

Greg Myers
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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,

Asst 
Greg Myers

Cc: Certificate of Service

RCVD PUC SEC BUR
NOV 3 2022 AM 11:45

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

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

Gregory Myers

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.

A handwritten signature in black ink that reads "Gregory J Myers". The signature is written in a cursive style with a long horizontal flourish extending to the right.

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

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HARRISBURG PA 171
31 OCT 2022 PM 6



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