

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

LAURA ANDRACCHIO JOHNSON, and
CHARLES JOHNSON,

Complainants,

v.

DUQUESNE LIGHT COMPANY,

Respondent.

No: C-2022-3032695

**OPPOSITION TO PRELIMINARY
OBJECTIONS**

Filed on behalf of Complainants
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and Charles Johnson,

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OPPOSITION TO PRELIMINARY OBJECTIONS

Complainants, through their counsel Stanley M. Stein, Esq., hereby file their Opposition to the Preliminary Objections filed by Duquesne Light Company to the Complainants' Formal Complaint, and in support thereof state as follows:

I. INTRODUCTION

1. Admitted.

2. Admitted.

3. Denied. Complainants deny that their Formal Complaint is legally insufficient because it does not allege violations of rules, regulations, or orders of the Pennsylvania Public Utility Commission ("PUC"). Because Complainants believed, and believe, that jurisdiction over the common law claims set forth in the Formal Complaint is in the Court of Common Pleas of Allegheny County, they originally filed their claims in that Court. The Court, however, on motion of Respondent, ordered that Complainants first bring their claims before the PUC. Complainants have maintained since the 2019 commencement of this matter in the Court of Common Pleas of

Allegheny County that Duquesne Light has breached Pennsylvania common law duties to Complainants as purchasers of a publicly listed residential property through which Duquesne Light secretly mapped a preferred and alternate route *while it was publicly listed for sale*, without acting reasonably to promptly notify the sellers of the property or Complainants, who were identifiable buyers, prior to the sale of the property. Two months passed between the time when Duquesne Light mapped the routes, April 7, 2017, and the time they announced them publicly, June 2, 2017. More than six weeks passed between the time when Duquesne Light mapped the routes and May 22, 2017, the date on which Complainants unwittingly bought the property, which had been publicly listed with signage and on the internet the entire time. Duquesne Light was on constructive or actual notice at all times that the property was being publicly marketed to unwitting buyers who had the right to know about Duquesne Light's existing preferred and alternate routes through it. The routes placed a cloud over the property and rendered it unsalable altogether and/or at its full value, as was later borne out by Complainants' attempts to sell it in 2020. Duquesne Light had ample time to notify the sellers, who it identified as owners of the property in April 2017, or Complainants after mapping the routes before Complainants bought the property, but it failed to do so.

Complainants further allege that Duquesne Light continued to breach duties to Complainants for three years after their unwitting purchase, from 2017-2020, by refusing to provide any further information about the routes, refusing to confirm that the "preferred" route had changed to a route that did not affect the property, and failing to act reasonably and within a reasonable time period to remove the cloud it had unnecessarily created over the property. Instead, Duquesne Light maintained the status quo of its announcement from 2017 through 2020 in complete, negligent or reckless disregard of Complainants' rights as property owners. As a result,

Complainants were saddled with an unsalable property the entire time, as was borne out in 2020 when they unsuccessfully attempted to sell the property and disclosed the routes to potential sellers, who declined to buy it.

Accordingly, Duquesne Light has breached common law duties owed to Complainants, as set forth in more detail in their Complaint, and Complainants have stated claims for common law negligence and recklessness. Their Complaint therefore is “legally sufficient.” The fact that the PUC may not have jurisdiction to decide the matter does not render the Complaint legally insufficient. Moreover, as set forth below, Complainants do allege that Duquesne Light has violated stated policies of the PUC. If, however, the PUC finds the Complaint “legally insufficient” for failure to allege a statute, rule, order or regulation that was violated, the PUC lacks jurisdiction to dismiss the matter in its entirety because it alleges common law torts.

4. Admitted.

II. LEGAL STANDARD

5. Paragraph 5 accurately quotes 52 Pa. Code §5.101(a).

6. Paragraph 6 accurately summarizes 52 Pa. Code §5.101(a)(4). Complainants incorporate by reference their response to paragraph 3.

