claims to the New York Surrogate's Court and await payment like any other creditor.

4. PPL's witness at the second hearing, Kelly Bell, had no personal knowledge of the original account holder's security deposit, which PPL refused to refund.

In keeping with PPL's longstanding policy for new customers, this security deposit would have been collected after the house was built in 1956. Ms. Bell was not employed by PPL then and testified that PPL has no records from this period. In fact, she said, PPL's records only go back two years. (Transcript of March 20, 2022 hearing at 151, lines 24-25). The court, however, relied on PPL's current policies that may allow for waiver of a security deposit, but that were not necessarily the policies in place when the account was originally opened. Ms. Schoener's parents (also deceased) were young then, and each had a limited financial history. Since Ms. Bell was not working at PPL over half a century ago (and for all we know may not have been born yet), she had no personal knowledge of PPL's policies at the time in question.

The fact that neither Ms. Schoener nor the complainant had to pay their own security deposit in no way means that her parents were relieved of the same obligation. Obviously, there would be no reason for Ms. Schoener or the

complainant to surrender a new security deposit if it already was paid. Since Ms. Bell had no records of the account when it was first opened, Judge Buckley has no justification for saying on p. 14 of his Decision that the security deposit "had never been paid." What is important is PPL's general policy over the years, and gaps in the record should not result in PPL's unjust enrichment—retention of the security deposit. PPL, however, has pocketed this amount along with payment for the 29 months of service billed to the deceased account holder.

Even today we can confirm that a new account holder who is unknown to PPL is likely to be asked for a security deposit. If any business could convert customer deposits to its own benefit simply by losing documentation, no one would use a bank. Most businesses have an audit trail for receipts, and PPL's absence of this data, whether fictional or real, is suspicious.

The court's failure to hold PPL to a minimum standard of accountability was abuse of discretion.

Other Errors and Exaggerations in the Decision

5. <u>The language of the Decision is not always clear.</u>

We perhaps should overlook poorly chosen language in the Decision, but the import is unclear when the judge writes at 2: "Complainant went so far as to request that the Commission pre-approve sanctions on PPL in case PPL did not adhere to what Complaint characterized as an informal agreement." This reference

is too vague to answer, but sanctions indeed should be imposed on PPL for other matters like withholding discovery or pleading frivolously.

6. For the record, some of the statements in the Decision need correction.

Contrary to the Decision at 3, it readily can be confirmed that the complainant's Memorandum dated Oct. 5, 2020 is considerably more than a "recital of Complainant's opinion with respect to PPL." This Memorandum puts into perspective PPL's enduring hostility to the Commonwealth's environment, cities, government, and residents, while elaborating on the case at bar. The judge's reflex to "protect" PPL from criticism instead of considering it is, in turn, worthy of note. We might infer that the same partiality has been at work throughout this case.

7. Contrary to the Decision at 6, there was nothing wrong with the complainant's May 26, 2021 submission of his second Amended Complaint.

The Complainant served PPL's counsel before efiling this document with PUC because his certificate of service said he had completed this service. Therefore, there were separate messages with attachments for PPL and Judge Buckley. He must have been expecting a "cc:" to PPL as poof of service; whereas, the affidavit of service confirmed the prior service on PPL. If he had taken the trouble to consult PUC's efile, he would have found eFiling Confirmation Number 2148662 as proof of the complainant's efiling with the Secretary's Bureau in

consonance with the court's May 6, 2021 order. Instead, Judge Buckley assumed lack of filing within the 20 day deadline of the May 6 order and dismissed the case for this reason. While ultimately he rescinded the order when PPL acknowledged service ("As Complainant had at least attempted to comply with my Order of May 6, 2021"), this episode demonstrates the judge's abiding readiness to "pounce" on the complainant even when he is blameless—a foretelling in a sense of the Decision now at bar.

Procedural Errors

As if PPL's lack of evidence and billing irregularities were not enough, Judge Buckley unfairly hamstrung the complainant in a number of ways.

8. The judge was unclear about filing requirements and arbitrarily rejected documents that were properly submitted to PUC.

Without telling the parties at first, the judge decided that documents duly filed with PUC were improperly filed unless also served on him at his personal email address. He thus asked for exhibits to be used at the July 20 hearing without telling the parties that by "exhibits" he really meant copies of previous pleadings. This lack of clarity confused PPL as well. Yet, after documents were resubmitted to the personal email address, Judge Buckley sometimes refused to review them, rejecting them with little or no explanation. These rulings were capricious and arbitrary.

For example, there is no defensible reason why the complainant's Trial Memorandum, which was properly filed with both the judge and PUC, was rejected. Judge Buckley found that this Memorandum "set forth Argument, supported by nothing but the Complainant's opinion, that PPL had acted unlawfully" and failed to include "a single specific reference to statutory or case law." (Decision at 7). However, for the convenience of the court this Memorandum summarized the evidence to date, and normally a Memorandum of Law can be in any form, for any purpose needed. The statutory framework of the case constantly was in the background and did not need to be elaborated to an experienced member of the court. The judge was entitled to disagree with the Memorandum, but striking it suggests impermissible attempt to distort the appellate record, whereby there would be no emphasis of evidence apart from the judge's predetermined decision.

