

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

LAURA ANDRACCHIO JOHNSON, and
CHARLES JOHNSON,

Complainants,

v.

DUQUESNE LIGHT COMPANY,

Respondent.

No: C-2022-3032695

**COMPLAINANTS' REPLY
TO NEW MATTER**

Filed on behalf of Complainants
Laura Andracchio Johnson,
and Charles Johnson,

Counsel of Record for this Party:

Stanley M. Stein, Esquire
PA I.D. No. 10577
smstein@smsteinlaw.com
(412) 904-4573
445 Fort Pitt Blvd., Suite 150
Pittsburgh, PA 15219

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

LAURA ANDRACCHIO JOHNSON, and
CHARLES JOHNSON,

Complainants,

v.

DUQUESNE LIGHT COMPANY,

Respondent.

No: C-2022-3032695

COMPLAINANTS' REPLY TO NEW MATTER

Complainants, by and through their attorney, Stanley M. Stein, Esquire, hereby reply as follows to defendant Duquesne Light Company's ("Duquesne Light") New Matter:

11. The allegations of paragraph 11 incorporate by reference paragraphs 1 through 10 of Duquesne Light's Answer, to which Complainants are not required to respond. By way of further reply, to the extent Duquesne Light's Answer avers that Complainants have not stated a claim for which relief can be granted, Complainants aver that Duquesne Light's Preliminary Objections to plaintiffs' Second Amended Complaint were overruled in their entirety by the Allegheny County Court of Common Pleas, and Duquesne Light was ordered to file an Answer to the Second Amended Complaint, so that the Common Pleas Court has already determined that Complainants' claims state a cause of action for which relief can be granted. Exhibit B to Complainant's Formal Complaint herein. See also Duquesne Light's Answer and New Matter to the Second Amended Complaint, doc. no. 26 at docket GD-19-007611, Allegheny County Court of Common Pleas (filed April 30, 2020) (hereinafter "April 30, 2020 Answer and New Matter").

12. Complainant is without personal knowledge to admit or deny the allegations of paragraph 12 of Duquesne Light's New Matter. To the extent a response is deemed necessary, plaintiffs admit that Exhibit H of Duquesne Light's Answer and New Matter indicates on its face that Duquesne Light was served on June 1, 2022.

13. The allegations of paragraph 13 of Duquesne Light's New Matter are conclusions of law to which no response is necessary.

14. The allegations of paragraph 14 of Duquesne Light's New Matter are conclusions of law to which no response is necessary.

15. Admitted.

16. Complainants are without personal knowledge to admit or deny the allegations of paragraph 16 of Duquesne Light's New Matter. To the extent a response is deemed necessary, plaintiffs deny the allegations of paragraph 16 on the grounds that upon information and belief, Duquesne Light began planning the West Deer Project before early 2017.

17. Admitted in part and denied in part. Complainants admit that they purchased the Ridgehaven Property on May 22, 2017 and that the public records indicate a contract sale price of \$1,235,520. However, Complainants paid over \$1,300,000 for the Ridgehaven Property because they paid settlement charges of \$84,676.89, including real estate commissions for buyer and seller totaling \$52,500, and other miscellaneous charges in addition to the contract sales price. See May 22, 2017 Settlement Statement, Exhibit 1.

18. Complainants are without personal knowledge to admit or deny the allegations of paragraph 18 of Duquesne Light's New Matter. To the extent a response is deemed necessary, Complainants aver that based on their investigation and discovery conducted in a related matter,

Duquesne Light sent a notice to the former owners of the Ridgehaven property which was prepared in early to mid-May 2017. Complainants have no personal knowledge as to the date on which Duquesne Light sent the notice, and to that extent they deny the allegations of paragraph 18.

19. Denied as to the use of the word “notified.” Complainants received a forwarded email about the West Deer Project that was circulated in their new neighborhood on and around Ridgehaven Lane on June 7, 2017, and first became aware of the West Deer Project in that manner. They were not recipients of the original email, which had as its subject “VERY worrisome DLC eminent domain actions in Ag Zone.” Exhibit 2. Complainants were not notified by Duquesne Light or anyone with authority to notify the public or owners of impacted properties about the West Deer Project in June 2017.

20. Paragraph 20 of Duquesne Light’s New Matter contains conclusions of law to which no response is deemed necessary. To the extent a response is deemed necessary, Complainants deny the conclusions of law in paragraph 20. By way of further Reply, Complainants have no personal knowledge to allow them to admit or deny Duquesne Light’s allegation that it sent the referenced notice on September 15, 2017. Complainants received the notice from Duquesne Light via certified mail on September 29, 2017. Exhibit 3; see also Second Amended Complaint in Civil Action (Exhibit A to Formal Complaint in this proceeding) at ¶50.

21. Denied as stated. In September 2017, the Ridgehaven Property was on Duquesne Light’s preferred and one alternate route for the West Deer Project, so that it was on *two* routes, not one as Duquesne Light avers. See Second Amended Complaint in Civil Action (Exhibit A to the Formal Complaint in this proceeding) at Exhibit B (map dated October 6, 2017). The yellow shaded area on the October 6, 2017 map is the Ridgehaven Property, and two routes transgress it.

22. Complainants are without personal knowledge to admit or deny the allegations of paragraph 22 of Duquesne Light's New Matter. By way of further Reply, this is the first time that Duquesne Light has stated *that as early as Spring 2019*, it knew the Ridgehaven Property "would not be impacted." New Matter, ¶22; see also Answer at ¶4, p. 5 ("In or around Spring 2019, the Company re-evaluated the feasibility of the proposed Project routes and determined the Ridgehaven Property would not be impacted."). Duquesne Light's admission exposes the egregious nature of its conduct, because Duquesne Light *refused to inform Complainants that the Ridgehaven Property "would not be impacted"* in response to Complainants' repeated requests from 2017 through 2020. Duquesne Light also *never averred or argued* that the property "would not be impacted" in any pleading, brief or oral argument in Complainants' lawsuit against Duquesne Light in the Court of Common Pleas, which was filed in the Spring of 2019, *precisely when Duquesne Light claims it knew the property "would not be impacted."* See Docket at No. GD-19-007611, Allegheny County Court of Common Pleas), Document No. 1 (Praecipe for Writ of Summons, May 22, 2019); *see also, e.g.*, April 30, 2020 Answer and New Matter, containing no averment that the Ridgehaven Property was not then impacted. Moreover, when Duquesne Light's counsel finally confirmed that Duquesne Light did "not anticipate" that the Ridgehaven Property would be impacted in a November 13, 2020 letter to Complainants' counsel, he did not advise them that that had been the case since Spring 2019. He said only that "circumstances changed after" September 2017, without admitting precisely when "circumstances changed." See Exhibit G to Answer and New Matter.

Duquesne Light therefore has now admitted to intentionally withholding material information about the Ridgehaven Property from Complainants during the period from Spring 2019 through Fall 2020. By way of further Reply, Complainants aver that Duquesne Light

withheld that information from Complainants, that the Ridgehaven Property was not impacted, in retaliation for Complainants' lawsuit against Duquesne Light, filed in May 2019. Duquesne Light knew from Spring 2019 through Fall 2020 that its refusal to advise Complainants that their property was not impacted maintained a cloud over the property, particularly in light of Duquesne Light's September 2017 certified notice to Complainants in which it stated it would be negotiating a right of way through the property—which notice Duquesne Light refused to retract, as alleged below. Duquesne Light also knew at all relevant times that its June and September 2017 public announcements about the routes, and its private September 2017 certified notice to Complainants, was all information Complainants would have to disclose if they attempted to sell the property, which would render the property either unsalable or would lower its market value. However, according to Duquesne Light's most recent averment in its Answer and New Matter, it knew as of Spring 2019 that the property was not impacted, but failed to so advise Complainants despite their repeated inquiries.

By way of further Reply, Duquesne Light never averred in any brief or pleading in the lawsuit in the Court of Common Pleas that the Ridgehaven Property was not impacted. See, e.g., April 30, 2020 Answer and New Matter. Duquesne Light therefore withheld that material information in the context of a judicial proceeding. In fact, Duquesne Light's attorney, Gary Hunt, misrepresented to Judge Della Vecchia in February 2020, during oral argument on Duquesne Light's Preliminary Objections, that Duquesne Light would not know for another eighteen months whether it would be proposing a route through the Ridgehaven Property to the PUC. Duquesne Light's attorney stated as follows in a February 18, 2020 email to Stanley Stein, Complainants' counsel, in response to Mr. Stein's follow up about Mr. Hunt's representation to the court:

“Stan: I was asked by Judge Della Vecchia to ‘speculate’. I responded that if I were to speculate, I would say at least 18 months. I based that on nothing more than the time period it might take for DLC to get this back into a planning mode and to make some decisions as to going forward. I have no specific information upon which I based that speculation.”

