

Michael and Sharon Hartman  
1650 Primrose Lane  
Dauphin, PA 17018

August 31, 2020

Public Utility Commission  
Mr. Steve Haas, Presiding Officer  
sthass@pa.gov

**Re: Michael and Sharon Hartman v. PPL Electric Utilities Corporation Docket No: C-2019-3008272**  
**Motion to Compel**

Your Honor:

Your attention is invited to:

- An April 30, 2020 letter requesting that our hearing be conducted in person, along with notice that PPL failed to comply with our first Request for Document Production, circa May 2019.
- Our April 30, 2010 Request for Document Production. PPL likewise failed to comply with this request.
- Our May 12, 2020 Interrogatories directed to PPL and Burns and McDonnell. PPL likewise failed to answer these Interrogatories.
- Our May 20, 2020 Request for Mediation that referenced PPL's bad faith response to our April 30, 2020 Request for Document Production.
- Our June 2, 2020 Interrogatories directed to PPL and PPL Right of Way Specialists.
- A 26 paragraph, now 31, list of bad faith PPL initiatives, copied below.

On July 16, 2020, The Honorable Cynthia Lehman presided over our Mediation. It was not a Mediation. We, verbally and in writing, summarized our case and demands. We offered compromise and a path forward. PPL offered no explanation, no defense and no compromise. PPL would not even offer topsoil to support vegetation and replace the topsoil permanently removed from our property. Remarkably, PPL delivered new topsoil to our neighbor, the National Park Service, despite the fact that PPL never removed any topsoil from NPS lands. PPL participation was limited to PPL's request for our monetary demand. We complied on July 17, 2020, and PPL refused to counter-offer.

Evidence that PPL's agreement to participate in Mediation was only a stall tactic is the fact that PPL, despite direction to do so, never closed the Mediation.

On or about July 30, 2020, PPL external counsel advised me that PPL intended to satisfy our discovery demands the week of August 2, 2020. Again, PPL failed to deliver, and during the past two weeks PPL counsel has failed to acknowledge or return our phone calls.

During the original construction, December 2018, and pursuant to this action, we have repeatedly asked PPL Right of Way Specialists and PPL external counsel via informal and formal communications, including Discovery, to identify the contractors and subcontractors responsible for excavating our land to construct unauthorized and unreasonable access roads and crane pads. Since December 2018, a twenty month period, PPL Right of Way Specialists and outside counsel have refused to identify the contractor(s) and subcontractor(s) that have trespassed without notice or authority to destroy vegetation and remove topsoil and mountain stone.

On August 19, 2020, we independently identified the contractor, MJ Electric, (MJE) a subsidiary of Quanta Services, Inc., and the subcontractor, Newville Construction, (Newville) that performed excavation and construction activity on our property for PPL. We contacted a representative for each firm that was familiar with the project. Each told us that PPL prohibited them from discussing the engagement and construction activity on our property with us. For the past 20 months PPL has adversely impacted our ability to obtain an agreement with MJE and Newville to restore our property, recover damages from MJE and Newville, and gather evidence to support our PUC Complaint.

A summary of PPL bad faith initiatives include, but are not limited to, the following:

1. Despite our November 2017 written request for construction detail, PPL failed to furnish advance notice of PPL's intent to modify the natural slope of our mountain property, construct a permanent roadway, destroy vegetation, limit re-vegetation and construct two large crane pads with materials harvested from our property.
2. In or about January 2018, PPL filed an Erosion and Sediment Control Plan (E & S Plan) with the Dauphin County Conservation District (DCCD) which falsely reported that PPL planned to improve an existing access road on our neighbor's property to install new powerline poles with minor earth disturbance.
3. In a July 17, 2018 letter addressed to our home, PPL wrote: **"Every effort will be made to avoid disturbing you or your property."**

