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File #: 166407

July 9, 2019

***VIA ELECTRONIC FILING***

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, 2nd Floor North  
P.O. Box 3265  
Harrisburg, PA 17105-3265

**Re: Application of Duquesne Light Company filed Pursuant to 52 Pa. Code Chapter 57, Subchapter G, for Approval of the Siting and Construction of the 138 kV Transmission Lines Associated with the Brunot Island-Crescent Project in the City of Pittsburgh, McKees Rocks Borough, Kennedy Township, Robinson Township, Moon Township, and Crescent Township, Allegheny County, Pennsylvania**  
**Docket No. A-2019-3008589**

Dear Secretary Chiavetta:

Enclosed for filing are the Preliminary Objections of Duquesne Light Company to the Protest of Cynthia Wilson (f/k/a Cynthia Chamberlin) and Patrick Wilson.

Copies are being provided per the attached Certificate of Service.

Sincerely,



Garrett P. Lent

GPL/kl  
Enclosures

cc: Certificate of Service

ALLENTOWN HARRISBURG LANCASTER PHILADELPHIA PITTSBURGH PRINCETON WASHINGTON, D.C.

A PENNSYLVANIA PROFESSIONAL CORPORATION

18942316v1

**CERTIFICATE OF SERVICE**  
**(A-2019-3008589 and A-2019-3008652)**

I hereby certify that a true and correct copy of the foregoing has been served upon the following persons, in the manner indicated, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a participant).

**VIA FIRST CLASS MAIL**

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Zachariah R. Nave  
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Clarion, PA 16214


Zachariah R. Nave  
7 McGovern Boulevard  
Crescent, PA 15046

Folezia A. Marinkovic  
Steve M. Marinkovic  
205 Purdy Road  
Crescent, PA 15046

Cynthia Chamberlin Wilson  
Patrick Wilson  
9 McGovern Boulevard  
Crescent, PA 15046

Joseph G. and Suzanne L. Rabosky  
104 Wynview Drive  
Coraopolis, PA 15108

Dated: July 9, 2019

  
\_\_\_\_\_  
Garrett P. Lent

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Application of Duquesne Light Company :  
filed Pursuant to 52 Pa. Code Chapter 57, :  
Subchapter G, for Approval of the Siting and :           Docket No. A-2019-3008589  
Construction of the 138 kV Transmission :  
Lines Associated with the **Brunot Island –** :  
**Crescent Project** in the City of Pittsburgh, :  
McKees Rocks Borough, Kennedy :  
Township, Robinson Township, Moon :  
Township, and Crescent Township, :  
Allegheny County, Pennsylvania :  
:  
:  
:  
Protest of Cynthia Wilson (f/k/a Cynthia :  
Chamberlin) and Patrick Wilson :

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**NOTICE TO PLEAD**

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YOU ARE HEREBY ADVISED THAT, PURSUANT TO 52 PA. CODE § 5.101, YOU MAY ANSWER THE ENCLOSED PRELIMINARY OBJECTIONS WITHIN TEN (10) DAYS OF THE DATE OF SERVICE HEREOF. YOUR ANSWER TO THE PRELIMINARY OBJECTIONS MUST BE FILED WITH THE SECRETARY OF THE PENNSYLVANIA PUBLIC UTILITY COMMISSION, P.O. BOX 3265, HARRISBURG, PA 17105-3265. A COPY SHOULD ALSO BE SERVED ON THE UNDERSIGNED COUNSEL FOR DUQUESNE LIGHT COMPANY.

