

From: [Hartman, Michael C](#)
To: [Haas, Steve](#)
Cc: [Kimberly Krupka](#); [Sharon Hartman](#); susmurray@pa.gov
Subject: C-2019-3008272 Hartman vs PPL Supplemental Motion to Compel
Attachments: [Hartman vs PPL Jonathan Scott Representing PPL Electric Utilities November 2017.pdf](#)
[Hartman vs PPL Kimberly Nettles On Behalf of PPL Electric Utilities December 17, 2018.pdf](#)
[Hartman vs. PPL Jonathan Scott Lead Contract ROW Agent PPL Electric Utilities July 2018.pdf](#)
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[image010.png](#)
[image012.png](#)

Case Number C-2019-3008272 Supplemental Motion to Compel

Your Honor,

Please accept this email as a supplement to our Motion to Compel PPL to comply with our Request for Document Production, First and Second Interrogatories.

To date, December 14, 2020, PPL has failed to address or answer our first set of Interrogatories dated May 12, 2020. A seven month delay.

On November 10, 2020, PPL filed Objections and limited answers to our second set of Interrogatories dated June 10, 2020.

Kimberly Krupka's recent email, below, in response to our request for PPL's cooperation to locate a material witness in this matter, Kimberly Nettles, prompted this Supplemental Motion to Compel.

PPL, nearly two years after we filed our Formal Complaint, now reports that Kimberly Nettles was an employee of Burns & McDonnell, the alleged Project Manager for the subject re-construction that maimed and abused our property. To allege that PPL does not have access to the current whereabouts of Kimberly Nettles, an employee of PPL's embedded contractor, Burns & McDonnell, is highly suspect. In fact, an insult to your complainant and this proceeding.

From: KKrupka@grossmcginley.com
To: angelgah@comcast.net
Sent: 2020-12-11 9:38:39 AM
Subject: PPL- Hartman

Mr. Hartman,

I have confirmed with PPL Electric that Ms. Nettles was a Contractor with Burns & McDonnell, and as she was not a PPL Electric employee we do not have a last known address. Unfortunately, with contractors, PPL Electric has communication information for their employer, not the individual contractor.

Kimberly G. Krupka / Partner

Gross McGinley, LLP
Office: 610.871.1325 (direct) / Fax: 610.820.6006
33 S Seventh Street, PO Box 4060

Allentown, PA 18105-4060

On June 2, 2020, we submitted Interrogatories to Respondent PPL to be answered by Jonathan Scott, Kimberly Nettles and Robin LNU. Excerpt below:

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION MICHAEL and SHARON HARTMAN,
Complainants,

v.

PPL ELECTRIC UTILITIES CORP.,

Respondent.

No. C-2019-3008272

Complainant Michael and Sharon Hartman request Respondent PPL Electric Utilities Corp., by and through their counsel, Gross McGinley, LLP, to answer the following Interrogatories under oath, in the manner, and within the time prescribed by the Pennsylvania Administrative Code. These Interrogatories are to be deemed continuing and supplemental answers are required.

INTERROGATORIES for Jonathan Scott, Kimberly Nettles and Robin LNU. Robin LNU accompanied Jonathan Scott and Mike Bush during an April 25, 2019 meeting at the site of the dispute.

On or about November 10, 2020, five months after the Interrogatories were served, Respondent PPL refused to answer the Interrogatories alleging that Jonathan Scott, Kimberly Nettles and Robin LNU were not parties to the instant litigation, excerpt below:

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

MICHAEL HARTMAN and SHARON
HARTMAN,

Complainants,

v.

PPL ELECTRIC UTILITIES CORP.,

Respondent.

No. C-2019-3008272

RESPONDENT'S OBJECTIONS AND ANSWERS TO COMPLAINANTS'
SECOND SET OF INTERROGATORIES

Objection. These Interrogatories are directed to individuals who are not parties to the instant litigation. A party cannot be compelled to answer interrogatories on behalf of a non-party or produce documents in the hands of a non-party. See Pennsylvania Rule of Civil Procedure 4003.1. See also *Rohm and Haas Co. v. Lin*, 992 A.2d 132 (Pa. Super. 2010). Without waiving said objection, Respondent PPL Electric will answer such interrogatories to the extent such information is known by Respondent, PPL Electric.

Your honor, Jonathan Scott, Kimberly Nettles and Robin LNU, individually and collectively, in person and in writing, advised your complainant that they represented PPL Electric Utilities. Written documentation includes the following, below and attached.

