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Jessica R. Rogers

jrogers@postschell.com  
717-612-6018 Direct  
717-731-1985 Direct Fax  
File #: 140074

June 16, 2014

***VIA HAND DELIVERY***

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, 2nd Floor North  
P.O. Box 3265  
Harrisburg, PA 17105-3265

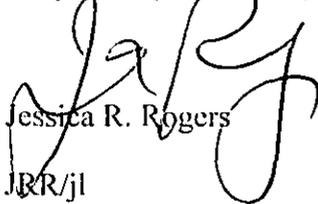
**Re: Marc Chervenitski, Sr. v. PPL Electric Utilities Corporation**  
**Docket No. C-2014-2423862**

Dear Secretary Chiavetta:

Enclosed for the record in the above-referenced proceeding are the docketed Petition, Brief, Rule to Show Cause and Complaint of PPL Electric Utilities Corporation against Marc Chervenitski, Sr., which were filed with the Court of Common Pleas of Luzerne County on Friday, June 13, 2014.

Copies will be provided as indicated on the Certificate of Service.

Respectfully submitted,



Jessica R. Rogers

JRR/jl

Enclosures

cc: Certificate of Service  
Honorable Susan D. Colwell

RECEIVED  
2014 JUN 16 PM 1:19  
PA PUC  
SECRETARY'S BUREAU

COPY

IN THE COURT OF COMMON PLEAS OF LUZERNE COUNTY, PENNSYLVANIA  
CIVIL DIVISION

PPL ELECTRIC UTILITIES :  
CORPORATION f/k/a PENNSYLVANIA :  
POWER AND LIGHT COMPANY, :  
Plaintiff, :

No. 2014-7202

vs. :

MARC W. CHERVINITSKI, SR. and :  
KIMBERLY A. CHERVINITSKI, :  
Defendants. :

RECEIVED  
2014 JUN 16 PM 1:29  
PA PUC  
SECRETARY'S BUREAU

ORDER GRANTING PRELIMINARY INJUNCTION

AND NOW, this \_\_\_\_ day of \_\_\_\_\_, 2014, following hearing and upon consideration of Pa. R.C.P. 1531 and PPL Electric Utilities Corporation's Petition for a Preliminary Injunction, this Court finds as follows:

- (a) PPL Electric has a reasonable probability of success on the merits;
- (b) PPL Electric is suffering immediate and irreparable injury, which is not fully compensable in money damages;
- (c) Greater injury would result by refusing the request for injunctive relief than by granting such relief;
- (d) The public interest would not be adversely affected by the grant of the requested relief. On the contrary, the public interest is served by granting injunctive relief;
- (e) PPL Electric has no adequate remedy at law; and
- (f) PPL Electric has not previously sought, without success, this or any similar form of relief against Defendant.

It is hereby **DECREED** that PPL Electric's Petition for a Preliminary Injunction is **GRANTED**, and the Defendants are directed to:

- 1) Cease from all attempts to limit and control PPL Electric's right of ingress and egress to the 150 foot Right of Way and Easement held by PPL Electric Utilities Corporation;

- 2) Cease all interference with PPL Electric's right to maintain and improve the Stanton-Jenkins line, including but not limited to the addition of a second 230 kV circuit and fiber OPGW in place of a current steel shield OHGW;
- 3) Defendant shall refrain from further interference with PPL Electric's easement and its construction and maintenance of the electrical transmission lines within the easement;
- 4) PPL Electric Utilities Corporation shall post security for this Preliminary Injunction with the Prothonotary in the amount of \$ \_\_\_\_\_; and
- 5) The security is to be released to PPL Electric Utilities Corporation upon issuance of a permanent injunction or amicable resolution of the action.

**BY THE COURT:**

---

J.

IN THE COURT OF COMMON PLEAS OF LUZERNE COUNTY, PENNSYLVANIA  
CIVIL DIVISION

PPL ELECTRIC UTILITIES :  
CORPORATION f/k/a PENNSYLVANIA : No.  
POWER AND LIGHT COMPANY, :  
Plaintiff, :  
vs. :  
MARC W. CHERVINITSKI, SR. and :  
KIMBERLY A. CHERVINITSKI, :  
Defendants. :

FILED  
PROthonotary  
LUZERNE COUNTY  
2014 JUN 13 AM 9:10

**PPL ELECTRIC UTILITIES CORPORATION'S  
PETITION FOR PRELIMINARY INJUNCTION**

Plaintiff PPL Electric Utilities Corporation, formerly known as Pennsylvania Power & Light Company ("PPL Electric") through its attorneys, Fitzpatrick Lentz & Bubba, P.C. files a Petition for Preliminary Injunction against Defendants Marc W. Chervinitski, Sr. and Kimberly A. Chervinitski as follows:

1. PPL Electric has filed a Complaint seeking injunctive and other relief arising from Defendants interference with PPL Electric's easement and Right-of-Way. A copy of the Complaint is attached as Exhibit "A".
2. Prior to Defendants' 2010 acquisition of the property, the parcel at issue was subject to the right of way (easement) agreement between PPL Electric and predecessors in title, John F. Hoffman and Elva L. Hoffman, husband and wife. The right of way agreement is recorded at Deed Book 1703, Page 207 and attached as Exhibit "2" to the Complaint.
3. Pursuant to the right of way agreement, John and Elva Hoffman for themselves as well as their heirs, executors and assigns, irrevocably granted and conveyed to Pennsylvania Power & Light Company, its successors and assigns (i.e. "PPL Electric"):

*the right to construct, operate and maintain, and from time to time to reconstruct its electrical lines including such poles, towers, cables and wires above and under the surface 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 and assigns, upon, across, over and along a strip of land 150 feet in width . . . (Emphasis added.)*

4. The right of way also granted to PPL Electric access:

*...upon, across, over, under and along the roads, streets and highways adjoining the said property, as shown on the 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 and assigns, may at any time interfere with the construction, reconstruction, maintenance or operation of the said electric lines, poles towers, wires, cables or other fixtures and apparatus, or menace the same, and in connection therewith, 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 payment do hereby release and quitclaim the said PENNSYLVANIA POWER & LIGHT COMPANY, its successors and assigns, 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 electric lines, or the cutting down, trimming or removal of any and all trees, brush or other undergrowth on said premises. (Emphasis added.)*

5. The Agreement also specifically provided that PPL Electric:

*shall not be limited in its or their enjoyment of the rights hereby granted to such electric lines, poles, towers, wires, cables, fixtures and apparatus as may be first constructed on said strip of land, and that the said Company, its successors and assigns shall have at all times in the future, the right to construct, operate and maintain, and from time to time to reconstruct additional electric lines, poles, towers, wires, cables, fixtures and apparatus upon, across, over, under or along the said strip of land.* (Emphasis added.)

6. Defendants acquired the property subject to the easement in 2010. The existence of the transmission line was obvious and the easement is both recorded and referenced in the chain of title since 1969. Thus, Defendants were, at all material times on notice of and subject to the right-of-way.

7. As a result of growth in northeast Pennsylvania since the right of way was obtained in 1969, the demand for electric service and capacity has increased.

8. PPL Electric needs to strengthen and increase the electrical delivery system in, among other places, Luzerne County to ensure it can reliably deliver enough power to supply homes and businesses.

9. In fulfillment of its role and duty to provide reliable electric service to customers in its assigned and regulated markets, PPL Electric undertook a detailed study and analysis, including careful consideration of public interests developing a number of improvements.

10. The routes that PPL Electric selected for electrical system improvements in northeast Pennsylvania took into consideration various factors; including, where appropriate, working within existing rights of way.

11. One of the planned improvements developed by PPL Electric is, among others, the addition of a second 230kV circuit to the Stanton-Jenkins line, a portion of which crosses Defendants' property within PPL Electric's right of way.

12. PPL Electric's improvements to the Stanton-Jenkins line were reviewed, and approved by the Pennsylvania Public Utility Commission ("PUC") by Order dated November 14, 2013.

13. Further, as part of the addition of the second 230 kV circuit on the Stanton-Jenkins line, and maintenance/improvement of the electrical infrastructure, one of the existing steel shield overhead wires (referred to as an OHGW) will be removed and replaced with a .752" 48 fiber OPGW. The OPGW serves the same purpose as an OHGW (lightning protection, fault current dissipation, grounding, etc.), plus adds a communication path between PPL Electric substations (for relay communications and PPL Electric's fiber ring). The OPGW technology did not exist when the line was originally constructed.

14. PPL Electric and its representatives have communicated numerous times with the Chervinitskis and their representatives concerning PPL Electric's improvements and access to the right of way.

15. Rather than cooperate and adhere to the easement agreement, Defendants have denied PPL Electric access to the property and threatened PPL Electric with threats of trespass.

16. Additionally, the Chervinitskis have raised an objection to PPL Electric's utilization of the fiber cable OPGW to replace a steel shield OHGW.

17. PPL Electric's rights within the easement are superior to the Defendants' rights within the easement.

18. Further, PPL Electric has a full and complete right of ingress and egress in a manner it finds reasonable, efficient and safe.

19. Defendants cannot dictate or limits the access.

20. All efforts by PPL Electric to work cooperatively with the Chervinitskis have failed.

21. At all material times, PPL Electric has acted within its rights and for the greater public benefit.

22. *Defendants' actions have impeded and will impede PPL Electric's construction of the necessary improvements to the electrical delivery system in northeast Pennsylvania.*

23. Delay in PPL Electric's access may delay the electrical system improvements as well as impose additional costs and unnecessary risk to the provision of a reliable electrical system to the public.

24. Greater injury would result to PPL Electric than to Defendants if PPL Electric was denied access to the property to install the intended improvements.

25. PPL Electric requests that Defendants be enjoined from interfering with its rights to avoid delay in the project and to restore to the parties to the legal status as contemplated by the right of way agreement.

26. PPL Electric's right to relief is clear.

27. PPL Electric is likely to prevail on the merits of the action.

28. *An injunction is reasonably suited to achieve the requested relief, i.e. provide PPL Electric unimpeded access to the property to construct the Stanton - Jenkins 230kV transmission line improvements and to maintain it in a reasonable, safe and proper environment.*

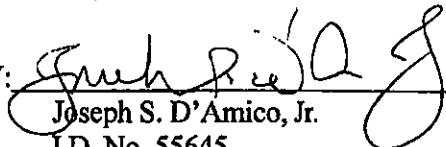
29. The requested relief will not adversely affect the public's interest and is authorized by Pa.R.C.P. 1531. In fact, the public interest is served by granting PPL Electric the relief it requests.

30. Defendants' interference constitutes actionable conduct entitling PPL Electric to equitable relief.

WHEREFORE, PPL Electric requests this Honorable Court issue a preliminary injunction enjoining Marc W. Chervinitski, Sr. and Kimberly A. Chervinitski from (1) any further interference with PPL Electric's rights; (2) enjoin Defendants' attempts to limit PPL Electric's ingress and egress rights; and (3) allow PPL Electric full and unrestricted access to the easement to construct the referenced 230kV electrical transmission line improvements, including installation of a fiber OPGW to replace a current steel shield OHGW.

Respectfully submitted,

**FITZPATRICK LENTZ & BUBBA, P.C.**

BY: 

Joseph S. D'Amico, Jr.

I.D. No. 55645

4001 Schoolhouse Lane, P.O. Box 219

Center Valley, PA 18034-0219

(610) 797-9000

Attorney for Plaintiff PPL Electric  
Utilities Corporation

**VERIFICATION**

I, COLLEEN KESTER, hereby state and aver that I am authorized to sign this Verification on behalf of PPL Electric Utilities Corporation, formerly known as Pennsylvania Power & Light Company, and that I have read the foregoing Petition. The factual statements contained therein are true and correct to the best of my knowledge, information and belief. This statement is made subject to the penalties of 18 Pa. C.S.A. § 4904 relating to unsworn falsification to authorities, which provides that if I make knowingly false statements, I may be subject to criminal penalties.

