

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Michael and Sharon Hartman,	:	
	:	
Complainants,	:	
	:	
v.	:	Docket No. C-2019-3008272
	:	
PPL Electric Utilities Corporation,	:	
	:	
Respondent.	:	

**REBUTTAL TESTIMONY OF  
THOMAS R. EBY**

**PPL Electric Statement No. 1**

**July 8, 2022**

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1 I. **INTRODUCTION**

2 Q. **PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

3 A. My name is Thomas R. Eby, and my business address is 651 Delp Road, Lancaster, PA  
4 17601.

5

6 Q. **BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?**

7 A. I am employed by PPL Electric Utilities Corporation (“PPL Electric” or the “Company”)  
8 as Senior Environmental Professional.

9

10 Q. **WOULD YOU PLEASE DESCRIBE PPL ELECTRIC?**

11 A. PPL Electric is a corporation organized and existing under the laws of the  
12 Commonwealth of Pennsylvania. PPL Electric is a wholly-owned direct subsidiary of  
13 PPL Corporation. I have been advised by counsel that PPL Electric is a “public utility,”  
14 an “electric distribution company” and a “default service provider” as defined in Sections  
15 102 and 2803 of the Public Utility Code, 66 Pa. C.S. §§ 102, 2803.

16

17 Q. **WHAT ARE YOUR DUTIES AS SENIOR ENVIRONMENTAL  
18 PROFESSIONAL?**

19 A. I am responsible for environmental permitting and regulatory compliance for the  
20 Lancaster and Harrisburg areas, specifically, permitting and regulatory requirements  
21 associated with earth disturbance activities, stream and wetland encroachments,  
22 threatened and endangered (“T&E”) species, and activities within Pennsylvania  
23 Department of Transportation (“PennDOT”) easements. I act as a liaison on PPL

1 Electric's behalf with environmental regulatory agencies, such as the Pennsylvania  
2 Department of Environmental Protection ("DEP") and Dauphin County Conservation  
3 District ("DCCD").  
4

5 **Q. WHAT IS YOUR EDUCATIONAL BACKGROUND?**

6 A. I have a B.S. in Biology from York College. I also have several credits from Rutgers  
7 University for courses in wetland delineation and plant identification.  
8

9 **Q. PLEASE DESCRIBE YOUR PROFESSIONAL EXPERIENCE.**

10 A. I currently have over 15 years of experience as an environmental professional. Directly  
11 after graduating from college, I worked for Environmental Resources Management for  
12 over 4 years where I performed wetland delineations, conducted botanical surveys,  
13 prepared stream and wetland encroachment permits, and conducted wetland mitigation  
14 and monitoring field work and reports. Then I worked for Rettew Associates, Inc. for  
15 over 7 years where I performed similar environmental tasks for various pipeline and  
16 development projects primarily in Pennsylvania, Ohio, and West Virginia. I have been  
17 employed by PPL Electric in my current position since November 2018. My title used to  
18 be Senior Permitting and Regulatory Professional from November 2018 to early 2022, at  
19 which point my title changed to Senior Environmental Professional. My duties and  
20 responsibilities did not change as a result of this new job title.  
21

22 **Q. HAVE YOU PREVIOUSLY TESTIFIED AS A WITNESS BEFORE THE**  
23 **PENNSYLVANIA PUBLIC UTILITY COMMISSION ("COMMISSION")?**

1 A. No.

2

3 **Q. WOULD YOU PLEASE DESCRIBE THE SUBJECT MATTER OF YOUR**  
4 **REBUTTAL TESTIMONY?**

5 A. My testimony will: (1) provide an overview of the other Company witnesses' rebuttal  
6 testimony; (2) provide details on the overall Halifax-Dauphin 69 kV Transmission  
7 Rebuild Project ("Project"), a very small portion of which occurred in the Company's  
8 transmission line right-of-way located on the property of Michael and Sharon Hartman  
9 ("Complainants"); (3) respond to the claims in Mr. Hartman's direct testimony  
10 (Complainants St. No. 1) about the Erosion and Sediment Control/Restoration Plans  
11 ("E&S Plans") and National Pollutant Discharge Elimination System ("NPDES") Permit  
12 for the Project (hereinafter referred to as the "E&S Permit"), PPL Electric's compliance  
13 with the E&S Plans and Permit, and the alleged erosion and sediment issues resulting  
14 from the Project; and (4) address various other allegations in Mr. Hartman's direct  
15 testimony about the Company's conduct throughout the Project, its interactions with Mr.  
16 Hartman, and in the informal and formal complaint proceedings before the Commission.

17

18 **Q. ARE YOU SPONSORING ANY EXHIBITS WITH YOUR TESTIMONY?**

19 A. Yes, I am sponsoring the following exhibits:

- 20
- 21 • PPL Electric Exhibit TE-1 – A copy of the E&S Plans for the Project.
  - 22 • PPL Electric Exhibit TE-2 – A copy of the E&S Permit for the Project.
  - 23 • PPL Electric Exhibit TE-3 – A table addressing Mr. Hartman's mischaracterizations  
about the Company's compliance with the E&S Plans and Permit.

- 1           • PPL Electric Exhibit TE-4 – Copies of the “Earth Disturbance Inspection Report[s]”  
2           prepared by DCCD, evidencing the Company’s compliance with the E&S Plans and  
3           Permit.<sup>1</sup>  
4           • PPL Electric Exhibit TE-5 – Aerial photographs of the portion of the Project  
5           traversing the Hartman property taken on June 19, 2022.  
6

7   **II.   OVERVIEW OF OTHER WITNESSES’ REBUTTAL TESTIMONY**

8   **Q.   WOULD YOU PLEASE PROVIDE AN OVERVIEW OF THE OTHER**  
9   **WITNESSES WHO ARE SUBMITTING REBUTTAL TESTIMONY ON BEHALF**  
10 **OF PPL ELECTRIC IN THIS PROCEEDING?**

11   A.   Below is a list of the other witnesses and the subject matters of their direct testimony:

- 12           • PPL Electric Statement No. 2 – Rebuttal Testimony of William Salisbury – Mr.  
13           Salisbury will address the Company’s construction and excavation practices, explain  
14           PPL Electric’s construction and excavation of the crane pads, construction and  
15           excavation of the access road, and excavation of the logging road as part of the  
16           Project, and rebut Mr. Hartman’s allegations on those topics.  
17           • PPL Electric Statement No. 3 – Rebuttal Testimony of Austin Weseloh – Mr.  
18           Weseloh will provide details on the Company’s transmission line right-of-way  
19           traversing Mr. Hartman’s property, explain PPL Electric’s interactions with other

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<sup>1</sup> PPL Electric Exhibit TE-4 consists of the reports for the inspections performed on December 18, 2018, January 30, 2019, June 24, 2019, July 22, 2020, and June 10, 2021. There was one additional inspection. PPL Electric has requested a copy of that inspection report from DCCD, but as of July 7, 2022, the Company does not have a copy of that inspection report in its possession. If and when PPL Electric receives a copy of that report, the Company will serve a supplemental PPL Electric Exhibit TE-4.

1 landowners as part of the Project, and address Mr. Hartman's real estate-related  
2 allegations.

- 3 • PPL Electric Statement No. 4 – Rebuttal Testimony of Matthew Stutzman – Mr.  
4 Stutzman will describe the Company's vegetation management practices, including  
5 use and application of herbicides, provide details on the vegetation management that  
6 took place within the transmission line right-of-way traversing Mr. Hartman's  
7 property, and respond to Mr. Hartman's allegations about the Company's vegetation  
8 management practices.

9  
10 **III. OVERVIEW OF THE PROJECT**

11 **Q. WOULD YOU PLEASE DESCRIBE THE OVERALL HALIFAX-DAUPHIN 69**  
12 **KV TRANSMISSION REBUILD PROJECT, ALSO REFERRED TO AS THE**  
13 **“PROJECT”?**

14 A. Yes. The Project involved rebuilding the approximately 3.57-mile-long segment of the  
15 single circuit Sunbury-Dauphin 69 kV transmission line between the Halifax Tap and  
16 Dauphin Substation. Engineering for the Project began in 2017, and the Project was  
17 placed in service in January 2019. The Project cost approximately \$12.9 million to  
18 complete. As part of the Project, PPL Electric installed 52 new steel poles. The new  
19 transmission line was constructed as a single circuit/future double circuit. Also, the  
20 Company installed approximately 36,922 feet (or approximately 7 miles) of access roads  
21 to enable the Company's employees and contractors to access PPL Electric's facilities in  
22 a safe, reliable, and efficient manner. One of those access roads is approximately 2,150  
23 feet (or approximately 0.41 miles) in length and traverses Mr. Hartman's property as well

1 as the properties of neighboring landowners. The portion of the access road that is  
2 located on Mr. Hartman's property is approximately 1,078 feet long. That 1,078 feet  
3 equals approximately 2.9% of the 36,922 feet of access roads that was constructed as part  
4 of the Project.

5  
6 **Q. WHY DID THE COMPANY UNDERTAKE THE PROJECT?**

7 A. PPL Electric must provide safe and reliable electric service to its customers. As such, the  
8 Company continually evaluates its transmission and distribution systems for areas in  
9 which it can improve on or at least maintain the current level of safety and reliability for  
10 its electric service. The driver for this Project was replacing aging assets (poles and  
11 conductors), increasing conductor size to meet the Company's standard ratings, and  
12 meeting fiber communication needs.

13  
14 **Q. HOW MANY PROPERTIES WERE IMPACTED BY THE PROJECT?**

15 A. The Project involved reconstruction of the Sunbury-Dauphin 69 kV transmission line  
16 crossing 179 landowner's properties, including Mr. Hartman's property.

17  
18 **Q. BESIDES MR. HARTMAN, HAVE ANY OF THOSE LANDOWNERS FILED AN  
19 INFORMAL OR FORMAL COMPLAINT AGAINST PPL ELECTRIC  
20 REGARDING THE PROJECT?**

21 A. No.

22  
23 **Q. WHAT WERE YOUR RESPONSIBILITIES FOR THE PROJECT?**



1 A. I was responsible for PPL Electric's environmental permitting and regulatory compliance  
2 for the project. I also managed interactions with the regulatory agencies, such as the  
3 DCCD, DEP, and the U.S. National Park Service ("NPS").  
4

5 **Q. HOW MANY OF THE COMPANY'S TRANSMISSION LINES HAVE YOU SEEN**  
6 **IN PERSON?**

7 A. I have seen over 50 of the Company's transmission lines in person. While working at  
8 PPL Electric and including current workload, I have managed the environmental  
9 compliance for hundreds of miles of transmission line projects and over 15 substation  
10 projects.  
11

12 **Q. HAVE YOU BEEN ON SITE AT THE PROJECT, INCLUDING THE VERY**  
13 **SMALL PORTION THAT IS LOCATED ON MR. HARTMAN'S PROPERTY?**

14 A. Yes. I have seen the section of the Project that spans Clarks Valley, from the Peter's  
15 Mountain ridge to the Stony Mountain ridge. The Hartman property is contained within  
16 this section of the Project.  
17

18 **Q. DO YOU HAVE ANY GENERAL OBSERVATIONS ABOUT THE PART OF**  
19 **THE PROJECT LOCATED ON MR. HARTMAN'S PROPERTY?**

20 A. Yes. The Project was completed in accordance with PPL Electric's and electric utility  
21 industry standards, the E&S Plans, and E&S Permit. Now, Mr. Hartman may disagree  
22 with that assessment, but based on my experience and training in the electric industry, as

1 well as the testimony of PPL Electric's other witnesses, I do not see any concerns with  
2 the part of the Project located on Mr. Hartman's property.

3 In fact, the transmission line right-of-way on Mr. Hartman's property looks like  
4 hundreds of miles of other PPL Electric transmission line rights-of-way that I have  
5 personally viewed, especially when dealing with a sloped mountain-side property like Mr.  
6 Hartman's property. Attached to my rebuttal testimony as PPL Electric Exhibit TE-5 are  
7 aerial photographs of the portion of the Project traversing the Hartman property, which  
8 were taken by a PPL Electric drone operator on June 19, 2022. Condensed versions of  
9 those photographs are shown as Photographs 1 and 2 below. I have been on-site at this  
10 property several times, and these photographs fairly and accurately depict the current  
11 condition of the transmission line right-of-way and portion of the Project traversing Mr.  
12 Hartman's property.

13 **Photograph 1 – June 19, 2022 Photograph Facing Northwest**



14

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**Photograph 2 – June 19, 2022 Photograph Facing Southeast**



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In addition, as noted in the rebuttal testimony of Mr. Salisbury (PPL Electric St. No. 2), the Company used the same stone to construct the access road on Mr. Hartman's property on at least 10 miles of the other access roads constructed as part of the Project, and the Company routinely uses this type of stone when constructing access roads located in the Company's transmission line rights-of-way that traverse steep or mountainous properties, such as Mr. Hartman's property. (See PPL Electric St. No. 2, pp. 16-17.) Thus, the access road constructed on Mr. Hartman's property is consistent with access roads constructed by the Company in other transmission line rights-of-way, including many miles of other access roads constructed as part of the Project.

I understand that Mr. Hartman has issues with the aesthetic appearance of the Project, including the very small portion that is located on his property. However, those individual visual concerns should not and cannot take precedence over the Company's

1 duty to provide safe and reliable electric service to its customers. As I noted previously,  
2 the Company undertook the Project because of its duty to provide safe and reliable  
3 electric service to all of its customers, not just Mr. Hartman. Moreover, the Company  
4 constructed the crane pads and access road in the manner that it did to prevent erosion  
5 and stormwater run-off issues (as explained later in my rebuttal testimony) and to ensure  
6 the safety of its workers accessing the Company's facilities in the transmission line right-  
7 of-way (as explained in the rebuttal testimony of Mr. Salisbury, PPL Electric St. No. 2).

8  
9 **IV. EROSION AND SEDIMENT/RESTORATION PLANS**

10 **Q. WHAT ARE E&S PLANS?**

11 A. As defined in the Pennsylvania Department of Environmental Protection's ("DEP")  
12 regulations, an E&S Plan is a "site-specific plan consisting of both drawings and a  
13 narrative that identifies [best management practices] to minimize accelerated erosion and  
14 sedimentation before, during and after earth disturbance activities." 25 Pa. Code § 102.1.  
15 The E&S Plan is submitted as part of requesting an E&S Permit, which is a "permit  
16 required for earth disturbance activities where the earth disturbance is associated with  
17 timber harvesting, road maintenance activities, or oil and gas activities." *Id.* §§ 102.1  
18 (defining "E&S Permit"), 102.6 (stating that an E&S Plan must be submitted as part of  
19 the E&S Permit application).

20  
21 **Q. WHO REVIEWS AND APPROVES E&S PLANS AS PART OF THE E&S**  
22 **PERMITTING PROCESS?**

1 A. DEP reviews and approves the E&S Permit application, including the E&S Plan, and  
2 issues the E&S Permit. In counties where the DEP has delegated that authority to the  
3 county conservation districts, the applicable county conservation district enforces  
4 compliance with the E&S Permit and handle closing out the E&S Permit when the project  
5 is finished.

6  
7 **Q. DID THE COMPANY DEVELOP E&S PLANS FOR THE PROJECT?**

8 A. Yes. Attached to my rebuttal testimony as PPL Electric Exhibit TE-1 contains a true and  
9 correct copy of the Company's E&S Plans that were submitted for the Project, the pages  
10 of which are marked as Revision 2 dated June 1, 2018. The E&S Plans were developed  
11 with PPL Electric's consultants for the Project, Louis Berger Group, which was later  
12 acquired by and is now a part of WSP Global Inc. The E&S Plans were originally  
13 developed in December 2017. Subsequently, the Company made multiple revisions in  
14 2018 to accommodate various construction and DCCD requests. The final revision to the  
15 E&S Plans was made in December 2019 to reflect the as-built condition of the access  
16 road to Poles 75 and 76. The only pages that were revised affecting the Hartman  
17 property were E&S-114 and E&S-115. Specifically, Revision 5 dated October 10, 2018,  
18 changed page E&S-115 to reflect the non-construction of the temporary access road on  
19 the Wech property. Revision 6 dated December 19, 2019, changed pages E&S-114 and  
20 E&S-115 to reflect the as-built condition of the access road to Poles 75 and 76. The  
21 revised pages E&S-114 and E&S-115 from Revisions 5 and 6 are attached to the E&S  
22 Plans set forth in PPL Electric Exhibit TE-1. Thus, PPL Electric Exhibit TE-1 fairly  
23 represents the final version of the E&S Plans relevant to the Hartman property.