The complainant's Motion for Reconsideration, which also was stricken, would seem a further endeavor of this nature if not infringement of due process.

9. The Decision at 8 casts a slur on the complainant—"failure to comply with my rulings and Orders" and "misrepresentations in this proceeding, which will be discussed below."

Undocumented, these accusations act as unfair libel on the complainant in further evidence of bias. The ensuing Findings of Fact and Discussion are shot full of holes that raise new questions of accuracy and sufficiency. We already have

seen how the judge finds PPL two witnesses credible even when they speak from acknowledged ignorance, as in having no relevant records, computer systems, or relationship to PPL during the period in question. The judge then "Discussed below" a series of observations which are easily disproved.

10. Paragraph ¶8 of the Finding of Facts and the Decision at 17 reference PPL's exhibit alleged to establish a right-of-way on the complainant's property, but, like PPL, the judge fails to show how a grant in Martic Forge, which is near the Susquehanna River, applies to the complainant's property.

This exhibit does not become "an excerpt from a Deed Book relative to the Complainant's property" just by the judge's say-so or mistaken understanding. Without any mention of the complainant's property except in the judge's *obita dict*a, this exhibit is a red herring in terms of establishing a right-of-way on the complainant's property. The exhibit is attached to these Exceptions.

11. Paragraphs 13-14, 16, 18 and the Decision at 16 state as fact what Tyler Marino told the court he was unable to determine.

Here, as elsewhere, the judge shows a willingness to assume the worst about the complainant independently of the actual testimony. As noted above, Mr. Marino was candid about his lack of knowledge, and it is reversible error to perceive in his testimony more than he actually said.

12. Contrary to ¶35 ("PPL cannot maintain an account in the name of a deceased

person"), PPL to this day lists an account in the name of Linda Schoener.

This account appears immediately next to the complainant's account on PPL's Web site. There well could be error by PPL in this regard, just as forcing the complainant to pay for her estate's monthly electricity was erroneous. The complainant's Interrogatory No. 20 asked PPL why Ms. Schoener is still listed, but PPL was evasive and has never returned to this matter.

13. There are a series of other statements in the Decision for which there is no proof.

The assertion that "a security deposit has never been paid" (Decision at 14) is not supported by the evidence. We already have seen how admission that neither the complainant nor Ms. Schoener paid a security deposit has no bearing on whether PPL, in keeping with its usual policy for new customers, collected a security deposit from her parents.

At 16 the judge has no justification for the conclusion that cut limbs are natural ground-fall. Limbs that break naturally from a tree do not have a saw cut at one end, and no one was known to be on the property, especially reaching high into a tree with a saw, except for PPL's contractors. Although these contractors were not photographed in the act of butchering the complainant's trees, courts tend to consider indirect evidence as valid as direct evidence. More probably than not the long, heavy limbs shown in the complainant's photographs result from PPL's

"handiwork."

14. Contrary to the Decision at 17, the link between the cut tree limbs shown in the complainant's photographs and PPL does not come from the photographs themselves but rather from the undisputed fact that PPL authorized its contractors to amputate the complainant's trees.

The complainant avows from his inspection of the property, knowledge of how it was maintained, and interaction with PPL that PPL was responsible for the subject tree-trimming. The photographs merely show the extent of the damage as well the fact that, in the open spaces shown, no additional vegetation management will be needed for many years.

15. Unreasonably, on July 6, 2021, Judge Buckley rejected the complainant's Preliminary Objections to PPL's Answer.

PUC's efiling Confirmation No. 2185808 shows correct, timely filing of the complainant's Preliminary Objections to PPL's Answer, which Judge Buckley said were never filed. Preliminary Objections are a standard tool under 56 Pa. Code § 5.101(e) and should have been allowed either under this category or simply as a Memorandum. The complainant's plea for reconsideration was useless.

Judge Buckley later elaborated in his July 14, 2021 ruling, which rationalizes PPL's evasions and obfuscations as though PPL can do no wrong. This blinking of fault by PPL abdicates the court's duty to enforce Title 66 and hints at the bias

seen elsewhere in this case.

16. Judge Buckley allowed PPL to conduct *ex parte* communication with PUC.

After settlement negotiations failed, PPL produced a report ordered by Chief Justice Charles E. Rainey, Jr. about the parties' settlement negotiations, but PPL refused to serve this report on the complainant. It likely tarnished him, and he should have been given an opportunity to reply to any calumny by PPL. Even now, for these Excepions, the complainant would like to see this report.

Contrary to Judge Buckley, the complainant did not request PUC's internal communication apropos of this report, but only the report itself. This error appears at 2-3 of the Decision and is compounded by the judge's confusion of the complainant's Motion to Strike PPL's unattested hearing exhibits with his request for a copy of the report ordered by Judge Rainey. PPL easily could have laid this matter to rest by complying with its service obligations instead of suggesting, by retaining this report, that it has something to hide. PPL thus was the source of this problem, not the complainant who only wants to see what PPL disclosed during its *ex parte* communication.

