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717-873-9140

October 29, 2022

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 Reply to the Answer 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 29, 2022

\_\_\_\_\_/s/\_\_\_\_\_  
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Gregory Myers

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

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

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**REPLY TO THE ANSWER  
PPL ELECTRIC UTILITIES CORPORATION  
TO COMPLAINT OF GREGORY J MYERS**

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TO THE PENNSYLVANIA PUBLIC UTILITY COMMISSION:

The following provides Complainant's Reply to the Answer by the Respondent, responding to the same paragraph numbers used in Respondent's Answer and the Complaint.

1. No Comment.
2. Agreed
3. No comment.
4. When herbicide is applied using a fire hose, it is impossible not to kill the compatible grasses, shrubs, trees and bushes that are growing in proximity to the incompatible trees, which did in fact kill large swaths of vegetation, often on steep hill sides subject to erosion. That is why PPL agreed to *selectively spray* incompatible species within my Right of Way. Regarding the invasion of invasive weeds that PPL denied, simply because PPL did not see them, the forester was invited repeatedly to come see the results of the spraying, and each time he refused. I disagree that someone can use dereliction of duty as a basis for denial of a fact. It is a great example of sticking your head in a hole to avoid responsibility and knowledge. I n addition, I have pictures portraying both conditions (large swaths of dead vegetation and the resultant invasive weeds).

In addition, PPL claims I am misinterpreting the ROW Agreement. I did not interpret the Agreement, I quoted from it. So yes, I agree the Agreement can stand on its own. As for their claim that my complaint alleging violation of the agreement is a legal conclusion, it is not. It is the complaint and it is very easy for any layman to determine their fire-hose application of herbicide is most definitely NOT the same as selective application of herbicide. In fact, the PPL forester obviously agreed when he wrote on Oct 20, 2021

“Per our discussion 10/15; 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 replanting 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. “

5. I object to striking the Settlement of Satisfaction filed by PPL to close the prior formal complaints. It clearly requires selective versus broadcast spraying of herbicides which PPL' agent violated. Regarding the cost estimate of remedial action, one is submitted with this submittal. It was not included previously because the Formal Agreement is very limited in its format and provides no provision for inclusion of supporting documents. And, the total of the estimate is reduced from \$10,000 to \$7,213
6. Agreed.
7. It is simply noted that the informal complaint (Case Number 3804241) was closed simply because PUC “does not like to keep cases open long.” I objected, saying we were in productive negotiations directed at resolving the complaint which were delayed till the next spring at PPL's request. At the time the complaint was closed, it was not settled. What a novel way to keep your number of complaints low, just indiscriminately close them!! Shameful.

Regarding their claim as to whether Mr Stutzman believed the compatible species were dead or still alive at some stage, it can be easily resolved by a follow-up visit. It will verify that extensive swaths of vegetation indeed died and were replaced by invasive weed species.

I disagree with the striking of negotiations, in which PPL admits its failure to selectively apply herbicides on my property. Again, it was the same offense for which PPL agreed to settle during the previous complaints, so it would seem logical to apply the same damage payments as before.

Lastly, PPL's statement stating they “attempted to be responsive to all contacts and communications from the Complainant” is simply a bald-faced lie. I phone Mr Stutzman on May 20, Jul 20, Aug 8 and Aug 31 this year. Not once did I get a

call back to my message. I texted Mr Stutzman on Jul 16, Aug 2 and Aug 4 without the requested response. And for the record, Mr Stutzman's last communication was a Jul 6 text stating he'd be discussing my claim with his supervisor and would be getting back to me.

8 – 10. No Comment.

/s/

Gregory J Myers

## Task and Cost Estimate

Herbicide Three 2 ½ gallon @ 160 - \$480  
Tractor with sprayer at \$60 an hour and 14 hours - \$ 840  
Soil test \$20 and one hour labor - \$50  
Remove dead trees, dead vegetation and rocks 6 hours backhoe and operator  
@ \$125 per hour and 3 hours laborer @ \$30 per hour - \$840  
Rototill (tractor) 8 hours @\$60 hour. - \$480  
Pick Up Rock 3 hours laborer @ \$30 hour and 1 hour tractor @ \$60 - \$150  
Lime 2000 pounds of lime - \$8 per 40 lb bag plus tax. - \$424  
Transport lime (two trips) 8 hours labor at \$30/hour plus truck rental and  
gas at \$200. - \$440  
Spread lime 8 hours labor @ \$30 hour - \$240  
Rototill (tractor) 3 hours @ \$60 - \$180  
Remove Rock 3 hours labor @ \$30 hour and 1 hour tractor @ \$60 - \$150  
Fertilize 500 pound of 19-19-19 Fertilizer at \$23 for 40 pound – \$299  
Spread Fertilizer 5 hours labor at \$30 – \$150  
Seed Northeast Native Grass Seed Mix at \$1000 for 50 lbs plus Perennial  
Wildflower Mix @ \$350 for 10 pound - \$1350  
Spread seed 3 hours labor at \$30 per hour - \$90  
Roll Seed Bed 3 hour tractor @ \$60 hour - \$180  
Straw 50 bales of straw at \$10 per - \$500  
Spread Straw 16 hours laborer @ \$30 per - \$400  
Total \$7243