FOR:

**PPL Electric Utilities Corporation,  
formerly known as Pennsylvania Power  
& Light Company**

DATE: 6/9/14

  
\_\_\_\_\_  
COLLEEN KESTER,  
Manager-Transmission Right of Way/Land Acquisition

**EXHIBIT "A"**

IN THE COURT OF COMMON PLEAS OF LUZERNE COUNTY, PENNSYLVANIA  
CIVIL DIVISION

PPL ELECTRIC UTILITIES :  
CORPORATION f/k/a PENNSYLVANIA : No.  
POWER AND LIGHT COMPANY, :  
Plaintiff, :  
vs. :  
MARC W. CHERVINITSKI, SR. and :  
KIMBERLY A. CHERVINITSKI, :  
Defendants. :

**NOTICE**

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claims or relief requested by the plaintiff. You may lose money or property or other rights important to you.

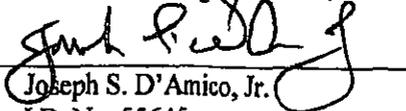
YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Legal Services of Northeastern PA, Inc.  
410 Bicentennial Building  
15 Public Square  
Wilkes-Barre, PA 18701  
570-825-8567

FITZPATRICK LENTZ & BUBBA, P.C.

BY:

  
Joseph S. D'Amico, Jr.

I.D. No. 55645

4001 Schoolhouse Lane, P. O. Box 219

Center Valley, PA 18034-0219

(610) 797-9000

Attorney for Plaintiff

**IN THE COURT OF COMMON PLEAS OF LUZERNE COUNTY, PENNSYLVANIA  
CIVIL DIVISION**

PPL ELECTRIC UTILITIES :  
CORPORATION f/k/a PENNSYLVANIA :  
POWER AND LIGHT COMPANY, :  
Plaintiff, :  
vs. :  
MARC W. CHERVINITSKI, SR. and :  
KIMBERLY A. CHERVINITSKI, :  
Defendants. :

**COMPLAINT**

Plaintiff PPL Electric Utilities Corporation, formerly known as Pennsylvania Power & Light Company (“PPL Electric”), through its attorneys Fitzpatrick Lentz & Bubba, P.C. files a Complaint against Defendants Marc and Kimberly Chervinitski as follows:

1. PPL Electric is a corporation and regulated public utility lawfully doing business in the Commonwealth of Pennsylvania with its principal place of business located at 2 North Ninth Street, Allentown, Pennsylvania 18101.
2. Upon information and belief, Defendants Marc W. Chervinitski, Sr. and Kimberly A. Chervinitski are adult individuals and husband and wife with an address of 347 Johns Road, Exeter Township, PA 18643.
3. Defendants are the owners of the approximate 7.338 acre 347 Johns Road parcel at issue pursuant to a Deed dated March 31, 2010 recorded at Deed Book Vol. 3010, page 56534 (Instrument No. 5910917). A copy of the recorded deed is attached as Exhibit “1”.
4. Prior to Defendants’ acquisition of the property, the parcel was subdivided from a larger parcel and, at all material times, has been subject to an October 20, 1969 right of way or easement agreement between PPL Electric and Defendants’ predecessors in title, John F.

Hoffman and Elva L. Hoffman, his wife. The right of way agreement is recorded at Deed Book 1703, Page 207 and is attached as Exhibit "2".

5. Pursuant to the right of way agreement, John and Elva Hoffman for themselves as well as their heirs, executors and assigns, irrevocably granted and conveyed to Pennsylvania Power & Light Company, its successors and assigns (i.e. "PPL Electric"):

*the right to construct, operate and maintain, and from time to time to reconstruct its electrical lines including such poles, towers, cables and wires above and under the surface 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 and assigns, upon, across, over and along a strip of land 150 feet in width . . . (Emphasis added.)*

6. The right of way also granted to PPL Electric access:

*...upon, across, over, under and along the roads, streets and highways adjoining the said property, as shown on the 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 and assigns, may at any time interfere with the construction, reconstruction, maintenance or operation of the said electric lines, poles towers, wires, cables or other fixtures and apparatus, or menace the same, and in connection therewith, 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 payment do hereby release and quitclaim the said PENNSYLVANIA POWER & LIGHT COMPANY, its successors and assigns,*

*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 electric lines, or the cutting down, trimming or removal of any and all trees, brush or other undergrowth on said premises.*  
(Emphasis added.)

7. The Agreement also specifically provided that PPL Electric:

*shall not be limited in its or their enjoyment of the rights hereby granted to such electric lines, poles, towers, wires, cables, fixtures and apparatus as may be first constructed on said strip of land, and that the said Company, its successors and assigns shall have at all times in the future, the right to construct, operate and maintain, and from time to time to reconstruct additional electric lines, poles, towers, wires, cables, fixtures and apparatus upon, across, over, under or along the said strip of land.* (Emphasis added.)

8. Consistent with its easement rights, PPL Electric constructed what it generally refers to as the Stanton-Jenkins Line.

9. The existence of the right of way and the transmission line and accompanying structures have been open and obvious for decades as reflected by both a visual observation or as referenced in the chain of the title since 1969.

10. As a result of growth in northeast Pennsylvania since the right of way was obtained in 1969, the demand for electric service and capacity has increased.

11. PPL Electric needs to strengthen and increase the electrical delivery system in Luzerne County to make sure it can deliver enough power to supply homes and businesses.

12. In fulfillment of its role and duty to provide reliable electric service to customers in its assigned and regulated markets, PPL Electric undertook a detailed study and analysis, including careful consideration of public interests, developing a number of improvements.

13. The routes that PPL Electric selected for electrical system improvements in northeast Pennsylvania took into consideration various factors; including, where appropriate, working within existing rights of way.

14. PPL Electric concluded, among other things, the addition of a second 230kV circuit along the Stanton-Jenkins Line, was necessary to fulfill its role and duty.

15. The addition of a second circuit to the Stanton-Jenkins 230kV line was reviewed and approved by the Pennsylvania Public Utility Commission ("PUC") by an Order dated November 14, 2013. A copy of the Order is attached as Exhibit "3".

16. The second circuit will run the same course as the existing transmission line on the Chervinitski property within the existing 150-foot wide easement.

17. As part of the addition of the second 230 kV circuit and maintenance/improvement of the electrical infrastructure, one of the existing steel shield overhead ground wires (referred to as an OHGW) will be removed and replaced with .752" 48 fiber OPGW. The OPGW serves the same purpose as an OHGW (lightning protection, fault current dissipation, grounding, etc.), plus it adds a communication path between substations for relay communications and PPL Electric's fiber ring. The fiber optic technology did not exist when the line was originally constructed.

18. PPL Electric and its representatives have communicated numerous times with the Chervinitskis and their representatives concerning PPL Electric's improvements and access to the right of way.

19. Rather than cooperate and adhere to the easement agreement, Defendants have denied PPL Electric access to the property and threatened PPL Electric with claims of trespass.

20. Additionally, the Chervinitskis have raised an objection to the PPL Electric utilization of the fiber cable OPGW to replace a steel shield OHGW.

21. PPL Electric's rights within the easement are superior to the Defendants' rights within the easement.

22. Further, PPL Electric has a full and complete right of ingress and egress in a manner it finds reasonable, efficient and safe.

23. Defendants cannot dictate or limits PPL Electric's access.

24. All efforts by PPL Electric to work cooperatively with the Chervinitskis have failed.

25. At all material times, PPL Electric has acted within its rights and for the greater public benefit.

26. Defendants' actions have impeded and will impede PPL Electric's construction of the necessary improvements to the electrical delivery system in northeast Pennsylvania.

27. Delay in PPL Electric's access may delay the electrical system improvements as well as impose additional costs and unnecessary risk to the provision of a reliable electrical system to the public.

28. Greater injury would result to PPL Electric than to Defendants if PPL Electric was denied access to the property to install the intended improvements.

29. PPL Electric requests that Defendants be enjoined from interfering with its rights to avoid delay in the project and to restore to the parties to the legal status as contemplated by the right of way agreement.

30. PPL Electric's right to relief is clear.

31. PPL Electric is likely to prevail on the merits of the action.

32. This Complaint and ultimate issuance of a mandatory injunction is reasonably suited to achieve the requested relief, i.e. PPL Electric's access to the property to construct the

Stanton - Jenkins 230kV transmission line improvements and to maintain it and the existing line in a reasonable, safe and proper environment.

33. The requested relief will not adversely affect the public's interest and is authorized by Pa.R.C.P. 1531. In fact, the public interest is served by granting PPL Electric the relief it requests.

34. Defendants' interference constitutes actionable conduct entitling PPL Electric to equitable relief.

35. Moreover, Defendant may also be liable to PPL Electric for any construction delays or additional burdens including, additional costs, potentially incurred by PPL Electric due to delay and interference with its timely completion of the planned improvements.

WHEREFORE, PPL Electric requests this Honorable court issue a mandatory injunction against Marc W. Chervinitski, Sr. and Kimberly A. Chervinitski to (1) prohibit Defendants from further interference with PPL Electric's rights; (2) enjoin Defendants' attempts to limit PPL Electric's ingress and egress rights; (3) allow PPL Electric full and unrestricted access to the easement to construct the referenced 230kV electrical transmission line improvements, including installation of a fiber OPGW to replace a current steel shield OHGW; and (4) award such compensatory damages deemed just and proper, together with an award of costs of suit.

Respectfully submitted,

FITZPATRICK LENTZ & BUBBA, P.C.

BY:



Joseph S. D'Amico, Jr.

I.D. No. 55645

4001 Schoolhouse Lane, P. O. Box 219

Center Valley, PA 18034-0219

(610) 797-9000

Attorney for Plaintiff

**VERIFICATION**

I, COLLEEN KESTER, hereby state and aver that I am authorized to sign this Verification on behalf of PPL Electric Utilities Corporation, formerly known as Pennsylvania Power & Light Company, and that I have read the foregoing Complaint. The factual statements contained therein are true and correct to the best of my knowledge, information and belief. This statement is made subject to the penalties of 18 Pa. C.S.A. § 4904 relating to unsworn falsification to authorities, which provides that if I make knowingly false statements, I may be subject to criminal penalties.

FOR:

**PPL Electric Utilities Corporation,  
formerly known as Pennsylvania Power  
& Light Company**

DATE:

6/9/14

Colleen Kester  
COLLEEN KESTER,

Manager-Transmission Right of Way/Land Acquisition

**EXHIBIT "1"**

# THIS DEED

MADE THE 31<sup>st</sup> day of MARCH, in the year of our Lord two thousand and ten (2010).

**BETWEEN** JOHN F. HOFFMAN, III, single, of the Borough of Millville, County of Columbia and Commonwealth of Pennsylvania.

Grantor

-A - N - D -

MARC W. CHERVINITSKI, SR. and KIMBERLY A. CHERVENITSKI, his wife, of the Borough of West Pittston, County of Luzerne and Commonwealth of Pennsylvania.

Grantees

**WITNESSETH**, that in consideration of **NINETY-FIVE THOUSAND and 00/100 (\$95,000.00)** Dollars, in hand paid, the receipt whereof is hereby acknowledged; the said Grantor does hereby grant and convey to the said Grantees, their heirs and assigns,

**ALL** that certain lot, piece or parcel of land situated, lying and being in the Township of Exeter, County of Luzerne and State of Pennsylvania, bounded and described as follows, to wit:

**BEGINNING** at a point on line of land now or formerly of John and Elva Hoffman at the southwesterly corner of land of Robert and Dorothy Gadomski, as shown on map recorded in Luzerne County Deed Book 1799, page 247, said point being southerly two hundred (200) feet from the southerly right-of-way line of Legislative Route 40048, commonly know as Mount Zion Road; **THENCE** South 76° 05' 30" East, four hundred fifty-nine and ninety one hundredths (459.90) feet along said Gadomski land to a corner in line of land formerly of Myrtle M. Vosburg; **THENCE** South 04° 18' 20" West, ninety-two and ninety-five one hundredths (92.95) feet along said Vosburg land to a corner; **THENCE** South 71° 20' 00" East, four hundred forty (440) feet along and of Vosburg to a corner on line of land now or formerly of Casper Oberdorfer; **THENCE** South 04° 18' 20" West, two hundred forty-one and seventy-four one hundredths (241.74) feet along land of Oberdorfer to a corner; **THENCE** North 86° 01' 10" West, three hundred eight and twelve one hundredths (308.12) feet along other land of John and Elva Hoffman to a three-foot diameter oak tree; **THENCE** continuing along on said line and along land of John and Elva Hoffman, North 86° 01' 10" West, five hundred one and fifty one hundredths (501.50) feet to a corner; **THENCE** the following three courses and distances along land of John and Elva Hoffman: (1) North 03° 17' 45" East, three hundred twenty-six and twenty-seven one hundredths (326.27) feet; (2) North 44° 35' 45" West, fifty-six and thirty-eight one hundredths (56.38) feet; and (3) north 03° 23' 10" West, one hundred sixty-three and thirty-three one hundredths (163.33) feet to the **POINT OF BEGINNING**.