17. Unreasonably, the judge allowed PPL to evade discovery three times.

In response to the complainant's Motion to Compel Answers to Interrogatories, the judge wrote on May 6, 2021: "the Motions to Compel lack the specificity required to direct a response from PPL." That was a convenient

generalization to avoid analysis and further discussion. However, most of the Interrogatories are specific as to time and subject matter and should have been compelled. The Commission can see for itself (re: Complainant's Motion to Compel Interrogatory Answers submitted on Nov. 2, 2021) that the discovery requests are sufficiently specific. For example, the complainant asked:

> (Interrogatory 4). 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.
>
> (Interrogatory 7). Please state the professional qualifications and educational background of each individual cited above.
>
> (Interrogatory 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?
>
> (Interrogatory 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?
>
> (Interrogatory 14). [W]hat records show correspondence, phone calls, and email messages notices which PPL sent to or received from the complainant about billing or that included billing during March 1, 2015 to the present?
>
> (Interrogatory 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?
>
> (Interrogatory 20). Why does PPL still list Linda Schoener as an account holder at the complainant's address?

Judge Buckley also allowed PPL to evade production of documents for simple requests like the following and refused to compel them:

> Item 3. Copies of all applications for service or other completed forms required for service at the complainant's address, including original applications for each account paid by the complainant.
>
> Item 7. Exclusive of the instant case and cases filed in any Pennsylvania Court of Common Pleas, copies of all complaints which PPL has received about its vegetation management in Pennsylvania during the last ten years.
>
> Item 10. Records during the last ten years which PPL has submitted to the Pennsylvania Public Utility Commission about the methods and scope of intended vegetation management.
>
> Item 12. If not included above, copies of all instructions or guidelines which PPL issued to contractors who conducted any work at the complainant's property during the last ten years or whom PPL expects to conduct any work at this property in the future.

Conclusion

The collective impact of these various procedural irregularities, especially in conjunction with the unwarranted termination of testimony at trial, was to deny the complainant important evidence. It is as though Judge Buckley reached an early decision to deny the complainant relief and then merely went through the form of a hearing with little of its substance.

The judge's bias in this case is hard to miss. He accepts as fact what PPL witnesses have denied or questioned. He finds witnesses credible who know little or nothing about the time of the tree work, training of PPL's contractors, required notification of the complainant, appearance of the complainant's trees before PPL

attacked them, or PPL's billing practices when service first was provided at the complainant's address.

Throughout the case he found groundless fault with the complainant, but never with PPL, as when PPL's evasive Interrogatory answers violated five rules of discovery.[5] Despite the prominence of PPL in Pennsylvania, fundamental fairness requires all parties to be treated equally. That was not the upshot of the foregoing discussion. The dismissal should be vacated because the complainant never received a fair hearing.

For a fresh start free of any taint of bias this case should be assigned to a new judge—ideally a special master outside the immediate influence of the administrative judges whom Judge Buckley invited to observe the two hearings in this case.

Dated: Lancaster, PA
July 8, 2022

Respectfully submitted,

/S/

Lawrence Kingsley, *Pro Se*
2161 W. Ridge Dr.
Lancaster, PA 17603
646-453-2226

[5] See the complainant's Amended Motion for Reconsideration and for Adverse Presumption, filed on Feb. 1, 2022.

Certificate of Service

I hereby certify that on July 8, 2022 I emailed a true copy of my Exceptions to The Hon. Dennis J. Buckley and 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, *Pro Se*
2161 W. Ridge Dr.
Lancaster, PA 17603
646-453-2226

EXHIBIT 1:
Copy of Alleged Right-of-Way
(Provided and paginated by PPL)

I HEREBY CERTIFY that the precise residence of the within grantees is R.D. #1, New Holland (East Earl Township), Lancaster County, Pa. K. L. Shirk, Jr., Attorney

Recorded January 13, 1950. Frank S. Spence Recorder.

* *

931 C. R. CARRINGTON, ET. UX. TO PENNA. POWER & LIGHT CO.

MT. NEBO - MARTIC FORGE CONVERSION: RECEIVED OF PENNSYLVANIA POWER & LIGHT COMPANY the sum of One Hundred Dollars ($100.00) as compensation for trees which have been cut down bysaid Company on the property hereinafter described and in consideration of which payment we do hereby release, quitclaim and discharge the said PENNSYLVANIA POWER & LIGHT COMPANY of and from any and all rights, agreements, claims and demands whatsoever in law or in equity or otherwise howsoever, which against the said Company we ever had, now have or which we, our heirs, executors, administrators, beneficiaries or assigns hereafter can, shall or may have by reason of any and all damages, losses or injury resulting from the cutting down of said trees on theproperty which we own or in which we have any interest along Township Road T-432 at Martic Forge, in the Township of Martic, County of Lancaster, Commonwealth of Pennsylvania, incidental to the construction by said Company of its electric line along said road.