Exhibit 4. Yet, according to Duquesne Light’s Answer and New Matter, it knew almost a year before February 2020 that the property “would not be impacted.” Answer and New Matter ¶¶22.

Then, in a follow up letter to Duquesne Light’s counsel on February 21, 2020, Mr. Stein specifically asked Mr. Hunt whether Duquesne Light would still need access to the Ridgehaven Property to acquire a right of way needed for the West Deer Project, as stated in its September 2017 certified letter to Complainants. Exhibit 5. Mr. Stein advised Mr. Hunt in the February 21, 2020 letter that Complainants wished to sell the property and needed to know if Duquesne Light still needed a right of way through it. *Id.* Mr. Stein further stated:

We believe that DLC’s refusal to provide any more detail than what is available publicly is inappropriate and in bad faith given the cloud it has created on the title to the Ridgehaven property and certainty of the communications in its private communications with the Johnsons. The Johnsons have a right to know if the representations in the [September 2017] letter are still operative, given the impact they would have on the property’s market value if disclosed. Please ask your client to treat the Johnsons’ large investment and ongoing compromised circumstances with a bit more regard.

Ex. 5.

Neither Mr. Hunt nor Duquesne Light responded to Mr. Stein’s February 21, 2020 letter by March 11, 2020. Mr. Stein therefore followed up with an email to Mr. Hunt on March 11, 2020, attaching Mr. Stein’s February 21, 2020 letter. Exhibit 6 at 2.

Neither Mr. Hunt nor Duquesne Light responded to Mr. Stein’s March 11, 2020 email by April 14, 2020. Mr. Stein therefore followed up again on April 14, 2020 with a second email to Mr. Hunt, again attaching the February 21, 2020 letter. Ex. 6 at 1. Mr. Stein stated in part in his April 14, 2020 email (*id.*):

Please advise us whether the conditions set forth in the certified letter that DLC sent to the Johnsons in September, 2017 are still operative and whether DLC will be contacting the Johnsons to discuss acquiring the right of way allegedly needed for the project or whether DLC has withdrawn its intent to contact them and discuss the right of way. As I indicated, the Johnsons are looking to sell the property and this information is necessary so that the Johnsons may accurately disclose to [] potential buyers the likelihood (or not) that the property will be subject to a later right of way claimed by DLC.

Mr. Hunt then finally responded as follows to Mr. Stein's February 21, 2020 letter in an April 14, 2020 email: "*Stan, as I told you previously, the information that is publicly available is all there is at this time.*" Ex. 6 at 1. The only information available publicly as of April 14, 2020 was Duquesne Light's West Deer Project page on its website, which stated that the project schedule was being reassessed, the project was still an important initiative, and "Please check our website for further updates." Second Amended Complaint at ¶63, and Exhibit C thereto.

Mr. Hunt never stated at any time during the parties' February-April 2020 communications, or to the Court during oral argument in February 2020, that Duquesne Light had known since Spring 2019 that the Ridgehaven Property "would not be impacted." Answer and New Matter ¶¶4, 22. Instead, he clearly indicated that as of February-April 2020, it was still a possibility that the Ridgehaven Property would be impacted, and that that would remain a possibility until at least late 2021. Therefore, if in fact Duquesne Light knew in Spring 2019, as it avers, that the property would not be impacted, it intentionally withheld that information in bad faith.

By way of further reply, following Judge Della Vecchia's February 2020 ruling transferring the case to the PUC, Complainants expended great time and financial resources appealing that order to the Superior and Supreme Courts of Pennsylvania during 2020-2021. All that time, Duquesne Light allegedly knew, but withheld from Complainants until its New Matter in this proceeding, that the Ridgehaven Property was not impacted. Had Duquesne Light provided Complainants with that material information in Spring 2019, Complainants may have been able to

sell the property two years earlier (they sold it in July 2021). Instead, Complainants attempted to sell the property in Fall 2020, after first learning that the property was not on a preferred route or “not impacted,” and lost two buyers upon disclosing the two alternate routes. It was not until the second buyer declined to move forward that Duquesne Light’s lawyer finally provided a letter stating that Duquesne Light did “not anticipate” that the Ridgehaven property would be impacted. See Exhibit G to Answer and New Matter.

By way of further Reply, it was negligent and reckless for Duquesne Light to fail to advise Complainants that the property “would not be impacted” as soon as Duquesne Light itself knew that information, which was allegedly in Spring 2019. Answer and New Matter ¶¶4, 22. Duquesne Light also acted with malicious intent in failing to provide that information in response to Complainants’ repeated requests as to the status of the routes through their property.

23. Complainants are without personal knowledge to admit or deny the allegations of paragraph 23 of Duquesne Light’s New Matter. By way of further Reply, the term “suspended” is vague and ambiguous.

24. Complainants are without personal knowledge to admit or deny the allegations of paragraph 24 of Duquesne Light’s New Matter. By way of further Reply, the terms “reprioritized” and “generation deactivations” are vague and ambiguous.

25. Complainants are without personal knowledge to admit or deny the allegations of paragraph 25 of Duquesne Light’s New Matter.

26. Complainants are without personal knowledge to admit or deny the allegations of paragraph 26 of Duquesne Light’s New Matter. Upon information and belief based on

Complainants' frequent review of the West Deer Project page, Duquesne Light removed the West Deer Project routes from its website in or about August 2019, but continued to represent as follows:

The project construction schedule is currently being reassessed. A number of emergent regional transmission projects arose that have caused a reprioritization of company projects, which will impact the planned construction dates of the West Deer project. The West Deer Reliability Project continues to be an important transmission infrastructure improvement initiative for our customers located in West Deer, Indiana, Hampton, Fox Chapel Townships and in other neighboring communities. Please check our website for further updates.

Second Amended Complaint, ¶63 and Exhibit C thereto. Then, in or about August or September 2020, Duquesne Light added a map without routes, but with a shaded area for the project, to the West Deer Project page.

27. Admitted. By way of further Reply, Complainants contacted the call center about the routes twice on September 3, 2020. Complainant Laura Johnson called initially and was told for the first time, by someone at the call center, that the Ridgehaven Property was not impacted by the West Deer Project. Complainant Charles Johnson then called again to confirm the information, and was advised by someone named Judy to contact the project manager for the West Deer Project.

28. Admitted in part. Duquesne Light's call center did not initially refer Complainants to the project manager, but instead advised Complainant Laura Johnson that the Ridgehaven Property was not impacted by the West Deer Project. The call center personnel told Charles Johnson in a second call placed on September 3, 2020 to contact the project manager.

29. Admitted. By way of further Reply, Complainants' real estate agent who was preparing to list the Ridgehaven Property for sale also contacted Duquesne Light via email on September 22, 2020. Complainants contacted the real estate agent about selling the property after Duquesne Light's call center advised them that the property was not impacted in September 2020. In her email, Complainants' real estate agent requested Duquesne Light to confirm that the property was

not impacted by the West Deer Project so that she could include the utility's response "in my files and marketing materials." Exhibit 7.

30. Admitted that the West Deer Project Manager responded on October 1, 2020. Denied to the extent that the term "timely" is vague and ambiguous. By way of further answer, Complainants aver that in the Project Manager's October 1, 2020 email, he did not advise Complainants that Duquesne Light had determined that the Ridgehaven Property "would not be impacted" in the Spring of 2019. Rather, the Project Manager advised Complainants that when the West Deer Project was placed "on hold," the Ridgehaven Property "was included in two of three alternate routes." New Matter Ex. F. The Project Manager did not state precisely when the project was placed "on hold." *Id.*

31. Admitted. By way of further Reply, Duquesne Light's counsel did not advise Complainants that the Company had determined in Spring 2019 that the Ridgehaven Property "would not be impacted." Answer and New Matter ¶22. Rather, Duquesne Light's Counsel advised Complainants' counsel that (1) "circumstances changed" at some indeterminate time after September 2017, when the Ridgehaven Property was located on the preferred route, and (2) as of November 2020, the property was "on one or both currently identified alternate routes," but not on the preferred route. New Matter Ex. G. Further, Duquesne Light's Counsel misrepresented in the October and November 2020 letters that Complainants and their counsel "knew" that the Ridgehaven Property had not been on the preferred route "for an extended period." *Id.* Complainants did not know that information until October 2020: it was never publicly announced, and Duquesne Light never so advised Complainants, as evidenced in part by the communications attached as exhibits hereto and referenced herein. See Exhibits 4-6. In fact, Duquesne Light repeatedly refused to advise Complainants that anything had changed with respect to the routes

through the Ridgehaven Property, and never told them until October 2020 that the property was not on a preferred route or was not impacted.

