

October 28, 2022

VIA ELECTRONIC FILING

Greg Myers 110 Miller Road

York Haven, PA 17370

Gmyers8888@aol.com

717-873-9140

RCUD PUC SEC BUR
NOV 3 2022 AM 11:40

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,



Greg Myers

Cc: Certificate of Service

CERTIFICATE OF SERVICE

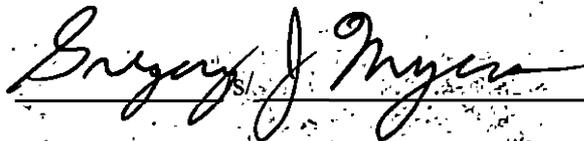
I hereby certify that a true and correct copy of the foregoing has been served upon the following persons in the manner indicated, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a participant).

VIA E-MAIL ONLY

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

dryan@postschell.com

Date: October 28, 2022

A handwritten signature in black ink that reads "Gregory J. Myers". The signature is written in a cursive style and is positioned above a solid horizontal line.

Gregory Myers

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Gregory J Myers, :

Complainant, :

: Docket Number C-2022-3035609

PPL Electric Utilities Corporation :

Respondent :

RCUB PUC SEC BUR
NOV 3 2022 4:11 PM

ANSWER TO PRELIMINARY OBJECTIONS

BY PPL ELECTRIC UTILITIES CORPORATION

TO COMPLAINT OF GREGORY J MYERS

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

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



Gregory J Myers
110 Miller Road
York Haven, PA 17370
Gmyers8888@aol.com
717-873-9140

5/26/25



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# 39000PG019700 & 39000PG019700
10 Miller Rd 05 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.

4/31

6 12 13
20 22 23

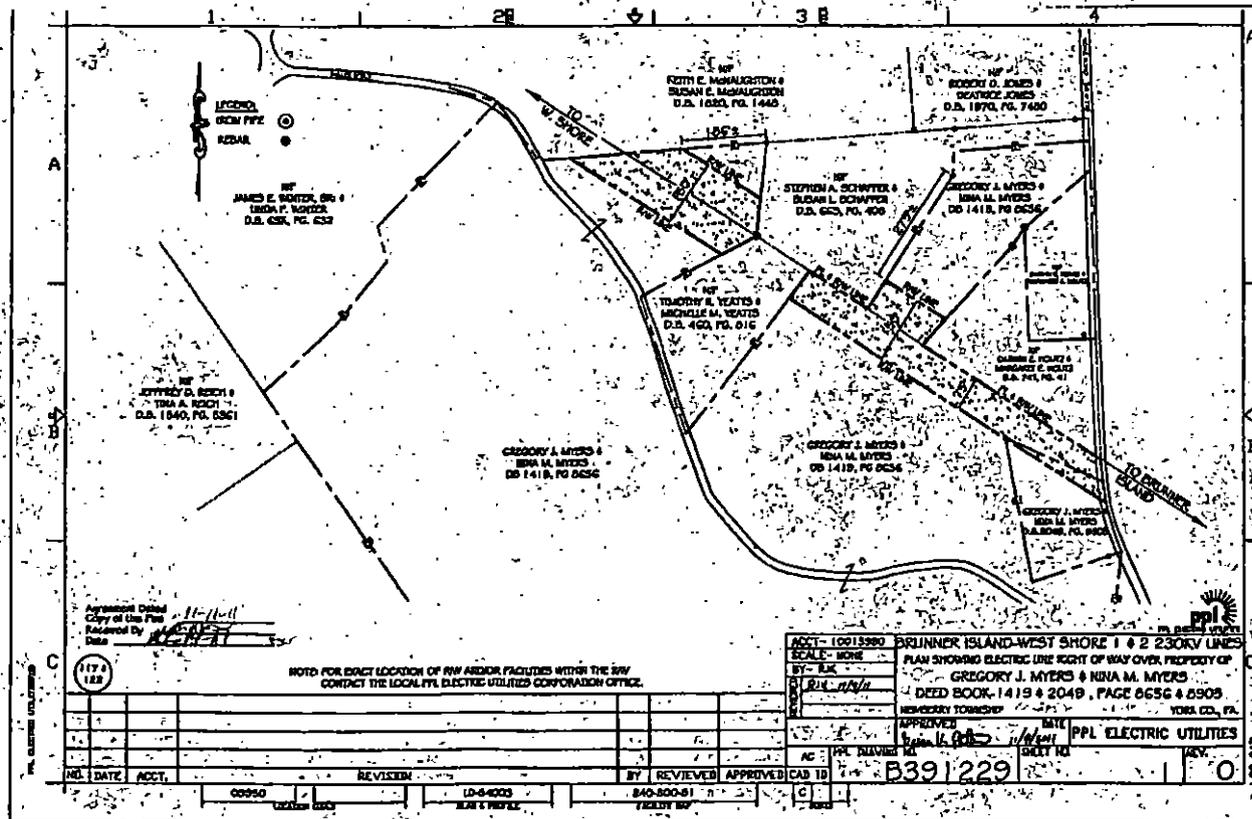
And further, in consideration of said payments, We do hereby covenant and agree for Ourselves and Our heirs, executors, administrators, and assigns, to and with the said PPL Electric Utilities Corporation, its successors, assigns and lessee, that no house, barn or other structure or inflammable or explosive 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 Grantees 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

Bridget J. Myers (SEAL)
Bridget J. Myers
Nina M. Myers (SEAL)
NINA M. MYERS



Agreement Dated 11-11-01
 Copy of this Plan Received By [Signature]
 Date 11/11/01

NOTE FOR EXACT LOCATION OF PPL MEDIUM FACILITIES WITHIN THE R/W CONTACT THE LOCAL PPL ELECTRIC UTILITIES CORPORATION OFFICE.

PROJECT	10013380	BRINNER ISLAND WEST SHORE 1 & 2 230KV LINES
SCALE	AS SHOWN	
BY	[Signature]	
DATE	11/11/01	
APPROVED	[Signature]	
DATE	11/11/01	
AC	PPL DRAWING NO.	
CD	DATE	
BY	REVIEWED	APPROVED
DATE	DATE	DATE
NO.	DATE	ACCT.
17A		
12B		

NO.	DATE	ACCT.	REVISION	BY	REVIEWED	APPROVED	CAD ID

00950 UNIFORM BOOK ID-4-0003 840-800-61 FACILITY NO.

3391229 0

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

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

York County Courthouse
York, Pennsylvania



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.

10 Miller Rd
York Haven PA
17370

HARRISSBURG PA

31 OCT 2022



Rosemary Chiavetta
Secretary, PA PVC
Keystone Bldg
400 North St, 2nd Floor North
PO Box 3265,
Harrisburg PA 17105-3265

17105-326565