7. Denied. 52 Pa. Code §5.22(a)(5) requires a complainant to set forth in its complaint to the PUC “[a] clear and concise statement of the act or omission being complained of including the result of any informal complaint or informal investigation.” Complainants have complied with §5.22(a)(5). Duquesne Light’s reliance on a quotation from *Drake v. Pa. Elec. Co.*, No. C-2014-2413771, 2014 WL 2003281 (Pa. P.U.C. May 7, 2014) is misplaced and incorrect. *Drake* purportedly quotes 52 Pa. Code § 5.22(a)(4), which in its current form provides that a complaint

before the PUC must contain “[t]he interest of the complainant in the subject matter.” Compare 2014 WL 2003281, *4 (precise quote from paragraph 7 of Duquesne Light’s Preliminary Objections, citing 52 Pa. Code §5.22 (a)(4)), with current 52 Pa. Code §5.22 (a)(4)). There is no provision in 52 Pa. Code §5.22(a) requiring a complaint to set forth a violation of a statute, regulation, rule or order.

By way of further response, Duquesne Light apparently intended to rely on 52 Pa. Code §5.21, “Formal Complaints Generally,” which provides in subpart (a), “[a] person complaining of an act done or omitted to be done by a person subject to the jurisdiction of the Commission, in violation, or claimed violation of a statute which the Commission has jurisdiction to administer, or of a regulation or order of the Commission, may file a formal complaint with the Commission.” In response to that argument, Complainants submit:

(a) This matter is currently before the PUC because Duquesne Light moved for its transfer from the Court of Common Pleas. See Defendants’ Brief In Support Of Motion to Bifurcate And Transfer Action to the Pennsylvania Public Utility Commission, Case No. GD 19-007611, Dkt. No. 14 (Allegheny County Court of Common Pleas) (Dec. 26, 2019) (“Motion to Transfer”). Duquesne Light’s Motion to Transfer nowhere argued that this matter was “legally insufficient” as a PUC matter. *Id.* Quite to the contrary, Duquesne Light argued that the definition of “service” under 66 Pa. C.S. §102 is broad enough to encompass an unregulated, pre-siting application notice of a potential transmission line route to potentially impacted property owners. See Motion to Transfer at 7. Duquesne Light also argued the following in urging Common Pleas to transfer this matter to the PUC: “The issues regarding the nature and extent of the duties of an electric utility to disclose and/or notify prospective purchasers of property that might be affected by the contemplated siting of a transmission line along an alternative route is far beyond the experience

of the typical juror. In fact, the issues raised in this lawsuit are closely regulated by the PUC, and have potentially far-reaching impact beyond this lawsuit. For this reason, the nature and extent of the duties of Duquesne Light, and the question of whether Duquesne Light violated those duties, should be determined by the PUC...” Motion to Transfer at 3.

(b) Throughout the proceedings in the Court of Common Pleas and Complainants’ appeals to the Superior and Supreme Courts, Complainants argued that the PUC does not have jurisdiction of this matter because it is premised on common law tort liability. *See, e.g.*, Brief of Plaintiffs In Opposition To Defendants’ Second Motion to Bifurcate and Transfer Action To The Pennsylvania Utility Commission, Case No. GD 19-007611, Dkt. No. 18 (Allegheny County Court of Common Pleas) (Feb. 10, 2020) (“Opposition to Transfer”). None of the three courts agreed, and Complainants were compelled to bring this matter to the PUC because of an incorrect Order in the Court of Common Pleas.

(c) Therefore, Duquesne Light knew when it moved to transfer this matter that the Complaint does not allege a violation of any PUC rule, statute or regulation, and has apparently used this transfer as a delay tactic. Duquesne Light has therefore wasted the time and resources of the PUC as well as the time and resources of the Court of Common Pleas by frivolously seeking the removal of an action it knew is based in common law. Indeed, in response to Complainants’ argument that the PUC does not have jurisdiction, Duquesne Light never once argued, in the multiple briefs it filed in multiple courts, that Complainants do not have a valid claim to be heard by the PUC because they did not allege violation of a rule, regulation, or statute. Rather, Duquesne Light consistently argued that this matter is encompassed by the PUC’s regulation of “services” to the consumer.

