

Michael and Sharon Hartman
1650 Primrose Lane
Dauphin, PA 17018

April 30, 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

Your Honor:

Enclosed please find the Hartman's second Request for Document Production, attached. PPL failed to honor our original Request for Document Production on file with the Commission. This letter and attachments were simultaneously emailed to Secretary Chiavetta and Kimberly Krupka, counsel for PPL on April 30, 2020.

We respectfully request that the hearing be conducted in person, not via telephone, and at 1650 Primrose Lane, Dauphin, PA 17018; our home and site of the disputed PPL Right of Way activity. A hearing at the site will actually save the Commission and Court time because PPL's wanton and malicious abuse of our property and vegetation, not to mention the eminent threat to our residence, neighbors and Clarks Creek watershed, will become readily apparent during a quick tour of the property.

Your Honor may determine that certain Discovery Requests seemingly relate to property rights and alleged violations of the ROW agreement by PPL. We respectfully submit that the requested documents will provide relevant evidence that shed light on a critical component of this case. That PPL's bad faith initiatives that impacted our neighbors and ourselves reflect unreasonable service.

We recognize that the PUC is not empowered to award us financial compensation or a new Right of Way agreement. We respectfully request, however, that Your Honor afford this matter a thorough investigation and hearing to deter future actions by PPL against innocent land owners.

We welcome a hearing to support each item in our Request for Document Production. 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.
 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 wonton 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.
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26. That representation proved false. During the spring of 2019 and this past week PPL refused to restore our property to its pre-construction condition.

We also respectfully incorporate herein by reference our October 30, 2019 Exceptions Summary, attached, previously filed with the Commission to support our argument that extensive discovery is necessary for a fair hearing in this matter.

Sincerely yours,

Michael Hartman

Complainant

cc: Kimberly G. Krupka