32. Admitted. By way of further Reply, Complainants' sold the Ridgehaven Property at a loss of \$39,601, primarily because of improvements they decided to make to the property after Duquesne Light's November 13, 2020 letter stating that it was no longer on a preferred route. In addition, Complainants were unable to sell the property for full market value from 2017 through November 13, 2020, because it was not salable at all, or at its full value, until Duquesne Light confirmed that it was not on a preferred route and not likely to be impacted.

This was borne out in Fall 2020, when Complainants listed the Ridgehaven Property for sale, but before Duquesne Light's counsel provided the October and November 2020 letters at Exhibit G to the New Matter. In September and October 2020, two prospective buyers declined to make offers after being told that the property was on two alternate routes for the West Deer Project.

As a result of (a) Complainants' mistaken purchase of the Ridgehaven Property in 2017, because they would not have bought it had Duquesne Light notified the sellers or Complainants in a timely manner about the routes through the property, and (b) Complainants' inability to sell the property due to Duquesne Light's September 2017 certified notice that it needed a right of way through the property and Duquesne Light's refusal to retract the notice or advise Complainants that the property "would not be impacted" until late 2020, Complainants incurred the following expenses, among others:

(a) moving to the property, which they would not have done had Duquesne Light timely notified the sellers or Complainants of the routes in April or May 2017, after mapping them, because Complainants would not have bought the property (\$8,900);

(b) maintaining the private road on which the property was located from 2017 through 2020 (\$4,176);

(c) real estate taxes on the property through July 8, 2021, when they were finally able to sell it (\$83,213);

(d) legal costs of Complainants' lawsuits against Duquesne Light and the former owners of the property in the amount of \$58,230, most of which may have been avoided had Duquesne Light advised Complainants that the property was not impacted in Spring 2019, when Duquesne Light allegedly made that determination and when Complainants filed the lawsuit;

(e) Complainants also purchased another home in late 2017, after receiving Duquesne Light's September 2017 notice, because they reasonably believed based on Duquesne Light's representations that the Ridgehaven Property was on a preferred and one alternate route, that one of those routes would be approved by the PUC, that a high voltage transmission line would be constructed through the property, and that therefore it was not a place they wished to remain and retire, which was their purpose in buying the property. Complainants incurred mortgage interest expense on their second home in the amount of \$87,338 as of July 8, 2021, when they sold the Ridgehaven property.

STANLEY M. STEIN, PC



Stanley M. Stein, Esq.

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

LAURA ANDRACCHIO JOHNSON, and
CHARLES JOHNSON,

Complainants,

v.

DUQUESNE LIGHT COMPANY,

Respondent.

No: C-2022-3032695

EXHIBIT “1”

TO

COMPLAINANTS’ REPLY TO NEW MATTER

A Settlement Statement

B Type of Loan				6. File Number:	7. Loan Number:	8. Mortgage Ins. Case No.:
1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> CONV. UNINS.		17080		
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> CONV. INS.					
C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.						
D. Name and Address of Borrowers: Charles L. Johnson 815 Fox Chapel Rd., Pittsburgh, PA 15238 Laura M. Andracchio 815 Fox Chapel Rd., Pittsburgh, PA 15238				F. Name and Address of Lender:		
E. Name and Address of Sellers: Michael L. Fetterolf Dawn R. Fetterolf 296 Rooster Road, Somerset, PA 15501				H. Settlement Agent: Sebring & Associates 339 Old Haymaker Road, Suite 1101 Monroeville, PA 15146 Phone Nbr: 412-856-3500		
G. Property Location: 235 Ridgehaven Lane Pittsburgh, PA 15238				I. Settlement Date 05/22/2017	Place of Settlement: Sebring & Associates	
J. Summary of Borrower's Transaction				K. Summary of Seller's Transaction		
100. Gross Amount Due From Borrower				400. Gross Amount Due To Seller		
101. Contract sales price		1,235,520.00	401. Contract sales price		1,235,520.00	
102. Personal property			402. Personal property			
103. Settlement charges to borrower (line 1400)		84,676.89	403.			
104. wire in funds		15.00	404.			
105.			405.			
Adjustments for items paid by seller in advance				Adjustments for items paid by seller in advance		
106. City/town taxes	05/22/2017 to 12/31/2017	1,358.98	406. City/town taxes	05/22/2017 to 12/31/2017	1,358.98	
107. County taxes	05/22/2017 to 12/31/2017	1,801.46	407. County taxes	05/22/2017 to 12/31/2017	1,801.46	
108. Assessments	to		408. Assessments	to		
109. School Taxes	05/22/2017 to 06/30/2017	1,280.50	409. School Taxes	05/22/2017 to 06/30/2017	1,280.50	
110.			410.			
111.			411.			
112.			412.			
120. Gross Amount Due From Borrower		\$1,324,652.83	420. Gross Amount Due To Seller		\$1,239,960.94	
200. Amounts Paid By Or in Behalf Of Borrower				500. Reductions In Amount Due To Seller		
201. Deposit or earnest money		25,000.00	501. Excess deposit (see instructions)			
202. Principal amount of new loan(s)		0.00	502. Settlement charges to seller (line 1400)		1,607.00	
203. Existing loan(s) taken subject to			503. Existing loan(s) taken subject to			
204.			504. Payoff 1		500,000.00	
205.			505. Payoff 2			
206.			506. Wire payoff		15.00	
207.			507. Wire Proceeds		15.00	
208.			508.			
209.			509.			
Adjustments for items unpaid by seller				Adjustments for items unpaid by seller		
210. City/town taxes	to		510. City/town taxes	to		
211. County taxes	to		511. County taxes	to		
212. Assessments	to		512. Assessments	to		
213.			513.			
214.			514.			
215.			515.			
216.			516.			
217.			517.			
218.			518.			
219.			519.			
220. Total Paid By/For Borrower		\$25,000.00	520. Total Reductions Amount Due Seller		\$501,637.00	
300. Cash At Settlement From/To Borrower				600. Cash At Settlement To/From Seller		
301. Gross amount due from borrower (line 120)		\$1,324,652.83	601. Gross amount due to seller (line 420)		\$1,239,960.94	
302. Less amount paid by/for borrower (line 220)		(\$25,000.00)	602. Less reductions in amount due seller (line 520)		(\$501,637.00)	
303. CASH <input checked="" type="checkbox"/> FROM <input type="checkbox"/> TO BORROWER:		\$1,299,652.83	603. CASH <input checked="" type="checkbox"/> TO <input type="checkbox"/> FROM SELLER:		\$738,323.94	

Buyer's Initials _____

Seller's Initials _____

Section 5 of the Real Estate Settlement Procedures Act (RESPA) requires the following: * HUD must develop a Special Information Booklet to help persons borrowing money to finance the purchase of residential real estate to better understand the nature and costs of real estate settlement services; * Each lender must provide the booklet to all applicants from whom it receives or for whom it prepares a written application to borrow money to finance the purchase of residential real estate; * Lenders must prepare and distribute with the Booklet a Good Faith Estimate of the settlement costs that the borrower is likely to incur in connection with the settlement. These disclosures are mandatory.