(d) Complainants therefore aver that:

(i) Duquesne Light has waived its argument that the Complaint is “legally insufficient” to be heard by the PUC; and

(ii) The Complaint is legally sufficient regardless of whether it sets forth a violation of a statute, rule or regulation governed by the PUC, because it states claims for negligence and recklessness under Pennsylvania common law.

8. Denied. 6 Pa. C.S. §703(b) provides: “The commission may dismiss any complaint without a hearing if, in its opinion, a hearing is not *necessary* in the public interest.” Paragraph 8 is further denied to the extent it implies that a hearing of Complainant’s matter is not in the public interest. This matter affects the rights of all purchasers of property that is publicly listed. Purchasers of publicly listed property have the right to know if a public utility is mapping routes through property they are considering buying, or have agreed to buy. Moreover, public utilities have duties to buyers and prospective buyers of publicly listed property to notify them promptly of routes that they are mapping or have completed mapping through such property. Public listing of property puts the entire public, including public utilities, on actual and/or constructive notice that the property is being marketed for sale. As such, a public utility is deemed to be on notice that unwitting buyers may purchase a property through which the utility is plotting a route. Even if the utility is not prepared to present such a route to the PUC for approval, the existence and/or announcement of such a route, alone, creates a cloud on the property that exists until such time as the utility confirms that the route is no longer under consideration.

9. The allegations of paragraph 9 are denied to the extent that they infer that there are no factual disputes in this matter and/or that the Complaint is legally insufficient. By way of further response, Complainants incorporate by reference their response to paragraph 3.

10. Denied. “[A] preliminary objection in the nature of a demurrer admits as true all well-pleaded, material, relevant facts.” *Allegheny Cnty. v. Com.*, 507 Pa. 360, 372, 490 A.2d 402, 408 (1985).

11. Denied. The Complaint is legally sufficient. By way of further response, Complainants incorporate by reference their responses to paragraphs 3, 7 and 8.

12. Denied. Duquesne Light has breached common law duties to Complainants. Moreover, to the extent no regulation, statute or rule currently exists requiring Duquesne Light to exercise due care with respect to the rights of buyers of publicly listed property through which Duquesne Light maps routes, then such a regulation, statute or rule should be promulgated. By way of further response, Complainants incorporate by reference their responses to paragraphs 3, 7 and 8.

13. Denied. The Complaint is legally sufficient, and it is neither proper nor in the public interest to dismiss it. By way of further response, Complainants incorporate by reference their responses to paragraphs 3, 7 and 8.

III. COMPLAINANTS’ ALLEGATIONS

14. Admitted. By way of further response, the Formal Complaint incorporates by reference the Second Amended Complaint in Civil Action, Case No. GD 19-007611, Dkt. No. 12 (Allegheny County Court of Common Pleas) (Nov. 18, 2019) (*attached as Exhibit A to Formal Complaint in this proceeding*) (“Complaint”).¹ The Complaint avers at ¶¶1 and 39 that Complainants bought the “Ridgehaven Property” on May 22, 2017.

¹ All ¶¶ references herein are to the Second Amended Complaint attached as Exhibit A to the Formal Complaint.

15. Denied. The Complaint alleges that Duquesne Light was negligent in not providing prompt notice of a preferred and alternative route through the Ridgehaven Property to its owners from April through May 22, 2017, who sold it to Complainants, or to Complainants, who were identifiable contingent purchasers during those months. ¶¶1-9, 29-45, 74-96. The routes had been mapped as part of the “West Deer Project.” ¶1.

16. Denied. Complainants never received any notice regarding the West Deer Project from Duquesne Light in June 2017. Rather, Complainants received an email from new neighbors as they were moving to the Ridgehaven Property on June 7, 2017, which attached a notice the neighbors had received regarding the West Deer Project. Duquesne Light sent its notice about the routes through the Ridgehaven Property to its former owners, who sold it to Complainants, on or about June 2, 2017, after the owners had sold to Complainants. The notice was forwarded to the former owners at their new address by the post office. ¶¶1-9, 43-45. Complainants specifically allege: “The notice DLC provided to the former owners of the Ridgehaven property was not regulated by the PUC. The notice was provided in the course of DLC’s pre-application outreach, which the PUC does not regulate except for communications when access to property is necessary for purposes of negotiating rights of way.” ¶88.