**CONTAINING** 7.388 acres.

**SUBJECT** to a tower line easement.

**TOGETHER** with the right to use a 20-foot wide access road for ingress, egress and regress from Legislative Route 40048 through land of Grantor and formerly of John and Elva Hoffman to the above-mentioned parcel of land as

described in Luzerne County Deed Book 2102, Page 1196 and Luzerne County Deed Book 2410, Page 28. Grantor reaffirms the existence of the easement herein.

BEING the same premises conveyed to John F. Hoffman, III, the Grantor herein by Deed of John F. Hoffman, III and Mary Hoffman, his wife, dated January 27, 1992 and recorded in the Office of the Recorder of Deeds, in and for Luzerne County, in Deed Book 2410, Page 28, et seq.

PIN# CU00A41G



I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office of Luzerne County, Pennsylvania.

*James O'Brien*

JAMES O'BRIEN  
RECORDER OF DEEDS

| RECORDER OF DEEDS<br>Luzerne County<br>PENNSYLVANIA |          |
|---|----------|
| INSTRUMENT NUMBER<br>8910917                        |          |
| RECORDED ON<br>Apr 07, 2010<br>11:03:23 AM          |          |
| Book/Page: RRO/3010/86524<br>Total Pages: 4         |          |
| PA WHIT TAX   | \$0.50   |
| PA REALTY TAX                                       | \$980.00 |
| TOS/ACCESS TO JUSTICE                               | \$23.50  |
| Luzerne County                                      | \$13.00  |
| RECORDING FEE                                       |          |
| Luzerne County Archives                             | \$2.00   |
| FEE   |          |
| Luzerne Recorder's                                  | \$9.00   |
| ARCHIVES FEE  |          |
| Luzerne County Housing                              | \$13.00  |
| TRUST FUND  |          |
| Luzerne County PIN                                  | \$10.00  |
| CERTIFICATIONS COLLECTED                            |          |
| WYOMING REALTY TAX                                  | \$475.00 |

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREBIN AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHTS TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THIS INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT, OR MODIFY ANY LEGAL RIGHTS OR ESTATE OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT.

AND the said Grantor WILL WARRANT Specially  
the property hereby conveyed.

IN WITNESS WHEREOF, said Grantor has hereunto set his hand and seal the day and year  
first above written.

SIGNED, SEALED AND DELIVERED I  
IN THE PRESENCE OF ]

..... ]  
..... ]  
..... ]  
JOHN F. HOFFMAN, III  
[SEAL]  
[SEAL]  
[SEAL]

COMMONWEALTH OF PENNSYLVANIA ]  
] ss.  
COUNTY OF LUZERNE ]

On this, the 31<sup>st</sup> day of March, A.D. 2010, before me,  
the undersigned Officer, personally appeared JOHN F.  
HOFFMAN, III known to me (or satisfactorily proven) to be the person whose name is/are subscribed to the  
within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.  
Jennifer F. Borowski  
\_\_\_\_\_  
(Title of Officer)

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
Jennifer F. Borowski - Notary Public  
WILKES-BARRE TWP, LUZERNE COUNTY  
MY COMMISSION EXPIRES APR. 01, 2016

CERTIFIED PROPERTY IDENTIFICATION NUMBERS  
C11 -A -41G -T ERCTER TOWNSHIP  
CERTIFIED 04/07/2010 BY LG



**EXHIBIT "2"**

STANTON-JENKINS LINE 7

14

Know all Men by these Presents, That We, John F. Hoffman and Elva L. Hoffman, his wife

of R.D. 1 Pittston Pa 18643

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, and in consideration of the further sum of Thirty Three Hundred and No (\$300.00) dollars to be paid to us when the rights hereby granted are exercised by the said Company, do hereby, for ourselves & our heirs, executors, administrators and assigns, irrevocably grant and convey unto the said PENNSYLVANIA POWER & LIGHT COMPANY, its successors and assigns, 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 surface 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 and assigns, upon, across, over, under and along a strip of land 150 feet in width, said strip being a part of the property which we own, or in which we have any interest in the Township of Luzerne

County of Luzerne

Commonwealth of Pennsylvania, and upon, across, over, under and along the roads, street and highways adjoining the said property, as shown on the 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 and assigns, may at any time interfere with the construction, reconstruction, maintenance or operation of the said electric lines, poles, towers, wires, cables or other fixtures and apparatus, or menace the same, and in connection therewith, 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 do hereby release and quitclaim the said PENNSYLVANIA POWER & LIGHT COMPANY, its successors and assigns, 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 electric lines, or the cutting down, trimming or removal of any and all trees, brush or other undergrowth on said premises.

And, further, in consideration of said payments, we do hereby covenant and agree for ourselves & our

and our heirs, executors, administrators and assigns, to and with the said PENNSYLVANIA POWER & LIGHT COMPANY, its successors and assigns, 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, and that the said Company, its successors and assigns, shall not be limited in its or their enjoyment of the rights hereby granted to such electric lines, poles, towers, wires, cables, fixtures and apparatus as may be first constructed on said strip of land, but that the said Company, its successors and assigns, shall have, at all times in the future, the right to construct, operate and maintain, and from time to time to reconstruct additional electric lines, poles, towers, wires, cables, fixtures and apparatus upon, across, over, under or along the said strip of land.

Witness our hand and seal this 22th day of October 1929  
Signed, sealed and delivered in the presence of:  
John F. Hoffman (SEAL)  
Elva L. Hoffman (SEAL)

Received 24th Aug 1929 of PENNSYLVANIA POWER & LIGHT COMPANY the sum of Thirty Three Hundred and No Dollars, in full payment of the further consideration above mentioned.  
John F. Hoffman  
Elva L. Hoffman

GRID # 52930 14180  
SEPARATE FILES

SEP 25 1970

MUNICIPALITY... *Edinetburg*  
TRANSFER TAX PAID... *3.30*

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF *Luzerne* )

On this *20* day of *October*, 19*69*, before me, a Notary Public for the Commonwealth aforesaid, commissioned for and residing in the *Justice of the Peace* County of *Luzerne*, came the above named *John Hoffmann and Elizabeth Hoffmann his wife* and acknowledged the foregoing instrument to be *their* act and deed, and desired the same to be recorded as such.

AGENT: *BANK CASTLENS*  
Notary Public  
My commission expires *Jan. 1, 1971*

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF \_\_\_\_\_ )  
On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, a Notary Public for the Commonwealth aforesaid, commissioned for and residing in the \_\_\_\_\_ of \_\_\_\_\_ County of \_\_\_\_\_, came the above named \_\_\_\_\_ and acknowledged the foregoing instrument to be \_\_\_\_\_ act and deed, and desired the same to be recorded as such.



Notary Public  
My commission expires \_\_\_\_\_

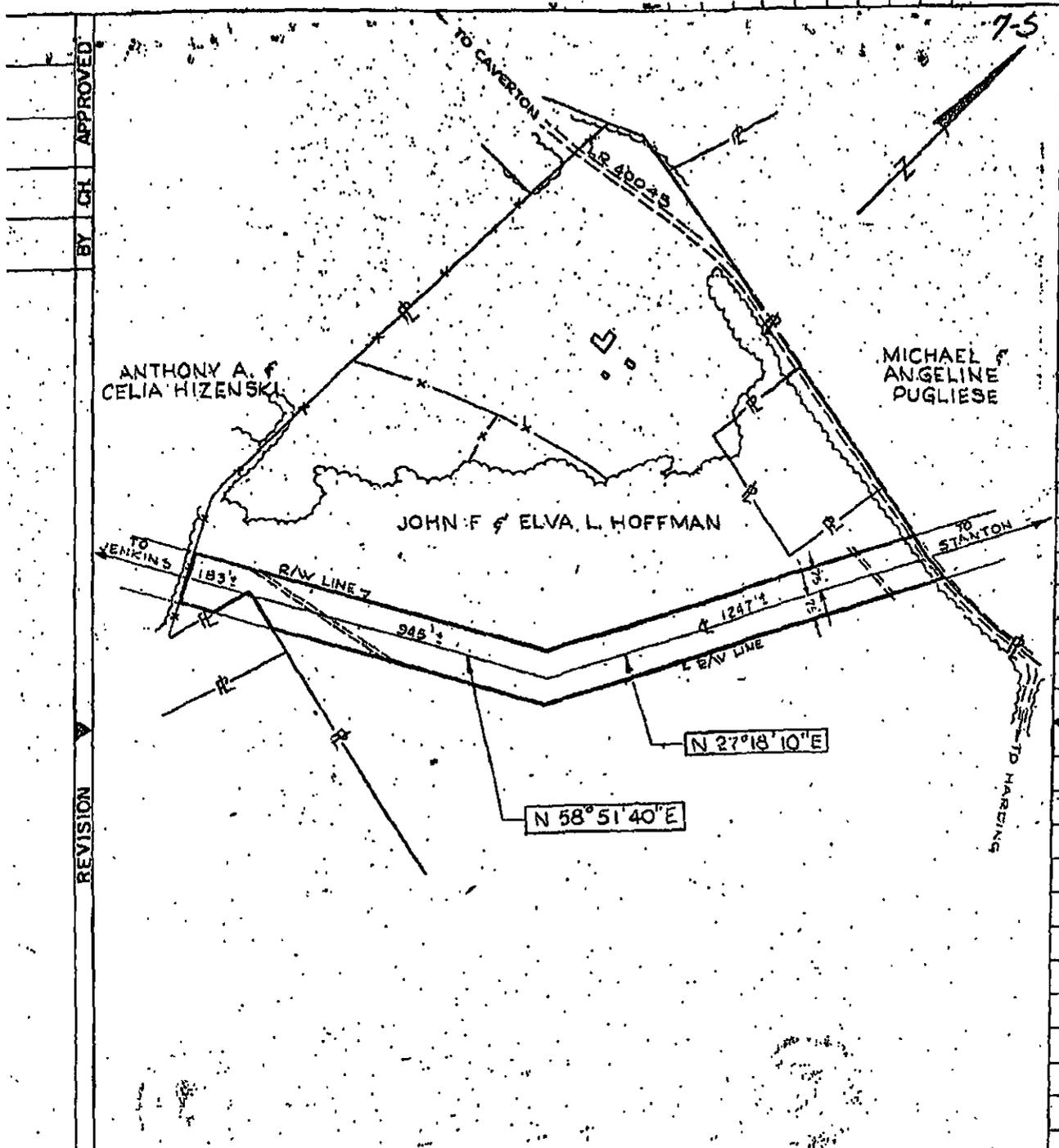
COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF \_\_\_\_\_ )  
On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, a Notary Public for the Commonwealth aforesaid, commissioned for and residing in the \_\_\_\_\_ of \_\_\_\_\_ County of \_\_\_\_\_, came the above named \_\_\_\_\_ and acknowledged the foregoing instrument to be \_\_\_\_\_ act and deed, and desired the same to be recorded as such.