Section 4(a) of RESPA mandates that HUD develop and prescribe this standard form to be used at the time of loan settlement to provide full disclosure of all charges imposed upon the borrower and seller. These are third party disclosures that are designed to provide the borrower with pertinent information during the settlement process in order to be a better shopper. The Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

L. Settlement Charges				Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
700.	Total Sales/Broker's Commission based on price	\$ 1,235,520.0000 @	% = 52,000.00		
Division of Commission (line 700) as follows:					
701.	26,000.00	to Howard Hanna Real Estate			
702.	26,000.00	to Coldwell Banker Real Estate (-\$25,000 hand money)			
703.	Commission paid at Settlement			52,000.00	
704.	Broker Fee/Commission			500.00	325.00
800.	Items Payable in Connection With Loan				
801.	Loan Origination Fee	%			
802.	Loan Discount	%			
803.	Appraisal Fee	to			
804.	Credit Report	to			
805.	Lender's Inspection Fee	to			
806.	Mortgage Insurance Application	to			
807.	Assumption Fee	to			
808.	Flood Certification	to			
809.		to			
810.		to			
811.		to			
812.		to			
813.		to			
814.		to			
815.		to			
900.	Items Required By Lender To Be Paid In Advance				
901.	Daily interest charges from	05/22/2017 to	@ /day days		
902.	Mortgage Insurance Premium for	mo. to			
903.	Hazard Insurance Premium for	yrs. to			
904.		yrs. to			
1000.	Reserves Deposited With Lender				
1001.	Hazard Insurance	months @	per month		
1002.	Mortgage Insurance	months @	per month		
1003.	City property taxes	months @	per month		
1004.	County taxes	months @	per month		
1005.	School taxes	months @	per month		
1006.		months @	per month		
1007.		months @	per month		
1008.	Aggregate Adjustment				
1100.	Title Charges				
1101.	Settlement or closing fee to	Sebring & Associates			195.00
1102.	Abstract or title search to				
1103.	Title examination to				
1104.	Title insurance binder to				
1105.	Document preparation to	Sebring & Associates		225.00	195.00
1106.	Notary fees to	Sebring & Associates		6.00	
1107.	Attorney's fees to				
	(includes above item Numbers:)				
1108.	Title insurance to	First American Title		6,392.12	
	(includes above item Numbers:)				
1109.	Lender's coverage	0.00			
1110.	Owner's coverage	1,235,520.00			
1111.		to			
1112.		to			
1113.					
1200.	Government Recording and Transfer Charges				
1201.	Recording fees: Deed: 162.00		Mortgage: ; Releases:	162.00	
1202.	City/county tax stamps: Deed: 12,355.20		Mortgage: 12,355.20		
1203.	State tax/stamps: Deed: 12,355.20		Mortgage: 12,355.20		
1204.	Recording of Satisfaction of Mortgage to Department of Real Estate				162.00
1300.	Additional Settlement Charges				
1301.	Home Warranty	to American Home Shield		656.37	
1302.	Water	to The Municipal Authority of Oakmont			400.00
1303.	Lien Letters/Tax Cert. Reimbursement	to Sebring & Associates			205.00
1304.	Express Mail Deed to Recorder's Office	to Sebring & Associates		25.00	
1305.	Preparation of Satisfaction of Mortgage	to Sebring & Associates,			125.00
1306.		to			
1307.		to			
1400.	Total Settlement Charges (enter on lines 103, Section J and 502, Section K)			\$84,676.89	\$1,607.00

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement (pages 1 and 2).

Borrowers _____ Sellers _____

Charles L. Johnson _____ Laura M. Andraccio _____ Michael L. Fetterolf _____ Dawn R. Fetterolf _____

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.
 Settlement Agent _____ Date 05/22/2017

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see:

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

LAURA ANDRACCHIO JOHNSON, and
CHARLES JOHNSON,

Complainants,

v.

DUQUESNE LIGHT COMPANY,

Respondent.

No: C-2022-3032695

EXHIBIT “2”

TO

COMPLAINANTS’ REPLY TO NEW MATTER

Susan Orenstein <sro1205@yahoo.com>

2/12/2018 12:52 PM

Fw: VERY Worrisome DLC eminent domain actions in Ag Zone

To Laura Andracchio-Johnson <landracchio@comcast.net>

is this what you were referring to?

----- Forwarded Message -----

From: Susan Orenstein <sro1205@yahoo.com>

To: Amy Giammattei <anandafarm@gmail.com>; Cindy Feldman <cfeld0214@aol.com>; Bobby Feldman <bfeld0214@aol.com>; Henry W. Block Jr <hwb@pitt.edu>; Amy (& Chris) Seymour <litlamyseymour@gmail.com>; Amy (& Chris) Seymour <seymoc@gmail.com>; kara.gioia@gmail.com; India& Steve Loevner <indialoevner@comcast.net>; Blaire Hettrick <blaire.hettrick@gmail.com>; Tingle Barnes <tingle.barnes@gmail.com>; Dick Barnes <barnesrd41@comcast.net>; Marvin Schreiber <marvin@schreiberco.com>

Sent: Wednesday, June 7, 2017 8:27 AM

Subject: VERY Worrisome DLC eminent domain actions in Ag Zone

Hi Neighbors--

Per this letter, map, & website:



June 2, 2017

Dear Duquesne Light Customer:

As new homes are being built and the demand for energy grows in the area, Duquesne Light Company is working to maintain a level of reliability customers have come to expect while increasing the overall resiliency of the grid. Our dedication to improving the way energy is delivered is just one of the many ways we are working to become your next generation energy company.

Duquesne Light customers in West Deer and Indiana Townships, are currently served by a network of 138-kilovolt transmission lines that provide power to your area. This network needs to be extended to better serve our customers who live or work in the northern portion of Allegheny County. As such, we are planning to build a new 138-kilovolt transmission line from the Pine Creek Substation on Dorseyville Rd. in Indiana Township to the West Deer Substation on Rt. 910 in the Municipality of West Deer.

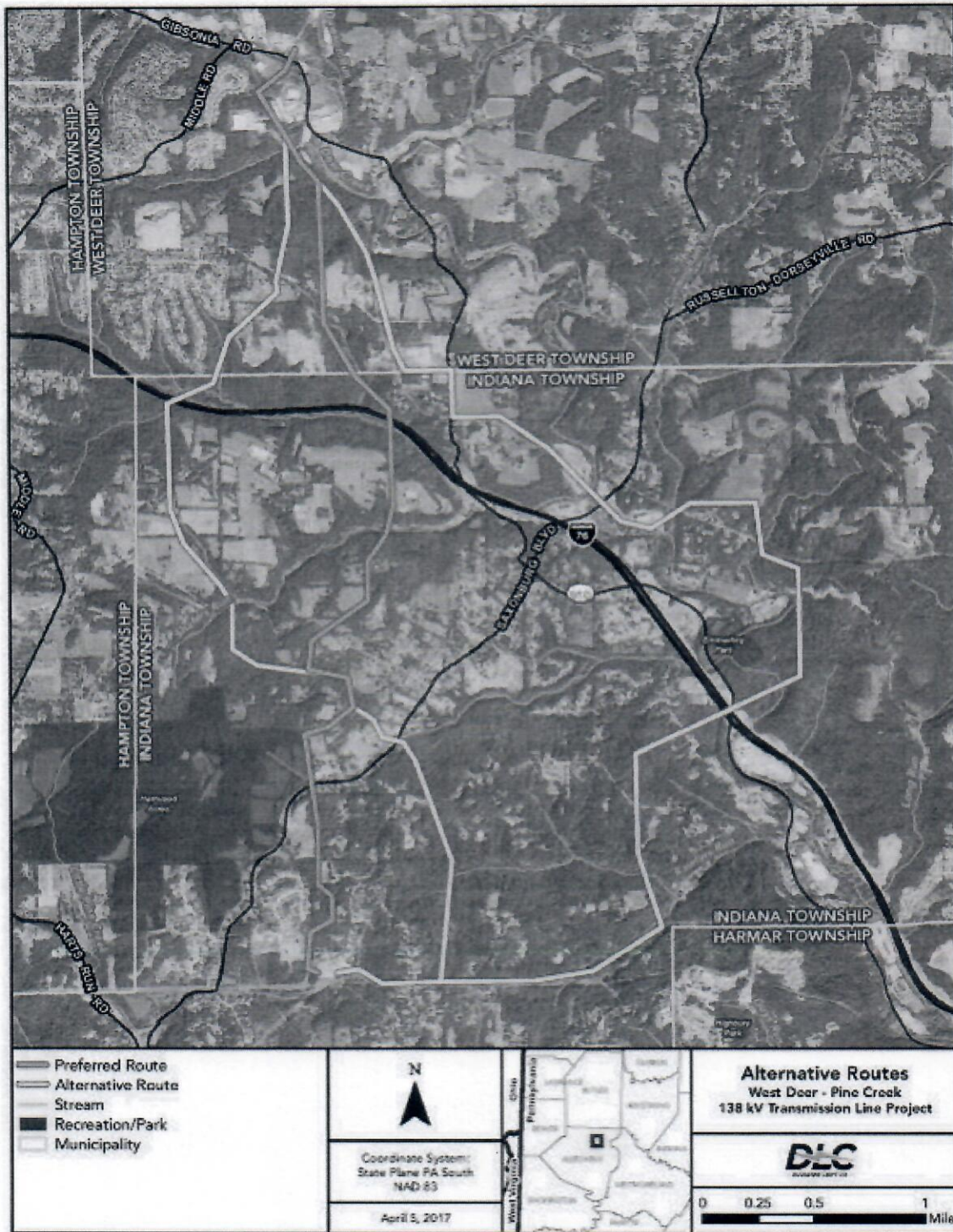
To give you and your neighbors a chance to learn more about this important project, including potential routes being considered, Duquesne Light will be hosting two open-house meetings to gather input and answer questions. Our goal is to keep you informed, to listen carefully to your comments, and to incorporate your input wherever we can. Please choose the date and location that is most convenient for you. Upcoming open houses include:

- Indiana Township Town Hall Community Center
3710 Saxonburg Blvd., Pittsburgh, PA 15238
Tuesday, June 13, 2017, 4-8 p.m.
- West Deer Township Municipal Building
109 E. Union Rd., Cheswick, PA 15024
Wednesday, June 14, 2017, 2-6 p.m.

Should you have any questions, please contact Duquesne Light by calling our Customer Service Center at (412) 393-6500 or by emailing the project team at WestDeer@duqlight.com. Additional information can be found at DuquesneLight.com/WestDeer. Thank you for your cooperation and assistance in this matter.

Sincerely,

Duquesne Light Company



<https://duquesnelight.com/customer-service/infrastructure-projects/west-deer-transmission-reliability-project>

Last evening I heard from the Seymours, who have been in contact with the Loevners, and will be speaking to attorneys today to get more info and consider strategy. These proposed transmission lines through our properties threaten the entire nature of the Agricultural Zone, and probably have potential health consequences as well, both

from the energy transmission and from the herbicides often used to keep the lanes for them clear. As you can see from the map, their Preferred (Orange) Route drives straight through our home properties, and the Alternative (Yellow) Route does the same for some of us, and will affect the visual impact of the entire area. We do not know whether our only options are Orange or Yellow (which would cause some Ag Zone allies to be competitors in preferring one route to the other), or whether there is a "Neither" option--a question for the lawyers today. This is a crucial question, with our preference obviously being Neither, so that we could activate the entire Ag Zone constituency in opposition, as we did several years ago when the minimum lot size was threatened to decrease from 3A to 1A in our Zone, and thus open it for rampant development. All of us need to plan to attend the Twp meeting next Tues (6-13 from 4-8pm), & even consider trying to attend the W Deer one the following evening. After we hear what the lawyers have to say, we can do more specific strategizing, with petitions or whatever. Dick & Tingle Barnes--I'm wondering if ALT should be involved early, as their holding your conservation easement may make them a partner in this effort. I will let you know what our recommended next steps are as soon as I hear, and we can decide how broadly to publicize our efforts beyond this core group.--Susan

-
- [DLC 6-2-17 letter.jpg \(578 KB\)](#)
 - [west-deer-infrastructure-map\[1\].jpg \(570 KB\)](#)

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

LAURA ANDRACCHIO JOHNSON, and
CHARLES JOHNSON,

Complainants,

v.

DUQUESNE LIGHT COMPANY,

Respondent.

No: C-2022-3032695

EXHIBIT “3”

TO

COMPLAINANTS’ REPLY TO NEW MATTER

September 15, 2017

235 Ridgehaven Lane
Pittsburgh, PA 15238
Parcel ID: 834-A-00152



Dear Duquesne Light Customer:

You recently received information about an important project that will be occurring in your area. As part of the West Deer Reliability Project, Duquesne Light will construct a new high voltage electric transmission line in the Townships of Indiana and West Deer. This project will help Duquesne Light continue to maintain a level of reliability you have come to expect while increasing the overall resiliency of the grid.

You are receiving this letter because you own property near a potential route of the transmission line. Since our initial communication, Duquesne Light has continued its research and evaluation of multiple route options. While a final route decision has not been made, an opportunity was identified that allows DLC to shorten the distance of the original Eastern route. The updated Eastern routes under consideration would connect to an existing transmission line located at the lower end of Indiana Township near the southern end of Gibsonia Road. The routes follow for a short distance before eventually joining the original Eastern route and running north to the West Deer substation on Route 910 in the Municipality of West Deer.

To assess the revised Eastern routes and their potential impact to property owners and the environment, Duquesne Light has engaged Stantec, an engineering consulting firm, and Louis Berger, an environmental consulting firm, to assist us with the work needed for this project, including field studies and soil testing, and these firms will need to access your property for further evaluation. Enclosed is a Permission Form for your review, signature, and return.

Also enclosed are our standards of conduct guidelines, notice of eminent domain rights and right-of-way maintenance practices. In the coming weeks Duquesne Light will be contacting you to discuss acquiring the right of way needed to complete this project. As always, all representatives will show proper identification and clearly state the purpose of the visit when entering your property.

As part of our continued evaluation process, DLC also is hosting another community open house to gather input and answer questions about the revised Eastern routes. The open house will take place at the following date and time:

Deer Lakes High School
163 East Union Road
Cheswick, PA 15024
Wednesday, October 4, 2017
4-8pm

NOTICE
INTERNAL PRACTICES FOR DEALING WITH
THE PUBLIC ON POWER LINE PROJECTS

Duquesne Light Company has a long-standing commitment to conducting business in an honest and ethical manner. Duquesne Light's employees, contractors and agents who interact with members of the public (including landowners along proposed rights of way) in activities such as planning; real estate and right-of-way transactional siting and construction of power lines and other facilities will:

- Act with integrity at all times.
- Treat people courteously and in a professional manner.
- Be forthright and honest in all actions and communications.
- Comply with applicable laws and regulations.
- Seek to avoid conflicts of interest.
- Accept responsibility for actions and decisions.
- Be responsible stewards of the environment.
- Place a high priority on the safety of the public and our representatives and employees.

NOTICE EMINENT DOMAIN POWER

The Pennsylvania Public Utility Commission requires that Duquesne Light Company give you the following information:

Duquesne Light Company is presently planning to build a new 138 kilovolt (kV) electric transmission line, which spans the Indiana and West Deer Townships in Allegheny County, Pennsylvania. This new transmission line is needed to meet increased demand for electrical power and to ensure reliable electric service for eastern Allegheny County. Although the final design of the transmission line is not complete, the line will include self-supporting steel monopoles on drilled pier reinforced concrete foundations. Duquesne Light Company anticipates that the monopoles will range in height from 85 feet to 150 feet and that they will be centered on a 100-foot right of way.

Since one of the routes presently under consideration could affect your property, a representative of the utility will contact you in the near future to discuss the utility's plans as they may affect your property. In order to better prepare you for these discussions and to avoid possible misunderstandings, we want to take this opportunity to inform you of your legal rights and the legal rights and duties of Duquesne Light Company with regard to this project.

You have the right to have legal counsel represent you in these negotiations. You do not have to sign any agreement without the advice of counsel. If you do not know an attorney you may contact your local bar association.

MUST YOU ACCEPT ANY OFFER MADE BY THE UTILITY FOR YOUR PROPERTY?

No. You may refuse to accept it. However, the utility has the power to take property by eminent domain, subject to the approval of the Public Utility Commission, for the construction of transmission lines if the utility is unable to negotiate an agreement to buy a right of way. If your property is condemned, you must be paid "just compensation." "Just compensation" has been defined by the courts in Pennsylvania as the difference between the fair market value of your property before condemnation, unaffected by the condemnation, and the fair market value of your remaining property after condemnation, as affected by the condemnation.

CAN THE UTILITY CONDEMN YOUR HOUSE?

No. The company cannot condemn your house or a reasonable "curtilage" around your house. Generally, curtilage includes the land or buildings within 300 feet of your house which are used for your domestic purposes. However, the 300-foot limit does not automatically extend beyond the homeowner's property line.

DO YOU HAVE A RIGHT TO A PUBLIC HEARING WHEN THE UTILITY SEEKS TO CONDEMN YOUR PROPERTY?