17. Admitted in part. By way of further response:

(a) The Complaint specifically alleges that on Friday, September 29, 2017, plaintiffs received from Duquesne Light a certified letter dated September 15, 2017 advising them that the Ridgehaven property was “near a potential route of the [new high voltage] transmission line,” enclosing a “NOTICE [of] EMINENT DOMAIN POWER,” and requesting access to the property. The September 2017 letter referenced the earlier notice which had been sent to the former owners of the Ridgehaven property, unbeknownst to plaintiffs. The letter also referenced the routes shown

on an April 5 route map, at Exhibit A of the Complaint, and an October 4, 2017 open house to be hosted by Duquesne Light at which further information would be provided. The September 2017 letter stated in relevant part that DLC “will construct a new high voltage electric transmission line in the Townships of Indiana and West Deer,” that “[y]ou are receiving this letter because you own property near a potential route of the transmission line,” two consulting firms DLC had hired “will need to access your property for further evaluation,” and “[i]n the coming weeks, [DLC] will be contacting you to discuss acquiring the right of way needed to complete this project.” ¶¶50-51.

(b) By sending its certified September 2017 notice to Complainants, ***Duquesne Light created material, negative information about the Ridgehaven property***—that Duquesne Light wished to negotiate a high voltage transmission line right of way through it—***which Complainants were now required to disclose if they wished to sell the property***. As Complainants will prove and have alleged, over the next three years, from September 2017 through November 2020, Complainants repeatedly requested in writing to Duquesne Light and its counsel ***whether the September 2017 notice was still operative*** and whether Duquesne Light still intended to negotiate a right-of-way through the Ridgehaven property, and specifically advised Duquesne Light that they needed to know because they wished to sell the property. Duquesne Light expressly, and in writing, repeatedly refused to confirm or deny whether the September 2017 notice was still in effect until November 2020, after Complainants advised Duquesne Light that two buyers had declined to buy the property upon notice of the routes.

(c) Thus, while Duquesne Light makes little of its September 2017 notice, it was of grave consequence to Complainants and their property rights.

18. Admitted. By way of further response, Complainants' formal complaint alleges that the routes created a cloud on the Ridgehaven property. Complainants' Second Amended Complaint more specifically alleges, among other things:

(a) "DLC's Preferred and Alternative routes through the Ridgehaven Property, and DLC's plans to begin building its new high voltage line in 2018, constituted material information about the property for many reasons because they created foreseeable, undesirable risks to the condition of the property, including without limitation the risk that a high voltage power line would be constructed on the property and within view of the residence in the foreseeable future, causing the property to be defiled and deforested, and causing all attendant negative conditions created by high voltage power lines. In addition, title to much of the property was at risk because DLC would have to take several acres of it by eminent domain if a route through the property were approved." ¶26.

(b) "The foreseeable risks alleged in the prior paragraph existed before plaintiffs bought the property. Had plaintiffs been apprised of those risks, they would not have bought the property. In addition, the existing risks gave rise to plaintiffs' right to terminate, rescind, void or revoke the Agreement and decline to close their purchase. Moreover, plaintiffs had agreed to pay a price for the property which was materially more than the fair market value of the property would have been had DLC's designs on it been disclosed." ¶27.

(c) "DLC's plans alone materially impacted the value of the Ridgehaven property, regardless of whether and when DLC would obtain approval of any route from the PUC, because they created foreseeable risks to and altered the desirability and perception of the property upon publication, and violated the reasonable expectations to which buyers of real property have a right." ¶67.