1

2 **Q. WERE THE E&S PLANS APPROVED AS PART OF THE E&S PERMITTING**  
3 **PROCESS?**

4 A. Yes. PPL Electric submitted the E&S Plans as part of its E&S Permit application. DEP  
5 approved the E&S Plans and issued the E&S Permit to PPL Electric on July 9, 2018. A  
6 copy of the E&S Permit is attached hereto as PPL Electric Exhibit TE-2. I further note  
7 that DCCD closed out the E&S Permit on June 17, 2021, evidencing the Company's  
8 compliance with the permit's conditions, including the E&S Plans and restoration.

9

10 **Q. COULD YOU SUMMARIZE THE CONTENTS OF THOSE E&S PLANS FOR**  
11 **THE PROJECT?**

12 A. The E&S Plans contain information regarding the limit-of-disturbance for the project, the  
13 general access and grading plan of the project, erosion and sedimentation control  
14 measures, and restoration guidelines for the project.

15

16 **Q. WHERE IN THE E&S PLANS DOES IT SHOW THE WORK TO BE**  
17 **PERFORMED, INCLUDING THE EROSION AND SEDIMENTATION**  
18 **MEASURES TO BE TAKEN, WITHIN THE COMPANY'S TRANSMISSION**  
19 **LINE RIGHT-OF-WAY ON MR. HARTMAN'S PROPERTY?**

20 A. Pages E&S-114 and E&S-115 provide details on the work to be performed in the right-  
21 of-way on Mr. Hartman's property. Specifically, on page E&S-115, the dotted line  
22 beginning on the middle-left portion of the page represents the eastern boundary of Mr.  
23 Hartman's property. Indeed, you can see beneath the dotted line "N/F MICHAEL C

1 HARTMAN SHARON R HARTMAN 43-011-107.” That property line extends  
2 rightward toward Pole 76 (see “1AS-76(F)” indicating Pole 76’s location). On page  
3 E&S-114, the dotted line beginning on the middle-right portion of the page represents the  
4 eastern boundary of Mr. Hartman’s property. Again, you can see beneath the dotted line  
5 “N/F MICHAEL C HARTMAN SHARON R HARTMAN 43-011-107.” That dotted  
6 line extends leftward until it is bisected by another dotted line, which indicates the end of  
7 Mr. Hartman’s property and the beginning of the U.S. National Park Service’s property  
8 (*i.e.*, where Poles 73 and 74 are located).

9 Looking on those two pages, there are two lines toward the bottom indicating the  
10 northern and southern boundaries of the Company’s transmission line right-of-way.  
11 Those boundaries are identified with “ROW” markers along the lines. The E&S Plans  
12 provide details on the work to be performed within that right-of-way, including the  
13 construction of the access road within the right-of-way. Mr. Salisbury addresses the  
14 excavation and construction of the access road in his rebuttal testimony (PPL Electric St.  
15 No. 2).

16  
17 **Q. WHAT ARE THE KINDS OF DETAILS THAT THE E&S PLANS’ MAPS**  
18 **PROVIDE ABOUT THE WORK TO BE PERFORMED ON MR. HARTMAN’S**  
19 **PROPERTY?**

20 A. The E&S Plans’ maps show work to be performed, the materials to be used, the  
21 boundaries of properties and rights-of-way, and the location of structures, as indicated by  
22 various shapes, colors, shading, and/or markings shown in the E&S Plans’ legend. For  
23 example, “STONE TO REMAIN AFTER CONSTRUCTION” is indicated by a series of

1 black and white circles, which, as you can see on pages E&S-114 and E&S-115, are filled  
2 in the demarcated area for the access road on Mr. Hartman's property. (See PPL Electric  
3 Exh. TE-1, pp. E&S-114 and E&S-115.)

4 In addition, the E&S Plans have text on the maps that supply additional  
5 information about the Project. For instance, an arrow pointing to the access road on page  
6 E&S-115 states "MOUNTABLE BERM DIVERSION," which is a water bar that collects  
7 the water flow down a right-of-way or an access road and directs the water flow off of the  
8 right-of-way or access road. (PPL Electric Exh. TE-1, p. E&S-115.)

9  
10 **Q. MR. HARTMAN ALLEGES, IN SEVERAL PLACES OF HIS DIRECT**  
11 **TESTIMONY, THAT THE COMPANY FAILED TO COMPLY WITH THE E&S**  
12 **PLANS. (SEE, E.G., COMPLAINANTS ST. NO. 1, ¶¶ 9, 26, 29, 32-34, 76-81, 136.)**  
13 **DO YOU AGREE?**

14 **A. No. Mr. Hartman's allegations are unfounded. The strongest evidence of PPL Electric's**  
15 **compliance with the E&S Plans and Permit is that DEP and DCCD, the agencies tasked**  
16 **with issuing the E&S Permit and enforcing compliance with the E&S Plans and Permit,**  
17 **closed out the E&S Permit on June 17, 2021. Moreover, the DCCD conducted several**  
18 **inspections throughout the course of the Project (see PPL Electric Exhibit TE-4 for**  
19 **copies of the DCCD inspection reports), and no Notices of Violation ("NOVs") were**  
20 **issued to PPL Electric.**

21 In addition, based on my review of the E&S Plans and the transmission line right-  
22 of-way, PPL Electric's work performed in the Company's transmission line right-of-way  
23 on Mr. Hartman's property was consistent with the E&S Plans. In fact, attached to my



1 rebuttal testimony as PPL Electric Exhibit TE-3 is a table showing how Mr. Hartman's  
2 allegations about the E&S Plans do not align with reality. Although the exhibit responds  
3 to these allegations as well, I would like to provide some examples here to show how his  
4 claims lack merit.

5 First, Mr. Hartman claims that the E&S Plans did not permit the commercial stone  
6 to remain in the access road post-construction. (Complainants St. No. 1, ¶¶ 26, 32,  
7 136(8).) In actuality, the E&S Plans clearly indicate the commercial stone used for the  
8 access road on Mr. Hartman's property would remain after construction. The section of  
9 the E&S Plans cited by Mr. Hartman is for temporary stone access roads, not permanent  
10 ones. That section would only apply if the access road were filled with pink and white  
11 circles (indicating "CONSTRUCTION MATTING OR STONE – REMOVE AND  
12 RESTORE"), green and white circles (indicating "TEMPORARY STONE – MIX IN  
13 SOIL AND REVEGETATE"), or blue and white circles (indicating "STONE AND  
14 FABRIC – REMOVE AND RESTORE"). (PPL Electric Exh. TE-1, pp. E&S-114 and  
15 E&S-115.) Here, however, pages E&S-114 and E&S-115 show black and white circles  
16 filling the access road, which, as stated on the legend of the E&S Plans, means "**STONE**  
17 **TO REMAIN AFTER CONSTRUCTION.**" (PPL Electric Exh. TE-1, pp. E&S-114  
18 and E&S-115) (emphasis added).

19 Second, Mr. Hartman makes several allegations that the Company excavated  
20 areas "far beyond" the permitted areas for the access road and crane pads under the E&S  
21 Plans. (See, e.g., Complainants St. No. 1, ¶¶ 9, 29, 136(6).) As shown in the E&S Plans,  
22 the "LIMIT OF DISTURBANCE" is indicated by a bold red line encompassing the entire  
23 right-of-way width (see, e.g., PPL Electric Exhibit TE-1, p. E&S-115, Legend). Here, the

1 Company's excavation occurred within the permitted "LIMIT OF DISTURBANCE"  
2 under the approved E&S Plans, except for two small areas only approximately 12 feet  
3 outside of the right-of-way, which PPL Electric promptly addressed and restored as soon  
4 as it was made aware of the situation. The DCCD would not have closed out the E&S  
5 Permit if those minor disturbances were not addressed. Thus, any issue with PPL  
6 Electric's E&S Permit compliance was resolved.

7 Third, Mr. Hartman contends that PPL Electric's "decision not to truck-in topsoil  
8 to prepare the crane pads and access road shoulders violated the E&S Plan, Attachment  
9 02." (Complainants St. No. 1, ¶ 77; see also Complainants St. No. ¶¶ 76, 78-81.) The  
10 construction sequence and methodology outlined in the E&S Plans are general guidelines  
11 to assist in limiting sediment laden runoff from the construction site. In areas where the  
12 stone is to be removed, PPL Electric must restore these areas back to a permanently  
13 stabilized vegetated state, with a requirement of 70% vegetation coverage. The Company  
14 achieved this restoration requirement throughout the project area, as evidenced by DCCD  
15 closing out the E&S Permit on June 17, 2021. There is no requirement to truck in topsoil  
16 for all restored areas of the project disturbance.

17  
18 **Q. BASED ON YOUR REVIEW, WAS PPL ELECTRIC'S WORK IN THE RIGHT-**  
19 **OF-WAY ON MR. HARTMAN'S PROPERTY PERFORMED IN ACCORDANCE**  
20 **WITH THE APPROVED E&S PLANS?**

21 **A. Yes.**  
22

1 Q. DID PPL ELECTRIC GIVE ANY INSTRUCTIONS TO ITS EMPLOYEES OR  
2 CONTRACTORS TO VIOLATE THE APPROVED E&S PLANS OR E&S  
3 PERMIT?

4 A. Absolutely not. PPL Electric takes compliance with its E&S Plans and Permits very  
5 seriously. The Company did not, does not, and would not direct an employee or  
6 contractor to violate the E&S Plans or E&S Permit.

7

8 Q. DOES THE COMMISSION REVIEW AND APPROVE E&S PERMIT  
9 APPLICATIONS, INCLUDING E&S PLANS?

10 A. No. As I stated previously, the E&S Permit applications are reviewed and approved by  
11 DEP.

12

13 Q. TO YOUR KNOWLEDGE, DOES THE COMMISSION HAVE JURISDICTION  
14 TO DETERMINE THE COMPANY'S COMPLIANCE WITH THE E&S PERMIT  
15 OR E&S PLANS?

16 A. No. I am advised by counsel that the Commission lacks jurisdiction to determine  
17 whether PPL Electric has complied with its E&S Permit or E&S Plans.

18

19 Q. WHAT HAPPENS WHEN DEP OR THE COUNTY CONSERVATION DISTRICT  
20 FINDS THAT A PERMIT HOLDER HAS FAILED TO COMPLY WITH AN E&S  
21 PERMIT OR E&S PLAN?

22 A. The DEP will issue an NOV to the permit holder, which in this case was PPL Electric.

23

1 Q. DID THE DEP OR DCCD TAKE ANY SUCH ACTIONS INDICATING PPL  
2 ELECTRIC'S FAILURE TO COMPLY WITH THE E&S PERMIT OR E&S  
3 PLANS?

4 A. No. In fact, as I noted previously, the DCCD closed out the E&S Permit on June 17,  
5 2021, which evidences PPL Electric's compliance with the E&S Permit and E&S Plans.  
6 Moreover, DEP never issued any NOV's to PPL Electric related to the Project.

7  
8 Q. DO YOU KNOW IF THE DCCD PERFORMED ANY INSPECTIONS TO  
9 DETERMINE IF THE COMPANY WAS COMPLYING WITH THE E&S  
10 PERMIT AND E&S PLANS?

11 A. Yes. The DCCD conducted several inspections throughout the course of the Project and  
12 completed "Earth Disturbance Inspection Report[s]" for each of those inspections.  
13 Copies of the reports in PPL Electric's possession are attached hereto as PPL Electric  
14 Exhibit TE-4. In each of those reports, the DCCD stated their inspection findings, if any  
15 were present, that could result in the potential for an NOV. All inspection findings  
16 observed by the DCCD were promptly addressed by PPL Electric contractors to ensure  
17 compliance with the E&S Plans and Permit.

18  
19 Q. DOES ALL OF THIS EVIDENCE LEAD YOU TO REACH ANY OVERALL  
20 CONCLUSION REGARDING PPL ELECTRIC'S COMPLIANCE WITH THE  
21 E&S PERMIT AND E&S PLANS?

22 A. Yes. PPL Electric complied with its E&S Permit and E&S Plans. Mr. Hartman's claims  
23 otherwise should be disregarded.

1

2 Q. MR. HARTMAN ALSO MAKES CLAIMS THAT THERE HAVE BEEN  
3 EROSION AND SEDIMENT ISSUES AS A RESULT OF THE PROJECT. (SEE,  
4 E.G., COMPLAINANTS ST. NO. 1, ¶¶ 15, 33, 39, 47, 51-53, 56-64, 69, 72, 101-02,  
5 114, 123, 131, 134, 136.) WOULD YOU PLEASE SUMMARIZE THOSE  
6 ALLEGATIONS?

7 A. In general, Mr. Hartman claims that PPL Electric’s construction of the crane pads and  
8 access roads and the Company’s restoration efforts have created erosion and stormwater  
9 run-off issues. As support, Mr. Hartman points to certain photographs purportedly taken  
10 at various points in 2018 through 2022 allegedly showing the erosion issues, stormwater  
11 run-off issues, or both. (Complainants St. No. 1, ¶¶ 51-53.) Based on those photographs,  
12 Mr. Hartman alleges that erosion and stormwater run-off issues have been created by: (1)  
13 the Company’s failure to re-vegetate the crane pads, access road and shoulders, and other  
14 parts of the transmission line right-of-way; (2) PPL Electric’s herbicide application in the  
15 transmission line right-of-way; and (3) the Company’s placement of commercial stone in  
16 the transmission line right-of-way. He also contends that “[e]rosion of the access road  
17 from higher elevations has expanded the width of the stone access road below Pole 76  
18 from 15 feet to approximately 24 feet.” (Complainants St. No. 1, ¶ 64.)

19 Furthermore, Mr. Hartman he claims that the erosion and stormwater run-off  
20 issues from Poles 74 and 73 (situated on the U.S. National Park Service’s property) have  
21 “endanger[ed] lower elevations of [their] property, [their] Primrose Lane Neighbors, and  
22 Clarks Creek” (Complainants St. No. 1, ¶ 57) and that the erosion and stormwater run-off  
23 issues from Poles 76 and 75 (situated on his property) have in fact “damaged [their]

1 property, Clarks Creek, a Class A waterway, the Susquehanna River and ultimately the  
2 Chesapeake Bay” (Complainants St. No. 1, ¶ 56).

3 Lastly, Mr. Hartman contends that the erosion and stormwater run-off, including  
4 herbicide run-off, is heading into the direction of their house and water well.  
5 (Complainants St. No. 1, ¶¶ 64, 102, 122-25.) Also, Mr. Hartman asserts that the  
6 Company’s installation of “storm water run-off bars” on the U.S. National Park Service’s  
7 property “direct water west in the direction of [their] property,” which, according to him,  
8 is “an unwarranted threat to [their] home and surrounding vegetation.” (Complainants St.  
9 No. 1, ¶ 136(11).)

10  
11 **Q. DO YOU AGREE WITH MR. HARTMAN’S CLAIMS?**

12 **A.** No. PPL Electric did not cause any erosion or stormwater runoff issues during this  
13 project as evidence by the fact that PPL Electric didn’t receive any NOV’s from the DEP  
14 and that the DCCD did closed out the E&S Permit on June 17, 2021, which proves PPL  
15 Electric’s compliance with the E&S Permit and E&S Plans. Also as previously stated, it  
16 clearly states on the E&S Plans that the stone used for the access road on the Hartman  
17 property is to remain in place after construction.

18 I have not observed and there is no evidence to suggest that sediment laden  
19 stormwater runoff left the project site and entered any adjacent waterway, including  
20 Clarks Creek or the Susquehanna River. If this would have happened, the DEP would  
21 have issued an NOV to PPL Electric. However, no such NOV Has been issued to PPL  
22 Electric.