Yes. When an electric utility seeks to have your property condemned, the utility must first apply to the Pennsylvania Public Utility Commission for a certificate finding the condemnation to be necessary or proper for the service, accommodation, convenience, or safety of the public. The Commission will then hold a public hearing. As the landowner whose property may be condemned, you are a party to the proceeding and may retain counsel, present evidence, and/or testify yourself in opposition to the application for a certification. If you wish to testify at

NOTICE RIGHT-OF-WAY MAINTENANCE PRACTICES

The Pennsylvania Public Utility Commission requires that Duquesne Light Company give you the following information on the Right-of-Way Maintenance Practices for the West Deer Reliability Project:

The methods currently used by Duquesne Light Company are set forth in *Technical Specifications for Line Clearance and Vegetation Management of Rights of Way*, which will be made available to you for your inspection upon request. If you wish further information concerning right-of-way maintenance methods, you may contact Zach Merritt, West Deer Project Manager, at 2825 New Beaver Avenue, Pittsburgh Pennsylvania 15233; telephone number (412) 393-7988. You may discuss with Mr. Merritt, either before or during negotiation of the right-of-way agreement, these methods and any other questions you may have about right-of-way maintenance.

Once a utility has constructed an electric transmission line on a right of way across your land, the utility must maintain the right of way free of tall-growing trees and brush which might impair the reliability of electric service, the safety of the line, and access to the line or its towers. The utility or its contractors may remove and control tall-growing trees and brush by several methods: hand cutting of trees, limbs, and brush; mechanical cutting with chain saws, motorized cutting machines, or aerial saws; application of herbicides, either from the ground or aerially. The utility must confine its maintenance activities to the approved right of way across your land, except where tall-growing trees or brush or their root systems grow into the right of way from adjoining land and constitute a threat to the electric transmission line and its structures.

If you believe that the maintenance method(s) used by the company would raise problems with your use of your land adjacent to the right of way, it is your responsibility as the landowner to bring this to the attention of the utility before you sign the right-of-way agreement.

The utility company has the responsibility to maintain its right of way, and regular maintenance must occur. Although you as the landowner cannot determine whether or not maintenance will occur, your right-of-way agreement may specify certain conditions on the performance of the maintenance program which are important to you. These conditions can be part of the negotiations between you and the utility company for your land, since a right-of-way agreement is a legal contract between a landowner and a utility company. It is important for you to understand also that the maintenance methods used by the utility company may change over time as the costs of maintenance or the methods of performing maintenance change. You may want to specify in your right-of-way agreement that the utility company inform you of changes in its maintenance methods or in the maintenance schedule for your land.

The provisions of the right-of-way agreement are enforceable in the local Court of Common Pleas. The right-of-way agreement cannot be enforced by the Pennsylvania Public Utility Commission. Any claims for damage resulting from improper maintenance of the right of way must be settled with the utility, its contractors, or in the local Court of Common Pleas at your own expense. The Commission cannot award damages for violations of the right-of-way agreement.

PERMISSION FORM

In order to determine the final route of this critical infrastructure project and enhance the reliability of its services in your area, Duquesne Light Company will need to access your property to evaluate property boundaries and environmental and archeological issues.

All representatives accessing your property under this Permission Form, including Duquesne Light Company, Stantec, and Louis Berger, will show proper identification and clearly state the purpose of the visit. If no one is home, a door tag notice will be left and we will proceed with the evaluation.

Duquesne Light Company will defend, hold harmless and indemnify you from and against any and all claims, costs, expenses, losses, damages or injury to persons or property, including reasonable attorney fees, arising out of the activities of Duquesne Light Company or its authorized agents, employees or contractors on your property as permitted by you in this Permission Form.

Please sign below and return this Permission Form using the enclosed envelope as soon as possible. If you have any questions, please contact Zach Merritt at (412) 393-7988.

Duquesne Light Company and/or its agents or contractors may enter onto my property for the purpose of performing the above evaluation.

Signature: _____

Printed Name: _____

Property Address: _____

Parcel ID(s):
(listed on Page 1) _____

Telephone Number: _____

Date: _____



Duquesne Light Company
 c/o Zach Merritt
 2825 New Beaver Ave.
 Mail Drop N6-CD
 Pittsburgh, PA 15233

CERTIFIED MAIL®

USPS CERTIFIED MAIL



Postage \$5.50/0
 9214 8901 9403 8302 0387 58



U.S. POSTAGE PITNEY BOWES

ZIP 15136 \$ 005.29⁰
 02 4W
 0000338396 SEP 28 2017

Charles Johnson and Laura Andracchio
 235 Ridgehaven Lane
 Pittsburgh, PA 15238



**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

LAURA ANDRACCHIO JOHNSON, and
CHARLES JOHNSON,

Complainants,

v.

DUQUESNE LIGHT COMPANY,

Respondent.

No: C-2022-3032695

EXHIBIT “4”

TO

COMPLAINANTS’ REPLY TO NEW MATTER

Stanley Stein <smstein@smsteinlaw.com>

2/18/2020 3:14 PM

FW:

To LAURA JOHNSON <landracchio@comcast.net>

See below.

[cid:image008.png@01D5E66E.07DE2E10]

Stanley M. Stein, Esquire

STANLEY M. STEIN, P.C. | Professional Corporation
445 Fort Pitt Boulevard | Suite 150 | Pittsburgh, PA 15219
Direct: 412-904-4573 | Main: 412-904-4159 | Fax: 412-904-4726
smstein@smsteinlaw.com <mailto:smstein@smsteinlaw.com> | www.smsteinlaw.com <http://www.smsteinlaw.com/>

Confidentiality Notice: This message, together with any attachments, is intended only for the addressee. It may contain information that is confidential. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, use or any action or reliance on this communication is strictly prohibited. If you have received this e-mail in error, please delete the message, along with any attachments, and notify the sender immediately.

From: Hunt, Gary <GHunt@tuckerlaw.com>
Sent: Tuesday, February 18, 2020 3:10 PM
To: Stanley Stein <smstein@smsteinlaw.com>
Cc: Hunt, Gary <GHunt@tuckerlaw.com>
Subject: RE:

Stan: I was asked by Judge Della Vecchia to "speculate". I responded that if I were to speculate, I would say at least 18 months. I based that on nothing more than the time period it might take for DLC to get this back into a planning mode and to make some decisions as to going forward. I have no specific information upon which I based that speculation.

Gary P. Hunt, Esq.

[cid:image004.jpg@01D4816D.63118D20]
1500 One PPG Place | Pittsburgh, PA 15222
Phone: 412.594.5518 | Fax: 412.594.5619
vCard<<https://nam11.safelinks.protection.outlook.com/?url=http%3A%2F%2Ftuckerlaw.com%2Fvcard%2Fgary-hunt%2F&data=02%7C01%7Csmstein%40smsteinlaw.com%7C9290da191e0e4babe4008d7b4ae97e5%7C9f4a9bfef49641e494fbd0e113b7631f%7C0%7C0%7C637176534305100020&sdata=Q1krTyZUqaDhOGEAPuE9tdRweBwVMG9MmLgYI36vaAs%3D&reserved=0>> | Bio<[https://nam11.safelinks.protection.outlook.com/?url=http%3A%2F%2Fwww.tuckerlaw.com%2F&data=02%7C01%7Csmstein%40smsteinlaw.com%7C9290da191e0e4babe4008d7b4ae97e5%7C9f4a9bfef49641e494fbd0e113b7631f%7C0%7C0%7C637176534305110024&sdata=b9hXnDsWBHSdROfjgXpOr61T0sGg3UtG6E7V0hL2DP0%3D&reserved=0](https://nam11.safelinks.protection.outlook.com/?url=http%3A%2F%2Ftuckerlaw.com%2Fattorneys%2Fgary-hunt%2F&data=02%7C01%7Csmstein%40smsteinlaw.com%7C9290da191e0e4babe4008d7b4ae97e5%7C9f4a9bfef49641e494fbd0e113b7631f%7C0%7C0%7C637176534305110024&sdata=FX9W6rQ6pJWNSeqaN%2Bn79%2FRiNDGm7%2B8z1Lv4Bhqwado%3D&reserved=0)>

[View profile on LinkedIn] <<https://nam11.safelinks.protection.outlook.com/?url=http%3A%2F%2Fwww.linkedin.com%2Fpub%2Fgary-hunt%2F8%2F245%2F170&data=02%7C01%7Csmstein%40smsteinlaw.com%7C9290da191e0e4babe4008d7b4ae97e5%7C9f4a9bfef49641e494fbd0e113b7631f%7C0%7C0%7C637176534305120015&sdata=coX%2BauZyHSJ294Jr7iYQS0tEW5EGl3sxsLJ08k9XCSQ%3D&reserved=0>>

THIS TRANSMISSION IS INTENDED ONLY FOR THE USE OF THE ADDRESSEE AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL, AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF YOU ARE NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION, OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY.