Notary Public  
My commission expires \_\_\_\_\_

Recorded in the Office for Recording of Deeds in and for *Luzerne* County, in *deed* Book *1703* Page *207*, etc.  
WITNESS my hand and seal of Office this *25* day of *Sept* 19*70*

*Frank C. Castelling*  
Recorder

BOOK 1703 PAGE 208



BY CHL APPROVED

REVISION

NO DATE ER

ANTHONY A. & CELIA HIZENSKI

MICHAEL & ANGELINE PUGLIESE

JOHN F. & ELVA L. HOFFMAN

TO JENKINS

RAW LINE 7

TO STANTON

N 27° 18' 10" E

N 58° 51' 40" E

TO HARDING

BOOK 1703 PAGE 209

*J. W. Krews*  
7S

|               |  |
|---------------|--|
| ER-121071-50  | STANTON - JENKINS                            |
| ER-           | PLAN SHOWING ELECTRIC LINE RIGHT OF WAY OVER |
| ER-           | PROPERTY OF                                  |
| SCALE-1"=400' | JOHN F. & ELVA L. HOFFMAN                    |
| DATE-6-29-70  | EXETER TWP., LUZERNE CO., PA.                |
| DRAWN-        | PENNSYLVANIA POWER & LIGHT COMPANY           |
| CHECKED-      |  |
| LEADER-       | ALLENTOWN, PA.                               |
| APPROVED-     | APPROVED <i>S. W. Krews</i>                  |
| APPROVED-     | TRANSMISSION LINE ENGINEER LA-93707-0        |

1096  
Lazertis Co.

33.01  
Guthrie, Pa.

(2)

HEBERT OF VAN GRANT

JOHN P. HOFFMAN, JR. TX.

ENTERED FOR RECORD

at 9:50 a.m.

SEP 25 1970

g 35

Tax and Fees \$

Frank R. Costello

RECORDED

to

FRANK R. COSTELLO, POWER & LIGHT CO.

Recorded in the Office for Recorder of Deeds, No. 1000  
Luzerne County, Pennsylvania, No. 1000  
Book No. 207  
Page No. 25  
Witness the Hand and Seal of Office this 25th  
day of September, 1970  
Frank R. Costello, Recorder

**EXHIBIT "3"**

**PENNSYLVANIA  
PUBLIC UTILITY COMMISSION  
Harrisburg, PA 17105-3265**

Public Meeting held November 14, 2013

Commissioners Present:

Robert F. Powelson, Chairman  
John F. Coleman, Jr., Vice Chairman  
James H. Cawley  
Pamela A. Witmer  
Gladys M. Brown

Letter of Notification of PPL Electric  
Utilities Corporation, Filed Pursuant to  
52 Pa. Code Chapter 57 Subchapter G,  
With respect to the Addition of a Second  
230 kV Circuit to the Jenkins-Stanton Line  
In Plains, Jenkins and Exeter Townships,  
And in Wyoming and Exeter Boroughs,  
Luzerne County, Pennsylvania.

A-2013-2380667

**ORDER**

**BY THE COMMISSION:**

On August 26, 2013, PPL Electric Utilities Corporation ("PPL Electric") filed a Letter of Notification ("LON") pursuant to Chapter 57, Subchapter G of the Commission's regulations at 52 Pa. Code §57.72(d)(1)(i), governing the siting and construction of high voltage transmission lines to be located entirely within an existing transmission line right-of-way. Section 57.72 in general authorizes the abbreviated "Letter of Notification" siting application process in lieu of an application for the following:

- (i) An HV line which is proposed to be located entirely on an

existing transmission line right-of-way, so long as the size, character, design, or configuration, of the proposed HV line does not substantially alter the right-of-way.

- (ii) An HV line which is proposed to be located entirely within a public road.
- (iii) An HV line which is proposed to be located entirely within applicant's existing transmission line right-of-way and the property of the sole customer to be served by the line, so long as the size, character, design, or configuration of the proposed HV line does not substantially alter the right-of-way.
- (iv) A line for which the voltage is proposed to be increased above its present levels, so long as the size, character, design, or configuration of the proposed HV line does not substantially alter the right-of-way.
- (v) An HV which is to be recondored or reconstructed so long as the size, character, design, or configuration of the proposed HV line does not substantially alter the right-of-way.
- (vi) An HV line having a proposed route of 2 miles or less.

Copies of the LON were served in accordance with Section 57.72(d) (3) and 57.74 (b), (c) on the PA Department of Transportation, PA Historical and Museum Commission, PA Department of Environmental Protection, Luzerne County Planning Commission, Luzerne County Council, Exeter Borough Council, Exeter Township, Jenkins Township Supervisors, Plains Township Commissioners, Wyoming Borough

Council and other interested parties as listed in the Certificate of Service. No protest was filed. No hearing was held.

PPL Electric requests Commission approval to add a second 230 kV circuit to the existing Jenkins-Stanton 230 kV single circuit Transmission Line. The project, which will be located in Plains, Jenkins and Exeter Townships and in Wyoming and Exeter Boroughs, Luzerne County, is needed to resolve a violation of PJM reliability planning criteria. According to PPL Electric, adding the second 230 kV circuit to the existing Jenkins-Stanton 230 kV Line will create 8.5 miles of double-circuit line from the Jenkins 230-69 kV Substation to the Stanton 230-69 kV Substation. This new double-circuit Line will become the new Jenkins-Stanton #1 & #2 230 kV Line. PPL Electric states that as a result of the proposed modifications to the existing single-circuit transmission line, creating the new double-circuit transmission line, the 60,600 customers served from the Jenkins 230-69 kV Substation will have improved reliability of service in the event of a NERC Category C contingency (N-1-1)<sup>1</sup> that, absent the proposed circuit, would interrupt more than 300 MW of load at Jenkins 230-69 kV Substation. The loss of greater than 300 MW of load for the N-1-1 criteria test would violate PJM's Reliability Planning Criteria.

Further, PPL Electric states that it has recorded a greater than 300 MW load at the Jenkins 230-69 kV Substation in 2013 during recent heavy load periods. In addition, due to load growth in the area, transmission planning studies project that the peak load served by the Jenkins 230-69 kV Substation will exceed 300 MW for 2016 and beyond.

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<sup>1</sup> NERC Category C criteria require the system to be stable and within applicable equipment thermal ratings and system limits under a variety of multiple facility contingency events, i.e., with two elements of the system out of service. Such events include the loss of one system element followed by system readjustments, and then the loss of a second system element (i.e., NERC Category C.3). This is referred to as the "n minus 1 minus 1" or "n-1-1" criteria.

PPL Electric states that it has determined, and confirmed with PJM, that the addition of the Jenkins-Stanton #2 230 kV circuit will resolve the violation of the PJM Reliability Planning Criteria in PJM Manual 14B. PPL Electric believes that after completion of the Project, an outage on the Susquehanna-Jenkins 230 kV Line followed by an outage on the Jenkins-Stanton #1 230 kV Line would meet all PJM reliability planning criteria.

PPL Electric explains that the existing Jenkins-Stanton 230 kV line was designed for double circuit operation to utilize six (6) 1590 kcmil ACSR conductors and it is currently operating with a single circuit which consists of three conductors. PPL Electric, at this time intends to utilize the double circuit capacity by stringing the second circuit with three (3) 1590 kcmil conductors. PPL Electric will also be replacing the existing 3/8" Steel overhead ground wire with a single 48 count optical ground wire for lightning protection and fiber optic communication capability for operational purposes. The existing line is supported by fifty (50) lattice tower structures and one monopole steel angle structure. The average height of the existing structures is approximately 140 feet.

PPL Electric states that the Project involves the installation of two (2) additional steel monopoles. These new structures will be on foundations. One monopole structure will be approximately 100 feet tall and will be used in conjunction with the existing monopole angle structure to carry the second circuit. The other monopole will be approximately 160 feet tall and will be used to connect the Mountain-Stanton Line to the tower currently carrying the Susquehanna 2- Stanton Line. The Susquehanna 2-Stanton Line will be removed as part of the Susquehanna-Roseland Project, and this tower will be utilized to transfer the existing Mountain-Stanton Line off the structure which it currently shares with the existing Jenkins-Stanton #1 230 kV Line. The Project is located in part on property owned in fee by PPL Electric and in part within existing PPL Electric transmission line right-of-way. Both the property owned in fee and

the right-of-way, contain existing electrical facilities which will be upgraded. No additional property rights are required to complete this Project.

PPL Electric states that the proposed Jenkins-Stanton Project will not create any unreasonable risk or danger to the public health or safety. The proposed Project will be designed, constructed, operated, and maintained in a manner that meets or surpasses all applicable National Electric Safety Code ("NESC") minimum standards and will meet all applicable legal requirements. Further, PPL Electric states that the proposed Project will have minimal incremental impacts on the surrounding areas due to the fact that the Project is located in areas that contain existing PPL Electric transmission facilities which will be upgraded. Only two new structures will be required; 50 existing structures will be utilized. Interference with existing land uses will be further minimized because, where possible, PPL Electric will use previously established access roads for construction. Any interference with land use for access roads will be temporary.

According to PPL Electric, the proposed Project was reviewed with representatives of Plains, Jenkins and Exeter Townships and representatives of Wyoming and Exeter Boroughs as well as representatives of Luzerne County. The Townships, Boroughs and the County had no objection to the Project.

The total estimated cost of the proposed Project is approximately \$8.8 million, which will be paid for by PPL Electric. This total includes \$8 million for the transmission line and \$800,000 for the substation work. The construction is scheduled to begin in March 2014 in order to meet a scheduled in-service date of November 2014.

Upon review, the Commission finds that PPL Electric's LON and manner in which it was filed conform to the Commission's regulations of 52 Pa. Code 57.72(d)(1)(i) because the Project will be located entirely on an existing

transmission line right-of-way and the size, character, design and configuration of the existing steel lattice towers will not be altered by the Project in any material way. Also, the proposed new facility is necessary to meet the increasing demand for electricity and improve reliability of service in Jenkins, Plains, Wright, Bear Creek and Hanover Townships, Yatesville, Avoca, Dupont and Laflin Boroughs, the City of Wilkes-Barre in Luzerne County and in the City of Scranton and Moosic Borough, in Lackawanna County. Above all, the Commission has reviewed the filing and finds it to be consistent with applicable law or Commission policy regarding transmission line siting. We recommend that the Application be approved; **THEREFORE,**

**IT IS ORDERED:**

1. That the Application filed by PPL Electric for the addition of a second 230 kV circuit to the Jenkins-Stanton Line in Plains, Jenkins and Exeter Townships, and in Wyoming and Exeter Boroughs, Luzerne County, Pennsylvania is hereby approved.
2. That this proceeding at Docket No. A-2013-2380667 be closed.

**BY THE COMMISSION,**



Rosemary Chiavetta  
Secretary

(SEAL)

ORDER ADOPTED: November 14, 2013

ORDER ENTERED: November 14, 2013

COPY

IN THE COURT OF COMMON PLEAS OF LUZERNE COUNTY, PENNSYLVANIA  
CIVIL DIVISION

PPL ELECTRIC UTILITIES  
CORPORATION f/k/a PENNSYLVANIA  
POWER AND LIGHT COMPANY,  
Plaintiff,

No.

2014-7202

vs.

MARC W. CHERVINITSKI, SR. and  
KIMBERLY A. CHERVINITSKI,  
Defendants.

FILED  
PROTHONOTARY  
LUZERNE COUNTY  
2014 JUN 13 AM 9:11

**PPL ELECTRIC'S BRIEF IN SUPPORT OF  
PETITION SEEKING A PRELIMINARY INJUNCTION**

Plaintiff/Petitioner PPL Electric Utilities Corporation ("PPL Electric") submits the following in support of its Petition for a Preliminary Injunction.

**I. STATEMENT OF THE FACTS**

**A. Procedural History**

PPL Electric initiated this action by filing a Complaint on June 13, 2014. Contemporaneous with this Brief, PPL Electric has also filed a Petition seeking preliminary injunctive relief.

**B. Factual History**

PPL Electric, formally known as Pennsylvania Power and Light Company, is a regulated public utility with its principal place of business located at 2 North Ninth Street, Allentown, Pennsylvania 18101. Defendants own a 7.339± acre parcel with an address of 347 Johns Road, Exeter Township, PA 18643. The Defendants' parcel was subdivided from a larger parcel and, at all material times, has been subject to an October 20, 1969 right of way or easement agreement executed by PPL Electric and Defendants' predecessors in title, John F. Hoffman and Elva L. Hoffman, his wife.