1           Also, the installation of the “storm water run-off bars” on the access road on the  
2 U.S. National Park Service’s property assist to slow down and dissipate any stormwater  
3 flow that may concentrate on the access road. These “run-off bars” are directed in a  
4 manner based on how the access road is traversing the contours of the mountain. In no  
5 way are they threatening the Hartman property.

6           In addition, the Company used this type of stone for the access road to help  
7 prevent erosion and stormwater run-off, not to create any such issues. In fact, had the  
8 Company used a smaller type of stone on the sloped mountainside of Mr. Hartman’s  
9 property, the erosion and stormwater run-off would be severe. The larger stone used by  
10 the Company may move somewhat, but smaller stones would have been washed off the  
11 mountainside. Likewise, a paved road would create even worse stormwater run-off  
12 problems. In the end, the Company selected the best material to prevent erosion and  
13 stormwater run-off issues and, as explained in Mr. Salisbury’s rebuttal testimony (PPL  
14 Electric St. No. 2), ensure the safety of its workers accessing the Company’s facilities in  
15 this transmission line right-of-way.

16           Finally, I note again that the DCCD closed out the E&S Permit for the Project.  
17 The DCCD would not close out a E&S Permit when there are existing erosion and  
18 stormwater run-off issues that constitute a violation of the E&S Permit. From my  
19 perspective, the Commission should defer to the actual entity tasked with monitor  
20 compliance with the E&S Plans and E&S Permit (here, the DCCD) and not second-guess  
21 whether the Company’s erosion and stormwater run-off protections have been  
22 appropriate.

23

1 Q. BECAUSE THE E&S PERMIT FOR THE PROJECT WAS CLOSED OUT,  
2 WOULD THE COMPANY HAVE TO SECURE A NEW E&S PERMIT IF THE  
3 COMMISSION DIRECTED THE COMPANY TO TAKE ANY ACTIONS IN THE  
4 TRANSMISSION LINE RIGHT-OF-WAY THAT WOULD CREATE AN EARTH  
5 DISTURBANCE?

6 A. Yes. PPL Electric no longer has an active E&S Permit for the Project. Therefore, if the  
7 Commission were to sustain Mr. Hartman's Formal Complaint and, as a part of its Final  
8 Order, direct PPL Electric to take actions addressing Mr. Hartman's concerns in the  
9 transmission line right-of-way that would create earth disturbance, then the Company  
10 would have to design and develop a new E&S Plan, submit an E&S Permit application,  
11 and receive approval of that E&S Permit application before it could take any such actions.

12

13 Q. WHAT WOULD BE THE COST AND ESTIMATED TIMEFRAME FOR  
14 DEVELOPING A NEW E&S PLAN AND SECURING A NEW E&S PERMIT?

15 A. The approximate cost for developing a new E&S Plan and Permit would be around  
16 \$30,000 and take approximately 10 months to develop and receive approval from the  
17 DEP.

18

19 V. OTHER ALLEGATIONS MADE BY MR. HARTMAN

20 Q. PLEASE RESPOND TO MR. HARTMAN'S ALLEGATION THAT FROM MAY  
21 2020 THROUGH AUGUST 2020, THE COMPANY "IN BAD FAITH, AGREED  
22 TO MEDIATION WITHOUT ANY INTENTION TO COMPROMISE OR  
23 RESTORE OUR PROPERTY, BUT RATHER TO DELAY RESOLUTION OF



1           **THIS MATTER WHICH PPL HAS EFFECTIVELY DELAYED FOR AN**  
2           **ADDITIONAL TWO (2) YEARS.” (COMPLAINANTS ST. NO. 1, ¶ 136(29).)**

3    A.    This claim has no merit. PPL Electric has always engaged in good faith discussions with  
4           Mr. Hartman, including the mediation before the Commission. The simple fact that PPL  
5           Electric has been unwilling to agree to Mr. Hartman’s demands does not mean that the  
6           Company is operating in bad faith. In reality, PPL Electric welcomes a quick resolution  
7           of this proceeding, as it does not benefit the Company for this case to prolong further.

8  
9    **Q.    MR. HARTMAN CLAIMS THAT “FROM DECEMBER 2018 THROUGH**  
10           **JANUARY 2022, PPL RIGHT OF WAY SPECIALISTS AND OUTSIDE**  
11           **COUNSEL HAVE REFUSED [THEIR] REPEATED VERBAL AND FORMAL**  
12           **WRITTEN            REQUESTS            TO            IDENTIFY            THE**  
13           **CONTRACTORS/SUBCONTRACTORS RESPONSIBLE FOR EXCAVATION**  
14           **OF [THEIR] PROPERTY.” (COMPLAINANTS ST. NO. 1, ¶ 136(30).) PLEASE**  
15           **RESPOND.**

16   A    PPL Electric served objections to Mr. Hartman’s interrogatory requesting this  
17           information on several grounds. If Mr. Hartman believed that the Company’s objections  
18           lacked merit, then he should have filed a Motion to Compel seeking to dismiss the  
19           Company’s objections. However, Mr. Hartman did not file such a Motion, even though  
20           he was advised of his right to do so. Therefore, Mr. Hartman’s claims about his  
21           discovery request should be disregarded.

22

1 Q. MR. HARTMAN SIMILARLY CONTENDS THAT YOU HAVE PROVIDED  
2 DISCOVERY RESPONSES THAT “COULD BEST BE CHARACTERIZED AS  
3 EVASIVE, IF IN FACT [YOU] ANSWERED AT ALL.” (COMPLAINANTS ST.  
4 NO. 1, ¶ 136(35).) DO YOU AGREE?

5 A. No. For the discovery requests to which PPL Electric did not object, I answered them  
6 truthfully and to the best of my information, knowledge, and belief. In fact, PPL Electric  
7 responded to two sets of requests for production of documents and two sets of  
8 interrogatories. As part of that process, PPL Electric responded to over 75 separate  
9 discovery requests and produced nearly 700 pages of documents. And, when PPL  
10 Electric discovered additional materials responsive to the requests, the Company  
11 supplemented its discovery responses.

12

13 Q. MR. HARTMAN POINTS TO AN EMAIL DATED AUGUST 24, 2020 SENT BY  
14 KRISTINA WESSNER OF BURNS AND MCDONNELL. (COMPLAINANTS ST.  
15 NO. 1, ¶¶ 76-78.) DID PPL ELECTRIC “WITHH[OLD] THIS EMAIL” FROM  
16 MR. HARTMAN, AS HE ALLEGES? (COMPLAINANTS ST. NO. 1, ¶ 78)?

17 A. No. After my responses to Mr. Hartman’s four sets of discovery requests were served on  
18 March 17, 2022, the Company located additional documents responsive to those requests.  
19 Therefore, in accordance with the Commission’s regulations, PPL Electric supplemented  
20 its responses on April 20, 2022, with additional documents, including the referenced  
21 email.

22

1 Q. MR. HARTMAN QUESTIONS WHETHER HIS ACTIVE FORMAL  
2 COMPLAINT PLAYED A ROLE IN MS. WESSNER'S DECISION NOT TO  
3 TRUCK-IN TOPSOIL TO THE CRANE PADS FOR POLE 76 AND POLE 75.  
4 (COMPLAINANTS ST. NO. 1, ¶ 136(28).) PLEASE RESPOND.

5 A. Ms. Wessner's email states, "Based on the required level of effort outlined to bring in  
6 topsoil, access needed to support these efforts, pavement repairs already completed, and  
7 the active lawsuit with the Hartman's, MJ/Newville shall proceed with re-seeding the two  
8 work pads on the Hartman property that did not achieve the desired growth."  
9 (Complainants Exh. 6.) Therefore, the email says that "MJ/Newville shall proceed with  
10 re-seeding" based on "the active lawsuit with the Hartman's," not that "MJ/Newville"  
11 would abstain from trucking in topsoil because of Mr. Hartman's active Formal  
12 Complaint. (Complainants Exh. 6.) Additionally, the trucking-in of additional topsoil for  
13 the Pole 76 and Pole 75 crane pads proved to be unnecessary, given the Company was  
14 able to achieve 70% vegetation coverage without that topsoil. Thus, I believe it was a  
15 prudent decision not to incur unnecessary costs to truck-in additional topsoil for those  
16 crane pads.

17  
18 Q. MR. HARTMAN ASSERTS THAT "ON MARCH 30, 2020, THE FIRST TWO (2)  
19 OF FOUR (4) TRIAXLE TRUCKS LOADED WITH TOPSOIL DESTINED FOR  
20 NPS LANDS RESTORATION ACTIVITY DROVE-UP AND ENDANGERED,  
21 AND LIKELY PERMANENTLY DAMAGED, OUR MACADAM DRIVEWAY"  
22 AND QUESTIONS WHY THE COMPANY TOOK THAT ROUTE TO THE

1           **NEIGHBORING PROPERTY. (COMPLAINANTS ST. NO. 1, ¶ 78.) PLEASE**  
2           **RESPOND.**

3       A.     PPL Electric does not have any records of Mr. Hartman’s driveway being damaged, and  
4           Mr. Hartman has not presented any substantial evidence that his driveway was damaged.  
5           However, if his driveway were damaged, PPL Electric would work with Mr. Hartman to  
6           compensate him for any such damage so that he can make repairs. This is consistent with  
7           PPL Electric’s policy in dealing with landowners whose driveways are damaged by  
8           Company operations, as explained in Mr. Weseloh’s rebuttal testimony (PPL Electric St.  
9           No. 3).

10

11       **Q.     DO YOU HAVE ANY FINAL THOUGHTS ON MR. HARTMAN’S DIRECT**  
12       **TESTIMONY?**

13       A.     Yes. I understand that Mr. Hartman disagrees with how the Company constructed and  
14           excavated the small portion of the Project located in the transmission line right-of-way on  
15           his property and how the Company conducted vegetation management in that area.  
16           However, at all times relevant to this proceeding, PPL Electric’s actions were taken with  
17           keeping in the best interests of the Company, its employees and contractors, and all of its  
18           customers, including Mr. Hartman. The Company often must balance those interests  
19           when making decisions as to the manner in which PPL Electric will construct and  
20           excavate an access road or crane pad, all the while ensuring that it comports with its  
21           statutory duty to provide safe and reliable service.

22                     I understand that the small portion of the Project on Mr. Hartman’s property may  
23           not have been done exactly to his liking. But his individual preference should not govern

1 PPL Electric's decisions that are being made to: (1) maintain and improve the safety and  
2 reliability of the Company's electric service to 18,149 customers served by the Sunbury-  
3 Dauphin 69 kV transmission line; and (2) ensure that PPL Electric's employees and  
4 contractors can access PPL Electric's facilities in the transmission line right-of-way in a  
5 safe, reliable, and efficient manner.

6 In addition, when adjudicating the Formal Complaint, the Commission should  
7 keep in mind the substantial efforts PPL Electric has made to try to resolve Mr.  
8 Hartman's issues. Specifically, PPL Electric has taken the following actions in response  
9 to Mr. Hartman's concerns:

- 10 1. Relocating the temporary access road from outside of the right-of-way  
11 corridor to back within the right-of-way, rather than modifying the E&S  
12 Plans to reflect the new location of the access road outside of the right-of-  
13 way corridor.
- 14 2. Sending contractors out to the access road to reduce its width to  
15 approximately 15 feet. (See PPL Electric St. No. 2, p. 18.)
- 16 3. Replacing a boulder that Mr. Hartman believed was moved from his  
17 property during the construction of the Pole 76 crane pad. (See PPL  
18 Electric St. No. 2, p. 10.)
- 19 4. Meeting with Mr. Hartman on several occasions to hear his concerns and  
20 try to develop reasonable remedial actions.

21 Furthermore, while the Company continues to believe that its actions were  
22 justified and did not violate any provision of the Public Utility Code, the Commission's  
23 regulations and orders, or the Company's Commission-approved tariff, PPL Electric

1 remains willing to take additional actions if they would fully and finally resolve Mr.  
2 Hartman's issues, such as:

- 3 1. Except in emergency situations, providing Mr. Hartman at least 24 hours'  
4 notice before any employees or contractors enter upon Mr. Hartman's  
5 property to conduct vegetation management work.
- 6 2. As part of that advance notice of vegetation management work, providing  
7 Mr. Hartman a general description of the vegetation management work to  
8 be performed.
- 9 3. To the extent that Mr. Hartman has found any additional refuse remaining  
10 in the transmission line right-of-way, sending a crew to collect such refuse.  
11 (PPL Electric St. No. 2, p. 13.)

12  
13 **Q. DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY AT THIS TIME?**

14 **A.** Yes, although I reserve the right to supplement my rebuttal testimony.

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Michael and Sharon Hartman,	:	
	:	
Complainants,	:	
	:	
v.	:	Docket No. C-2019-3008272
	:	
PPL Electric Utilities Corporation,	:	
	:	
Respondent.	:	

**REBUTTAL TESTIMONY OF  
WILLIAM SALISBURY**

**PPL Electric Statement No. 2**

**July 8, 2022**

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1 **I. INTRODUCTION**

2 **Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

3 A. My name is William Salisbury, and my business address is 651 Delp Road, Lancaster,  
4 PA 17601.

5

6 **Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?**

7 A. I am employed by PPL Electric Utilities Corporation (“PPL Electric” or the “Company”)  
8 as Construction Supervisor.

9

10 **Q. WHAT ARE YOUR DUTIES AS CONSTRUCTION SUPERVISOR?**

11 A. I am responsible for overseeing the planning, sourcing, and execution of major  
12 transmission and bulk power substation projects throughout the Harrisburg territory. This  
13 comprises six counties including York, Cumberland, Dauphin, Perry, Juniata, and Snyder  
14 counties. I am accountable for the safety of the crews while performing all matters of  
15 work on the jobsite, as well outage planning, switching, cost control, commissioning, and  
16 restoration.

17

18 **Q. WHAT IS YOUR EDUCATIONAL BACKGROUND?**

19 A. I have a bachelor’s degree from Shippensburg University

20

21 **Q. PLEASE DESCRIBE YOUR PROFESSIONAL EXPERIENCE.**

22 A. I began at PPL as a construction supervisor in 2011. During that time, I have managed  
23 hundreds of jobsites conducting all matters of work in distribution, transmission, and

1           substations, relays, and fiber optic. I hold professional certifications with Utility Safety  
2           & Ops Leadership Network (“USOLN”) and am a Certified Utility Safety Professional.  
3           (“CUSP”). I have been a commissioned officer in the U.S. Army since 2004, currently  
4           holding the rank of Major.

5  
6           **Q.    HAVE YOU PREVIOUSLY TESTIFIED AS A WITNESS BEFORE THE**  
7           **PENNSYLVANIA PUBLIC UTILITY COMMISSION (“COMMISSION”)?**

8           A.    No.

9  
10          **Q.    WOULD YOU PLEASE DESCRIBE THE SUBJECT MATTER OF YOUR**  
11          **REBUTTAL TESTIMONY?**

12          A.    My testimony will address the Company’s construction practices, explain PPL Electric’s  
13          construction of the crane pads, access road, and logging road as part of the Project, and  
14          rebut Mr. Hartman’s allegations about the construction of the crane pads, access road,  
15          and logging road as part of the Project. I will also address an allegation made by Mr.  
16          Hartman related to the Company’s work on the U.S. National Park Service’s land  
17          abutting Mr. Hartman’s property.

18  
19          **Q.    ARE YOU SPONSORING ANY EXHIBITS WITH YOUR TESTIMONY?**

20          A.    No.

1 **II. PPL ELECTRIC'S CONSTRUCTION AND EXCAVATION PRACTICES**

2 **Q. COULD YOU PLEASE PROVIDE AN OVERVIEW OF PPL ELECTRIC'S**  
3 **CONSTRUCTION AND EXCAVATION PRACTICES IN TRANSMISSION LINE**  
4 **RIGHTS-OF-WAY?**

5 A. Overall, PPL Electric follows all applicable industry accepted engineering practices, its  
6 design drawings, and its plans and adheres to all applicable permits, laws, and regulations,  
7 including Occupational Safety and Health Administration ("OSHA") and Institute of  
8 Electrical and Electronics Engineers ("IEEE") regulations. However, the actual  
9 construction and excavation that takes place on a property varies from site to site  
10 depending on the site-specific circumstances. Indeed, the way in which PPL Electric  
11 constructs and excavates in a transmission line right-of-way located on a flat, rural  
12 property may be different from how the Company conducts those practices on a steep  
13 mountainside. As such, for safety reasons, the Company must be more mindful of the  
14 slope of roads constructed on steep mountainsides, whereas slope is not much of a  
15 concern on flat, rural properties.