AND, further, in consideration of the said payment we do hereby grant unto said Company, its successors, assigns and lessees, the right, privilege and authority to maintain, operate, and from time to time to reconstruct the said electric line, including such poles, wires, cables, guys, stub poles, fixtures and apparatus as may be from time to time necessary for the convenient transaction of the business of the said Company, its successors, assigns and lessees, upon, across, over and along the said property in the Township of Martic, County of Lancaster, Commonwealth of Pennsylvania; and along the roads, streets or highways, adjoining the said property, including the right of ingress and egress to and from the said lines at all times for any of the purposes aforesaid; also the right to cut down, trim, remove and to keep cut down and trimmed any and all trees, brush or undergrowth on said premises which, in the judgment of the said Company, may at any time interfere with the reconstruction, maintenance or operation of the said electric line, poles, wires, cables, guys, stub poles, fixtures and apparatus, or menace the same; and also the right to permit the attachments of wires and cables of any other person or company to said poles. Any poles or facilities erected hereunder may, without the payment of further consideration, be relocated to conform tonew or relocated highway limits. WITNESS our hands and seals this 9th day of February, 1950.

Signed, Sealed and Delivered in the presence of: C. R. Carrington (SEAL)

John M. Bair Bertha C. Carrington (SEAL)

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF LANCASTER, SS: On this 9th day of February 1950, before me, a Notary Public for the Commonwealth aforesaid, commissioned for and residing in the City of Lancaster, County of Lancaster came the above named C.R. Carrington and Bertha C. Carrington, and acknowledged the foregoing instrument to be their act and deed, and desired the same to be recorded as such. WITNESS my hand and Notarial seal the day and year aforesaid.

My Commission Expires Jan. 7, 1951. John M. Bair, Notary Public (N.P.SEAL)

Recorded February 23, 1950. Frank S. Spence Recorder.

* *

932 HARRIET R. CALDWELL, ET. AL. TO PENNA. POWER & LIGHT CO.

KNOW ALL MEN BY THESE PRESENTS, That we HARRIET R. CALDWELL & OWEN B. CALDWELL, her husband, RAYMOND P. CALDWELL & MILDRED H. CALDWELL, his wife, ABRAM D. MELLINGER & GLADYS I.MELLINGER, his wife & VINCENT W. NOLT & HELEN NOLT, his wife, in consideration of the sum of One Dollar ($1.00) to us paid at the date hereof by PENNSYLVANIA POWER & LIGHT COMPANY, the receipt whereof is hereby acknowledged, do hereby grant

unto the said Company, its successors, assigns and lessees, the right, privilege and authority to construct, reconstruct, maintain and operate its electric lines, including poles, wires, guys, stub poles, fixtures and apparatus upon, across, over, under and along property which we own or in which we have any interest, located in the Township of Manor, County of Lancaster, State of Pennsylvania, and upon, across, over,under and along the roads, streets or highways adjoining the said property, as shown on plan hereto attached and made a part hereof including the right of ingress and egress to and from the said lines at all times for any purposes aforesaid; also the right to cut down, trim and remove and keep cut down and trimmed any and all trees, brush or other undergrowth on said premises which, in the judgment of the said Company, may at any time hereafter with the construction, reconstruction, maintenance or operation of said lines, poles, wires, guys, stub poles, fixtures and apparatus, or menace the same.

Any poles or other facilities constructed hereunder may, without the payment of further consideration, be relocated on said property to conform to new or relocated highway limits.

PENNSYLVANIA POWER & LIGHT COMPANY may permit THE BELL TELEPHONE COMPANY OF PENNSYLVANIA, its successors and assigns, and others to attach to and use any or all of the poles owned by the said Company located on said property known as West Ridge Development.

PENNSYLVANIA POWER & LIGHT COMPANY may attach to and use any or all of the poles erected and owned by THE BELL TELEPHONE COMPANY OF PENNSYLVANIA and others on said property known as West Ridge Development, provided, however, that said Company first secures the necessary permission from THE BELL TELEPHONE COMPANY OF PENNSYLVANIA and others tomake such attachments on its poles. WITNESS our hands and seals this 30 day of January, 1950.

Signed, Sealed and Delivered in the presence of:
John K. Shenk, Anna Booth

Harriet R. Caldwell
Owen B. Caldwell (SEAL)
Raymond F. Caldwell (SEAL)
Abram D. Mellinger
Vincent W. Nolt
Helen S.Nolt
Gladys I. Mellinger
Mildred H.Caldwell

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF LANCASTER, SS: On this 30 day of January, 1950, before me, a Notary Public for the Commonwealth aforesaid, commissioned for and residing in the City of Lancaster, County of Lancaster came the above named Harriet R. Caldwell & Owen B. Caldwell, Raymond F. Caldwell & Mildred H. Caldwell, Abram D. Mellinger & Gladys I.Mellinger, Vincent W. Nolt & Helen S. Nolt and acknowledged the foregoing instrument to be their act and deed, and desired the same to be recorded as such. WITNESS my hand and Notarial seal the day and year afore said.