From: Stanley Stein <smstein@smsteinlaw.com<mailto:smstein@smsteinlaw.com>>
Sent: Tuesday, February 18, 2020 1:08 PM
To: Hunt, Gary <GHunt@tuckerlaw.com<mailto:GHunt@tuckerlaw.com>>
Cc: 'LAURA JOHNSON' <landracchio@comcast.net<mailto:landracchio@comcast.net>>
Subject:

External Email: Use Caution When Opening Attachments or Links.

Gary, you also indicated that you thought that DLC would make a decision on the siting application within 18 months. What did you base that prediction on?

[cid:<image010.png@01D5E66E.07DE2E10>]

Stanley M. Stein, Esquire

STANLEY M. STEIN, P.C. | Professional Corporation
445 Fort Pitt Boulevard | Suite 150 | Pittsburgh, PA 15219
Direct: 412-904-4573 | Main: 412-904-4159 | Fax: 412-904-4726
smstein@smsteinlaw.com<mailto:smstein@smsteinlaw.com> |
[www.smsteinlaw.com](https://nam11.safelinks.protection.outlook.com/?url=http%3A%2F%2Fwww.smsteinlaw.com%2F&data=02%7C01%7Csmstein%40smsteinlaw.com%7C9290da191e0e4babe4008d7b4ae97e5%7C9f4a9bfef49641e494fbd0e113b7631f%7C0%7C0%7C637176534305120015&sdta=8ANslCb2DPZTPpPY%2BPA6SyXn9X%2FpkGAI4KHpJnlkMrY%3D&reserved=0)<<https://nam11.safelinks.protection.outlook.com/?url=http%3A%2F%2Fwww.smsteinlaw.com%2F&data=02%7C01%7Csmstein%40smsteinlaw.com%7C9290da191e0e4babe4008d7b4ae97e5%7C9f4a9bfef49641e494fbd0e113b7631f%7C0%7C0%7C637176534305120015&sdta=8ANslCb2DPZTPpPY%2BPA6SyXn9X%2FpkGAI4KHpJnlkMrY%3D&reserved=0>>

Confidentiality Notice: This message, together with any attachments, is intended only for the addressee. It may contain information that is confidential. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, use or any action or reliance on this communication is strictly prohibited. If you have received this e-mail in error, please delete the message, along with any attachments, and notify the sender immediately.

-
- image004.gif (315 Byte)
 - image008.png (29 KB)
 - image009.jpg (5 KB)
 - image010.png (29 KB)

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

LAURA ANDRACCHIO JOHNSON, and
CHARLES JOHNSON,

Complainants,

v.

DUQUESNE LIGHT COMPANY,

Respondent.

No: C-2022-3032695

EXHIBIT “5”

TO

COMPLAINANTS’ REPLY TO NEW MATTER



Stanley M. Stein, Esquire
E-mail: smstein@smsteinlaw.com

445 Fort Pitt Boulevard
Suite 150
Pittsburgh, PA 15219

Direct Dial: (412) 904-4573
Telephone: (412) 904-4159
Facsimile: (412) 904-4726

February 21, 2020

Gary P. Hunt, Esq.
Tucker Arensberg
1500 One PPG Place
Pittsburgh, PA 15222

Gary,

Gary, please reference the attached letter which was sent by DLC to the Johnsons via certified mail in September 2017.

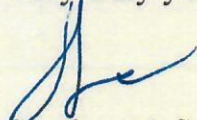
The letter states that DLC's consulting firms "will need access" to 235 Ridgehaven Lane and that DLC "will be contacting" the Johnsons "in the coming weeks" (i.e., 2017 at the time) "to discuss acquiring the right of way needed" for the project.

Given the apparent certainty of the representations in the letter, and despite the statement by DLC that the West Deer project is no longer a priority, DLC has never retracted this letter. In view of the fact that the Johnsons wish to sell the property, they need to know if DLC is still planning to contact them to discuss acquiring a right of way.

We believe that DLC's refusal to provide any more detail than what is available publicly is inappropriate and in bad faith given the cloud it has created on the title to the Ridgehaven property and certainty of the communications in its private communications with the Johnsons. The Johnsons have a right to know if the representations in the letter are still operative, given the impact they would have on the property's market value if disclosed. Please ask your client to treat the

Johnsons' large investment and ongoing compromised circumstances with a bit more regard.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'Stanley M. Stein', written in a cursive style.

Stanley M. Stein

Cc: Charles and Laura Johnson

September 15, 2017

235 Ridgehaven Lane
Pittsburgh, PA 15238
Parcel ID: 834-A-00152



Dear Duquesne Light Customer:

You recently received information about an important project that will be occurring in your area. As part of the West Deer Reliability Project, Duquesne Light will construct a new high voltage electric transmission line in the Townships of Indiana and West Deer. This project will help Duquesne Light continue to maintain a level of reliability you have come to expect while increasing the overall resiliency of the grid.

You are receiving this letter because you own property near a potential route of the transmission line. Since our initial communication, Duquesne Light has continued its research and evaluation of multiple route options. While a final route decision has not been made, an opportunity was identified that allows DLC to shorten the distance of the original Eastern route. The updated Eastern routes under consideration would connect to an existing transmission line located at the lower end of Indiana Township near the southern end of Gibsonia Road. The routes follow for a short distance before eventually joining the original Eastern route and running north to the West Deer substation on Route 910 in the Municipality of West Deer.

To assess the revised Eastern routes and their potential impact to property owners and the environment, Duquesne Light has engaged Stantec, an engineering consulting firm, and Louis Berger, an environmental consulting firm, to assist us with the work needed for this project, including field studies and soil testing, and these firms will need to access your property for further evaluation. Enclosed is a Permission Form for your review, signature, and return.

Also enclosed are our standards of conduct guidelines, notice of eminent domain rights and right-of-way maintenance practices. In the coming weeks Duquesne Light will be contacting you to discuss acquiring the right of way needed to complete this project. As always, all representatives will show proper identification and clearly state the purpose of the visit when entering your property.

As part of our continued evaluation process, DLC also is hosting another community open house to gather input and answer questions about the revised Eastern routes. The open house will take place at the following date and time:

Deer Lakes High School
163 East Union Road
Cheswick, PA 15024
Wednesday, October 4, 2017
4-8pm

Should you have any questions in the meantime, please contact Duquesne Light by calling the Customer Service Center at (412) 393-6500 or emailing the project team at westdeer@duqlight.com. More information also can be found at www.duquesnelight.com/westdeer.

Sincerely,

Duquesne Light Company

**NOTICE
INTERNAL PRACTICES FOR DEALING WITH
THE PUBLIC ON POWER LINE PROJECTS**

Duquesne Light Company has a long-standing commitment to conducting business in an honest and ethical manner. Duquesne Light's employees, contractors and agents who interact with members of the public (including landowners along proposed rights of way) in activities such as planning; real estate and right-of-way transactional siting and construction of power lines and other facilities will:

- Act with integrity at all times.
- Treat people courteously and in a professional manner.
- Be forthright and honest in all actions and communications.
- Comply with applicable laws and regulations.
- Seek to avoid conflicts of interest.
- Accept responsibility for actions and decisions.
- Be responsible stewards of the environment.
- Place a high priority on the safety of the public and our representatives and employees.

**NOTICE
EMINENT DOMAIN POWER**

The Pennsylvania Public Utility Commission requires that Duquesne Light Company give you the following information:

Duquesne Light Company is presently planning to build a new 138 kilovolt (kV) electric transmission line, which spans the Indiana and West Deer Townships in Allegheny County, Pennsylvania. This new transmission line is needed to meet increased demand for electrical power and to ensure reliable electric service for eastern Allegheny County. Although the final design of the transmission line is not complete, the line will include self-supporting steel monopoles on drilled pier reinforced concrete foundations. Duquesne Light Company anticipates that the monopoles will range in height from 85 feet to 150 feet and that they will be centered on a 100-foot right of way.