16  
17 **Q. DOES THE COMPANY FOLLOW ANY PLANS WHEN UNDERTAKING**  
18 **CONSTRUCTION AND EXCAVATION IN TRANSMISSION LINE RIGHTS-OF-**  
19 **WAY?**

20 A. Yes. As I noted above, the Company follows all of its design drawings and plans,  
21 including the applicable Erosion and Sediment/Restoration Plan ("E&S Plan") and the  
22 conditions set forth in the Erosion and Sediment Permit ("E&S Permit").

23

1 **Q. IS IT TYPICAL FOR THE COMPANY'S PLANNED CONSTRUCTION AND**  
2 **EXCAVATION FOR A PROJECT TO CHANGE ONCE PPL ELECTRIC IS OUT**  
3 **IN THE FIELD CONDUCTING THAT WORK?**

4 A. Yes. It is very common, not only in the electric industry but in any commercial  
5 construction and excavation project, that the planned construction and excavation needs  
6 to be changed once the work is about to begin or already underway. There are many  
7 reasons for this. The on-site conditions may not be the same as the engineers who  
8 designed the project or developed the E&S Plan understood them to be. Indeed, viewing  
9 a site from a Geographic Information System ("GIS") map is much different than seeing  
10 it up close. Site conditions also may change during the project due to weather and other  
11 factors outside of the Company's control. As a result, PPL Electric must make changes  
12 to its planned construction and excavation in response. Further, PPL Electric may  
13 determine that changes are needed to ensure the current and future safety of its workers  
14 or to improve its ability to access its facilities in the transmission line right-of-way. Any  
15 material changes to the approved E&S Plan are reviewed by DEP and/or the applicable  
16 conservation district.

17  
18 **Q. DOES A PROJECT ALWAYS TURN OUT EXACTLY HOW IT IS SET FORTH**  
19 **IN AN E&S PLAN?**

20 A. No. Again, as stated above, a project can often change from how it is originally  
21 envisioned for a variety of reasons. This is very common in the electric industry.

22

1 Q. DOES THAT MEAN PPL ELECTRIC’S CONSTRUCTION AND EXCAVATION  
2 VIOLATED THE E&S PLAN?

3 A. No, so long as PPL Electric remains within the parameters set forth in the E&S Plan. For  
4 example, the E&S Plan will have a “LIMIT OF DISTURBANCE,” which prescribes the  
5 parameters for the area that the Company can disturb as part of its construction and  
6 excavation. As long as PPL Electric’s construction and excavation does not materially  
7 exceed those boundaries, then the Company has not violated the E&S Plan.

8

9 III. PPL ELECTRIC’S CONSTRUCTION AND EXCAVATION OF THE CRANE  
10 PADS, ACCESS ROAD, AND LOGGING ROAD AS PART OF THE PROJECT

11 Q. ARE YOU FAMILIAR WITH THE CONSTRUCTION AND EXCAVATION OF  
12 THE CRANE PADS, ACCESS ROAD, AND LOGGING ROAD AS PART OF THE  
13 HALIFAX-DAUPHIN 69 KV TRANSMISSION LINE REBUILD PROJECT  
14 (“PROJECT”)?

15 A. Yes, as a PPL Electric Construction Supervisor, I was responsible for overseeing the  
16 construction and excavation of the crane pads and access road. Further, my  
17 understanding is that the referenced logging road crosses the transmission line right-of-  
18 way near Pole 76. Therefore, I am familiar with any excavation of the referenced logging  
19 road that occurred within the transmission line right-of-way.

20

21 A. CONSTRUCTION AND EXCAVATION OF THE CRANE PADS

22 Q. COULD YOU PLEASE PROVIDE US WITH DETAILS ON THE  
23 CONSTRUCTION AND EXCAVATION OF THE CRANE PADS FOR POLES 76

1           **AND 75 IN THE TRANSMISSION LINE RIGHT-OF-WAY ON MR.**  
2           **HARTMAN’S PROPERTY?**

3    A.    PPL Electric constructed and excavated both the crane pads and access road with safety  
4           as its priority. To construct the Project, the Company needed to haul large amounts of  
5           concrete up a steep mountainside to reconstruct Poles 75 and 76. Each truck going up  
6           that mountainside with a full load of concrete weighed approximately 27 tons  
7           (approximately 27,000 pounds for a load of concrete and 27,000 pounds for the truck).  
8           Therefore, the Company needed to have crane pads and access roads that could safely  
9           withstand and support that amount of weight. Had it not done so, the weight of the truck  
10          could have displaced the stone in the road, causing the truck to get stuck, the  
11          approximately 27,000-pound load of concrete to spill and need to be unloaded, and/or the  
12          truck and equipment to roll over, thereby placing the Company’s employees and  
13          contractors in harm’s way.

14                 Less of a concern, but still relevant, would be the additional time and expenses  
15                 that would need to be incurred to correct the damage caused by such an occurrence.  
16                 Given that the Company’s reasonable and prudently incurred capital costs and expenses  
17                 are ultimately recovered from its ratepayers, PPL Electric must take steps to avoid  
18                 incidents that unnecessarily increase its costs for a Project, especially when those same  
19                 steps are necessary for employee and contractor safety.

20  
21    **Q.    DID THE CRANE PADS FOR POLES 76 AND 75 “DISTURB[] THE NATURAL**  
22           **SLOPE OF THE HARTMAN AND WECH PROPERTY,” AS ALLEGED BY MR.**  
23           **HARTMAN (COMPLAINANTS ST. NO. 1, ¶ 40(16))?**

1 A. Yes, but only to the extent necessary for the safe installation and continued maintenance  
2 of Poles 76 and 75. As I explained previously, safety was the primary reason why the  
3 Company constructed the crane pads and access road in the manner that it did, and that  
4 includes the slope of the crane pads.

5  
6 Q. MR. HARTMAN CONTENDS THAT “INCIDENT TO THE CONSTRUCTION  
7 OF THE NEW ACCESS ROAD ON HARTMAN PROPERTY, PPL DESTROYED  
8 NATIVE VEGETATION AND EXCAVATED AND REMOVED TOPSOIL AND  
9 MOUNTAIN STONE FROM THE HARTMAN PROPERTY TO CONSTRUCT  
10 THE POLE 75 CRANE PAD SITUATED PRIMARILY ON WECH PROPERTY.”  
11 (COMPLAINANTS ST. NO. 1, ¶ 40(11).) SIMILARLY, HE ARGUES THAT “A  
12 SUBSTANTIAL PORTION OF THE TOPSOIL AND MOUNTAIN STONE  
13 HARVESTED FROM [THEIR] PROPERTY TO CONSTRUCT THE CRANE  
14 PADS WAS DEPOSITED ONTO [THEIR] NEIGHBOR’S PROPERTY.”  
15 (COMPLAINANTS ST. NO. 1, ¶ 73.) PLEASE RESPOND.

16 A. I disagree with Mr. Hartman’s conclusions. As a courtesy to Mr. Hartman, PPL Electric  
17 marked the property lines for Mr. Hartman’s property and the Wech property within the  
18 transmission line right-of-way, and PPL Electric required its contractors not to transfer  
19 “topsoil,” “mountain stone,” or other materials between the two properties. However,  
20 this is not the Company’s typical process. Indeed, so long as the disturbance occurs  
21 within the “LIMIT OF DISTURBANCE” set forth in the E&S Plan, then the Company  
22 can move on-site materials that are disturbed, including topsoil and stones, between two  
23 or more properties that are within the “LIMIT OF DISTURBANCE.” Thus, even if the

1 Company's contractors did, as alleged by Mr. Hartman, move those materials between  
2 his property and the Wech property, it would have been permissible to do so.

3  
4 **Q. MR. HARTMAN ALLEGES THAT "PPL DESTROYED VEGETATION AND**  
5 **EXCAVATED TOPSOIL AND MOUNTAIN STONE BEYOND THE**  
6 **PERIMETER OF THE ACCESS ROAD ON HARTMAN PROPERTY TO**  
7 **HARVEST TOPSOIL AND MOUNTAIN STONE TO CONSTRUCT THE POLE**  
8 **75 CRANE PAD SITUATED PRIMARILY ON WECH PROPERTY."**  
9 **(COMPLAINANTS ST. NO. 1, ¶ 40(12).) PLEASE RESPOND.**

10 A. As I explained previously, PPL Electric's earth disturbances need only be within the  
11 "LIMIT OF DISTURBANCE"; therefore, the excavation was not, as Mr. Hartman  
12 believes, restricted to the "perimeter of the access road."

13  
14 **Q. SIMILARLY, MR. HARTMAN CLAIMS THAT THE COMPANY "EXCAVATED**  
15 **HARTMAN PROPERTY OFF THE [RIGHT-OF-WAY] ADJACENT TO POLE 75,**  
16 **AND IN SO DOING ENDANGERED MATURE TREES, AND DESTROYED**  
17 **NATIVE VEGETATION, INCLUDING HUCKLE BERRIES, THAT WERE**  
18 **FOUND WITHIN AND OUTSIDE OF THE [RIGHT-OF-WAY] AT THAT AREA."**  
19 **(COMPLAINANTS ST. NO. 1, ¶ 40(14).) PLEASE RESPOND.**

20 A. During a construction project, there will be earth disturbances, including disturbances to  
21 existing vegetation, such as trees and bushes in the area. However, PPL Electric was  
22 permitted to disturb existing vegetation consistent with its rights under the applicable  
23 permits and right-of-way agreements. Moreover, as explained by Mr. Stutzman (PPL



1 Electric St. No. 4), the Company performs vegetation management within transmission  
2 line rights-of-way. Lastly, as noted by Mr. Eby (PPL Electric St. No. 1), the Company's  
3 excavation occurred within the permitted "LIMIT OF DISTURBANCE" under the  
4 approved E&S Plans, except for two small areas only approximately 12 feet outside of  
5 the right-of-way, which PPL Electric promptly addressed and restored as soon as it was  
6 made aware of the situation. As Mr. Eby explains, the DCCD would not have closed out  
7 the E&S Permit if those minor disturbances were not addressed. (See PPL Electric St. No.  
8 1.)

9  
10 **Q. ACCORDING TO MR. HARTMAN, PPL ELECTRIC REFUSED TO, AS**  
11 **ALLEGEDLY PROMISED, "REMOVE THE COMMERCIAL STONE FROM**  
12 **THE CRANE PAD, REDUCE THE SIZE OF THE CRANE PAD AND RETURN**  
13 **TOPSOIL AND MOUNTAIN STONE . . . ." AND TRUCK-IN TOPSOIL.**  
14 **(COMPLAINANTS ST. NO. 1, ¶¶ 38, 136(21).) PLEASE RESPOND.**

15 **A.** I am unaware of any promise by the Company or its contractors to take these actions.  
16 Moreover, if the crane pad size were reduced, then PPL Electric would have to re-enlarge  
17 the crane pad any time the Company would need to access and perform maintenance on  
18 the pole. In other words, any reduction of the crane pad would be a costly and  
19 unnecessary step and, in actuality, could lead to future construction and excavation on the  
20 Hartman property. Further, as I explained previously, the Company took steps to help  
21 ensure that its contractors did not move any on-site materials, including topsoil and  
22 mountain stone, between Mr. Hartman's property and the Wech property.

23

1 **Q. MR. HARTMAN CLAIMS THAT THE COMPANY REMOVED A BOULDER**  
2 **FROM HIS PROPERTY AND USED IT TO CONSTRUCT THE POLE 76**  
3 **CRANE PAD AND THEN REFUSED TO MOVE THE BOULDER BACK. (SEE,**  
4 **E.G., COMPLAINANTS ST. NO. 1, ¶¶ 7, 40(6), 41, 136(21), 136(22).) PLEASE**  
5 **RESPOND.**

6 A. I am unaware of any such boulder being used to construct a crane pad. However, based  
7 on a review of PPL Electric's records, it appears that one of PPL Electric's contractors  
8 believed that there was a boulder that could have been used to build up the work pad  
9 around a structure that was erected. Nevertheless, it is unclear whether the boulder  
10 referenced in that document was from the Complainant's property outside of the  
11 transmission line right-of-way or not. Regardless, this segment of the transmission line  
12 right-of-way is a steep mountainside that was strewn with boulders during the time of  
13 construction. As a courtesy to Mr. Hartman, PPL Electric replaced a boulder that the  
14 Company thought Mr. Hartman wanted; however, that evidently did not resolve Mr.  
15 Hartman's issues. Even if the Company used a boulder from Mr. Hartman's property in  
16 the transmission line right-of-way, I am advised by counsel that it was permissible under  
17 the Company's right-of-way agreement and E&S Plans.

18  
19 **Q. MR. HARTMAN RELATEDLY ARGUES THAT THE BOULDER WAS MOVED**  
20 **FROM HIS PROPERTY TO THE POLE 76 CRANE PAD, WHICH,**  
21 **ACCORDING TO HIM, IS "SITUATED PRIMARILY ON WECH'S PROPERTY."**  
22 **(COMPLAINANTS ST. NO. 1, ¶ 40(6).) PLEASE RESPOND.**

1 A. During a construction project, the Company does not take an inventory of where every  
2 pebble, stone, rock, or boulder is located. At the end of the day, PPL Electric constructs a  
3 project consistent with its right-of-way agreement, design drawings, and E&S Plans,  
4 which, as here, necessarily involves the disturbance of earth, excavating the property, and  
5 moving on-site materials. To the extent reasonable, the Company takes certain actions to  
6 resolve issues with affected landowners, such as replacing the boulder that was allegedly  
7 moved from Mr. Hartman's property.

8  
9 **Q. MR. HARTMAN ASSERTS THAT "PPL USED LARGE FOUNDATION STONE  
10 TO CONSTRUCT THE ACCESS ROAD AND COVER THE CRANE PADS ON  
11 HARTMAN PROPERTY, BUT USE[D] MORE REFINED, SMALLER, AND  
12 HIGHER QUALITY STONE ON [THE U.S. NATIONAL PARK SERVICE]  
13 LANDS FOR CONSTRUCTION OF THE SAME." (COMPLAINANTS ST. NO. 1,  
14 ¶ 40(4).) PLEASE RESPOND.**

15 A. On Mr. Hartman's property and the Wech property, the Company used rip-rap, "2-A  
16 modified" stone, and "2-B" stone to construct the access road and crane pads. The  
17 Company primarily used the rip-rap as a base for the "2-A modified" and "2-B" stone,  
18 which provided a strong and reliable foundation for the access road and crane pads and,  
19 by extension, the Company's trucks and equipment. This was the Company's preferred  
20 stone to use on this steep mountainside.

21 However, PPL Electric was required by a federal permit to use broken shale stone  
22 for restoration on the U.S. National Park Service property. If the Company ever has to go  
23 back out to the U.S. National Park Service property for maintenance or other purposes,

1 PPL Electric will have to secure a new permit and may have to replace any broken shale  
2 stone that was displaced due to the Company's actions.

3  
4 **Q. MR. HARTMAN ALSO CONTENDS THAT "THE CRANE PADS**  
5 **CONSTRUCTED ON THE HARTMAN AND WECH PROPERT[IES] WERE**  
6 **MUCH LARGER THAN THE CRANE PADS CONSTRUCTED ON [THE U.S.**  
7 **NATIONAL PARK SERVICE] LANDS." (COMPLAINANTS ST. NO. 1, ¶ 40(15);**  
8 **SEE ALSO COMPLAINANTS ST. NO. 1, ¶¶ 54-56.) PLEASE RESPOND.**

9 A. The actual size of a crane pad depends on site-specific circumstances, including the  
10 property's topography and slope as well as the weight of the cranes being used.  
11 Therefore, the size of a crane pad on one property often will be different than another  
12 property. Ultimately, PPL Electric constructs crane pads that are large and stable enough  
13 to safely support the cranes being used by the Company's employees and contractors.  
14 Here, there is nothing unusual about the size of the crane pads located on the Hartman  
15 property.