My Commission Expires 1/18/51.

John K. Shenk, Notary Public (N.P.SEAL)
Lancaster, Pa.

Recorded February 23, 1950. Recorder.

* *

224 JOHN B. WITMER, ET. UX. TO ELI DOUTRICH

THIS INDENTURE, Made the first day of April, in the year of our Lord one thousand eight hundred and eighty-six BETWEEN JOHN B. WITMER and SARAH, his wife, of the Borough of Elizabethtown, in the County of Lancaster and State of Pennsylvania, of the first part and ELI DOUTRICH, of said Borough of the other part,

WITNESSETH, That the said John B. Witmer and Sarah his wife for and in consideration of the sum of Three Hundred and Twenty Five Dollars lawful money of the United States of America, unto them well and truly paid by the said Eli Doutrich at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents, do grant, bargain, sell, alien, enfeoff, release and confirm unto the said Eli Doutrich, his heirs and assigns,

BEFORE THE PENNSYLVANIA
PUBLIC UTILITY COMMISSION

DOCKET No. C-2020-3019763

Lawrence Kingsley,
Complainant

v.

PPL Electric Utilities,
Respondent

COMPLAINANT'S MEMORANDUM, DATED OCTOBER 5, 2020 (EXCERPT)

Overview

On 5/11/20 I filed a formal complaint against PPL Electric Utilities ("PPL") which sought to protect my property from overly aggressive cutting or removal of trees by PPL . . . [including] felling trees, hacking off tree limbs, or poisoning vegetation—as well as ground water—anywhere that PPL wants priority for electrical wiring.[1]

[1] PUC recognizes that PPL's practices are controversial.[1] See: https://www.expertlaw.com/forums/showthread.php?t=102818.

PPL has never obtained an easement on my property for so-called "vegetation management," which is really mismanagement when the tree trimming is neither authorized nor proportionate. My trees have yet to recover from PPL's "butchering" of them five years ago. My trees cannot withstand additional stress, such as losing major limbs to indifferent chainsaw workers.

Routinely, PPL places its commercial interests above the property rights of its customers. PPL should be held not only to a reasonable standard of fair play, but to its own commitments.

Every Pennsylvanian who values trees and clean drinking water is at risk just as I am, and PUC should protect Commonwealth residents against a Boston-based company with a poor environmental and safety record.[2] . . .

ARGUMENT

PPL does not try to defend the fact that it has a history of descending on neighborhoods and cutting trees and tree limbs without warning.

In Schuylkill County, for example, a woman came home from work and found out that PPL had cut down 20-30 trees on her property without notifying her. As a lover of nature, she was devastated. Her trees were not even endangering PPL lines since there were none: PPL destroyed her trees so as to string new lines to a neighboring house. PPL claims to have knocked once before destroying the 20-30

[2] PPL's ownership and hostility to responsible environmental policies are explained below.

trees, but finding no one at home, felt entitled to proceed with no further notice (if there was any in the first place).[3] PPL might as well be operating under a no-knock warrant used in drug raids. There a warrant may be signed, but served on blameless residents, as when Breonna Taylor of Louisville, KY was killed in her own home.[4] It is this kind of ruthless swooping down on unsuspecting, possibly absent property owners that PPL is placing at risk, for once trees or tree limbs are felled, it is too late to object.

In no way does my complaint attempt to limit PPL's options for reliable electrical service. I simply ask for due process, including notification of customers like me of the timing and scope of work which PPL intends. This notification should be verifiable, not just a knock on the door—or none at all—when no one is home. Before PPL's contractors proceed, I ask for an opportunity to question work which seems excessive, and if necessary, reasonable time—for example, three weeks—to contest particulars of this work either through PUC or a temporary

[3] See https://www.wnep.com/article/news/local/schuylkill-county/property-owner-upset-after-trees-cut-down-with-no-notice/523-4bfaa223-79a9-4a43-a2db-584a0ea23fb2. or cases like *George D. Keller Memorial Association v. PPL Electric Utilities Corporation* (PUC Case. No. C-2016-2568272).

[4] Charles Roehm in Manheim reported: "When PPL has work to do on your property, its employees don't contact you beforehand to tell you why they are there. This inconsiderate action happened several times to me when PPL was trimming trees and recently when it was replacing telephone poles. . . When I called about the project, I asked them why they never contacted us before they started their work. Their answer was that they have the 'right of way' and they did not have to contact anyone." See "Public utility is inconsiderate," https://lancasteronline.com/opinion/letters_to_editor/public-utility-is-inconsiderate-letter/article_24267842-a975-11e9-90b3-33dfe20d514e.html.

injunction. This procedure is advisable because the loyalty of PPL's contractors is to PPL, not to the property owner. Tree trimming and removal are a highly competitive business in Pennsylvania with few barriers to entry, and PPL's contractors will go to great lengths to retain PPL's business.[5] These contractors thus have a tendency to err on the side of excess. PPL calls them "foresters," but the typical worker was never trained in anything except the use of a chainsaw. PPL may have one or more mid-managers who understand forestry, but they are not known for joining chainsaw contractors at each job site.

