

October 28, 2022

***VIA ELECTRONIC FILING***

` Greg Myers 110 Miller Road

York Haven, PA 17370

[Gmyers8888@aol.com](mailto:Gmyers8888@aol.com)

717-873-9140

Rosemary Chiavetta, Secretary Pennsylvania Public Utility Commission Commonwealth  
Keystone Building  
400 North Street, 2nd Floor North  
P.O. Box 3265

Harrisburg, PA 17105-3265

**Re: Gregory J. Myers v. PPL Electric Utilities Corporation Docket No. C-2022-3035609**

Dear Secretary Chiavetta:

Attached for filing is the Answer to Preliminary Objections to the Complaint of Gregory J. Myers in the above-referenced proceeding. Copies will be provided as indicated on the Certificate of Service.

Respectfully Submitted,

/s/

Greg Myers

Cc: Certificate of Service

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing has been served upon the following persons, in the manner indicated, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a participant).

**VIA E-MAIL ONLY**

Devin Ryan  
Post & Shell  
17 North Second Street Harrisburg, PA 17101-1601

dryan@postschell.com

Date: October 28, 2022

\_\_\_\_\_/s/\_\_\_\_\_  
\_\_\_\_\_

Gregory Myers

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Gregory J Myers, :  
:  
Complainant, :  
: Docket Number C-2022-3035609  
:  
PPL Electric Utilities Corporation :  
:  
Respondent :

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**ANSWER TO PRELIMINARY OBJECTIONS**

**BY PPL ELECTRIC UTILITIES CORPORATION**

**TO COMPLAINT OF GREGORY J MYERS**

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TO THE PENNSYLVANIA PUBLIC UTILITY COMMISSION:

First, I must request that the Preliminary Objections filed by PPL be struck from the record as not timely filed. Per 25 PA Code 5.61, answers to complaints shall be filed with the Commission within 20 days after the date of service. Per the Respondent's own filing, they received Service on September 23, 2022. This would make the required submittal date be October 12, 2022, NOT the date of October 17, 2022 on which the Complainant was served.

Regarding PPL's request to strike my request for damages, I acquiesce. Damages were added out of extreme frustrations from PPL's lack of good faith negotiations, and the fact that PPL violated the central tenant of the prior settlement, that they would *selectively spray* unwanted trees rather than using a fire hose type sprayer that indiscriminately kills all vegetation in a broad area, not just the unwanted trees. In addition, the cause of the error was because PPL did not update their internal system with the spraying restriction, nor did they file the appropriate paperwork with the courthouse. The damage done was basically a repeat of the spraying that was the cause of the previous Formal Complaint.

I object to striking the previous complaints as impertinent matter as the due to the discussion above. The Satisfaction of Settlement was not fully implemented as PPL swore it was.

Regarding the argument that the Commission has no jurisdiction over Right of Way agreements, that certainly was not the case with the previous referenced complaints in which the Commission heard the Complaints and “strongly encouraged PPL to settle, as they would not like her solution!!” Also, per the PUC’s website on Formal Complaints, a person may “file a formal complaint against a utility company for any issues other than proposed rate increases. This may

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include billing issues, service quality or increases to variable rate increases.” The issue of this complaint definitely involves service quality. Plus, there was no objection from PPL or the PUC that the informal complaint (Case #: 3804241) involved PUC jurisdictional issues. Instead, PUC in their dismissal letter stated that I “do have the right to file a formal complaint where your service issue may be further addressed. “

Further issues are addressed per the paragraph numbering used by PPL.

1, Strike as impertinent.

2. Strike as an unnecessary recap of the complaint.

3. Strike per the above discussion on jurisdictional issues. Also, regarding payment of damages, the following are excerpts from emails written by Matthew Stutzman, PPL Forester. On October 15, 2021, he writes “I did tell you that if I were to uncover a document that support your claim I would honor it as I am fully intent on doing so at this time.”

On October 20, 2021, he writes “ I was able to locate a copy of the revised easement that crosses your property and per that agreement I found that there were arrangements made to preserve vegetation on your property as described in an attachment within our records. As discussed, the limitations of the current growing would prohibit proper planting establishment before the first heavy frost. I suggested that we re-assess the damage in the beginning of the 2022 growing season and proceed with estimates for planting the trees/bushes that were killed which you found agreeable. Please retain this email as record that we will be working with you next year to complete the assessment and details for restoration in the spring of 2022. And on November 1, 2021, Mr Stutzman writes “I certainly have no objections with a crop damage claim.”