16  
17 **Q. NEAR THE POLE 75 CRANE PAD, MR. HARTMAN CLAIMS THAT**  
18 **"DISPLACED ROCKS, TOO LARGE TO BE MOVED MANUALLY, WERE**  
19 **HAPHAZARDLY LEFT BEHIND," AS PURPORTEDLY SHOWN IN A**  
20 **PHOTOGRAPH DATED DECEMBER 2018. (COMPLAINANTS ST. NO. 1, ¶ 9.)**  
21 **PLEASE RESPOND.**

22 A. I first note that Mr. Hartman clarified in discovery that this photograph was actually  
23 taken on May 2, 2019, not in December 2018. As to the substance of Mr. Hartman's

1 allegation, PPL Electric does not leave materials “haphazardly” behind in a transmission  
2 line right-of-way. Here, the Company did not believe it was reasonable or prudent to  
3 incur the unnecessary time and expense to remove rocks from a steep mountainside  
4 where, even before the Project, there were already hundreds of rocks.

5  
6 **Q. MR. HARTMAN ALSO ASSERTS THAT THE COMPANY’S CONTRACTORS**  
7 **LEFT BEHIND “MANY COFFEE CUPS, PLASTIC WATER BOTTLES,**  
8 **CIGARETTE BUTTS AND PACKS, STRING, AND OTHER GARBAGE” IN THE**  
9 **WINTER OF 2018-2019. (COMPLAINANTS ST. NO. 1, ¶ 70.) PLEASE**  
10 **RESPOND.**

11 A. I do not recall the Company’s employees or contractors ever leaving refuse in this  
12 transmission line right-of-way. PPL Electric prides itself on its employees and  
13 contractors keeping their worksites clean and requires its employees and contractors to  
14 deposit any refuse in appropriate trash containers that are later removed from the property.  
15 If an employee or contractor were to not comply with this requirement, PPL Electric  
16 would take corrective action, such as working with the contractor’s leadership to develop  
17 a plan for addressing the issue with the contractor or remove that contractor from the  
18 project. Additionally, many hikers and locals frequent this spot on the Appalachian Trail,  
19 as I saw them accessing the property during the course of the Project. Any refuse was  
20 likely deposited by other persons accessing the property, not PPL Electric’s employees or  
21 contractors. Notwithstanding, to the extent that Mr. Hartman has found any additional  
22 refuse remaining in the transmission line right-of-way, PPL Electric would certainly be  
23 willing to send a crew to collect that refuse and dispose of it.

1

2

**B. CONSTRUCTION AND EXCAVATION OF THE ACCESS ROAD**

3

**Q. COULD YOU PLEASE PROVIDE US WITH DETAILS ON THE CONSTRUCTION AND EXCAVATION OF THE ACCESS ROAD IN THE TRANSMISSION LINE RIGHT-OF-WAY ON MR. HARTMAN'S PROPERTY?**

4

5

6

A. PPL Electric excavated and constructed the access road in the transmission line right-of-way on Mr. Hartman's property consistent with the E&S Plans. As noted previously, the Company used rip-rap, "2-A modified" stone, and "2-B" stone to construct the access road and crane pads on Mr. Hartman's property and the Wech property. PPL Electric also excavated and constructed the access road using "switchbacks," which are winding or zigzag paths, to reduce the amount of grade that it was crossing at any given time. The use of "switchbacks" is critical when, as here, trucks need to haul heavy equipment and concrete up a steep mountainside. Without them, the Company's employees and contractors would have been unable to safely transport their equipment and construct the Project and would be unable to safely access the poles in the future.

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17

**Q. MR. HARTMAN CLAIMS THAT PPL ELECTRIC "FAILED TO FOLLOW THE E&S PLAN AND PRE-EXISTING ACCESS ROAD BETWEEN POLE 76 AND 75 ENTIRELY ON WECH'S PROPERTY, AND INSTEAD CONSTRUCTED A NEW ACCESS ROAD ON HARTMAN AND WECH PROPERTY." (COMPLAINANTS ST. NO. 1, ¶ 40(10).) PLEASE RESPOND.**

18

19

20

21

22

A. As explained previously, PPL Electric needed to construct the access road using "switchbacks" for safety reasons. This resulted in the access road winding onto Mr.

23

1 Hartman's property within the transmission line right-of-way between Poles 76 and 75.  
2 The Company's E&S Plans were updated with DCCD to reflect the new path of the  
3 access road, as seen in PPL Electric Exhibit TE-1 attached to Mr. Eby's rebuttal  
4 testimony.

5  
6 **Q. MR. HARTMAN CLAIMS THAT THE COMPANY VIOLATED THE E&S PLAN**  
7 **BECAUSE THE ACCESS ROAD IS WIDER THAN 15 FEET IN CERTAIN**  
8 **AREAS. (COMPLAINANTS ST. NO. 1, ¶¶ 22, 40(1), 47, 64.) DO YOU AGREE?**

9 A. No. The E&S Plan does not set firm requirements for how wide the access road must be.  
10 When originally designing the access road for the Project, PPL Electric believed that a  
11 15-foot-wide access road would be sufficient. However, once out in the field, the  
12 Company determined that the access road would need to be wider to accommodate the  
13 Company's vehicles and equipment, so that PPL Electric's employees can safely navigate  
14 the sloped mountainside on Mr. Hartman's property, safely access the Company's  
15 facilities in the transmission line right-of-way, and safely utilize their equipment in the  
16 transmission line right-of-way. For additional details on PPL Electric's compliance with  
17 the E&S Plan, please see Mr. Eby's rebuttal testimony (PPL Electric St. No. 1).

18  
19 **Q. ACCORDING TO MR. HARTMAN, THE ACCESS ROAD HAD AN**  
20 **"AUTHORIZED [8-INCH] HEIGHT/DEPTH" BUT THE ROAD "WAS**  
21 **ACTUALLY APPROXIMATELY [18 INCHES] HIGH AT ITS ORIGIN."**  
22 **(COMPLAINANTS ST. NO. 1, ¶ 40(2); SEE COMPLAINANTS ST. NO. 1, ¶ 22.)**  
23 **PLEASE RESPOND.**

1 A. I disagree that there was any requirement or limitation on the depth of the amount of  
2 stone used for the road. Rather, the Company must deploy as much stone as necessary to  
3 safely navigate the access road, which is why PPL Electric constructed this access road to  
4 the depth that it did.

5

6 **Q. MR. HARTMAN CLAIMS THAT “THE AUTHORIZED ROADWAY WAS TO  
7 CONSIST OF A [6-INCH] FOUNDATION ROCK BASE TOPPED BY A [2-INCH]  
8 LAYER OF SMALLER STONE, BUT THE ACCESS ROAD WAS COVERED, IN  
9 PART, BY LARGE UNSAFE FOUNDATION STONE THAT WAS DIFFICULT  
10 TO NAVIGATE.” (COMPLAINANTS ST. NO. 1, ¶ 40(3).) PLEASE RESPOND.**

11 A. I disagree with Mr. Hartman’s characterization of the access road. As explained  
12 previously, PPL Electric utilized rip-rap, “2-A modified” stone, and “2-B” stone to  
13 construct the access road. The Company primarily used the rip-rap as a base for the “2-A  
14 modified” and “2-B” stone, which provided a strong and reliable foundation for the  
15 access road and, by extension, the Company’s trucks and equipment. However, in areas  
16 of little or no grade, PPL Electric did not need the “2-A modified” or “2-B” stone for its  
17 trucks to gain traction. In the end, PPL Electric constructed the access road in a manner  
18 that enables the Company’s employees and contractors to navigate the access road safely  
19 and reliably.

20

21 **Q. HAS THE COMPANY USED THIS SAME STONE TO CONSTRUCT OTHER  
22 ACCESS ROADS IN TRANSMISSION LINE RIGHTS-OF-WAY?**



1 A. Yes. The Company used the same stone to construct the access road on Mr. Hartman's  
2 property on at least 10 miles of the other access roads constructed as part of the Project.  
3 The NPS property was the lone exception, where different materials were used for an  
4 approximately half-mile-long access road due to the permit requirements. Moreover, the  
5 Company routinely uses this type of stone when constructing access roads located in the  
6 Company's transmission line rights-of-way that traverse steep or mountainous properties,  
7 such as Mr. Hartman's property.

8

9 **Q. MR. HARTMAN ALSO ALLEGES THAT THE COMPANY FAILED TO**  
10 **"SMOOTH" THE ACCESS ROAD. (COMPLAINANT ST. NO. 1, ¶¶ 11, 38.)**  
11 **PLEASE RESPOND.**

12 A. It is unclear to me what Mr. Hartman means by "smooth," especially when dealing with  
13 the materials that were used to construct the access road. From my perspective, the term  
14 "smooth" is relative to the materials being used (i.e., the smoothing of paved concrete is  
15 much different than the smoothing of gravel). PPL Electric smoothed the access road as  
16 much as it reasonably could have, given the materials involved and the property's  
17 topography and slope. In fact, the current access road is as smooth or smoother than the  
18 previous access road in this transmission line right-of-way.

19

20 **Q. DO YOU AGREE WITH MR. HARTMAN THAT THE ACCESS ROAD "IS**  
21 **UNSAFE TO NAVIGATE ON FOOT OR VIA RUBBER-TIRED VEHICLES"?**  
22 **(COMPLAINANTS ST. NO. 1, ¶ 67.)**

1 A. No. PPL Electric’s vehicles, which have rubber tires, have safely navigated the access  
2 road. Indeed, as I explained above, the Company constructed the access road in the  
3 manner that it did for that purpose. Further, if it were unsafe to navigate the access road  
4 by foot, PPL Electric would not have agreed to walking the access road with Mr.  
5 Hartman, his former attorney, and the presiding administrative law judge on December 2,  
6 2021.

7

8 **Q. MR. HARTMAN RAISES AN ISSUE WITH THE COMPANY’S “CLAW-BACK”**  
9 **ACTIVITY IN APRIL 2020, WHICH PURPORTEDLY “REDUCED THE WIDTH**  
10 **OF THE ACCESS ROAD BUT INCREASED THE ACCESS ROAD HEIGHT.”**  
11 **(COMPLAINANTS ST. NO. 1, ¶¶ 46-48; SEE ALSO COMPLAINANTS ST. NO. 1,**  
12 **¶¶ 22, 50, 66, 136(27), 136(28).) PLEASE RESPOND.**

13 A. After construction of the Project was finished, PPL Electric, in response to Mr.  
14 Hartman’s concerns about the width of the access road, sent contractors out to the access  
15 road to reduce its width back to approximately 15 feet. Nothing that the Company or its  
16 contractors did during the Project rendered the access road unsafe to navigate by foot or  
17 by vehicle. The access road is as safe today as it was prior to April 2020, and its  
18 construction remains consistent with standard electric utility practices.

19

20 **C. EXCAVATION OF THE LOGGING ROAD**

21 **Q. COULD YOU PLEASE PROVIDE US WITH DETAILS ON THE EXCAVATION**  
22 **OF THE LOGGING ROAD IN THE TRANSMISSION LINE RIGHT-OF-WAY**  
23 **ON MR. HARTMAN’S PROPERTY?**

1 A. My understanding is that the “logging road” referenced by Mr. Hartman is a dirt path that  
2 crosses the transmission line right-of-way and both Mr. Hartman’s property and the  
3 Wech property. The only part of the “logging road” that PPL Electric excavated was the  
4 portion crossing the transmission line right-of-way within the “LIMIT OF  
5 DISTURBANCE” under the E&S Plans. Such excavation was necessary to construct the  
6 Project.

7

8 **Q. MR. HARTMAN ASSERTS THAT “PPL EXCAVATED AND OBLITERATED**  
9 **THE PRE-EXISTING SOD COVERED LOGGING ROAD THAT CONNECTED**  
10 **HARTMANT AND WECH PROPERTIES.” (COMPLAINANTS ST. NO. 1,**  
11 **¶ 40(7); SEE ALSO COMPLAINANTS ST. NO. 1, ¶¶ 1, 7.) PLEASE RESPOND.**

12 A. As explained above, PPL Electric only excavated the portion of the “logging road” that  
13 was within the “LIMIT OF DISTURBANCE” under the E&S Plans. Such excavation  
14 was permitted under the right-of-way agreement and the E&S Plans.

15

16 **Q. RELATEDLY, MR. HARTMAN CONTENDS THAT “PPL USED THE SOD,**  
17 **TOPSOIL AND MOUNTAIN STONE EXCAVATED FROM THE PRE-**  
18 **EXISTING LOGGING ROAD AS BUILDING MATERIAL FOR THE POLE 76**  
19 **CRANE PAD SITUATED PRIMARILY ON WECH PROPERTY.”**  
20 **(COMPLAINANTS ST. NO. 1, ¶ 40(8).) PLEASE RESPOND.**

21 A. The Company did not remove any materials from the “logging road” outside of the  
22 “LIMIT OF DISTURBANCE.” The only portion of the “logging road” that was  
23 excavated was the portion within the “LIMIT OF DISTURBANCE.” As I explained

1           previously, so long as the disturbance occurs within the "LIMIT OF DISTURBANCE"  
2           set forth in the E&S Plans, then the Company can move on-site materials that are  
3           disturbed, including topsoil and stones, between two or more properties that are within  
4           the "LIMIT OF DISTURBANCE."

5

6   **Q.    DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY AT THIS TIME?**

7   **A.    Yes, although I reserve the right to supplement my rebuttal testimony.**

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Michael and Sharon Hartman,	:	
	:	
Complainants,	:	
	:	
v.	:	Docket No. C-2019-3008272
	:	
PPL Electric Utilities Corporation,	:	
	:	
Respondent.	:	

**REBUTTAL TESTIMONY OF  
AUSTIN WESELOH**

**PPL Electric Statement No. 3**

**July 8, 2022**

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1 **I. INTRODUCTION**

2 **Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

3 A. My name is Austin Weseloh, and my business address is 827 Hausman Road, Allentown,  
4 PA 18104.

5

6 **Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?**

7 A. I am employed by PPL Electric Utilities Corporation (“PPL Electric” or the “Company”)  
8 as Transmission Right-of-Way and Real Estate Supervisor.

9

10 **Q. WHAT ARE YOUR DUTIES AS TRANSMISSION RIGHT-OF-WAY AND REAL**  
11 **ESTATE SUPERVISOR?**

12 A. I am responsible for supervising all transmission line right-of-way and real estate assets  
13 and acquisition for PPL Electric and the encroachment program, which entails managing  
14 right-of-way agents and contractors who negotiate easements, access roads, and temporary  
15 workspace agreements to support projects and maintenance work for the Company.

16

17 **Q. WHAT IS YOUR EDUCATIONAL BACKGROUND?**

18 A. I attended 3 years at the University of Pittsburgh, majoring in Economics.

19

20 **Q. PLEASE DESCRIBE YOUR PROFESSIONAL EXPERIENCE.**

21 A. I have been employed by PPL Electric in my current position as Transmission Right-of-  
22 Way and Real Estate Supervisor for approximately six years. Prior to that, I was a Senior  
23 Right of Way Specialist at PPL Electric for three and a half years.

- 1 • From 2012 through 2013, I worked as a right of way agent for Doyle Land Services,  
2 negotiating the acquisition of right-of-way grants, access roads, property damages, and real  
3 estate contracts to add a 60-mile pipeline adjacent to an existing right of way in  
4 Pennsylvania.
- 5 • From 2011 through 2012, I worked as a right of way agent for Meridian Land Group,  
6 negotiating the acquisition of right of way grants, access roads, and property damages for  
7 75 miles of new pipeline right-of-way to connect 69 new natural gas wells in Northeast  
8 Pennsylvania.
- 9 • From 2010 through 2011, I worked as a right of way agent for Miller Land Professionals,  
10 reviewing title for potential natural gas leases and rights of way in Bradford and  
11 Susquehanna Counties, Pennsylvania.
- 12 • From 2004 through 2010, I worked for LTS Builders and Realty Company, purchasing  
13 land for new home construction. My duties included negotiating individual lots as well as  
14 large parcels to be subdivided into developments.