Pursuant to the right of way agreement, the Hoffmans, for themselves, heirs and assigns irrevocably granted and conveyed to PPL Electric the following:

*...the right to construct, operate and maintain, and from time to time to reconstruct its electrical lines including such poles, towers, cables and wires above and under the surface 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 and assigns, upon, across, over and along a strip of land 150 feet in width . . . (Emphasis added.)*

The right of way also granted to PPL Electric access:

*. . . upon, across, over, under and along the roads, streets and highways adjoining the said property, as shown on the 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 and assigns, may at any time interfere with the construction, reconstruction, maintenance or operation of the said electric lines, poles towers, wires, cables or other fixtures and apparatus, or menace the same, and in connection therewith, 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 payment do hereby release and quitclaim the said PENNSYLVANIA POWER & LIGHT COMPANY, its successors and assigns, 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 electric lines, or the cutting down, trimming or removal of any and all trees, brush or other undergrowth on said premises. (Emphasis added.)*

The Agreement also specifically provided that PPL Electric:

*shall not be limited in its or their enjoyment of the rights hereby granted to such electric lines, poles, towers, wires, cables, fixtures and apparatus as may be first constructed on said strip of land, and that the said Company, its successors and assigns shall have at all times in the future, the right to construct, operate and maintain, and from time to time to reconstruct additional electric lines, poles, towers, wires, cables, fixtures and apparatus upon, across, over, under or along the said strip of land. (Emphasis added.)*

Consistent with its easement rights, PPL Electric constructed what it generally referred to as the Stanton-Jenkins Line which traverses the Defendants' property.

The existence of the right of way and the transmission line (and its accompanying structures) have been open and obvious for decades as reflected by a visual observation or as referenced in the chain of the title since 1969.

The demand for electric service and capacity in northeast Pennsylvania has increased since 1969. PPL Electric needs to strengthen and increase the electrical delivery system in, among other places, Luzerne County.

In fulfillment of its role and duty to provide reliable electric service to customers in its assigned and regulated markets, PPL Electric developed a number of improvements to its electrical system for the project that generally became known as the PPL Northeast/Pocono Reliability Project.

One of the planned improvements was the addition of a second 230kV circuit to the Stanton-Jenkins line. Additionally, one of the existing overhead steel shield ground wires (referred to as an OHGW) will be removed and replaced with .752" 48 fiber OPGW. The OHGW serves the same purpose as an OHGW (i.e. lightning protection, fault current dissipation, grounding, etc.). It also adds a communication path between PPL Electric substations (for relay communications and PPL Electric's fiber ring) a technology that did not exist when the line was original constructed. The improvements planned by PPL Electric were approved by the Pennsylvania Public Utility Commission ("PUC") by an Order dated November 14, 2013.

PPL Electric and its representatives have communicated numerous times with the Chervinitskis and their representatives concerning PPL Electric's planned improvements and access to the right of way. Rather than cooperate and adhere to the easement agreement,

Defendants have denied PPL Electric access to the property and threatened PPL Electric with claims of trespass.

Additionally, the Chervinitskis have raised an objection to PPL Electric's utilization of the fiber OPGW to replace a steel shield OHGW.

PPL Electric has a full and complete right to ingress and egress in a manner it finds reasonable, efficient and safe. Moreover, because PPL Electric is acting within its rights and for the greater public benefit, Defendants cannot dictate or limit the access. Because PPL Electric's rights within the easement are superior to the Defendants' rights within the easement and all efforts by PPL Electric to work cooperatively with the Chervinitskis have failed, a Complaint seeking equitable relief was filed.

## **II. STATEMENT OF QUESTION INVOLVED**

**SHOULD DEFENDANTS BE ENJOINED FROM INTERFERING AND RESTRICTING PPL ELECTRIC'S ACCESS TO ITS EASEMENT AND PLANNED IMPROVEMENTS WITHIN THE RIGHT OF WAY?**

**SUGGESTED ANSWER: YES.**

## **III. STANDARD OF REVIEW**

The purpose of a preliminary injunction is "to prevent irreparable injury or gross injustice by preserving the *status quo* as it exists or as it previously existed before the acts complained of in the complaint." Ambrogi v. Reber, 932 A.2d 969, 974 (Pa. Super. 2007), citing Anchel v. Shea, 762 A.2d 346, 351 (Pa. Super. 2000). "A preliminary injunction operates to maintain affairs between the parties as they existed prior to the underlying dispute and 'to compel a wrongdoer to give up the status he appropriated before an action could have been instituted against

him.”” West Penn Specialty MSO, Inc. v. Nolan, 737 A.2d 295, 298 (Pa. Super. 1999), *quoting Herman v. Dixon*, 393 Pa. 33, 36, 141 A.2d 576, 577 (1958)).

The standard for a preliminary injunction is well settled and encompasses a six part test laid out by the Pennsylvania Supreme Court. Each element is a prerequisite to injunctive relief. PPL Electric must show the following:

- 1) The injunction is necessary to prevent immediate and irreparable harm that cannot be adequately compensated by damages;
- 2) Greater injury would result from refusing an injunction than from granting it, and, concomitantly, that the issuance of an injunction will not substantially harm other interested parties in the proceedings;
- 3) A preliminary injunction will properly restore the parties to their status as it existed immediately prior to the alleged wrongful conduct;
- 4) The activity it seeks to restrain is actionable, the right to relief is clear, and that the wrong is manifest. In other words, Petitioner must show it is likely to prevail on the merits;
- 5) The injunction is reasonably suited to abate the offending activity; and
- 6) A preliminary injunction will not adversely affect the public interest.

Warehime v. Warehime, 580 Pa. 201, 209-210, 860 A.2d 41, 46-47 (2004), citing Summit Towne Centre, Inc. v. Shoe Show of Rocky Mount Inc., 573 Pa. 637, 646-647, 828 A.2d 995, 1001 (2003).

#### IV. ARGUMENT

**PPL ELECTRIC IS ENTITLED TO INJUNCTIVE RELIEF BECAUSE BOTH ITS INTERESTS AND THE PUBLIC INTEREST ARE SERVED BY ENJOINING DEFENDANTS FROM THEIR THREATS AND INTERFERENCE WITH PPL ELECTRIC'S RIGHT OF WAY AND ACCESS TO THE RIGHT OF WAY.**

- a. Parts 1 and 2 of the six part test are satisfied because PPL Electric will suffer immediate and irreparable harm that cannot be adequately compensated by damages and greater injury will result to PPL Electric and the public if the injunction is denied than any harm to the Defendants if it is granted.*

Defendants' activities are in direct and purposeful violation of the right of way agreement. PPL Electric possesses an absolute and perpetual right of way, which cannot be obstructed by, or interfered with, by the Defendant. Factoring in the purpose of the easement and planned improvements; i.e., provide adequate and reliable electrical service to homes and businesses in northeast Pennsylvania, only magnifies the need for injunctive relief.

Defendants' threats of trespass and attempts to control PPL Electric's access to the right of way and to limit what improvements it may perform will hinder or prevent PPL Electric from improving and maintaining the 230 kV transmission line. The Defendant's threat present a risk to PPL Electric's employees and contractors who require unobstructed access to the area to construct the vitally important second 230kV circuit and improve the shielding and monitoring of the line with the replacement of one of the current steel OHGW with an advanced fiber OPGW. Inaction presents risks to the community at large because increased demands on the current electrical infrastructure only increases the risk of a delay or disruption in electrical service. See e.g., Texas Eastern Transmission v. Perano, 2005 WL 289932 at \* 8-9 (E.D. Pa. 2005, Memorandum Opinion), aff'd Texas Eastern Transmission, LP v. Perano, 230 Fed. Appx. 134 (3rd Cir. 2007) (granting preliminary injunction to remove encroaching mobile home from Plaintiff gas company's Right of Way and holding that gas company would suffer irreparable harm, in the

absence of an injunction, if mobile home were allowed to remain on the Right of Way, for reasons of public safety).

The Defendants suffer no injury if the injunction is granted. When the Chervinitskis acquired the property they were put on notice of the right of way because it was a public record and the existence of the 230kV line on their property was obvious. The public will benefit if relief is granted because of the enhanced service and reliability of the improved electrical system. The Defendants will equally benefit from an improved electrical infrastructure along with other electric customers in northeast Pennsylvania.

*b. An injunction will restore the parties to their status as it existed immediately prior to the wrongful conduct.*

The Defendants' actions are a direct and purposeful violation of the right of way. Once the Defendants are enjoined from interfering with and obstructing PPL Electric's project, the status of the parties will be as it existed when the right of way was granted and intended.

*c. The activity sought by PPL Electric, i.e., enjoining Defendants' interference, is meritorious.*

An injunction is an appropriate remedy where real property rights are involved. Diamond v. Diamond, 372 Pa. 562, 94 A.2d 569 (1953). Real property rights include, among other things, an easement or restrictive covenant. Thus, when it is clear the covenant has been breached, a building (or other obstructions) may be ordered removed. Gatzmer v. German Roman Catholic St. Vincent Orphans' Asylum, 147 Pa. 313, 23 A. 452 (1892); Lavan v. Menaker, 280 Pa. 591, 124 A. 743 (1924). Similarly, an injunction is appropriate to restrain ongoing interference with an easement. Moyerman v. Glanzberg, 391 Pa. 387, 138 A.2d 681 (1958).

Injunctive relief is available to ensure the easement is honored even if other remedies are also potentially available. The Pennsylvania Superior Court has explained the rationale as follows:

The question of expense or damage cannot be considered. The aggrieved property owner's right is absolute. However hard his acts might be regarded, he asks the Court for the enforcement of a legal right of a positive character with respect to land which it is conceded was wrongfully taken from him. He is entitled to a decree. The rule in such case is founded on sound reason. If damages may be substituted for the land, it will amount to an open invitation to those so inclined to follow a similar course and thus secure valuable property rights. The amount of land involved does not change the situation. Here is a wrongful invasion of a positive right to real property. Ochroch v. Kia-Noury, 947 A.2d 1354, 1356 (Pa.Super. 1985) (citations omitted.)

Similarly, ejectment is also appropriate where the property interest at stake is an easement or right-of-way. Williamstown Borough Authority v. Cooper, 591 A.2d 711, 714 n. 4 (Pa. Super. 1991). As the above demonstrates, broad remedies are utilized to ensure valid property interests are respected.

*d. The wrongfulness of Defendants' threats and interference is clear. An injunction is an appropriate means to abate it.*

By limiting PPL Electric's access to the property, Defendants have *purposefully* interfered with PPL Electric's efforts to provide reliable service to the greater public.

An injunction is the appropriate means to abate the Defendants' wrongful conduct because an injunction is an appropriate remedy to restrain intentional interference with a party exercising clear easement rights. Moyerman v. Glanzberg, 391 Pa. 387, 138 A.2d 681 (1958).

*e. PPL Electric's right to relief will not adversely affect the public interest.*

The Chervinitskis' interference with PPL Electric's efforts is clearly prohibited by the express language of the right of way. The requested relief, i.e., enjoining them from interfering with PPL Electric's activities, will not adversely affect the public interest. Instead it serves to

*protect* the public interest because PPL Electric's improvements to the Stanton-Jenkins line will enhance the provision of a reliable and adequate electrical transmission system in northeast Pennsylvania. The granting of a preliminary injunction in this matter "minimizes the risk of serious harm to life and surrounding property." Texas Eastern Transmission, 2005 WL 289932 at \* 10. Therefore, the public interest is actually protected and enhanced by the grant of injunctive relief.

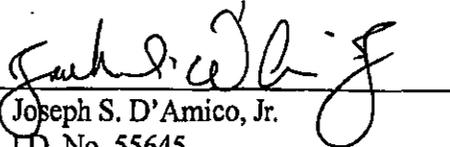
#### IV. CONCLUSION

Because PPL Electric has satisfied the six factor test for issuance of a preliminary injunction, it respectfully requests this Honorable Court grant its Petition and Order the Chervinitskis to cease interfering with the easement and allow PPL Electric and its contractors access to the easement to continue the infrastructure improvements.

Respectfully submitted,

**FITZPATRICK LENTZ & BUBBA, P.C.**

BY:



Joseph S. D'Amico, Jr.