4. In contradiction to PPL's E & S Plan filed with the DCCD, PPL chose an alternate route that permanently destroyed vegetation, and disturbed and scarred our property on and off the ROW.
  5. PPL excavated surface areas far beyond the perimeter of the newly constructed roadway to harvest top soil and mountain stone to construct excessive crane pads that wantonly destroyed existing vegetation and forever altered the slope and landscape of our property.
  6. The E & S Plan falsely represented that PPL offered the landowner the option to re-vegetate, or not, the newly constructed roadways, as follows: **"Following construction, most sections of the access routes will be covered with site and/or clean fill soils and re-vegetated with permanent seeding as indicated in the E & S Plans. Some areas of roadways may remain in improved condition depending on the preference of each specific property owner."** (Emphasis added)
  7. Post construction and notice, PPL flatly refused our repeated requests to remove the commercial stone and re-vegetate the roadway.
  8. At the same time, PPL agreed to remove commercial stone from crane pads and roadways constructed on NPS lands immediately adjacent to our property. It should be noted that NPS lands adjacent to our property cannot be viewed from the Appalachian Trail that is situated on the opposite side (north) of the mountaintop.
  9. Furthermore, all storm water run-off bars installed on NPS lands direct water west in the direction of our property, an unwarranted threat to our home and surrounding vegetation.
  10. When I presented this inequity to PPL counsel, counsel replied that PPL may have a different ROW agreement with the NPS.
  11. We have since obtained a copy of PPL's ROW agreement on NPS lands. Our ROW agreements are identical in form and content.
  12. We confronted PPL with the fact that PPL contractors trespassed and excavated our property off the ROW.
  13. A PPL ROW Specialist flatly denied that PPL ever excavated our property beyond the ROW.
  14. I requested an in-person meeting and a second PPL ROW Specialist admitted that PPL excavated our property off the ROW.
  15. We confronted PPL with the fact that PPL harvested topsoil and mountain stone from our property and deposited same on our neighbor's property to construct the crane pads.
  16. A PPL surveyor, in person, told me that we owned the entire 100' ROW, and that PPL simply redeposited our topsoil and mountain stone on our property.
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17. A PPL ROW Specialist later admitted that we owned 50' of the 100' ROW, and that PPL had in fact harvested topsoil and mountain stone from our property to construct crane pads on our neighbor's property.
  18. A PPL ROW Specialist told me that PPL would remove the commercial stone from the crane pad, reduce the size of the crane pad and return topsoil and mountain stone, including an iconic boulder evident on google earth photos, to our property.
  19. PPL later refused to perform any of these promised restoration efforts.
  20. Post ineffective restoration and re-vegetation, a PPL ROW Specialist and construction foreman/superintendent told me that the crane pads would remain as is, and no topsoil would be returned to our property.
  21. PPL's acquisition team made personal visits to seven neighborhood ROW property owners pre-construction and negotiated new ROW agreements which included financial compensation. A PPL ROW Specialist falsely told me that the neighbors received financial compensation because their ROWs were modified from 50' to 100'.
  22. PPL, however, had a pre-existing 100' ROW agreement associated with each property that was filed with Dauphin County effective 1990.
  23. We also learned that the PPL acquisitions team negotiated compensation with our neighbors for the exchange of 100' ROW agreements, not the exchange of a 50' ROW agreement for a 100' ROW agreement.
  24. On December 17, 2018, we filed an informal complaint with the PUC, Case # 3671881, when we recognized PPL's intended wanton abuse of our land and vegetation.
  25. On January 12, 2019, the PUC closed our informal complaint based on PPL's representation that PPL would restore our property when the project was complete.
  26. That representation proved false. During the spring of 2019 and spring of 2020 PPL refused to restore our property to its pre-construction condition. Today, August 31, 2020, 20 months following construction, the crane pads and access road shoulders remain devoid of vegetation due to PPL's abysmal restoration effort.
  27. During the period May 2020 – August 2020, PPL, in bad faith, agreed to Mediation without any intention to compromise or restore our property, but rather to delay resolution of this matter.
  28. Since December 2018, a twenty month period, PPL Right of Way Specialists and outside counsel have refused our repeated verbal and formal written requests to identify the
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contractor/subcontractor responsible for excavation of our property, to include the unwarranted destruction of vegetation and the unauthorized removal of our topsoil and mountain stone to construct a foreign material roadway and crane pads.

29. On August 19, 2020 we independently identified the contractor, MJ Electric, (MJE) a subsidiary of Quanta Services, Inc., and the subcontractor, Newville Construction, (Newville) that performed excavation and construction activity on our property for PPL.
30. We contacted a representative for each firm that was familiar with the project. Each told us that PPL prohibited them from discussing the engagement and construction activity on our property with us.
31. In so doing, PPL has adversely impacted our ability to obtain an agreement with MJE and Newville to restore our property, recover damages from MJE and Newville, and gather evidence to support our PUC Complaint.

We also respectfully incorporate herein by reference our updated August 31, 2020 Summary of our case, attached, to support our argument that extensive discovery is necessary for a fair hearing in this matter.

We request the issuance of subpoenas for testimony by the below-listed individuals, some of whom remain unidentified due to PPL nondisclosure:

1. Michael Bush, Burns and McDonnell
2. James Fricke, Burns and McDonnell
3. Jonathan Scott, PPL Right of Way Specialist, Contractor
4. Robin LNU, Right of Way Specialist, Contractor
5. Kimberly Nettles, Right of Way Specialist, Contractor
6. Mark Groft, Operations Manager, Newville Construction Services
7. Unidentified Excavation Personnel, Newville Construction Services
8. Keith Keeney, Project Manager, MJ Electric LLC
9. Unidentified Retired Project Manager, MJ Electric LLC
10. Joseph C. Scott, Senior Civil engineer, WSP USAe

Again, we request that Your Honor refer this matter for formal investigation. It is uncontested that PPL has not treated us, private landowners, the same as a public landowner, the National Park Service. We have consulted with representatives of the Pennsylvania Game Commission (PGC) and Pennsylvania Department of Conservation and Natural Resources. Each reported that PPL would not be permitted to excavate and fail to restore public lands in the same manner that PPL excavated and failed to restore our property. We respectfully request the introduction of new regulation that PPL, and other public utilities, conserve vegetation and natural resources on private property in the same manner as public property.

Sincerely yours,

  
Michael Hartman

Complainant

cc: Kimberly G. Krupka