15

16 **Q. HAVE YOU PREVIOUSLY TESTIFIED AS A WITNESS BEFORE THE**  
17 **PENNSYLVANIA PUBLIC UTILITY COMMISSION (“COMMISSION”)?**

18 A. No.

19

20 **Q. WOULD YOU PLEASE DESCRIBE THE SUBJECT MATTER OF YOUR**  
21 **REBUTTAL TESTIMONY?**



1 A. My testimony will provide details on the Company's transmission line right-of-way  
2 traversing Mr. Hartman's property, explain PPL Electric's interactions with other  
3 landowners as part of the Project, and address Mr. Hartman's real estate-related allegations.

4

5 **Q. ARE YOU SPONSORING ANY EXHIBITS WITH YOUR TESTIMONY?**

6 A. Yes, I am sponsoring the following exhibits:

- 7 • PPL Electric Exhibit AW-1 (Fetterhoff Easement VOL. 6, PG. 557);
- 8 • PPL Electric Exhibit AW-2 (Lenker Easement VOL. 6, PG. 24);
- 9 • PPL Electric Exhibit AW-3 (Lenker Easement VOL. 11, PG 454); and
- 10 • PPL Electric Exhibit AW-4 (July 17, 2018 Notification Letter Sent to the Hartmans).

11

12

13 **II. TRANSMISSION LINE RIGHTS-OF-WAY FOR THE PROJECT,**  
14 **INTERACTIONS WITH OTHER LANDOWNERS, AND MR. HARTMAN'S**  
15 **REAL ESTATE-RELATED ALLEGATIONS**

16 **Q. COULD YOU PLEASE PROVIDE AN OVERVIEW OF THE COMPANY'S**  
17 **TRANSMISSION LINE RIGHTS-OF-WAY FOR THE HALIFAX-DAUPHIN 69**  
18 **KV TRANSMISSION REBUILD PROJECT ("PROJECT"), INCLUDING THE**  
19 **RIGHT-OF-WAY ON MR. HARTMAN'S PROPERTY?**

20 A. PPL Electric has a mix of fixed width easements for this transmission line. There are  
21 easements that are 100 feet in width in wooded areas and 50 feet in width in the cleared  
22 areas. The transmission line right-of-way traversing Mr. Hartman's property is 100 feet in  
23 width, of which 50 feet of that 100-foot width is on his property and the other 50 feet is on  
24 his neighbor's property.

25

1 Q. DID PPL ELECTRIC HAVE TO SECURE ANY ADDITIONAL OR EXPANDED  
2 TRANSMISSION LINE RIGHTS-OF-WAY FOR THE PROJECT?

3 A. Yes. PPL Electric attempted to widen any existing easements to 100 feet that were less  
4 than the Company's standard 100-foot width for a 69 kV transmission line.  
5

6 Q. DID THE COMPANY HAVE TO SECURE ANY ADDITIONAL OR EXPANDED  
7 TRANSMISSION LINE RIGHT-OF-WAY FOR THE PORTION OF THE  
8 PROJECT ON MR. HARTMAN'S PROPERTY?

9 A. No. The easement on Mr. Hartman's property was standard width so no additional right-  
10 of-way was required.  
11

12 Q. PRIOR TO BEGINNING THE PROJECT, DID PPL ELECTRIC SEND OUT ANY  
13 NOTICES ABOUT THE PROJECT TO THE LANDOWNERS WHOSE  
14 PROPERTY WOULD BE IMPACTED?

15 A. Yes. Attached to my rebuttal testimony as PPL Electric Exhibit AW-4 is a copy of the  
16 notification letter sent to the Hartmans.  
17

18 Q. DO YOU HAVE A COPY OF THE RIGHT-OF-WAY AGREEMENT  
19 MEMORIALIZING THE COMPANY'S TRANSMISSION LINE RIGHT-OF-WAY  
20 ON MR. HARTMAN'S PROPERTY?

21 A. Yes. Attached to my rebuttal testimony as PPL Electric Exhibit AW-1 is a copy of that  
22 right-of-way agreement.  
23

1 Q. DOES THAT RIGHT-OF-WAY AGREEMENT PROVIDE RIGHTS OF INGRESS  
2 AND EGRESS THAT ALLOW THE COMPANY TO CONSTRUCT AND USE  
3 TEMPORARY ACCESS ROADS OUTSIDE OF THE RIGHT-OF-WAY  
4 CORRIDOR?

5 A. Yes. The right-of-way agreement on Mr. Hartman’s property provides explicit rights of  
6 ingress and egress, stating specifically that PPL Electric’s predecessor (Pennsylvania  
7 Power & Light Company) as well as “its successors, assigns, and lessees” have “the right  
8 to construct, operate and maintain, and from time to time to reconstruct its electric lines,  
9 including such poles, towers, cables and wires above and under the surface of the ground,  
10 fixtures and apparatus as may be from time to time necessary for the convenient transaction  
11 of the business of the said Company, its successors, assigns and lessees, upon, across, over,  
12 and under and along” this “strip of land” and “upon, across, over, under and along the  
13 roads, streets and highways adjoining the said property, as shown on the plan hereto  
14 attached and made a part hereof, including the right of ingress and egress to and from the  
15 said lines at all times for any of the purposes aforesaid . . . .” (PPL Electric Exhibit AW-  
16 1.) These rights allow PPL Electric to leave the public and private roads to gain access to  
17 the transmission line right-of-way corridor across properties to construct, operate, maintain,  
18 or reconstruct its electric lines.

19  
20 Q. DOES THE RIGHT-OF-WAY AGREEMENT REQUIRE THE COMPANY TO  
21 BRING ANY TEMPORARY ACCESS ROAD BACK INTO THE LIMITS OF THE  
22 RIGHT-OF-WAY CORRIDOR?

23 A. No.

1

2 **Q. MR. HARTMAN CLAIMS THAT THE RIGHT-OF-WAY AGREEMENT FOR HIS**  
3 **PROPERTY IS THE “SAME” RIGHT-OF-WAY AGREEMENT FOR THE**  
4 **NEIGHBORING PROPERTY OWNED BY THE U.S. NATIONAL PARK**  
5 **SERVICE. (COMPLAINANTS ST. NO. 1, ¶¶ 93, 112, 121, 136(13).) IS THAT**  
6 **CORRECT?**

7 A. The right-of-way agreement on Mr. Hartman’s property does cross the property line and  
8 encumbers a portion of the U.S. National Park Service property. However, the U.S.  
9 National Park Service property is encumbered by two additional right-of-way agreements,  
10 copies of which are attached to my testimony as PPL Electric Exhibits AW-2 and AW-3.

11

12 **Q. HOW MUCH DISTANCE IS THERE BETWEEN MR. HARTMAN’S HOUSE AND**  
13 **THE EDGE OF THE COMPANY’S RIGHT-OF-WAY ON HIS PROPERTY?**

14 A. Mr. Hartman’s house is approximately 100 feet from the western edge of the PPL Electric  
15 right-of-way corridor.

16

17 **Q. IS THERE ANYTHING BETWEEN MR. HARTMAN’S HOUSE AND THE EDGE**  
18 **OF THE COMPANY’S RIGHT-OF-WAY ON HIS PROPERTY?**

19 A. Yes. There are dense woods behind his house that essentially provide approximately a  
20 100-foot buffer between his house and the edge of the right-of-way.

21

22 **Q. WHERE IS MR. HARTMAN’S WATER WELL LOCATED IN RELATION TO**  
23 **THE EDGE OF THE RIGHT-OF-WAY?**

1 A. From my knowledge of the right-of-way, the well is not located in the right-of-way.

2

3 **Q. MR. HARTMAN ASSERTS THAT HE AND HIS WIFE OWN 50 FEET OF THE**  
4 **100-FOOT RIGHT-OF-WAY. (COMPLAINANTS ST. NO. 1, ¶¶ 1, 19-20.) DO**  
5 **YOU AGREE WITH HIS CHARACTERIZATION?**

6 A. Yes. Without formally surveying the property, I agree the property line is approximately  
7 in the center of the PPL Electric right-of-way.

8

9 **Q. HAVE YOU REVIEWED THE EROSION AND SEDIMENT/RESTORATION**  
10 **PLANS (“E&S PLANS”) FOR THE PROJECT?**

11 A. Yes.

12

13 **Q. IS MR. HARTMAN’S PROPERTY LINE ACCURATELY REPRESENTED IN**  
14 **THE E&S PLANS?**

15 A. No. The property lines on the E&S Plans were based on publicly available tax parcel data.  
16 This is the Company’s routine practice because the tax parcel data is more readily available  
17 and does not require the time and expense of a formal survey, which when dealing with a  
18 transmission line extending many miles, can be quite time-intensive and expensive and  
19 would unnecessarily delay the transmission line reconstruction project. Given that the  
20 Company’s expenses are recovered from ratepayers, PPL Electric’s use of the tax parcel  
21 data is appropriate in preparing its E&S Plans. Nevertheless, I believe Mr. Hartman’s  
22 property line is more accurately represented by utilizing the center of the PPL Electric  
23 right-of-way.

1

2 **Q. MR. HARTMAN QUESTIONS WHY PPL ELECTRIC “REIMBURSE[D]” HIS**  
3 **NEIGHBORS, “ROSEWARNE AND WECH, FOR DAMAGES TO THE ACCESS**  
4 **ROADS ON THEIR PROPERTY.” (COMPLAINANTS ST. NO. 1, ¶ 136(28).)**  
5 **PLEASE EXPLAIN.**

6 A. If PPL Electric damages a driveway when utilizing its ingress and egress rights, the  
7 Company’s standard practice is to either make repairs to the driveway or compensate the  
8 property owner to perform their own repairs. During this project, PPL Electric damaged  
9 the Wechs’ driveway and compensated them to make the repairs on their own. PPL Electric  
10 also compensated the Rosewarnes for signing a new easement agreement to widen the  
11 right-of-way to 100 feet. PPL Electric did not damage Mr. Hartman’s driveway, nor did it  
12 need to secure additional right-of-way from Mr. Hartman, which is why he was not  
13 compensated like his neighbors.

14

15 **Q. DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY AT THIS TIME?**

16 A. Yes, although I reserve the right to supplement my rebuttal testimony.

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Michael and Sharon Hartman,	:	
	:	
Complainants,	:	
	:	
v.	:	Docket No. C-2019-3008272
	:	
PPL Electric Utilities Corporation,	:	
	:	
Respondent.	:	

**REBUTTAL TESTIMONY OF  
MATTHEW STUTZMAN**

**PPL Electric Statement No. 4**

**July 8, 2022**

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1 **I. INTRODUCTION**

2 **Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

3 A. My name is Matthew Stutzman, and my business address is 1801 Brookwood Street,  
4 Harrisburg, PA 17104. .

5  
6 **Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?**

7 A. I am employed by PPL Electric Utilities Corporation (“PPL Electric” or the “Company”)  
8 as a Forester.

9  
10 **Q. WHAT ARE YOUR DUTIES AS A FORESTER WITH PPL ELECTRIC?**

11 A. I am responsible for overseeing the Transmission and Maintenance programs for the  
12 Harrisburg service region of PPL Electric. This includes managing two Contract Foresters  
13 and three maintenance contractors. My group is responsible for ensuring that all vegetation  
14 management pre-plans <sup>1</sup> meet the Company’s specifications for Distribution and  
15 Transmission standards and, when the plan is executed by the Company’s maintenance  
16 contractors, all work is completed as planned and to specification, including herbicide  
17 applications. Some of my other duties include managing the regional budget, maintaining  
18 safe and efficient work standards, vetting customer concerns and/or complaints, storm  
19 response management, and other duties as assigned.

20  
21 **Q. WHAT IS YOUR EDUCATIONAL BACKGROUND?**

---

<sup>1</sup> Pre-plans are an assessment of the existing vegetation within the right-of-way, based on the Company’s vegetation management specifications. As part of that process, PPL Electric determines what vegetation to address, if any, and if so, how.

1 A. I have an Associates of Applied Science Degree in Forest Technology from the  
2 Pennsylvania College of Technology.

3

4 **Q. PLEASE DESCRIBE YOUR PROFESSIONAL EXPERIENCE.**

5 A. I began working for the Company in January 2015. In July 2019, I joined the Company's  
6 Vegetation Management group as the Forester in the Susquehanna Region in July 2019.  
7 When the Forester formerly responsible for the Harrisburg region left PPL Electric, I  
8 assisted in covering the region and eventually transferred to the region full-time in August  
9 2021. Currently, I am operating under the Company's Pennsylvania Pesticide Applicator's  
10 license while I await my personal Pennsylvania Pesticide Applicator's license. Prior to my  
11 current position as Forester, I worked as a Distribution Right-of-Way Agent for PPL  
12 Electric from January 2015 to June 2019.

13

14 **Q. HAVE YOU PREVIOUSLY TESTIFIED AS A WITNESS BEFORE THE**  
15 **PENNSYLVANIA PUBLIC UTILITY COMMISSION ("COMMISSION")?**

16 A. No, I have not.

17

18 **Q. WOULD YOU PLEASE DESCRIBE THE SUBJECT MATTER OF YOUR**  
19 **REBUTTAL TESTIMONY?**

20 A. My testimony will describe the Company's vegetation management practices, including  
21 use and application of herbicides, provide details on the vegetation management that took  
22 place within the transmission line right-of-way traversing Mr. Hartman's property, and

1 respond to Mr. Hartman's allegations about the Company's vegetation management  
2 practices.

3  
4 **Q. ARE YOU SPONSORING ANY EXHIBITS WITH YOUR TESTIMONY?**

5 **A.** Yes, I am sponsoring the following exhibits:

- 6 • PPL Electric Exhibit MS-1 – PPL Electric's "Specification for Distribution Vegetation  
7 Management";
- 8 • PPL Electric Exhibit MS-2 – PPL Electric's "Specification for Transmission  
9 Vegetation Management";
- 10 • PPL Electric Exhibit MS-3 – PPL Electric's "Herbicide Application Policy";
- 11 • PPL Electric Exhibit MS-4 – Photographs Taken on June 19, 2022 Showing the Three  
12 Areas Treated with Herbicides;
- 13 • PPL Electric Exhibit MS-5 – Contemporaneous Notes from Discussion with Mr.  
14 Hartman on October 2, 2020;
- 15 • PPL Electric Exhibit MS-6 – Forester's Audit of Vegetation Management Approach  
16 on January 5, 2021;
- 17 • PPL Electric Exhibit MS-7 – List of PPL Electric-Approved Herbicides;
- 18 • PPL Electric Exhibit MS-8 - Post-Vegetation Management Approval;
- 19 • PPL Electric Exhibit MS-9 – East Facing Logging Road Photo;
- 20 • PPL Electric Exhibit MS-10 – West Facing Logging Road Photo;
- 21 • PPL Electric Exhibit MS-11 – Labels for the Herbicides in Mix HV5 that Was Applied  
22 to Mr. Hartman's Property; and
- 23 • PPL Electric Exhibit MS-12 – PPL Electric's Records of the Amount and Mix of  
24 Herbicides Applied to Mr. Hartman's Property.