Since one of the routes presently under consideration could affect your property, a representative of the utility will contact you in the near future to discuss the utility's plans as they may affect your property. In order to better prepare you for these discussions and to avoid possible misunderstandings, we want to take this opportunity to inform you of your legal rights and the legal rights and duties of Duquesne Light Company with regard to this project.

You have the right to have legal counsel represent you in these negotiations. You do not have to sign any agreement without the advice of counsel. If you do not know an attorney you may contact your local bar association.

MUST YOU ACCEPT ANY OFFER MADE BY THE UTILITY FOR YOUR PROPERTY?

No. You may refuse to accept it. However, the utility has the power to take property by eminent domain, subject to the approval of the Public Utility Commission, for the construction of transmission lines if the utility is unable to negotiate an agreement to buy a right of way. If your property is condemned, you must be paid "just compensation." "Just compensation" has been defined by the courts in Pennsylvania as the difference between the fair market value of your property before condemnation, unaffected by the condemnation, and the fair market value of your remaining property after condemnation, as affected by the condemnation.

CAN THE UTILITY CONDEMN YOUR HOUSE?

No. The company cannot condemn your house or a reasonable "curtilage" around your house. Generally, curtilage includes the land or buildings within 300 feet of your house which are used for your domestic purposes. However, the 300-foot limit does not automatically extend beyond the homeowner's property line.

DO YOU HAVE A RIGHT TO A PUBLIC HEARING WHEN THE UTILITY SEEKS TO CONDEMN YOUR PROPERTY?

Yes. When an electric utility seeks to have your property condemned, the utility must first apply to the Pennsylvania Public Utility Commission for a certificate finding the condemnation to be necessary or proper for the service, accommodation, convenience, or safety of the public. The Commission will then hold a public hearing. As the landowner whose property may be condemned, you are a party to the proceeding and may retain counsel, present evidence, and/or testify yourself in opposition to the application for a certification. If you wish to testify at

the public hearing, you should make your intention known by letter to Secretary, Pennsylvania Public Utility Commission, P. O. Box 3265, Harrisburg, Pennsylvania 17120.

If the Commission approves the utility's application for a certificate finding the condemnation to be in the public interest, then the utility may proceed before the local Court of Common Pleas to condemn your land. If the Commission denies the utility's application, the utility cannot condemn your land. If you retain an attorney to represent you before the Commission, you must do so at your own expense.

The Commission will not decide how much money you should receive if your land is condemned. The only issue the Commission will decide is whether the condemnation serves the public interest. If the Commission approves the utility's application for condemnation, the amount of money to which you are entitled will be determined by a local Board of Viewers or the Court of Common Pleas. However, you may at any time make an agreement with the utility as to the amount of damages you are to be paid.

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

LAURA ANDRACCHIO JOHNSON, and
CHARLES JOHNSON,

Complainants,

v.

DUQUESNE LIGHT COMPANY,

Respondent.

No: C-2022-3032695

EXHIBIT “6”

TO

COMPLAINANTS’ REPLY TO NEW MATTER

Gary Hunt <ghunt@tuckerlaw.com>

4/14/2020 12:04 PM

RE: 2020-02-21 - Letter to Gary Hunt (2020-02-21 - Letter to Gary Hunt.pdf;1).pdf

To Stanley Stein <smstein@smsteinlaw.com> Copy LAURA JOHNSON <landracchio@comcast.net>

Stan, as I told you previously, the information that is publicly available is all there is at this time.

Gary P. Hunt, Esq.**TUCKER ARENSBERG**
Attorneys

1500 One PPG Place | Pittsburgh, PA 15222

Phone: 412.594.5518 | Fax: 412.594.5619

[vCard](#) | [Bio](#) | [Website](#)

THIS TRANSMISSION IS INTENDED ONLY FOR THE USE OF THE ADDRESSEE AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL, AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF YOU ARE NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION, OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY.

From: Stanley Stein <smstein@smsteinlaw.com>**Sent:** Tuesday, April 14, 2020 9:44 AM**To:** Hunt, Gary <GHunt@tuckerlaw.com>**Cc:** [LAURA JOHNSON](#)**Subject:** FW: 2020-02-21 - Letter to Gary Hunt (2020-02-21 - Letter to Gary Hunt.pdf;1).pdf

External Email: Use Caution When Opening Attachments or Links.

Gary, on February 21, 2020, I sent you the attached letter. Please advise us whether the conditions set forth in the certified letter that DLC sent to the Johnson's in September, 2017, are still operative and whether DLC will be contacting the Johnsons to discuss acquiring the right of way allegedly needed for the project or whether DLC has withdrawn its intent to contact them and discuss the right of way. As I indicated, the Johnsons are looking to sell the property and this information is necessary so that the Johnson's may accurately disclose to an potential buyers the likelihood (or not) that the property will be subject to a later right of way claimed by DLC

From: Stanley Stein
Sent: Wednesday, March 11, 2020 9:02 AM
To: GARY HUNT <GHunt@tuckerlaw.com>
Cc: 'LAURA JOHNSON' <landracchio@comcast.net>
Subject: 2020-02-21 - Letter to Gary Hunt (2020-02-21 - Letter to Gary Hunt.pdf;1).pdf

Gary, attached is a letter I sent you on February 21, 2020. The Johnsons have been advised that DLC notified other property owners who had received the DLC's September, 2017, letter, that it would no longer be needing access to their properties. The Johnsons, however, have never received such a letter indicating access would not be needed. If DLC did send such a letter to others who had received the September, 2017, letter, please advise whether the Johnsons will also receive a "no access needed" letter. Thanks,



Stanley M. Stein, Esquire

STANLEY M. STEIN, P.C. I Professional Corporation
445 Fort Pitt Boulevard I Suite 150 I Pittsburgh, PA 15219
Direct: 412-904-4573 I Main: 412-904-4159 I Fax: 412-904-4726
smstein@smsteinlaw.com I www.smsteinlaw.com

Confidentiality Notice: This message, together with any attachments, is intended only for the addressee. It may contain information that is confidential. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, use or any action or reliance on this communication is strictly prohibited. If you have received this e-mail in error, please delete the message, along with any attachments, and notify the sender immediately.

-
- image004.gif (432 Byte)
 - image005.png (28 KB)
 - image003.jpg (4 KB)

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

LAURA ANDRACCHIO JOHNSON, and
CHARLES JOHNSON,

Complainants,

v.

DUQUESNE LIGHT COMPANY,

Respondent.

No: C-2022-3032695

EXHIBIT “7”

TO

COMPLAINANTS’ REPLY TO NEW MATTER

Julie Rost <julierost@tprsold.com>

9/22/2020 1:23 PM

NEED CONFIRMATION: 235 RIDGEHAVEN/WEST DEER PROJECT IMPACT?

To westdeer@duqlight.com Blind copy landracchio@comcast.net

ATTN: DUQ LIGHT –
westdeer@duqlight.com

I am a Berkshire Hathaway top-producing realtor in the Pittsburgh area and am preparing to list the property at 235 Ridgehaven Lane 15238 in Indiana Twp. The owners were notified a few years ago that their property would likely be impacted by a Duquesne Light expansion plan know as the West Deer project, but current Duquesne Light maps on your website no longer indicate that to be the case. The owners called the number provided on the website on September 3 and were told by a Duquesne Light representative, who spoke to the West Deer project team, that their property is not impacted by the project. Can you please confirm that for me so that I can include in my files and marketing materials?

Julie Wolff Rost

Selling Homes that **MOVE** You
Chairman's Club Platinum Awardee
#1 Office Top Producing Agent
Berkshire Hathaway Home Services
The Preferred Realty
412-370-3711 m
412-521-5500 x251 o
412-202-8993 efax

View Listings, Photos, and Virtual Tours:
www.julierost.com

CERTIFICATE OF SERVICE

I, Stanley M. Stein, Esquire, do hereby certify that true and correct copy of **COMPLAINANTS' REPLY TO NEW MATTER** was served on the 21st day of July 2022 upon the following:

Emily M. Farah, Esquire
411 Seventh Avenue MD 15-7
Pittsburgh, PA 15219
email: efarah@duqlight.com

Donald R. Wagner
David R. Beane
111 N. 6th Street
Reading, PA 19601
email: donald.wagner@stevenslee.com
email: david.beane@stevenslee.com

Michael A. Gruin
Stevens & Lee
17 North 2nd Street, 16th Floor
Harrisburg, PA 17101
email: michael.gruin@stevenslee.com

Respectfully submitted,
By: /s/ *Stanley M. Stein*