19. Admitted, upon information and belief.

20. Denied. To the contrary, the Complaint alleges that *PUC regulations* did not require Duquesne Light to notify impacted property owners before it submitted an application for approval of routes to the PUC. The Complaint clearly and repeatedly alleges that because Duquesne Light chose to provide notice, common law principles obligated it to exercise due care with respect to potential purchasers of impacted properties that were publicly listed for sale, such as Complainants, and that Duquesne Light breached that duty and further acted in reckless disregard for the rights of impacted property purchasers. §§66-96.

21. Admitted in part. Complainants have specifically requested the following two determinations under protest:

(a) Whether the PUC has jurisdiction to determine the duty owed by Defendants to Complainants regarding (1) the location of proposed transmission lines impacting property that was publicly listed for sale and which Complainants were about to buy, and (2) the appropriate time to give Notice thereof to the owner of the property, where DLC had mapped two high voltage power lines through the property before Complainants bought it, and had prepared a notice to the sellers before Complainants bought the property, but did not mail the notice until eleven days after Complainants bought it.

(b) If the PUC determines that it has jurisdiction to make the above determination, then Complainants request that the PUC determine that DLC acted negligently and recklessly and is consequently liable to Complainants under common law tort principles for the harm Complainants suffered as a result of DLC's acts and failures to act, as DLC's conduct in providing notice and announcing the West Deer Project was not governed by PUC regulations.

IV. ARGUMENT

22. Denied insofar as Duquesne Light is alleging that the Complaint is legally insufficient. Complainant incorporates by reference its responses to paragraphs 3, 7, 12, 13 and Exhibit A to its Formal Complaint.

23. Denied. First, Complainants did not receive any notice from Duquesne Light in June 2017. Duquesne Light sent notice in June 2017 to the former owners of the Ridgehaven Property. By way of further response, Complainants incorporate by reference their response to paragraph 16. Second, while the Commission approved public outreach before a siting application, the Commission never approved the mapping and announcement of routes and provision of notice to potentially impacted property owners before filing a siting application with the PUC, which is what Duquesne Light did here. Such a policy would recklessly place unnecessary clouds on all potentially impacted properties and create unnecessary angst in entire communities-- which is exactly what Duquesne Light did here. Rather, the PUC recognized in its *Final Order Establishing Interim Guidelines for the Filing of Electric Transmission Line Siting Applications* at 12-13:

[P]ublic presentations on a subject as controversial as a transmission line have the potential to become contentious. ***Allowing potential parties to the case to attend before the formal filing of the application would be inconsistent with the Commission's Rules of Practice and Procedure.*** (Emphasis added)... ***The Commission already provides for ample public input sessions after the case is filed and does not wish to duplicate that process.***

However, the Commission does have a concern regarding the amount and quality of information provided by the utility applicants to the public generally about a proposed transmission project. As such, the provision of advance notice of informational sessions

to the public, either to the general community or interest groups, *after the filing of the formal application* (emphasis original) is not inconsistent with the Commission's duties generally in reviewing and approving transmission siting applications and insuring that the entire public outreach/education process is transparent.

In recognition of the concerns raised by electric utility comments, the Commission narrows the scope of this particular Interim Guideline to require the provision of notice to the Commission's Office of Communications of publicly advertised meetings with large community or other interest groups by the public utility *following the filing of the formal application for siting and construction of the transmission line*. (Emphasis added).

Thus, in providing notice before filing a formal application, Duquesne Light was in fact violating PUC policies as stated in its Final Order.

24. Denied. Complainants did not receive any notice from Duquesne Light in June 2017. Duquesne Light sent notice in June 2017 to the former owners of the Ridgehaven Property. By way of further response, Complainants incorporate by reference their response to paragraph 16. Further, Complainants are without knowledge to admit or deny Duquesne Light's purpose in sending its notice to potentially impacted property owners, such as the sellers of the Ridgehaven property.