1

2 **II. PPL ELECTRIC'S VEGETATION MANAGEMENT PRACTICES**

3 **Q. COULD YOU PLEASE PROVIDE AN OVERVIEW OF THE COMPANY'S**  
4 **VEGETATION MANAGEMENT PRACTICES?**

5 A. As an electric distribution company ("EDC"), PPL Electric has a statutory duty to provide  
6 safe, reliable, and reasonable service to its electric customers. Part of that duty includes  
7 maintaining vegetation in the vicinity of its electric distribution and transmission lines to  
8 ensure that customers continue receiving safe, reliable, and reasonable service. Depending  
9 on the type of electric line, different rules and regulations apply to the manner in which  
10 PPL Electric controls vegetation in the vicinity of the line. For example, when performing  
11 vegetation management for distribution lines (*i.e.*, line voltage under 69 kilovolts ("kV")),  
12 the Company relies on its "Specification for Distribution Vegetation Management" to make  
13 sure that PPL Electric complies with those rules and regulations. (See PPL Electric Exhibit  
14 MS-1.) For transmission lines (*i.e.*, line voltage at or above 69 kV), PPL Electric adheres  
15 to its "Specification for Transmission Vegetation Management" for compliance purposes.  
16 (See PPL Electric Exhibit No. MS-2.) Copies of those specifications are attached to my  
17 testimony as PPL Electric Exhibits MS-1 and MS-2, respectively.

18

19 **Q. IS PROPER TRANSMISSION LINE RIGHT-OF-WAY MANAGEMENT**  
20 **CRITICAL TO PROVIDING SAFE, RELIABLE, AND REASONABLE SERVICE?**

1 A. Absolutely. The best example is the August 14, 2003 blackout, when the Northeastern  
2 United States experienced the largest power blackout in North American history.<sup>2</sup> This  
3 blackout “affected an area with a population of approximately 50 million people in the  
4 states of Ohio, Michigan, Pennsylvania, New York, Vermont, Massachusetts, Connecticut,  
5 and New Jersey and the Canadian province of Ontario.”<sup>3</sup> As the Commission observed,  
6 the “economic cost” the blackout was “between \$4 billion and \$10 billion in the United  
7 States alone.”<sup>4</sup> This was not only an economic issue; the “[l]oss of power is a health and  
8 safety issue as well.”<sup>5</sup>

9  
10 **Q. WHAT CAUSED THE 2003 BLACKOUT?**

11 A. A principal cause of this blackout was a transmission line contact with trees, which  
12 produced cascading outages. In fact, a task force convened to investigate the blackout  
13 found that “one of the fundamental causes of the blackout was the failure “to adequately  
14 maintain tree growth along transmission lines.”<sup>6</sup>

---

<sup>2</sup> See *Application of PPL Elec. Utils. Corp. Filed Pursuant to 52 Pa. Code Chapter 57, Subchapter G, for Approval of the Siting and Constr. of the Pa. Portion of the Proposed Susquehanna-Roseland 500 kV Transmission Line*, 2010 Pa. PUC LEXIS 434, at \*38 (Order entered Feb. 12, 2010) (“*Susquehanna-Roseland*”).

<sup>3</sup> *Susquehanna-Roseland*, at \*38 (emphasis added).

<sup>4</sup> *Revision of 52 Pa. Code Chapter 57 Pertaining to Adding Inspection, Maintenance, Repair, and Replacement Standards for Elec. Distrib. Cos.*, 2008 Pa. PUC LEXIS 177, at \*38 (Order entered May 22, 2008) (emphasis added) (“*I&M Standards Rulemaking Order*”).

<sup>5</sup> *Id.* More recently, several wildfires in California were allegedly caused by tree contacts with certain Pacific Gas and Electric Company’s (“PG&E”) electric power lines, leading to several fatalities, the burning of thousands of acres, and the destruction of hundreds of buildings. See *United States v. Pac. Gas. & Elec. Co.*, 2019 U.S. Dist. LEXIS 36164 (N.D. Cal. Mar. 5, 2019); Cal. Dep’t of Forestry and Fire Protection, *CAL FIRE Investigators Determine Causes of 12 Wildfires in Mendocino, Humboldt, Butte, Sonoma, Lake, and Napa Counties*, [http://calfire.ca.gov/communications/downloads/newsreleases/2018/2017\\_WildfireSiege\\_Cause.pdf](http://calfire.ca.gov/communications/downloads/newsreleases/2018/2017_WildfireSiege_Cause.pdf).

<sup>6</sup> *I&M Standards Rulemaking Order*, 2008 Pa. PUC LEXIS 177, at \*7-8 (Order entered May 22, 2008).

1 **Q. DID THE 2003 BLACKOUT TRIGGER ANY LEGISLATIVE OR REGULATORY**  
2 **EFFORTS TO IMPROVE THE ELECTRIC GRID'S RELIABILITY?**

3 A. Yes. The Energy Policy Act of 2005 was passed, which added Section 215 to the Federal  
4 Power Act (codified as Section 824o of Title 16).<sup>7</sup> This section required the Federal  
5 Energy Regulatory Commission ("FERC") to certify an Electric Reliability Organization  
6 ("ERO") to "develop and enforce" mandatory "reliability standards that provide for an  
7 adequate level of reliability of the bulk power system."<sup>8</sup> These reliability standards would  
8 be subject to FERC's review and approval.<sup>9</sup> Ultimately, "FERC certified North American  
9 Electric Reliability Corporation ('NERC'), an organization that had previously developed  
10 a series of voluntary technical standards for the industry," as the ERO.<sup>10</sup>

11 One of the mandatory reliability standards adopted was for electric utilities to  
12 develop a program to address vegetation management in transmission line corridors.<sup>11</sup> PPL  
13 Electric's "FAC-003 Transmission Vegetation Program Document" ("TVPD") sets forth  
14 the Company's program for maintaining vegetation in transmission line corridors. The  
15 Company must adhere to its TVPD under NERC's mandatory reliability standards. PPL  
16 Electric's and the other EDCs' transmission line vegetation management programs have  
17 been very successful in improving system reliability. For example, "[r]eported Category  
18 1 outages (those caused by grow-ins of vegetation from inside or outside of the ROW),  
19 have gone from 16 in 2007 to 0 in 2016."<sup>12</sup>

---

<sup>7</sup> See Energy Policy Act of 2005, Pub. L. No. 109-58, § 1211 (2005); 16 U.S.C. § 824o ("Electric reliability").

<sup>8</sup> 16 U.S.C. § 824o(c)(1).

<sup>9</sup> *Id.* § 824o(d)(2).

<sup>10</sup> *New York v. FERC*, 783 F.3d 946, 950 (2d Cir. 2015).

<sup>11</sup> See 18 CFR Part 40 Mandatory Reliability Standards for the Bulk-Power Sys., 2007 FERC LEXIS 588, 118 FERC ¶ 61,218 at P 735 (2007) (approving NERC Standard FAC-003-1 addressing vegetation management in transmission line rights-of-way).

<sup>12</sup> *Review of Vegetation Mgmt. Practices*, 2017 Pa. PUC LEXIS 52, at \*3 (Order entered Sept. 19, 2017).

1           At the state level, the Commission also took steps to address service reliability and  
2           vegetation management. In its *I&M Standards Rulemaking Order*, the Commission  
3           established inspection, maintenance, repair, and replacement standards (“I&M standards”),  
4           which cover, among other things, vegetation management practices based on industry  
5           practices.<sup>13</sup> The Commission also created “a new regulation at 52 Pa. Code § 57.198,  
6           requiring biennial filings regarding companies’ inspection, maintenance, repair and  
7           replacement plans (‘I&M plans’) that fit within [I&M] standards’ intervals.”<sup>14</sup> However,  
8           in that rulemaking, the Commission declined to promulgate a standard regarding  
9           transmission lines and stated that it would monitor FERC’s rulemaking proceeding  
10          instead.<sup>15</sup>

11  
12       **Q. IS ELECTRIC SERVICE RELIABILITY SOMETHING THAT THE**  
13       **COMMISSION TAKES LIGHTLY?**

14       A. No. As an EDC, PPL Electric is required to provide reasonably reliable electric service to  
15       all of its customers without unreasonable interruptions or delay. See 66 Pa.C.S. § 1501.  
16       The Commission has declared that “[e]lectric service reliability is an essential and core  
17       regulatory responsibility of this Commission under the Public Utility Code.”<sup>16</sup> Therefore,  
18       “as part of their public service obligation, EDCs are required to undertake prudent  
19       operational measures to prevent or avoid outages that are preventable at a reasonable cost,  
20       and to inspect, repair and maintain their facilities in a manner consistent with prudent utility

---

<sup>13</sup> 2008 Pa. PUC LEXIS 177, at \*1-2.

<sup>14</sup> *Id.* at \*1.

<sup>15</sup> *Id.* at \*96.

<sup>16</sup> *I&M Standards Rulemaking Order*, at \*24 (emphasis added).

1 practice.”<sup>17</sup> Thus, the Company’s overall objective with vegetation management in  
2 transmission line rights-of-way is to maintain the vegetation in a manner consistent with  
3 PPL Electric’s statutory duty to provide safe, reliable, and reasonable service.  
4

5 **Q. WHAT IS INVOLVED IN VEGETATION MANAGEMENT FOR**  
6 **TRANSMISSION LINES?**

7 A. In general, PPL Electric employs both herbicides and mechanical means of vegetation  
8 management to control vegetation in the vicinity of its transmission lines. However, the  
9 actual means employed can vary from site to site depending on the area’s specific  
10 circumstances, such as topography and the type(s) of vegetation being addressed.  
11

12 **Q. DOES SAFETY FACTOR INTO THE COMPANY’S VEGETATION**  
13 **MANAGEMENT DECISIONS?**

14 A. Yes, of course. Safety is a paramount concern of PPL Electric. The Company’s focus on  
15 safety includes not only the safety of its employees and contractors but the safety of nearby  
16 residents and other members of the public.  
17

18 **Q. WHAT IS THE MAINTENANCE CYCLE FOR THE COMPANY’S**  
19 **TRANSMISSION LINES?**

20 A. PPL Electric’s transmission lines generally are on a trim cycle and herbicide cycle that  
21 alternates every two years. For, example if PPL Electric performed trim maintenance on a

---

<sup>17</sup> *Id.* at \*25.



1 transmission line in 2022, that line will be revisited in 2024 on an herbicide application  
2 cycle. If special circumstances arise or if normal maintenance could not be completed in  
3 the target year, vegetation in the vicinity of a transmission line may be trimmed more  
4 frequently or during a year that would not otherwise be scheduled for maintenance.  
5

6 **Q. DOES PPL ELECTRIC HAVE ANY POLICIES REGARDING THE USE AND**  
7 **APPLICATION OF HERBICIDES FOR TRANSMISSION LINES?**

8 A. Yes. As referenced in Section 8.0 of PPL Electric’s “Specification for Transmission  
9 Vegetation Management,” all herbicide applications “[s]hall be performed in accordance  
10 with the latest version of ‘PPL EU Herbicide Application Policy.’” (PPL Electric Exhibit  
11 MS-2, p. 15.) A copy of the “PPL EU Herbicide Application Policy” is attached to my  
12 testimony as PPL Electric Exhibit MS-3.  
13

14 **Q. WHAT IS GENERALLY REQUIRED UNDER THAT HERBICIDE**  
15 **APPLICATION POLICY?**

16 A. Among several other requirements, the contractors performing the herbicide application  
17 must: (1) “[a]pply materials in accordance with the manufacturers’ labels”; (2) “[h]old and  
18 maintain a Pennsylvania Pesticide Application Business License”; (3) “[e]mploy certified  
19 Pennsylvania Commercial Pesticide Applicators,” who “must at a minimum be certified in  
20 category 10 (Right of Way & Weeds)”; (4) “[e]nsure that applications performed by  
21 Pennsylvania Registered Pesticide Technicians are performed in accordance with  
22 Pennsylvania Pesticide Rules and Regulations”; (5) “[e]nsure that all herbicides are  
23 procured, transported, stored, and applied in accordance with all applicable state and

1 federal laws”; (6) “[u]se only herbicide products that have been approved for use on utility  
2 rights-of-way by the US Environmental Protection Agency”; and (7) “[u]se only herbicide  
3 products approved by PPL EU.” (PPL Electric Exhibit MS-3, p. 2.)  
4

5 **Q. ARE HERBICIDES SAFE TO USE?**

6 A. Yes, when they are used in accordance with the specifications set forth in their labels,  
7 which are reviewed and approved by the U.S. Environmental Protection Agency (“EPA”)  
8 and the Pennsylvania Department of Agriculture. As I noted previously, PPL Electric’s  
9 Herbicide Application Policy has several requirements for contractors to make sure that  
10 the approved herbicides are applied pursuant to their labels and by certified personnel.  
11

12 **III. VEGETATION MANAGEMENT PERFORMED FOR THE TRANSMISSION**  
13 **LINE ON MR. HARTMAN’S PROPERTY**

14 **Q. ARE YOU FAMILIAR WITH THE VEGETATION MANAGEMENT THAT**  
15 **TOOK PLACE ON MR. HARTMAN’S PROPERTY FOR THE HALIFAX-**  
16 **DAUPHIN 69 KV TRANSMISSION LINE REBUILD PROJECT (“PROJECT”)?**

17 A. Yes. I am familiar with the vegetation management performed on Mr. Hartman’s property  
18 as part of the Project and afterward by the Company’s contractors. While the vegetation  
19 management in question at Mr. Hartman’s property was reviewed and approved by the  
20 Company’s previous Forester for the Harrisburg region, I have reviewed the files  
21 associated with that work, as well as conducted a post-vegetation management field visit  
22 and interviewed the contractor who performed the work (*i.e.*, Penn Line).  
23

1 Q. COULD YOU PLEASE PROVIDE AN OVERVIEW OF THE VEGETATION  
2 MANAGEMENT THAT HAS BEEN PERFORMED ON MR. HARTMAN'S  
3 PROPERTY FOR THE SUNBURY-DAUPHIN 69 KV TRANSMISSION LINE?

4 A. Yes. Below is a chronological outline of the planning and maintenance performed on the  
5 easement across the Mr. Hartman's property:

6 **Pre-Planning for Vegetation Management:**

7 1) 6/11/2020:

8 Contract Pre-Planner identified and planned application of herbicide units within  
9 the Company's easement on Mr. Hartman's property.

10 2) 10/2/2020:

11 Contract Pre-Planner sent Mr. Hartman a notification letter informing him of the  
12 vegetation management identified to be performed within the transmission line  
13 right-of-way on Mr. Hartman's property.

14 3) 10/5/2020: 4/5/20

15 Mr. Hartman contacted the Contract Pre-Planner and indicated he did not want any  
16 herbicide applied to his property. Mr. Hartman further offered to remove the  
17 identified saplings in lieu of the Company's planned herbicide treatment. (See PPL  
18 Electric Exhibit MS-5.) The Contract Pre-Planner agreed to Mr. Hartman's request  
19 but also noted that, if any incompatible tree species remained when the maintenance  
20 crews arrived, the Company's contractors would proceed with herbicide application  
21 on the property, as planned. (See PPL Electric Exhibit MS-5.) Mr. Hartman did not  
22 communicate any objection to this plan.

1           **4)     1/5/2021:**

2           The PPL Electric Forester at the time, Justin Mease, reviewed the pre-plan for  
3           vegetation management in the transmission line right-of-way for the Project and  
4           approved all proposed work. (See PPL Electric Exhibit MS-6.) The herbicide  
5           application work was then relayed to the Maintenance Contractor (*i.e.*, Penn Line)  
6           for review and execution.

7  
8           **Vegetation Management Execution:**

9           **1)     7/16/2021:**

10          The Maintenance Contractor performed herbicide maintenance and application  
11          within the Company's easement on Mr. Hartman's property. Upon review, the  
12          Maintenance Contractor determined that Mr. Hartman had not removed the  
13          incompatible species of vegetation in the more than nine months since discussing  
14          Mr. Hartman's plan to remove incompatible species of saplings within the  
15          Company's easement. (See PPL Electric Exhibit MS-5.) The state of the  
16          incompatible vegetation that was not removed by Mr. Hartman within the easement  
17          can be seen in PPL Electric Exhibit MS-4, which shows the three areas that were  
18          treated with herbicides.

19                 In response to the incompatible vegetation, the Maintenance Contractor  
20          proceeded with the treating the incompatible vegetation using a High-Volume  
21          Foliar application method, with herbicide mix HV5 on PPL's Electric's Approved  
22          Herbicide Mixtures, and utilizing a pick-up truck mounted holding tank, hose reel,  
23          and application wand ("pick-up method"). The High-Volume Foliar application

1 method is a targeted approach where the applicator physically walks to the location  
2 of the vegetation to be treated and applies the herbicide mix to the leaves of the  
3 targeted species. This application was not broadcast across the entirety of the  
4 easement. Rather, the application was targeted to the areas with identified  
5 noncompatible vegetation species. Attached to my testimony as PPL Electric  
6 Exhibit MS-11 are the EPA-approved labels for the herbicides that make up Mix  
7 HV5.