4. Strike paragraph 4 as a repeat of PA Code and impertinent.

5. Strike PPLs paragraph 5 as impertinent matter, as the respondent is merely quoting past rulings without an explanation to how they apply in this case. There is no need to preach to the Presiding Officer.

6. Strike paragraph 6 as impertinent matter, as the respondent is merely quoting past rulings without an explanation to how they apply in this case. There is no need to preach to the Presiding Officer

7. Strike, as much of paragraphs 1 thru 6 are disputed.

8 – 12. Strike PPL Objection, as this complaint is about the failure of PPL to comply with the Statement of Satisfaction from the previous referenced PUC cases. If a respondent formally commits to do something, and then fails to comply with the settlement, there has to be repercussions or the Commission is a toothless lion. Similarly, Mr Stutzman previously wrote that he now clearly supported the payment of crop damage. While negotiating that payment, PPL broke off all contact with me, Mr Stutzman did not respond to phone calls of May 20, Jul 20, Aug 8 or Aug 31 of 2022. Nor was there any response to texts of Jul 16, Aug 2 or Aug 3, 2021. Who if not the PUC can a Complainant go to in a situation that involves a previous PUC settlement that was not satisfied.

13-20. Strike PPL Objection. Respondent argues that discussions about prior settlement agreements should be struck. I argue that when the complaint involves the non-compliance with a settlement agreement sponsored and overseen by the PUC, settlement agreement is pertinent to the case and should be allowable.

21-29, Respondent argues in what is basically a repeat of earlier discussions on jurisdictional issues, that PUC lacks jurisdiction over Right-of-Way Agreements. Per past PUC practice, namely my prior Formal Complaints, PUC has accepted the case. As a result of those complaints, a Settlement Agreement was reached but NOT fully implemented by PPL. Who but the PUC is empowered to review this breach.

CONCLUSION: The Complainant, Gregory J Myers, respectfully requests that the Preliminary Objection be rejected.

Respectfully submitted

/s/

Gregory J Myers  
110 Miller Road  
York Haven, PA 17370  
[Gmyers8888@aol.com](mailto:Gmyers8888@aol.com)  
717-873-9140

5/26/23

YORK COUNTY  
ASSESSMENT OFFICE



20

This instrument solely grants, vests or confirms a public utility easement

Prepared By: PPL Electric Utilities Corporation  
Attn: Supervisor Land/Land Rights Acquisition  
Two North Ninth Street  
Allentown, PA 18101

Return to: Same as above

Parcel ID# 39000PGO19700 & 39000PGO197D0  
110 Miller Rd 105 York Rd

**Grant of Public Utility Easement**

KNOW ALL MEN BY THESE PRESENTS, That Gregory J. Myers and  
Nina M. Myers, having a mailing address of 110 Miller Road, York Haven, PA 17370 in consideration of the sum of One Dollar (\$1.00) to be paid at the date hereof by PPL Electric Utilities Corporation, the receipt whereof is hereby acknowledged, and other good and valuable consideration, the sufficiency and adequacy of which being acknowledged, do hereby, for Ourselves, Our heirs, executors, administrators and assigns, irrevocably grant and convey unto the said PPL Electric Utilities Corporation, its successors, assigns, and lessees, the right to construct, operate and maintain and from time to time to reconstruct its electric lines, including such poles, towers, cables and wires above and under the surfaces of the ground, 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 under and along a said strip of land 150 feet in width, and said strip being a part of the property which We own, or in which We have any interest in the Township of Newberry, County of York, Commonwealth of Pennsylvania, and upon, across, over, under and along the roads, streets, and 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 of the purposes aforesaid, together with the right to set and maintain the necessary guy and brace poles or towers and anchors, and to attach thereto the necessary guy wires; also the right to cut down, trim, remove, and to keep cut down and trimmed by mechanical means or otherwise, any and all trees, brush or other undergrowth on said strip of land or adjoining the same which in the judgment of the said Company, its successors, assigns or lessees, may at any time interfere with the construction, reconstruction, maintenance or operation of the said lines, poles, towers, wires, cables or other fixtures and apparatus, or menace the same, in connection therewith the, the right to remove, if necessary, the root systems of said trees, brush or other undergrowth, and to spray said brush and undergrowth with chemicals for their removal and control; and in consideration of the said payments hereby release and quitclaim the said PPL Electric Utilities Corporation, its successors, assigns and lessees, of and from any and all damages, loss or injury that may be at any time caused by or result from the construction, reconstruction, operation and maintenance of the said lines, or the cutting down, trimming or removal of any and all trees, brush or undergrowth on said premises.