25. Denied. Complainants did not receive any notice from Duquesne Light in June 2017. Duquesne Light sent notice in June 2017 to the former owners of the Ridgehaven Property. By way of further response, Complainants incorporate by reference their response to paragraph 16. Further, Duquesne Light's issuance of the June 2017 notice violated the PUC's policy of communicating with the public at large about a transmission line project only after the filing of a

siting application, as set forth in response to paragraph 23. Duquesne Light also violated common law duties by choosing to provide such notice, but then not providing it in such a way as to exercise due care as to the rights of Complainants, as buyers or potential buyers of potentially impacted property, as alleged in the Complaint and throughout this Opposition. In choosing to provide notice prior to filing a siting application, Duquesne Light was obligated to exercise due care by giving prompt notice to owners of publicly listed properties along the routes, or identifiable buyers such as Complainants.

26. Denied. Duquesne Light's outreach to potentially impacted property owners was not prudent and contravened PUC policy as set forth in response to paragraph 23. By way of further answer, the imprudence of Duquesne Light's conduct has become even more apparent over the years that followed its announcement. Duquesne Light has continued to maintain *for over five years* that it intends to apply to the PUC for approval of routes it mapped in 2017 for the West Deer Project. During the first several years, the Agricultural Zone in Indiana Township expended great resources and efforts to fight the West Deer Project, and Complainants lost two potential buyers for the Ridgehaven Property in late 2020 as a result of Duquesne Light's feckless announcement of the routes. Others in the same neighborhood were also unable to sell potentially impacted property for the same reason. To date, Duquesne Light cannot state with any certainty when it will file a siting application and remove the uncertainty it created by prematurely and irresponsibly announcing routes through potentially impacted properties. Thus, the PUC's policy of condoning public outreach only after filing a siting application is wise and was violated.

27. Denied. The Complaint is legally sufficient for the reasons set forth in the Complaint and in Complainants' responses to paragraphs 3, 7, 8, 12, 15-16, 18, 20, 23, and 25-26.

28. Denied to the extent that Duquesne Light implies that its September 29, 2017 notice to Complainants was prudent or non-violative of common law duties or PUC policies, rules, regulations or statutes. By sending its certified September 2017 notice to Complainants, ***Duquesne Light created material, negative information about the Ridgehaven property***—that Duquesne Light wished to negotiate a high voltage transmission line route through it—***which Complainants were now required to disclose if they wished to sell the property***. As Complainants will prove and have alleged, over the next three years, from September 2017 through November 2020, Complainants repeatedly requested in writing to Duquesne Light and its counsel ***whether the September 2017 notice was still operative*** and whether Duquesne Light still intended to negotiate a right-of-way through the Ridgehaven property, and specifically advised Duquesne Light that they needed to know because they wished to sell the property. Duquesne Light expressly, and in writing, repeatedly refused to confirm or deny whether the September 2017 notice was still in effect until November 2020, after Complainants advised Duquesne Light that two buyers had declined to buy the property upon notice of the routes. The September 2017 notice was thus unnecessary and carelessly issued, as Duquesne Light has never, in the 4-1/2 years since providing that notice, communicated with Complainants “for the purpose of negotiating for the acquisition of a transmission line right-of-way.” 52 Pa. Code §57.91(b).

29. Denied in that 52 Pa. Code §57.91(b) does not require utilities to disclose their eminent domain power until they are prepared to exercise it within a reasonable time in order to obtain a right of way through private property and submit a siting application for a route through the same property. 52 Pa. Code §57.91(b) did not require Duquesne Light to send the notice it sent to Complainants because it was not prepared to obtain a right of way or file a siting application, and in fact has not done so in the 4-1/2 years since sending the September 2017 notice. Neither 52 Pa.

Code §57.91(b) nor any PUC policy sanctions the feckless disclosure of eminent domain power and request for access to property five or more years before any such action is taken.

30. Admitted.

31. Denied for the reasons set forth in response to paragraphs 28-29. By way of further response, the September 2017 notice was sent in violation of common law duties owed by Duquesne Light to Complainants, and in violation of PUC policies, as discussed herein.

32. Denied for the reasons set forth in response to paragraphs 28-29. By way of further response, the September 2017 notice was sent in violation of common law duties owed by Duquesne Light to Complainants, and in violation of PUC policies, as discussed herein. Complainants further incorporate by reference their responses to paragraphs 3, 7, 8, 12, 15-16, 18, 20, 23, and 25-26.