My complaint is only about preventative maintenance when wiring is intact, and it would be easy to carve out exceptions under other conditions—for example, emergencies or maintenance in rural areas where the nearest homeowner may be thousands of feet away from high voltage trunk lines. If there are ever frivolous complaints, the filer can be sanctioned. However, PPL's aversion to simple notification requirements and due process shows that PPL wants freedom for its contractors to invade anyone's private property and "amputate" trees at will. Answering only to itself, PPL also wants freedom to poison vegetation (along with wells).

[5] Through the doctrine of *respondeat superior*, there is no practical difference between PPL and its contractors—I include both by "PPL."

PPL's Hostility to Pennsylvania

PPL would seem to care less about its Pennsylvania customers, than about profits for its corporate parent in Massachusetts. Public Partnerships, LLC, abbreviated "PPL," is a subsidiary of PCG Partnerships. PCG is incorporated in Delaware, but has its principal offices in the financial district of Boston at 40 Broad Street. "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."[6] PPL is known for hard knuckle, cost-saving tactics in opposition to the will of the communities in which it operates.[7] In *PPL Elec. Utilities Corp. v. City of Lancaster,* 125 A.3d 837 (Pa. Cmmw. Ct. 2015) PPL denied the City of Lancaster the standard practice of "overbuilding" utility wires with additional networking designed to manage the city's traffic lights.[8] In *PECO Energy v. Township of Upper Dublin*, 922 A.2d 996, Pa. Commw. Ct. (2007), PPL overrode a municipality's interest in preserving shade trees.

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

[7] PPL nonetheless engages in token PR activities. This year PPL thus awarded seven high school students $2,000 scholarships as Future Environmental Leaders. This $14,000 cost represents a 0.000000018 plus chunk of the $7.77 billion revenue earned by PPL's parent company in 2019.

[8] Justices Bernard L. McGinley and Bonnie Brigance Leadbetter dissented from this decision.

PPL stonewalled Pennsylvania 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.[9]

EPA stopped PPL's majority-owned Talen Energy from expanding its Brunner Island plant in York Country and fined the company $1 million dollars for polluting the Susquehanna River.[10] Later, Talen claimed that "PPL fraudulently transferred money from its sale of 11 hydroelectric dams in Montana to add to its own profits, then spun-off liabilities of worker pension funding and environmental cleanup costs at Colstrip [the local Montana facility] to Talen."[11]

In Manheim, PA a woman with Parkinson's Disease failed to pay PPL's late fee. PPL shut off her service, and 17 hours later her house burned down, killing her. PUC fined PPL $50.000 for failing to inform her of her rights and mishandling the billing. PPL also had to pay an additional $400,000 to charity to settle PUC's allegations.[12]

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[9] See https://www.patreasury.gov/newsroom/archive/2019/05-10-Ppl-Corporation.html.

[10] See https://lancasteronline.com/news/local/earl-twp-sewage-plant-upgrade-brunner-island-power-plant-cooling-water-discharge-permits-held-up/article_53e23552-0def-11e4-bece-0017a43b2370.html.

[11] See https://www.mtpr.org/post/legal-fight-continues-over-colstrip-pension-cleanup-costs.

[12] See https://lancasteronline.com/news/ppl-pays-settlement-in-shut-off/article_8d8669ef-c15a-56d2-8725-036ad87c54d0.html.

The Millersville, PA wife of a utility worker accused PPL of negligence in the wrongful death of her husband, who was killed in gas explosion. The widow accused PPL of failure to have a proper policy "for expeditiously shutting off electricity during a known, significant gas leak with explosive levels."[13]

Amtrak had to sue PPL over a Lancaster Country electrical substation needed for the railroad. Amtrak offered compensation which PPL refused.[14]

PPL-owned land is the site of a pipeline cutting through an Indian burial ground and scenic areas where eight protesters were arrested for trying to block this pipeline.[15]

Elsewhere, PPL and its subsidiaries spend millions of dollars combatting EPA over carbon pollution standards,[16] and in Pennsylvania PPL has adopted other environmentally unfriendly policies. The PA DEP had to sue a PPL power plant

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[13] See https://www.prnewswire.com/news-releases/wrongful-death-lawsuit-filed-against-honeywell-and-others-in-pennsylvania-home-explosion-300743959.html.

[14] See https://www.docketbird.com/court-documents/National-Railroad-Passenger-Corporation-v-4-0446-Acres-More-or-Less-of-Land-and-Fixtures-et-al/MEMORANDUM-SIGNED-BY-HONORABLE-JEFFREY-L-SCHMEHL-ON-3-6-19-3-6-19-ENTERED-AND-COPIES-E-MAILED/paed-5:2017-cv-01752-00061.