From: Jonathan Scott [<mailto:jonathan.scott@contractlandstaff.com>]
Sent: Wednesday, November 22, 2017 11:02 AM
To: Hartman, Michael C
Subject: PPL - DHARP - Original Easement - Mike Hartman

Mr. Hartman,

Attached you will find the original easement signed by Mr. and Mrs. Fetterhoff in 1950. Hope you have a very Happy Thanksgiving.

Best regards,

Jonathan Scott
Lead Right of Way Agent
Representing PPL Electric Utilities
Contract Land Staff, LLC
Cell: 817-975-7099

Jonathan Scott
Lead Contract Right of Way Agent

PPL Electric Utilities
9999 Hamilton Boulevard, Suite 130
Breinigsville, PA 18031
Tel. 570-231-5141



July 17, 2018

Michael C & Sharon R Hartman
1650 Primrose Ln
Dauphin, PA 17018

Re: Sunbury – Dauphin 69kV Line - Phase 1A4 Rebuild
Parcel # 43-011-107

Kimberly Nettles-Contractor
On behalf of PPL Electric Utilites
Senior Right of Way Specialist

PPL Electric Utilities
Tel. 717-560-2436



December 17, 2018

Michael Hartman
1650 Primrose Lane
Dauphin, PA 17018

We respectfully request that Your Honor order PPL to disclose the current whereabouts and contact information for Kimberly Nettles, and answer the interrogatories addressed to Ms. Nettles, Jonathan Scott and Robin LNU, each a party to this matter as reported representatives of Respondent PPL.

Sincerely yours,

Sharon and Michael Hartman

December 14, 2020

C-2019-3008272 Hartman vs. PPL Motion to Compel Supplement on PPL Bad Faith

Summary of PPL's willful, unreasonable, excessive and unauthorized excavation of pristine mountain property and unwarranted destruction of native vegetation to construct a roadway and crane pads that did not conform to a Dauphin County Conservation District permit and terms of an existing ROW agreement.

(Attachment 1) PPL then failed to restore vegetation and the slope and contour of our mountain property (our back yard) to any semblance of its original condition, but rather littered our property with waste and commercial rocks. The roadway and unrestored adjoining excavated area beyond the approved disturbance boundary pose an unreasonable threat to Clarks Creek and neighboring homes due to erosion and storm water run-off, and will never support native vegetation.

In contradiction to Section 2.14 of PPL's E & S Plan filed with the DCCD, PPL chose an alternate route that permanently disturbed and scarred our property on and off the ROW, to include a decapitated evergreen off the ROW, below. In contradiction to Sections 2.1, 2.12 and 2.14 of PPL's E & S Plan, PPL excavated surface areas far beyond the perimeter of the newly constructed roadway and crane pads to harvest vegetation, topsoil and mountain stone to construct the crane pads.

PPL also failed to provide notice of PPL's intent **not** to utilize an existing access road, but rather excavate virgin territory, build impassable high walls and destroy natural vegetation to construct the foreign material roadway and crane pads. Furthermore, PPL failed to honor repeated requests to identify the contractors/subcontractors that completed the excavation activity on our property. On August 19, 2020, twenty months after the excavation was completed, we independently identified the contractor as MJ Electric, a subsidiary of Quanta Services, Inc. and the subcontractor as Newville Construction.

In so doing, PPL destroyed native vegetation to include wild azaleas and blueberry bushes, blackberry patches, autumn olive, ferns, honeysuckles and mountain laurel. Furthermore PPL obliterated existing foot trails and logging roads and constructed high walls that permanently obstructed foot and vehicle (tractor) access to portions of our property. Note the depth of the "water bar" PPL recently excavated on the roadway between Poles 75 and 76. PPL characterized this April 2020 activity as restoration. My wife and I characterize it as spiteful, wanton destruction, and retribution for our

complaint. Especially when one compares the roadway and water bars constructed on our property versus the roadway and water bars constructed on neighboring NPS lands and an intersecting powerline ROW utilized to reconstruct the powerline on our property.



The original ROW did not address or authorize:

1. The excavation and removal of topsoil and natural rock from the property.
2. The construction of a permanent foreign material roadway that would eliminate ground vegetation.
3. The construction of a hard surface roadway that would facilitate storm water runoff and erosion that would threaten Clarks Creek and lower elevation property; at the time grain producing farm fields, now our home and basement.
4. The construction of permanent crane pads that forever altered the natural slope and topography of the mountain.

The best evidence that the ROW did not address or authorize these four items is the fact that each was remediated and restored on NPS lands by PPL.

Furthermore, PPL's manipulation of the original ROW is unreasonable due to repeated bad faith misrepresentations made to us during the past 2 years, most notably:

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.**
26. That representation proved false. During the spring of 2019 and April 2020 PPL refused to restore our property to its pre-construction condition.
27. 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 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.
28. 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.
29. 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.
30. 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.