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6 12 13  
20 22 23

And further, in consideration of said payments, We do hereby covenant and agree for Ourselves and Our heirs, executors, administrators, and assigns, to and with the said PPL Electric Utilities Corporation, its successors, assigns and lessee, that no house, barn or other structure or inflammable or explosive materials of any kind, shall be built or stored on said strip of land or within a distance of fifty (50) feet from either side of the said strip of land, and that the Company, its successors, assigns or lessees, shall not be limited in its or their enjoyment of the rights hereby granted to such poles, towers, wires, cables, fixtures and apparatus as may be first constructed on said strip of land, but that the said Company, its successors, assigns or lessees, shall have at all times in the future, the right to construct, operate and maintain, and from time to time to reconstruct additional poles, towers, wires, cables, fixtures and apparatus upon, across, over, under or along the said strip of land.

This agreement cancels and supersedes, but only insofar as it relates to the property now owned by the Grantors herein, that certain agreement between A. Schaffer and Shirley M. Schaffer, his wife and the said Electric Company dated October 2, 1957 and recorded on November 6, 1958 in the Office of the Recorder of Deeds in and for York County, Pennsylvania in Deed Book 47-C Page 220, etc.

WITNESS our hands and seals this 11 day of November 2011, signed, sealed and delivered in the presence of:

D. D. S. Ginn  
witness

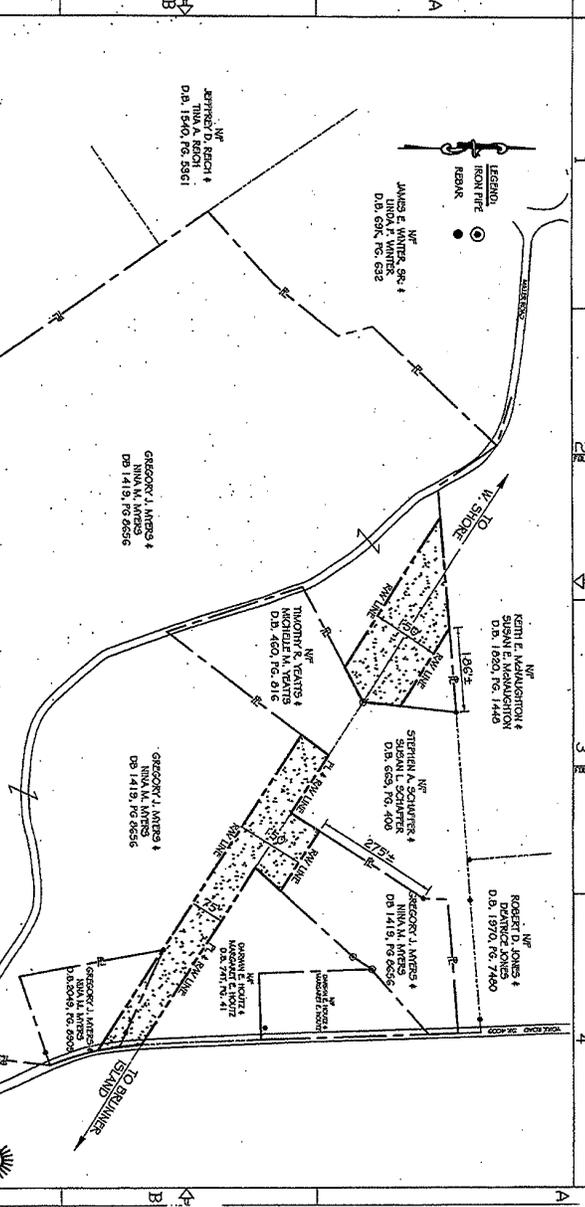
Gregory J. Myers (SEAL)  
Gregory J. Myers  
Nina M. Myers (SEAL)  
Nina M. Myers

Assessment Filed  
 Copy of this Plan  
 Received By: *[Signature]*  
 Date: *11-11-11*

NOTE: FOR EXACT LOCATION OF ANY AIRBORNE FACILITIES WITHIN THE RW/  
 CONTACT THE LOCAL PPL ELECTRIC UTILITIES COOPERATION OFFICE.