[15] See https://lancasteronline.com/news/local/8-pipeline-protesters-plead-guilty-to-trespassing-are-fined-100-each/article_ee818eb4-ad36-11e4-acc4-ab06d4a06fe2.html.

[16] See *https://www.nrdc.org › sites › default › files › Price-of-Pollution-Politics-PPL.*

over a toxic waste spill that caused pollution in Northampton County.[17] In 2010 PPL sued the National Park Service, seeking the right to cut trees in the Delaware Water Gap and Appalachian Trail.[18]

Merely since Feb.15, 2018, there are 35 pages on PUC's Website, each with multiple complaints about PPL regarding issues like funny billing, overcharges, and disputed "vegetation management." . . .

Legal Factors

Unlike other cases where PPL prevailed, my complaint is not limited by any easement or right of way deeded to PPL.

Unlike the *Peco* and *Lancaster* cases, where there was an attempt to usurp PUC's authority by municipalities, this complaint asks PUC to exercise its inherent authority to regulate PPL in a reasonable fashion.

Even when allowed, PPL's so-called "vegetation management must be performed in a safe, adequate, reasonable . . . manner" according to *Popowsky v. Pa. P.U.C.*, 653 A.2d 1385 (Pa. Cmwlth 1985). However, excessive, unannounced cutting of trees is neither safe nor reasonable for anyone except PPL.

[17] See https://www.waterworld.com/environmental/article/16214552/court-upholds-penn-deps-15m-fine-against-ppl.

[18] See https://m.citizensvoice.com/news/business/ppl-sues-seeking-to-trim-lines-in-delaware-water-gap/article_7643ea36-31b3-5bec-ab02-4368dbeebf4e.html; https://www.prnewswire.com/news-releases/susquehanna-roseland-line-receives-final-federal-approval-172279901.html.

This case is distinguished from *Carl R. Nolan v. PPL Electric Utilities Corporation*, PUC Docket No. C-2018-2640728, because I am not asking PUC to regulate the use of herbicides (as to their type, certification, and toxicity): I am asking PUC to regulate PPL re: procedural due process (e.g., notification of homeowners about intended "vegetation management") and substantive due process, whereby Pennsylvania homeowners are being deprived of their assets without due compensation or a hearing.

Contrary to PPL, PUC has absolute authority under 66 Pa. C.S. § 508 not only to supervise public utilities, but to vary, reform, and revise contracts or any other aspect of the public welfare which PPL threatens:

> The commission shall have power and authority to vary, reform, or revise, upon a fair, reasonable, and equitable basis, any obligations, terms, or conditions of any contract heretofore or hereafter entered into between any public utility and any person, corporation, or municipal corporation, which embrace or concern a public right, benefit, privilege, duty, or franchise, or the grant thereof, or are otherwise affected or concerned with the public interest and the general well-being of this Commonwealth. Whenever the commission shall determine, after reasonable notice and hearing, upon its own motion or upon complaint, that any such obligations, terms, or conditions are unjust, unreasonable, inequitable, or otherwise contrary or adverse to the public interest and the general well-being of this Commonwealth, the commission shall determine and prescribe, by findings and order, the just, reasonable, and equitable obligations, terms, and conditions of such contract. Such contract, as modified by the order of the commission, shall become effective 30 days after service of such order upon the parties to such contract.

See also: P.A. Acts 2019-118 § 2103:

> The commission shall have continuing supervisory control over the terms and conditions of contracts and arrangements as described in section 2102 (relating to approval of contracts with affiliated interests) so far as necessary to protect and promote the public interest. The commission shall have the same jurisdiction over the modifications or amendment of contracts or arrangements as it has over such original contracts and arrangements.

Clearly, protecting Pennsylvania property rights is within the scope of PUC's oversight and the economic well-being of Pennsylvanians.

Regardless of current policies, PPL's assumption that it can invade private property on a whim is contrary to Article 1 § 1 of Pennsylvania's Constitution. Article 1 § 1 recognizes as "inherent and indefeasible rights . . . acquiring, possessing and protecting property" and pursuing one's happiness. Article 1 § 9 grants citizens security in their houses "and possessions from unreasonable searches and seizures." Article 1 § 11 guarantees "due course of law" in legal proceedings, which are wholly absent when PPL inflicts devastating damage on property without warning or compensation.

"The rights afforded under Article I, Section 1 of the Pennsylvania Constitution are generally coextensive with the federal due process clause of the 14th Amendment of the United States Constitution, which provides no state shall

deprive any person of life, liberty, or property, without due process of law."[19] As our Supreme Court held, "[t]he requirements of Article I, Section 1 of the Pennsylvania Constitution are not distinguishable from those of the 14th Amendment . . . [and courts] may apply the same analysis to both claims."[20]

"While state and federal rights in Pennsylvania are substantially coextensive, Pennsylvania due process rights are more expansive in that, unlike under the Fourteenth Amendment, a violation of due process occurs, even if no prejudice is shown, when the same entity or individual participates in both the prosecutorial and adjudicatory aspects of a proceeding." *Stone & Edwards Ins. Agency v. Dep't of Ins.*, 636 A.2d 293, 297 (Pa. Cmwlth. 1994). PPL's arrogation to itself of the right to decide which homeowner's trees are to be sacrificed, while PPL agents wield the actual chainsaws, implicates this ruling. Also see *R. v. Dep't of Public Welfare*, 636 A.2d 142.