8 **2) 8/26/2021:**

9 The PPL Electric Forester supervising the project at the time reviewed the  
10 vegetation management work completed by the Maintenance Contractor. The  
11 reviewing Forester concluded that the work was consistent with the Company's  
12 standards and approved the vegetation management work completed within the  
13 Company's easement on Mr. Hartman's property. (See PPL Electric Exhibit MS-  
14 10.)

15  
16 **Q. ARE THERE ANY OTHER FACTS SURROUNDING THE COMPANY'S**  
17 **APPLICATION OF HERBICIDES ON OR NEAR MR. HARTMAN'S PROPERTY**  
18 **THAT YOU WOULD LIKE TO DISCUSS?**

19 **A. Yes. In sum, more than 47 acres were treated with herbicide along the Company's**  
20 **transmission line as part of the Project. Less than 0.35 acres of this occurred within the**  
21 **Company's right-of-way on Mr. Hartman's property. Additionally, the allowable**  
22 **herbicide application rate is 150 gallons per acre. (See PPL Electric Exhibit MS-7.) Thus,**  
23 **the maximum allowable herbicide that could be used on Mr. Hartman's property was**

1 approximately 51 gallons. The Company applied significantly less than this allowable  
2 allotment. In fact, PPL Electric's vegetation management contractor only applied  
3 approximately 36 gallons of herbicide within the Company's easement on Mr. Hartman's  
4 property. (See PPL Electric Exhibit MS-12.) This was approximately 15 gallons less than  
5 the allowable amount. This application all occurred on July 16, 2021.

6  
7 **Q. WAS THAT VEGETATION MANAGEMENT PERFORMED IN ACCORDANCE**  
8 **WITH PPL ELECTRIC'S "FAC-003 TRANSMISSION VEGETATION**  
9 **PROGRAM DOCUMENT," THE COMPANY'S "SPECIFICATION FOR**  
10 **TRANSMISSION VEGETATION MANAGEMENT," AND THE COMPANY'S**  
11 **"HERBICIDE APPLICATION POLICY"?**

12 **A.** Yes. The Maintenance Contractor utilized a High-Volume Foliar application method to  
13 treat the targeted areas with herbicide mixture HV5, which is one of the Company's  
14 approved mixtures, and the herbicide mixture applied was well below the allowable  
15 gallons/acre. (See PPL Electric Exhibits MS-7 and MS-12.) All targeted vegetation was  
16 controlled as part of this July 16, 2021 treatment.

17  
18 **IV. MR. HARTMAN'S ALLEGATIONS ABOUT THE COMPANY'S VEGETATION**  
19 **MANAGEMENT PRACTICES**

20 **Q. MR. HARTMAN ALLEGES THAT THE PENNSYLVANIA DEPARTMENT OF**  
21 **ENVIRONMENTAL PROTECTION ("DEP") AND THE EPA REQUESTED**  
22 **THAT PPL ELECTRIC AND ITS VEGETATION MANAGEMENT**  
23 **CONTRACTOR, ECI CONSULTANTS LLC ("ECI"), "MINIMIZE SPRAYING"**

1 ON THE PROPERTY. (COMPLAINANTS ST. NO. 1, ¶ 85.) IS THAT  
2 ACCURATE?

3 A. No, I have no knowledge of such request. All PPL Electric-approved herbicide mixtures  
4 and chemical components have label and application rates that are set by the EPA and  
5 outlined in detail within the PPL Electric-approved herbicide mixture document, included  
6 as PPL Electric Exhibit MS-7.

7  
8 Q. MR. HARTMAN CONTENDS THAT HE AND ECI “REACHED A  
9 GENTLEMAN’S AGREEMENT THAT [HE] WOULD PERSONALLY CONTROL  
10 THE BIRCH SAPLINGS ON THE PPL RIGHT OF WAY TO ALLEVIATE THE  
11 NECESSITY FOR FURTHER HERBICIDE APPLICATIONS” AND “THAT ECI  
12 WOULD AFFORD [HIM] 24 HOURS’ NOTICE BEFORE APPLYING ANY  
13 HERBICIDES ON [THEIR] PROPERTY AND AFFORD [HIM] AN  
14 OPPORTUNITY TO DEMONSTRATE THAT THE BIRCH AND COMPARABLE  
15 HARDWOODS WERE CONTROLLED.” (COMPLAINANTS ST. NO. 1, ¶ 86.)  
16 HAVE YOU SEEN ANY WRITTEN EVIDENCE OF THIS AGREEMENT?

17 A. Yes. As contemporaneously identified in PPL Electric Exhibit MS-5, Mr. Hartman  
18 requested no herbicide be applied to his property and that he would remove identified  
19 saplings in lieu of the Company’s planned herbicide treatment. (See PPL Electric Exhibit  
20 MS-5.) PPL Electric’s pre-planner agreed to Mr. Hartman’s request but stated that if any  
21 incompatible species remained when the Company’s maintenance crews arrived, PPL  
22 Electric would proceed with herbicide application as originally planned. (See PPL Electric

1 Exhibit MS-5.) As one can see in PPL Electric Exhibit MS-5, there is no indication that  
2 Mr. Hartman had any objections to this arrangement.

3  
4 **Q. MR. HARTMAN CLAIMS THAT IN JULY 2021, CERTAIN VEGETATION NEAR**  
5 **POLE 75, “INCLUD[ING] FERNS, BLACKBERRY STEMS AND HUCKLE**  
6 **BERRY BUSHES, WERE DEMONSTRATING SIGNS OF HERBICIDE**  
7 **APPLICATION” AND “THAT ALL THE VEGETATION ABOVE POLE 75 HAD**  
8 **BEEN SATURATED IN AN INDISCRIMINATE MANNER AND DOOMED FOR**  
9 **DESTRUCTION.” (COMPLAINANTS ST. NO. 1, ¶ 87.) PLEASE RESPOND.**

10 A. Upon visiting Mr. Hartman’s property, it was found that there was brush that had been cut  
11 years prior that had sucker regrowth near Pole 75. The regrowth was an incompatible  
12 species of brush. During an herbicide cycle, the Company treats all identified incompatible  
13 brush. Specific to Mr. Hartman’s Complaint, the brush near Pole 75 was very dense with  
14 surface rock, and the incompatible brush was surrounded by other non-target (i.e.,  
15 compatible) vegetation. Due to the foliage height on the non-compatible vegetation, the  
16 surrounding vegetation was impacted by the treatment. The treatment was not  
17 indiscriminate. The present state of the area surround Pole 75 can be seen on page 1 of  
18 PPL Electric Exhibit MS-4.

19 Regarding Mr. Hartman’s contention that the Company’s herbicide “doomed” the  
20 area for construction, High-Volume Foliar herbicide treatments such as HV5 are preferred  
21 and, in this case used, because the HV5 mixture is not designed to kill the root systems of  
22 native grasses. Rather, the HV5 herbicide mixture is meant to target woody stemmed  
23 vegetation. This does not mean that a patch of brush that contains bushes and grasses



1 intermingled within will not be impacted. If the stem density of the surrounding  
2 brush/stems is dense and there is a larger canopy area to cover the surrounding area, it is  
3 possible that non-targeted vegetation will be impacted. This impact appears as “browning,”  
4 in which the vegetation takes on a brown color in response to the herbicide, much like the  
5 foliage on the target brush. This is shown in the photographs included in PPL Electric  
6 Exhibit MS-4. However, the impacted bushes and grasses will sprout new growth over  
7 subsequent years. Moreover, all plants propagate seed. Typically, berry bushes do an  
8 exceptional job of this. The seed base that berry bushes disperse are also in the surrounding  
9 ground. Because the herbicide treatment is applied directly to incompatible vegetation’s  
10 leaves, the seed base can germinate and regrow in the area. As you can see in the aerial  
11 photographs dated June 19, 2022, set forth in PPL Electric Exhibit TE-5 attached to Mr.  
12 Eby’s rebuttal testimony, the Company’s right-of-way on Mr. Hartman’s property is  
13 substantially regrown and green.

14  
15 **Q. MR. HARTMAN ALLEGES THAT THE COMPANY “USED A SPRAY CANNON**  
16 **TO INDISCRIMINATELY APPLY HERBICIDES TO HARTMAN PROPERTY.”**  
17 **(COMPLAINANTS ST. NO. 1, ¶ 114; SEE ALSO COMPLAINANTS ST. NO. 1,**  
18 **¶¶ 128-30.) IS THAT CORRECT?**

19 **A.** No, this is not correct. The Maintenance Contractor utilized the pick-up method, as  
20 described earlier in my testimony. This method of High-Volume Foliar application is a  
21 larger scale version of a backpack sprayer. The spray wand functions the same and applies  
22 the herbicide mixture similarly. The pick-up method is more efficient, as a larger quantity  
23 of the mixture can be transported and applied to a larger area without the need to refill, like

1 one would have to with backpack sprayers. This method is also safer for the applicators,  
2 as they are often on unstable or steep terrain that can cause a backpack sprayer to lose  
3 balance, in turn, causing injury. This is especially the case on steep mountainsides like the  
4 transmission line right-of-way traversing Mr. Hartman's property. Using the pick-up  
5 method, the applicator(s) drag a long hose into the target area, creating a much safer  
6 environment to make a High-Volume Foliar application in areas where vehicular access is  
7 possible. It is important to note that the pick-up application method still targets areas  
8 designated for treatment; it is not a broadcast application where the applicator is  
9 broadcasting the herbicide mixture across the entire corridor. (See PPL Electric Exhibit  
10 MS-8 and MS-9.)

11  
12 **Q. MR. HARTMAN AVERS THAT THE COMPANY INACCURATELY**  
13 **DETERMINED THAT SOME OF THE AFFECTED NON-TARGET BRUSH**  
14 **WOULD BOUNCE BACK IN SPRING 2022. (COMPLAINANTS ST. NO. 1, ¶ 127.)**  
15 **DO YOU AGREE?**

16 A. No. In fact, this is the reason the Company revisits transmission corridors every four years  
17 to evaluate if the area requires follow up herbicide treatment. High-Volume Foliar  
18 herbicide treatments such as HV5 are preferred because this mixture is not designed to kill  
19 the root systems of grasses, as I noted previously. In general, the Company prefers to have  
20 its transmission corridors generally covered in grasses, wild-flowers, low growing  
21 compatible shrubs, and other non-invasive species of ground cover, as it helps to suppress  
22 the growth of less desirable, non-compatible species, and promotes pollinator habitat. That  
23 being said, using the term "bounce back" could have different meanings to Mr. Hartman

1 as opposed to a trained forester like myself. As noted previously, PPL Electric Exhibit TE-  
2 5 contains aerial photographs taken of the Company's ROW on June 19, 2022.  
3 Additionally, PPL Electric Exhibit MS-4 contains photographs showing the present state  
4 of the area in question on Mr. Hartman's property. As one can see, the transmission line  
5 right-of-way is relatively green, and the vegetation appears to be healthy and growing. I  
6 believe this constitutes the area "bouncing back" from the herbicide application.

7  
8 **Q. MR. HARTMAN ASSERTS THAT THE ALLEGED "OVER-SPRAY APPLIED TO**  
9 **THE THREE BLACKBERRY STEMS ON THE POLE 76 CRANE PAD**  
10 **DESTROYED A SECTION OF GRASSES." (COMPLAINANTS ST. NO. 1, ¶ 114.)**  
11 **PLEASE RESPOND.**

12 A. As I noted previously, targeted herbicide application may still impact a patch of brush that  
13 contains bushes and grasses. If the stem density of the surrounding brush/stems is dense  
14 and there is a larger canopy area to cover the surrounding area, vegetation may be impacted.  
15 This impact is seen as vegetation browning out like the foliage on the target brush. Such  
16 application does not "destroy" grasses, as Mr. Hartman argues. Indeed, the HV5 herbicide  
17 mix does not target or damage the root system of compatible grass species, leaving them  
18 free to grow back.

19  
20 **Q. MR. HARTMAN ALLEGES THAT "IT WILL TAKE MANY YEARS, IF NOT**  
21 **DECADES, FOR MOTHER NATURE TO REPRODUCE THE HABITAT THAT**  
22 **EXISTED PRIOR TO THE JULY 2021 HERBICIDE APPLICATION."**  
23 **(COMPLAINANTS ST. NO. 1, ¶ 131.) IS THAT CORRECT?**

1 A. No, it is not. Typically, blackberries and raspberries take 2-3 years from germination to  
2 start producing drupelets (fruit bodies), while huckleberries take approximately 3-5 years  
3 from germination to start producing the same. Please refer to pages 16-17 of my testimony  
4 for further explanation regarding berry bush seed disbursement.

5  
6 **Q. MR. HARTMAN CONTENDS THAT THE HERBICIDES APPLIED IN THE**  
7 **TRANSMISSION LINE RIGHT-OF-WAY HAS “RUNOFF FROM THE**  
8 **POWERLINE” AND HAS “WASHED ONTO [THEIR] PROPERTY OFF THE**  
9 **POWERLINE AND ROW.” (COMPLAINANTS ST. NO. 1, ¶ 97; SEE ALSO**  
10 **COMPLAINANTS ST. NO. 1, ¶ 98.) PLEASE RESPOND.**

11 A. I recently visited Mr. Hartman’s property on June 19, 2022. During that visit, I did not see  
12 any signs of off right-of-way vegetation being affected by the Company’s herbicide  
13 treatment. The foliar application was applied to the leaves of the targeted vegetation and  
14 not applied directly to the ground. As noted previously, the application was well below  
15 the allowable application rates set forth within the herbicide matrix. There was no evidence  
16 that the herbicide applied had “washed” across Mr. Hartman’s property, especially given  
17 that the wood’s edge of the right-of-way corridor near Mr. Hartman’s property did not  
18 show any signs of herbicide application.

19  
20 **Q. MR. HARTMAN CLAIMS THAT THE COMPANY DISCRIMINATED IN**  
21 **SERVICE THROUGH ITS VEGETATION MANAGEMENT ON HIS PROPERTY**  
22 **VERSUS THE PROPERTY OWNED BY THE U.S. NATIONAL PARK SERVICE,**  
23 **INCLUDING THE APPLICATION OF HERBICIDES. (SEE, E.G.,**

1 **COMPLAINANTS ST. NO. 1, ¶¶ 2, 49, 92-93, 116-20, 130, 132-33, 136(28). PLEASE**  
2 **RESPOND.**

3 A. I first note that PPL Electric maintains that Mr. Hartman's discrimination in service claim  
4 based on an alleged disparate treatment between his property and the U.S. National Park  
5 Service's property was dismissed. However, to the extent that the Commission considers  
6 this allegation, it is without merit. PPL Electric did not apply herbicides to the U.S.  
7 National Park Service's property because that was a condition of the federal permit PPL  
8 Electric has to secure for that property. No such permit was required for Mr. Hartman's  
9 property or any other landowner's property impacted by the Project. As noted previously,  
10 PPL Electric applied herbicides to more than 47 acres of property as part of the Project.  
11 This included a small portion (less than 0.35 acres) of Mr. Hartman's property. Moreover,  
12 as I explain above, herbicides are safer, more effective, and more efficient than mechanical  
13 means of vegetation management, especially on a sloped mountainside like Mr. Hartman's  
14 property where it can be dangerous to haul and use chainsaws, pruning hand saws, brush  
15 axes, and machetes. Therefore, PPL Electric would have preferred to apply herbicides on  
16 the U.S. National Park Service's property as well had the Company been permitted to do  
17 so. For these reasons, PPL Electric's use and application of herbicides within the  
18 transmission line right-of-way on Mr. Hartman's property was just and reasonable.

19  
20 **Q. DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY AT THIS TIME?**

21 A. Yes, although I reserve the right to supplement my rebuttal testimony.