I.D. No. 55645

4001 Schoolhouse Lane, P.O. Box 219

Center Valley, PA 18034-0219

(610) 797-9000

Attorney for Plaintiff

COPY

IN THE COURT OF COMMON PLEAS OF LUZERNE COUNTY, PENNSYLVANIA  
CIVIL DIVISION

PPL ELECTRIC UTILITIES  
CORPORATION f/k/a PENNSYLVANIA  
POWER AND LIGHT COMPANY,  
Plaintiff,

vs.

MARC W. CHERVINITSKI, SR. and  
KIMBERLY A. CHERVINITSKI,  
Defendants.

No. 2014-7208

RULE TO SHOW CAUSE

AND NOW, this 13<sup>th</sup> day of June, 2014 upon consideration of PPL  
Electric Utilities Corporation's Petition for Preliminary Injunction, a Rule is issued upon the  
Defendant to show cause, if any, why the requested injunctive relief should not be granted

RULE RETURNABLE June 18, 2014, at 1:30 a.m./p.m. in  
Courtroom No. TBD of the Luzerne County Courthouse, Wilkes-Barre, Pennsylvania.

BY THE COURT:

s/ Lesa S. Gelb  
J.

2014 JUN 13 AM 9:12

FILED  
PROTHONOTARY  
LUZERNE COUNTY

COPY

IN THE COURT OF COMMON PLEAS OF LUZERNE COUNTY, PENNSYLVANIA  
CIVIL DIVISION

PPL ELECTRIC UTILITIES  
CORPORATION f/k/a PENNSYLVANIA  
POWER AND LIGHT COMPANY,  
Plaintiff,

vs.

MARC W. CHERVINITSKI, SR. and  
KIMBERLY A. CHERVINITSKI,  
Defendants.

No.

2014-720

FILED  
PROthonotary  
LUZERNE COUNTY  
2014 JUN 13 AM 9:09

NOTICE

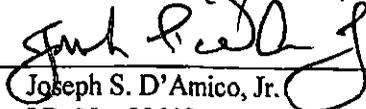
You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claims or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Legal Services of Northeastern PA, Inc.  
410 Bicentennial Building  
15 Public Square  
Wilkes-Barre, PA 18701  
570-825-8567

FITZPATRICK LENTZ & BUBBA, P.C.

BY:   
Joseph S. D'Amico, Jr.

I.D. No. 55645  
4001 Schoolhouse Lane, P. O. Box 219  
Center Valley, PA 18034-0219  
(610) 797-9000  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF LUZERNE COUNTY, PENNSYLVANIA  
CIVIL DIVISION

PPL ELECTRIC UTILITIES :  
CORPORATION f/k/a PENNSYLVANIA :  
POWER AND LIGHT COMPANY, :  
Plaintiff, :

vs. :

MARC W. CHERVINITSKI, SR. and :  
KIMBERLY A. CHERVINITSKI, :  
Defendants. :

COMPLAINT

FILED  
PROthonotary  
LUZERNE COUNTY  
2014 JUN 13 AM 9:09

Plaintiff PPL Electric Utilities Corporation, formerly known as Pennsylvania Power & Light Company (“PPL Electric”), through its attorneys Fitzpatrick Lentz & Bubba, P.C. files a Complaint against Defendants Marc and Kimberly Chervinitski as follows:

1. PPL Electric is a corporation and regulated public utility lawfully doing business in the Commonwealth of Pennsylvania with its principal place of business located at 2 North Ninth Street, Allentown, Pennsylvania 18101.

2. Upon information and belief, Defendants Marc W. Chervinitski, Sr. and Kimberly A. Chervinitski are adult individuals and husband and wife with an address of 347 Johns Road, Exeter Township, PA 18643.

3. Defendants are the owners of the approximate 7.338 acre 347 Johns Road parcel at issue pursuant to a Deed dated March 31, 2010 recorded at Deed Book Vol. 3010, page 56534 (Instrument No. 5910917). A copy of the recorded deed is attached as Exhibit “1”.

4. Prior to Defendants’ acquisition of the property, the parcel was subdivided from a larger parcel and, at all material times, has been subject to an October 20, 1969 right of way or easement agreement between PPL Electric and Defendants’ predecessors in title, John F.

Hoffman and Elva L. Hoffman, his wife. The right of way agreement is recorded at Deed Book 1703, Page 207 and is attached as Exhibit "2".

5. Pursuant to the right of way agreement, John and Elva Hoffman for themselves as well as their heirs, executors and assigns, irrevocably granted and conveyed to Pennsylvania Power & Light Company, its successors and assigns (i.e. "PPL Electric"):

*the right to construct, operate and maintain, and from time to time to reconstruct its electrical lines including such poles, towers, cables and wires above and under the surface 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 and assigns, upon, across, over and along a strip of land 150 feet in width . . . (Emphasis added.)*

6. The right of way also granted to PPL Electric access:

*...upon, across, over, under and along the roads, streets and highways adjoining the said property, as shown on the 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 and assigns, may at any time interfere with the construction, reconstruction, maintenance or operation of the said electric lines, poles towers, wires, cables or other fixtures and apparatus, or menace the same, and in connection therewith, 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 payment do hereby release and quitclaim the said PENNSYLVANIA POWER & LIGHT COMPANY, its successors and assigns,*

*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 electric lines, or the cutting down, trimming or removal of any and all trees, brush or other undergrowth on said premises.* (Emphasis added.)

7. The Agreement also specifically provided that PPL Electric:

*shall not be limited in its or their enjoyment of the rights hereby granted to such electric lines, poles, towers, wires, cables, fixtures and apparatus as may be first constructed on said strip of land, and that the said Company, its successors and assigns shall have at all times in the future, the right to construct, operate and maintain, and from time to time to reconstruct additional electric lines, poles, towers, wires, cables, fixtures and apparatus upon, across, over, under or along the said strip of land.* (Emphasis added.)

8. Consistent with its easement rights, PPL Electric constructed what it generally refers to as the Stanton-Jenkins Line.

9. The existence of the right of way and the transmission line and accompanying structures have been open and obvious for decades as reflected by both a visual observation or as referenced in the chain of the title since 1969.

10. As a result of growth in northeast Pennsylvania since the right of way was obtained in 1969, the demand for electric service and capacity has increased.

11. PPL Electric needs to strengthen and increase the electrical delivery system in Luzerne County to make sure it can deliver enough power to supply homes and businesses.

12. In fulfillment of its role and duty to provide reliable electric service to customers in its assigned and regulated markets, PPL Electric undertook a detailed study and analysis, including careful consideration of public interests, developing a number of improvements.

13. The routes that PPL Electric selected for electrical system improvements in northeast Pennsylvania took into consideration various factors; including, where appropriate, working within existing rights of way.

14. PPL Electric concluded, among other things, the addition of a second 230kV circuit along the Stanton-Jenkins Line, was necessary to fulfill its role and duty.

15. The addition of a second circuit to the Stanton-Jenkins 230kV line was reviewed and approved by the Pennsylvania Public Utility Commission ("PUC") by an Order dated November 14, 2013. A copy of the Order is attached as Exhibit "3".

16. The second circuit will run the same course as the existing transmission line on the Chervinitski property within the existing 150-foot wide easement.

17. As part of the addition of the second 230 kV circuit and maintenance/improvement of the electrical infrastructure, one of the existing steel shield overhead ground wires (referred to as an OHGW) will be removed and replaced with .752" 48 fiber OPGW. The OPGW serves the same purpose as an OHGW (lightning protection, fault current dissipation, grounding, etc.), plus it adds a communication path between substations for relay communications and PPL Electric's fiber ring. The fiber optic technology did not exist when the line was originally constructed.

18. PPL Electric and its representatives have communicated numerous times with the Chervinitskis and their representatives concerning PPL Electric's improvements and access to the right of way.

19. Rather than cooperate and adhere to the easement agreement, Defendants have denied PPL Electric access to the property and threatened PPL Electric with claims of trespass.

20. Additionally, the Chervinitskis have raised an objection to the PPL Electric utilization of the fiber cable OPGW to replace a steel shield OHGW.

21. PPL Electric's rights within the easement are superior to the Defendants' rights within the easement.

22. Further, PPL Electric has a full and complete right of ingress and egress in a manner it finds reasonable, efficient and safe.

23. Defendants cannot dictate or limits PPL Electric's access.

24. All efforts by PPL Electric to work cooperatively with the Chervinitskis have failed.

25. At all material times, PPL Electric has acted within its rights and for the greater public benefit.

26. Defendants' actions have impeded and will impede PPL Electric's construction of the necessary improvements to the electrical delivery system in northeast Pennsylvania.

27. Delay in PPL Electric's access may delay the electrical system improvements as well as impose additional costs and unnecessary risk to the provision of a reliable electrical system to the public.

28. Greater injury would result to PPL Electric than to Defendants if PPL Electric was denied access to the property to install the intended improvements.

29. PPL Electric requests that Defendants be enjoined from interfering with its rights to avoid delay in the project and to restore to the parties to the legal status as contemplated by the right of way agreement.

30. PPL Electric's right to relief is clear.

31. PPL Electric is likely to prevail on the merits of the action.

32. This Complaint and ultimate issuance of a mandatory injunction is reasonably suited to achieve the requested relief, i.e. PPL Electric's access to the property to construct the

Stanton - Jenkins 230kV transmission line improvements and to maintain it and the existing line in a reasonable, safe and proper environment.

33. The requested relief will not adversely affect the public's interest and is authorized by Pa.R.C.P. 1531. In fact, the public interest is served by granting PPL Electric the relief it requests.

34. Defendants' interference constitutes actionable conduct entitling PPL Electric to equitable relief.

35. Moreover, Defendant may also be liable to PPL Electric for any construction delays or additional burdens including, additional costs, potentially incurred by PPL Electric due to delay and interference with its timely completion of the planned improvements.

WHEREFORE, PPL Electric requests this Honorable court issue a mandatory injunction against Marc W. Chervinitski, Sr. and Kimberly A. Chervinitski to (1) prohibit Defendants from further interference with PPL Electric's rights; (2) enjoin Defendants' attempts to limit PPL Electric's ingress and egress rights; (3) allow PPL Electric full and unrestricted access to the easement to construct the referenced 230kV electrical transmission line improvements, including installation of a fiber OPGW to replace a current steel shield OHGW; and (4) award such compensatory damages deemed just and proper, together with an award of costs of suit.

Respectfully submitted,

FITZPATRICK LENTZ & BUBBA, P.C.

BY:



Joseph S. D'Amico, Jr.

I.D. No. 55645

4001 Schoolhouse Lane, P. O. Box 219

Center Valley, PA 18034-0219

(610) 797-9000

Attorney for Plaintiff

**VERIFICATION**

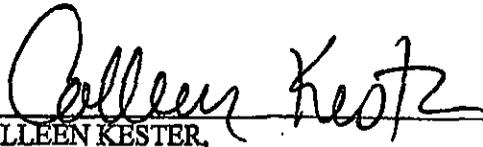
I, COLLEEN KESTER, hereby state and aver that I am authorized to sign this Verification on behalf of PPL Electric Utilities Corporation, formerly known as Pennsylvania Power & Light Company, and that I have read the foregoing Complaint. The factual statements contained therein are true and correct to the best of my knowledge, information and belief. This statement is made subject to the penalties of 18 Pa. C.S.A. § 4904 relating to unsworn falsification to authorities, which provides that if I make knowingly false statements, I may be subject to criminal penalties.

FOR:

**PPL Electric Utilities Corporation,  
formerly known as Pennsylvania Power  
& Light Company**

DATE:

6/9/14

  
\_\_\_\_\_  
COLLEEN KESTER,  
Manager-Transmission Right of Way/Land Acquisition

**EXHIBIT "1"**

# THIS DEED

MADE THE 31<sup>st</sup> day of MARCH, in the year of our Lord two thousand and ten (2010).

**BETWEEN** JOHN F. HOFFMAN, III, single, of the Borough of Millville, County of Columbia and Commonwealth of Pennsylvania.

Grantor

-A-N-D-

MARC W. CHERVINITSKI, SR. and KIMBERLY A. CHERVINITSKI, his wife, of the Borough of West Pittston, County of Luzerne and Commonwealth of Pennsylvania.