However, I exclude federal claims from this complaint because adequate relief can be granted under Pennsylvania laws—namely, the statutory powers of PUC and Article 1 of the Pennsylvania constitution. Neither PPL nor PUC can overturn the Pennsylvania Constitution, and not even the Legislature can do so without

[19] Quoted from *Simbarashe Madziva v. The Philadelphia Housing Authority*, No. 1215 C.D. 2013 (Pa. Cmwlth. 2014).

[20] *Pa. Game Comm'n v. Marich*, 666 A.2d 253 (Pa. 1995) at 255 n.6; accord *Robbins v. Cumberland Cnty. Children & Youth Servs.*, 802 A.2d 1239 (Pa. Cmwlth. 2002).

approval by the electorate and proceedings about Article 1 that have never occurred.

Requested Relief

No action by me is responsible for this complaint. Instead, PPL has brought difficulties on itself by stringing wiring through the wooded backyards of customers, often within the reasonable ‘‘curtilage’’ around houses that PPL cannot condemn under 52 Pa. Code § 57.91(b).[21] Generally, this curtilage is considered to be 300 feet; whereas, PPL’s transmission line, connecting other houses, is within 40 feet of my house. Any attempt by PPL to construe its entire service areas in the context of eminent domain, which PPL has never sought, would be absurd.

As a general rule, the modern preference is that electrical wiring should go underground for aesthetic reasons and the danger of electrocution from fallen wires. Section 57.84 of PUC regulations (52 Pa. Code §57.84) states that new distribution lines located within 100 feet of a development are to be placed underground “if practicable.” However, the “if practicable” qualification leaves too much room for equivocation by PPL since nothing prevents universal burying of wiring under any circumstances—phone companies, Comcast, and builders regularly tear up brownfields and greenfields to lay cable or pipes. The only

[21] In condemnation proceedings this code requires a public utility to furnish the following notice from PUC: “Generally, curtilage includes the land or buildings within 300 feet of your house which are used for your domestic purposes.”

obstacle to relocation of all overhead wiring in central and eastern Pennsylvania is the profit motive of PPL's Boston owners. As proof of concept in a sense, PPL has connected substations with underground wiring in Derry Township (near Hershey), and, but for PPL's instinct for saving cost, burial of residential wiring throughout Pennsylvania is the long-term solution to complaints like mine.

PPL easily could lay its wiring in a narrow trench dug within the eight feet on each side of streets owned by the government. The problem thus is not trees themselves, but rather PPL's placement of wiring in wooded backyards instead of burying the wiring or using conventional poles on the street. If PPL were to adhere to modern standards for wiring, the cost savings just in repetitive "vegetation management" and litigation over the former would be enormous. Whether above or below ground, PPL also could defray rebuilding costs, as well as open a new profit center, by including fiber optic cables in the new construction. Fiber is considered the future of Internet connectivity because of the increased speed and volume of data that fiber can handle compared to traditional wiring, and completing the "last mile" to every home or business represents a huge revenue opportunity for PPL, which should have taken advantage of it already. .

Meanwhile, one solution to PPL's opposition to any change in its business practices might be a Website under PUC auspices. There PPL could list addresses and dates of intended work, and homeowners who opt in could automatically

receive an email message about this work. Since PPL cannot be trusted to do more online than it does offline, PUC, rather than PPL, should operate this site.

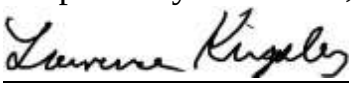
Conclusion

In sum, fair and equitable resolution of my complaint is in the public interest since other property owners face a similar threat from PPL—namely, unannounced property invasion, poisoning of aquifers, and destruction or weakening of trees which provide shade, hospitality to songbirds, stability to the soil, carbon dioxide reduction, aesthetic value, and increased property valuations. The profit motive of PPL's Boston parent does not supersede Commonwealth rights and individual liberties in Pennsylvania, which PUC should defend.

For too long PPL's Boston owners have acted as overlords trying to colonize Pennsylvania and overrule local interests. PPL's ability to invade private property without warning and to demolish, jeopardize, or diminish assets like shade trees and shrubbery or to poison wells with herbicides is dangerously totalitarian. The tariff purporting to give PPL this right is far too broad and is unconstitutional under Article I of Pennsylvania's Constitution.

Insistence on due process in the form of notification and opportunity for a hearing creates a simple solution which is long overdue. PUC should stop PPL from running roughshod over municipal regulations, the state constitution, and individual liberties. Plainly, PPL is out of control and should be reined in.

Respectfully submitted,



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