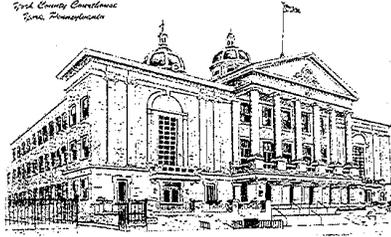
NO.	DATE	ACCT.	REVISION	BY	REVIEWED/ APPROVED	DATE
03990			LD-54003	24030031		
			PLAN 2 10013990			

SCALE - NONE  
 BY - KIK  
 DATE 11/11/11  
 PPL ELECTRIC UTILITIES  
 YORK CO., PA.





York County Government  
York, Pennsylvania



**YORK COUNTY RECORDER OF DEEDS**  
28 EAST MARKET STREET  
YORK, PA 17401

Randi L. Reisinger - Recorder  
Bradley G. Daugherty - Deputy

Instrument Number - 2011052625  
Recorded On 11/16/2011 At 11:34:12 AM

Book - 2149 Starting Page - 6218  
\* Total Pages - 5

\* Instrument Type - EASEMENT  
\* Invoice Number - 961432  
\* Grantor - MYERS, GREGORY J  
\* Grantee - PPL ELECTRIC UTILITIES CORPORATION  
\* User - MAG  
\* Customer - PPL

\* Received By: COUNTER

\* FEES  
STATE WRIT TAX \$0.50  
JCS/ACCESS TO JUSTICE \$23.50  
RECORDING FEES \$13.00  
PIN NUMBER FEES \$20.00  
COUNTY ARCHIVES FEE \$2.00  
ROD ARCHIVES FEE \$3.00  
TOTAL PAID \$62.00

PARCEL IDENTIFICATION NUMBER  
39000PG0197000000  
39000PG0197D000000  
Total Parcels: 2

I Certify This Document To Be  
Recorded In York County, Pa.



*Randi L. Reisinger*  
Recorder of Deeds

THIS IS A CERTIFICATION PAGE  
**PLEASE DO NOT DETACH**  
THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

\* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

Book: 2149 Page: 6222

**SPECIAL CONDITIONS  
LINE LISTING NUMBERS 117/122  
Brunner Island-West Shore  
Gregory J. Myers and Nina M. Myers**

PPL EU will implement the Wire Zone/Border Zone method of vegetation management on the portion of the Myers' property that is subject to the right of way and easement. PPL EU may be required to amend its vegetation management from time to time as required by, and subject to review and approval by the North American Reliability Corporation, the Federal Energy Regulatory Commission, and the Pennsylvania Public Utility Commission.

The existing fruit trees and other compatible species, other than cedars, in the “wire zone” across the Myers' property that are located in low-lying areas, where the surface is at least 10 feet lower than the base of the transmission line structures on the Myers' property, shall be permitted to remain.

PPL EU and Mr. Myers agree that the right-of-way across the Myers' property shall be selectively cleared of all non-compatible species and that the compatible species shall be permitted to remain.

PPL EU and the Myers agree that PPL EU may apply herbicides within the right-of-way across the Myers' property in accordance with current specifications.

PPL EU shall make a good faith effort to complete reconstruction of the portion of the Brunner Island-West Shore 230 KV transmission line that traverses the Myers' property prior to applying the TVMP to the right-of-way and easement across the Myers' property.

After the reconstruction of the Brunner Island-West Shore 230 KV transmission line is completed, PPL EU will rehabilitate the areas beneath the existing structures by removing the upper portions of the foundations, removing and replacing one (1) foot of the topsoil in those areas, and re-seeding those areas upon consultation with Mr. Myers and PPL EU's forester.

Upon completion of the reconstruction of the Brunner Island-West Shore 230 KV Transmission Line, PPL EU shall restore land damaged during the construction process by regrading the surface and re-seeding those areas upon consultation with Mr. Myers and PPL EU's forester.

In the event that PPL EU is unable to complete reconstruction of the portion of the Brunner Island-West Shore 230 KV Transmission Line that traverses the Myers' property prior to applying the TVMP to the right-of-way and easement across the Myers' property, PPL EU will pay for 30 trees having at least a 1-inch caliper and for the planting of those trees. Mr. Myers may select the species of trees to be planted from species that are available at local nurseries and that are compatible with PPL EU's TVMP. The trees must be planted outside the wire zone.