Grantees

**WITNESSETH**, that in consideration of **NINETY-FIVE THOUSAND and 00/100 (\$95,000.00)** Dollars, in hand paid, the receipt whereof is hereby acknowledged; the said Grantor does hereby grant and convey to the said Grantees, their heirs and assigns,

**ALL** that certain lot, piece or parcel of land situate, lying and being in the Township of Exeter, County of Luzerne and State of Pennsylvania, bounded and described as follows, to wit:

**BEGINNING** at a point on line of land now or formerly of John and Elva Hoffman at the southwesterly corner of land of Robert and Dorothy Gadomski, as shown on map recorded in Luzerne County Deed Book 1799, page 247, said point being southerly two hundred (200) feet from the southerly right-of-way line of Legislative Route 40048, commonly know as Mount Zion Road; **THENCE** South 76° 05' 30" East, four hundred fifty-nine and ninety one hundredths (459.90) feet along said Gadomski land to a corner in line of land formerly of Myrtle M. Vosburg; **THENCE** South 04° 18' 20" West, ninety-two and ninety-five one hundredths (92.95) feet along said Vosburg land to a corner; **THENCE** South 71° 20' 00" East, four hundred forty (440) feet along and of Vosburg to a corner on line of land now or formerly of Casper Oberdorfer; **THENCE** South 04° 18' 20" West, two hundred forty-one and seventy-four one hundredths (241.74) feet along land of Oberdorfer to a corner; **THENCE** North 86° 01' 10" West, three hundred eight and twelve one hundredths (308.12) feet along other land of John and Elva Hoffman to a three-foot diameter oak tree; **THENCE** continuing along on said line and along land of John and Elva Hoffman, North 86° 01' 10" West, five hundred one and fifty one hundredths (501.50) feet to a corner; **THENCE** the following three courses and distances along land of John and Elva Hoffman: (1) North 03° 17' 45" East, three hundred twenty-six and twenty-seven one hundredths (326.27) feet; (2) North 44° 35' 45" West, fifty-six and thirty-eight one hundredths (56.38) feet; and (3) north 03° 23' 10" West, one hundred sixty-three and thirty-three one hundredths (163.33) feet to the **POINT OF BEGINNING**.

**CONTAINING** 7.388 acres.

**SUBJECT** to a tower line easement.

**TOGETHER** with the right to use a 20-foot wide access road for ingress, egress and regress from Legislative Route 40048 through land of Grantor and formerly of John and Elva Hoffman to the above-mentioned parcel of land as

described in Luzerne County Deed Book 2102, Page 1196 and Luzerne County Deed Book 2410, Page 28. Grantor reaffirms the existence of the easement herein.

BEING the same premises conveyed to John F. Hoffman, III, the Grantor herein by Deed of John F. Hoffman, III and Mary Hoffman, his wife, dated January 27, 1992 and recorded in the Office of the Recorder of Deeds, in and for Luzerne County, in Deed Book 2410, Page 28, et seq.

PIN# C1100A41G



I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office of Luzerne County, Pennsylvania.

*James O'Brien*

JAMES O'BRIEN  
RECORDER OF DEEDS

|   |          |
|---|----------|
| RECORDER OF DEEDS<br>LUZERNE COUNTY<br>PENNSYLVANIA |          |
| INSTRUMENT NUMBER<br>8910917                        |          |
| RECORDED ON<br>Apr 07, 2010<br>11:03:20 AM          |          |
| Book/Page: REC/3010/86534<br>Total Pages: 4         |          |
| PA WRIT TAX   | \$0.50   |
| PA REALTY TAX                                       | \$980.00 |
| JCS/ACCESS TO JUSTICE                               | \$23.50  |
| LUZERNE COUNTY                                      | \$13.00  |
| RECORDING FEE                                       |          |
| LUZERNE COUNTY ARCHIVES                             | \$2.00   |
| FEE   |          |
| LUZERNE RECORDER'S                                  | \$3.00   |
| ARCHIVES FEE  |          |
| LUZERNE COUNTY HOUSING                              | \$13.00  |
| TRUST FUND  |          |
| LUZERNE COUNTY PIN                                  | \$10.00  |
| CERTIFICATIONS COLLECTED                            |          |
| WYOMING REALTY TAX                                  | \$475.00 |

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHTS TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THIS INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT, OR MODIFY ANY LEGAL RIGHTS OR ESTATE OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT.

AND the said Grantor WILL WARRANT Specially  
the property hereby conveyed.

IN WITNESS WHEREOF, said Grantor has hereunto set his hand and seal the day and year  
first above written.

SIGNED, SEALED AND DELIVERED ]  
IN THE PRESENCE OF ]

.....]  
.....]  
..... ]

*John F. Hoffmann III*  
JOHN F. HOFFMAN, III



COMMONWEALTH OF PENNSYLVANIA ]  
] ss.  
COUNTY OF LUZERNE ]

On this, the 31<sup>st</sup> day of March, A.D. 2010, before me,  
the undersigned Officer, personally appeared JOHN F.  
HOFFMAN, III known to me (or satisfactorily proven) to be the person whose name is/are subscribed to the  
within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

*Jennifer F. Borkowski*

(Title of Officer)



CERTIFIED PROPERTY IDENTIFICATION NUMBERS  
011 -A -410 -T EXETER TOWNSHIP  
CERTIFIED 04/07/2010 BY LP



**EXHIBIT "2"**

STANTON-JENKINS LINE

7

(X)

(14)

Know all Men by these Presents, That We, John F. Hoffman and Elva L. Hoffman, his wife

of R.D. 1 Pittston, Pa 18643

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, and in consideration of the further sum of Thirty Three Hundred and No (3300.00) Dollars

to be paid to us when the rights hereby granted are exercised by the said Company, do hereby, for ourselves & our heirs, executors, administrators and assigns, irrevocably grant and convey unto the said PENNSYLVANIA POWER & LIGHT COMPANY, its successors and assigns, 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 surface 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 and assigns, upon, across, over, under and along a strip of land 150 feet in width, said strip being a part of the property which we own, or in which we have any interest in the Township of Exeter, County of Luzerne

Commonwealth of Pennsylvania, and upon, across, over, under and along the roads, streets and highways adjoining the said property, as shown on the 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 and assigns, may at any time interfere with the construction, reconstruction, maintenance or operation of the said electric lines, poles, towers, wires, cables or other fixtures and apparatus, as mentioned the same, and in connection therewith, 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 do hereby release and quitclaim the said PENNSYLVANIA POWER & LIGHT COMPANY, its successors and assigns, 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 electric lines, or the cutting down, trimming or removal of any and all trees, brush or other undergrowth on said premises.

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 PENNSYLVANIA POWER & LIGHT COMPANY, its successors and assigns, 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, and that the said Company, its successors and assigns, shall not be limited in its or their enjoyment of the rights hereby granted to such electric lines, poles, towers, wires, cables, fixtures and apparatus as may be first constructed on said strip of land, but that the said Company, its successors and assigns, shall have, at all times in the future, the right to construct, operate and maintain, and from time to time to reconstruct additional electric lines, poles, towers, wires, cables, fixtures and apparatus upon, across, over, under or along the said strip of land.

Witness our hand and seal this 20th day of October 1969. Signed, sealed and delivered in the presence of:

John F. Hoffman (SEAL) Elva L. Hoffman (SEAL)

Received 24th day of 1970, of PENNSYLVANIA POWER & LIGHT COMPANY the sum of Thirty Three Hundred and No Dollars, in full payment of the further consideration above mentioned.

John F. Hoffman Elva L. Hoffman

GRID # 52930 44180

SEP 25 1970

MUNICIPALITY... *Exeter* ...  
TRANSFER TAX PAID... *33.21* ...

AGENT; *FRANK CASTALING*

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF *Suzer*

On this *30* day of *October* 19*69*, before me, a Notary Public for the Commonwealth aforesaid, commissioned for and residing in the *Exeter* *Penn* County of *Suzer*, came the above named *John D. Hoffmann and Elizabeth D. Hoffmann his wife* 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.

*Charles S. Fair*  
Notary Public of *Penn*  
My commission expires *Jan. 1, 1971*

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, before me, a Notary Public for the Commonwealth aforesaid, commissioned for and residing in the \_\_\_\_\_ of \_\_\_\_\_ County of \_\_\_\_\_, came the above named \_\_\_\_\_ and acknowledged the foregoing instrument to be \_\_\_\_\_ act and deed, and desired the same to be recorded as such.



Notary Public  
My commission expires \_\_\_\_\_

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, before me, a Notary Public for the Commonwealth aforesaid, commissioned for and residing in the \_\_\_\_\_ of \_\_\_\_\_ County of \_\_\_\_\_, came the above named \_\_\_\_\_ and acknowledged the foregoing instrument to be \_\_\_\_\_ act and deed, and desired the same to be recorded as such.

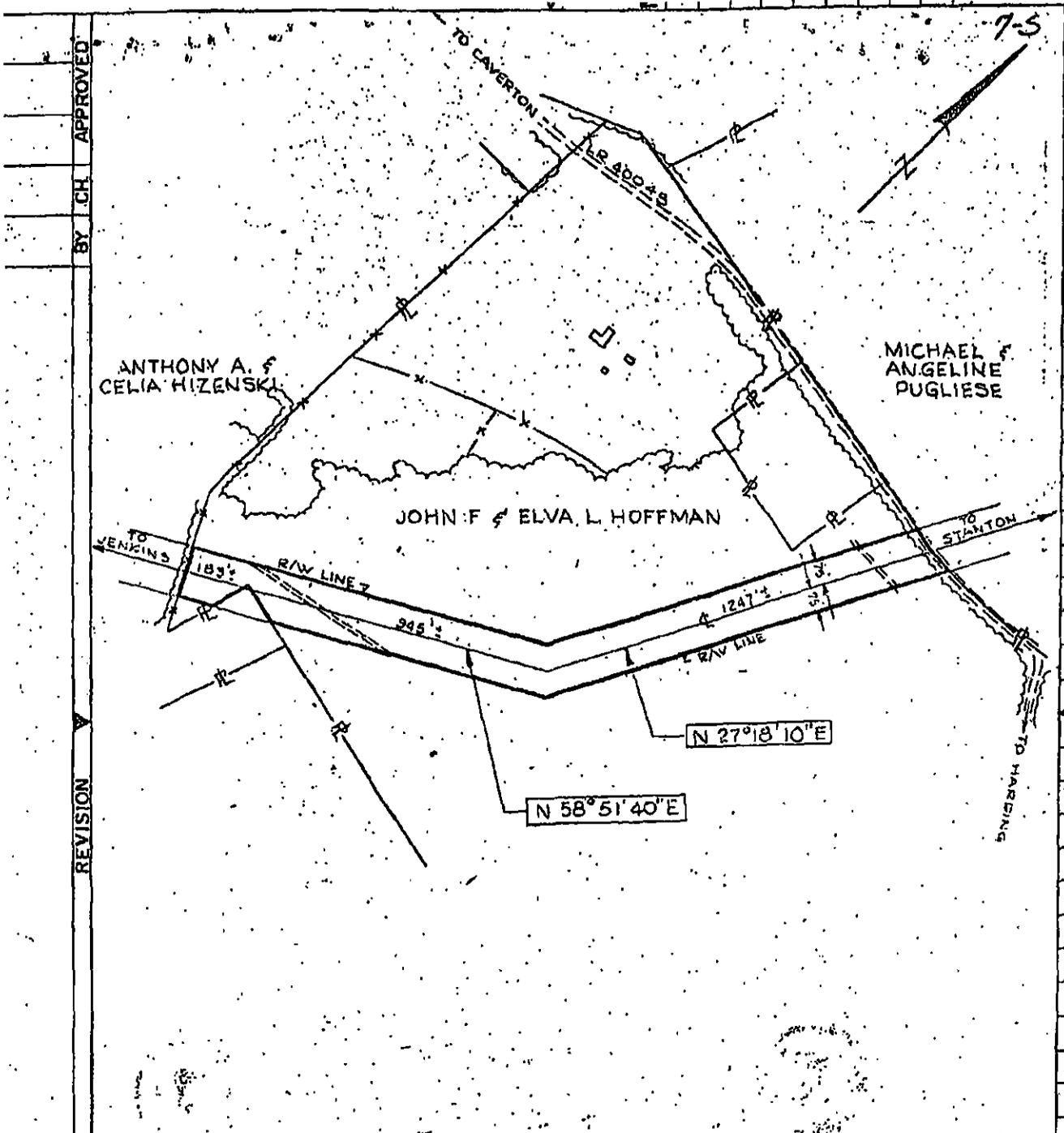
Witness my hand and notarial seal the day and year aforesaid.