33. Denied for the reasons set forth in response to paragraphs 28-29. By way of further response, the September 2017 notice was sent in violation of common law duties owed by Duquesne Light to Complainants, and in violation of PUC policies, as discussed herein. Complainants further incorporate by reference their responses to paragraphs 3, 7, 8, 12, 15-16, 18, 20, 23, and 25-26.

34. Admitted.

35. Denied for the reasons set forth in response to paragraphs 28-29. By way of further response, the September 2017 notice was sent in violation of common law duties owed by Duquesne Light to Complainants, and in violation of PUC policies, as discussed herein. Complainants further incorporate by reference their responses to paragraphs 3, 7, 8, 12, 15-16, 18, 20, 23, and 25-26.

36. Denied. Complainants further incorporate by reference their responses to paragraphs 3, 7, 8, 12, 15-16, 18, 20, 23, and 25-26, 28-29.

V. CONCLUSION

37. Admitted.

38. Admitted in part and denied in part. Complainants contend that because the June notice was unnecessary, Duquesne Light was required to exercise due care with respect to the rights of Complainants, who were contingent buyers of the Ridgehaven property, which Duquesne Light intended to unnecessarily blight by prematurely announcing routes through it. Complainants allege that the September notice was unnecessary because Duquesne Light never negotiated a right of way through the Ridgehaven property, and by issuing the notice, Duquesne Light carelessly and unnecessarily created material, negative information about the Ridgehaven property which Complainants were required to disclose if they wished to sell it.

39. Denied. The June and September 2017 notices were issued in violation of PUC policies and guidelines, see *Final Order Establishing Interim Guidelines for the Filing of Electric Transmission Line Siting Applications* at 12-13, and in violation of common law duties owed to Complainants. Complainants further incorporate by reference their responses to paragraphs 3, 7, 8, 12, 15-16, 18, 20, 23, and 25-26, 28-29.

40. Denied. The June 2017 notice was issued in violation of PUC policies and guidelines, see *Final Order Establishing Interim Guidelines for the Filing of Electric Transmission Line Siting Applications* at 12-13, and in violation of common law duties owed to Complainants. Complainants further incorporate by reference their responses to paragraphs 3, 7, 8, 12, 15-16, 18, 20, 23, and 25-26, 28-29.

41. Denied. The September 2017 notice was issued in violation of PUC policies and guidelines, see *Final Order Establishing Interim Guidelines for the Filing of Electric Transmission Line Siting Applications* at 12-13, and in violation of common law duties owed to Complainants. Complainants further incorporate by reference their responses to paragraphs 3, 7, 8, 12, 15-16, 18, 20, 23, and 25-26, 28-29.

42. Denied. The June and September 2017 notices were issued in violation of PUC policies and guidelines, see *Final Order Establishing Interim Guidelines for the Filing of Electric Transmission Line Siting Applications* at 12-13, and in violation of common law duties owed to Complainants. Complainants further incorporate by reference their responses to paragraphs 3, 7, 8, 12, 15-16, 18, 20, 23, and 25-26, 28-29.

43. Denied. The Complaint is legally sufficient because it states causes of action for common law negligence and recklessness. Moreover, the June and September 2017 notices were issued in violation of PUC policies and guidelines, see *Final Order Establishing Interim Guidelines for the Filing of Electric Transmission Line Siting Applications* at 12-13. Complainants further incorporate by reference their responses to paragraphs 3, 7, 8, 12, 15-16, 18, 20, 23, and 25-26, 28-29.

WHEREFORE, Complainants respectfully request that the Commission overrule Duquesne Light's Preliminary Objections.

STANLEY M. STEIN, PC

A handwritten signature in blue ink that reads "Stanley M. Stein". The signature is written in a cursive style with a horizontal line underneath it.

Stanley M. Stein, Esq.
Counsel for Laura Andracchio Johnson,
and Charles Johnson