Notary Public  
My commission expires \_\_\_\_\_

Recorded in the Office for Recording of Deeds in and for *Suzer* County, in *Book 1703* Page *207*, etc.  
WITNESS my hand and seal of Office this *25* day of *Sept* 19*70*

*Frank C. Castaling*  
Recorder

BOOK 1703 PAGE 208



BY CH. APPROVED  
 REVISION  
 NO. DATE ER

BOOK 1703 PAGE 209

*J. Hoffman*  
75

|              |  |
|--------------|--|
| ER-121071-50 | STANTON - JENKINS                            |
| ER-          | PLAN SHOWING ELECTRIC LINE RIGHT OF WAY OVER |
| ER-          | PROPERTY OF                                  |
| SCALE-1/400  | JOHN F. & ELVA L. HOFFMAN                    |
| DATE-6-29-70 | EXETER TWP., LUZERNE CO., PA.                |
| DRAWN-       | PENNSYLVANIA POWER & LIGHT COMPANY           |
| CHECKED-     |  |
| LEADER-      | ALLENTOWN, PA.                               |
| APPROVED-    | APPROVED <i>S. W. Kreis</i>                  |
| APPROVED-    | TRANSMISSION LINE ENGINEER LA-93707-0        |

£ 1086  
Luzerne Co.

53.01  
Cash Paid

(10)

REHEW OF WAY GRANT

JOHN F. ROYERMAN, REC. CL.

ENTERED FOR RECORD

at 11:50 A.M.

SEP 25 1970

Tax and fees \$

8.35

Frank C. Castellino

RECORDS

to

PENNSYLVANIA POWER & LIGHT CO.

Recorded in the office of the Recorder of Deeds, Luzerne County, Pennsylvania, on this 25th day of September, 1970, at 11:50 A.M. Book No. 207 Page No. 25 Witness my hand and seal of office this 25th day of September, 1970. Frank C. Castellino, Recorder

**EXHIBIT "3"**

**PENNSYLVANIA  
PUBLIC UTILITY COMMISSION  
Harrisburg, PA 17105-3265**

Public Meeting held November 14, 2013

Commissioners Present:

Robert F. Powelson, Chairman  
John F. Coleman, Jr., Vice Chairman  
James H. Cawley  
Pamela A. Witmer  
Gladys M. Brown

Letter of Notification of PPL Electric  
Utilities Corporation, Filed Pursuant to  
52 Pa. Code Chapter 57 Subchapter G,  
With respect to the Addition of a Second  
230 kV Circuit to the Jenkins-Stanton Line  
In Plains, Jenkins and Exeter Townships,  
And in Wyoming and Exeter Boroughs,  
Luzerne County, Pennsylvania.

A-2013-2380667

**ORDER**

**BY THE COMMISSION:**

On August 26, 2013, PPL Electric Utilities Corporation ("PPL Electric") filed a Letter of Notification ("LON") pursuant to Chapter 57, Subchapter G of the Commission's regulations at 52 Pa. Code §57.72(d)(1)(i), governing the siting and construction of high voltage transmission lines to be located entirely within an existing transmission line right-of-way. Section 57.72 in general authorizes the abbreviated "Letter of Notification" siting application process in lieu of an application for the following:

- (i) An HV line which is proposed to be located entirely on an

existing transmission line right-of-way, so long as the size, character, design, or configuration, of the proposed HV line does not substantially alter the right-of-way.

- (ii) An HV line which is proposed to be located entirely within a public road.
- (iii) An HV line which is proposed to be located entirely within applicant's existing transmission line right-of-way and the property of the sole customer to be served by the line, so long as the size, character, design, or configuration of the proposed HV line does not substantially alter the right-of-way.
- (iv) A line for which the voltage is proposed to be increased above its present levels, so long as the size, character, design, or configuration of the proposed HV line does not substantially alter the right-of-way.
- (v) An HV which is to be recondored or reconstructed so long as the size, character, design, or configuration of the proposed HV line does not substantially alter the right-of-way.
- (vi) An HV line having a proposed route of 2 miles or less.

Copies of the LON were served in accordance with Section 57.72(d) (3) and 57.74 (b), (c) on the PA Department of Transportation, PA Historical and Museum Commission, PA Department of Environmental Protection, Luzerne County Planning Commission, Luzerne County Council, Exeter Borough Council, Exeter Township, Jenkins Township Supervisors, Plains Township Commissioners, Wyoming Borough

Council and other interested parties as listed in the Certificate of Service. No protest was filed. No hearing was held.

PPL Electric requests Commission approval to add a second 230 kV circuit to the existing Jenkins-Stanton 230 kV single circuit Transmission Line. The project, which will be located in Plains, Jenkins and Exeter Townships and in Wyoming and Exeter Boroughs, Luzerne County, is needed to resolve a violation of PJM reliability planning criteria. According to PPL Electric, adding the second 230 kV circuit to the existing Jenkins-Stanton 230 kV Line will create 8.5 miles of double-circuit line from the Jenkins 230-69 kV Substation to the Stanton 230-69 kV Substation. This new double-circuit Line will become the new Jenkins-Stanton #1 & #2 230 kV Line. PPL Electric states that as a result of the proposed modifications to the existing single-circuit transmission line, creating the new double-circuit transmission line, the 60,600 customers served from the Jenkins 230-69 kV Substation will have improved reliability of service in the event of a NERC Category C contingency (N-1-1)<sup>1</sup> that, absent the proposed circuit, would interrupt more than 300 MW of load at Jenkins 230-69 kV Substation. The loss of greater than 300 MW of load for the N-1-1 criteria test would violate PJM's Reliability Planning Criteria.

Further, PPL Electric states that it has recorded a greater than 300 MW load at the Jenkins 230-69 kV Substation in 2013 during recent heavy load periods. In addition, due to load growth in the area, transmission planning studies project that the peak load served by the Jenkins 230-69 kV Substation will exceed 300 MW for 2016 and beyond.

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<sup>1</sup> NERC Category C criteria require the system to be stable and within applicable equipment thermal ratings and system limits under a variety of multiple facility contingency events, i.e., with two elements of the system out of service. Such events include the loss of one system element followed by system readjustments, and then the loss of a second system element (i.e., NERC Category C.3). This is referred to as the "n minus 1 minus 1" or "n-1-1" criteria.

PPL Electric states that it has determined, and confirmed with PJM, that the addition of the Jenkins-Stanton #2 230 kV circuit will resolve the violation of the PJM Reliability Planning Criteria in PJM Manual 14B. PPL Electric believes that after completion of the Project, an outage on the Susquehanna-Jenkins 230 kV Line followed by an outage on the Jenkins-Stanton #1 230 kV Line would meet all PJM reliability planning criteria.

PPL Electric explains that the existing Jenkins-Stanton 230 kV line was designed for double circuit operation to utilize six (6) 1590 kcmil ACSR conductors and it is currently operating with a single circuit which consists of three conductors. PPL Electric, at this time intends to utilize the double circuit capacity by stringing the second circuit with three (3) 1590 kcmil conductors. PPL Electric will also be replacing the existing 3/8" Steel overhead ground wire with a single 48 count optical ground wire for lightning protection and fiber optic communication capability for operational purposes. The existing line is supported by fifty (50) lattice tower structures and one monopole steel angle structure. The average height of the existing structures is approximately 140 feet.

PPL Electric states that the Project involves the installation of two (2) additional steel monopoles. These new structures will be on foundations. One monopole structure will be approximately 100 feet tall and will be used in conjunction with the existing monopole angle structure to carry the second circuit. The other monopole will be approximately 160 feet tall and will be used to connect the Mountain-Stanton Line to the tower currently carrying the Susquehanna 2- Stanton Line. The Susquehanna 2-Stanton Line will be removed as part of the Susquehanna-Roseland Project, and this tower will be utilized to transfer the existing Mountain-Stanton Line off the structure which it currently shares with the existing Jenkins-Stanton #1 230 kV Line. The Project is located in part on property owned in fee by PPL Electric and in part within existing PPL Electric transmission line right-of-way. Both the property owned in fee and

the right-of-way, contain existing electrical facilities which will be upgraded. No additional property rights are required to complete this Project.

PPL Electric states that the proposed Jenkins-Stanton Project will not create any unreasonable risk or danger to the public health or safety. The proposed Project will be designed, constructed, operated, and maintained in a manner that meets or surpasses all applicable National Electric Safety Code ("NESC") minimum standards and will meet all applicable legal requirements. Further, PPL Electric states that the proposed Project will have minimal incremental impacts on the surrounding areas due to the fact that the Project is located in areas that contain existing PPL Electric transmission facilities which will be upgraded. Only two new structures will be required; 50 existing structures will be utilized. Interference with existing land uses will be further minimized because, where possible, PPL Electric will use previously established access roads for construction. Any interference with land use for access roads will be temporary.

According to PPL Electric, the proposed Project was reviewed with representatives of Plains, Jenkins and Exeter Townships and representatives of Wyoming and Exeter Boroughs as well as representatives of Luzerne County. The Townships, Boroughs and the County had no objection to the Project.

The total estimated cost of the proposed Project is approximately \$8.8 million, which will be paid for by PPL Electric. This total includes \$8 million for the transmission line and \$800,000 for the substation work. The construction is scheduled to begin in March 2014 in order to meet a scheduled in-service date of November 2014.

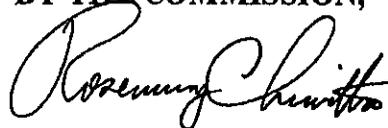
Upon review, the Commission finds that PPL Electric's LON and manner in which it was filed conform to the Commission's regulations of 52 Pa. Code 57.72(d)(1)(i) because the Project will be located entirely on an existing

transmission line right-of-way and the size, character, design and configuration of the existing steel lattice towers will not be altered by the Project in any material way. Also, the proposed new facility is necessary to meet the increasing demand for electricity and improve reliability of service in Jenkins, Plains, Wright, Bear Creek and Hanover Townships, Yatesville, Avoca, Dupont and Laflin Boroughs, the City of Wilkes-Barre in Luzerne County and in the City of Scranton and Moosic Borough, in Lackawanna County. Above all, the Commission has reviewed the filing and finds it to be consistent with applicable law or Commission policy regarding transmission line siting. We recommend that the Application be approved; **THEREFORE,**

**IT IS ORDERED:**

1. That the Application filed by PPL Electric for the addition of a second 230 kV circuit to the Jenkins-Stanton Line in Plains, Jenkins and Exeter Townships, and in Wyoming and Exeter Boroughs, Luzerne County, Pennsylvania is hereby approved.
2. That this proceeding at Docket No. A-2013-2380667 be closed.

**BY THE COMMISSION,**



Rosemary Chiavetta  
Secretary

(SEAL)

ORDER ADOPTED: November 14, 2013

ORDER ENTERED: November 14, 2013

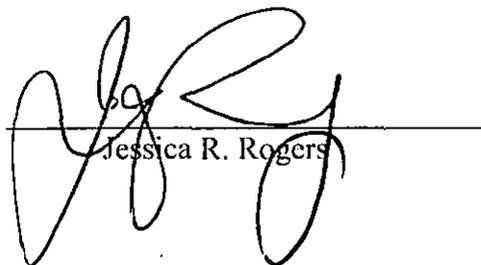
**CERTIFICATE OF SERVICE**

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 FIRST CLASS MAIL**

Marc Chervenitski, Sr.  
347 Johns Road  
Harding, PA 18643

Date: June 16, 2014



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Jessica R. Rogers

RECEIVED  
2014 JUN 16 PM 1:19  
PA PUC  
SECRETARY'S BUREAU