Tishekia William (PA ID # 208997)  
Emily Farah (PA ID # 322559)  
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Date: July 9, 2019

Attorneys for Duquesne Light Company

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Application of Duquesne Light Company :  
filed Pursuant to 52 Pa. Code Chapter 57, :  
Subchapter G, for Approval of the Siting and :           Docket No. A-2019-3008589  
Construction of the 138 kV Transmission :  
Lines Associated with the **Brunot Island –** :  
**Crescent Project** in the City of Pittsburgh, :  
McKees Rocks Borough, Kennedy :  
Township, Robinson Township, Moon :  
Township, and Crescent Township, :  
Allegheny County, Pennsylvania :  
:  
:  
:  
Protest of Cynthia Wilson (f/k/a Cynthia :  
Chamberlin) and Patrick Wilson :

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**PRELIMINARY OBJECTIONS OF  
DUQUESNE LIGHT COMPANY TO THE  
PROTEST OF CYNTHIA WILSON (F/K/A CYNTHIA CHAMBERLAIN) AND  
PATRICK WILSON**

---

**TO THE HONORABLE ADMINISTRATIVE LAW JUDGE MARY D. LONG:**

AND NOW, comes Duquesne Light Company (“Duquesne Light” or the “Company”) and hereby files Preliminary Objections, pursuant to the regulations of the Pennsylvania Public Utility Commission (“Commission”) at 52 Pa. Code § 5.101, and respectfully requests that the Commission dismiss certain of the claims contained in the above-captioned Protest filed by Cynthia Wilson (f/k/a Cynthia Chamberlin) and Patrick Wilson (“Protestants”)<sup>1</sup> with prejudice.

A substantial portion of the Protest deals with non-jurisdictional issues related to the interpretation, enforcement or adjudication of a pre-existing easement agreement between

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<sup>1</sup> The Protestants filed the above-captioned pleading as a Formal Complaint on June 20, 2019. No docket number has been assigned to the pleading. As the pleading contests and opposes the electric transmission line siting application at Docket No. A-2019-3008589, Duquesne Light is treating the pleading as a Protest to the Application.

Duquesne Light and the Protestants. The Protest avers, *inter alia*, that the Company's practices and the contemplated transmission line project violate the easement.

As explained herein, the Commission should dismiss certain claims contained in the Protest because the Commission lacks jurisdiction over certain of the claims contained therein.

In support thereof, Duquesne states as follows:

**I. BACKGROUND**

1. Duquesne Light is a "public utility" and an "electric distribution company" as those terms are defined under the Public Utility Code, 66 Pa. C.S. §§ 102 and 2803, subject to the regulatory jurisdiction of the Commission.

2. Duquesne Light furnishes electric service to approximately 596,000 customers throughout its certificated service territory, which includes all or portions of Allegheny and Beaver Counties and encompasses approximately 800 square miles in western Pennsylvania.

3. On March 15, 2019, Duquesne Light filed: (1) "Application of Duquesne Light Company filed Pursuant to 52 Pa. Code Chapter 57, Subchapter G, for Approval of the Siting and Construction of the 138 kV Transmission Lines Associated with the Brunot Island – Crescent Project in the City of Pittsburgh, McKees Rocks Borough, Kennedy Township, Robinson Township, Moon Township, and Crescent Township, Allegheny County, Pennsylvania," at Docket No. A-2019-3008589 ("BI-Crescent Full Siting Application"); and (2) "Application of Duquesne Light Company Under 15 Pa.C.S. § 1511(c) For A Finding and Determination That the Service to be Furnished by the Applicant Through Its Proposed Exercise of the Power of Eminent Domain to Acquire a Certain Portion of the Lands of George N. Schaefer of Moon Township, Allegheny County, Pennsylvania for the Siting and Construction of Transmission Lines Associated with the Proposed Brunot Island – Crescent Project is Necessary

or Proper for the Service, Accommodation, Convenience, or Safety of the Public,” at Docket No. A-2019-3008652 (“Schaefer Condemnation Application”).

4. On March 28, 2019, the Administrative Law Judge Mary D. Long (the “ALJ”) issued a Prehearing Conference Order, which scheduled a Prehearing Conference in the matters at Docket Nos. A-2019-3008589 and A-2019-3008652 for June 6, 2019.

5. Notice of the BI-Crescent Full Siting Application and the Schaefer Condemnation Application was published in the April 6, 2019 edition of the *Pennsylvania Bulletin*.

6. Duquesne Light published Proof of Publication of notice of the filings with the Commission on April 30, 2019.

7. A Prehearing Conference was held on June 6, 2019.

8. On June 7, 2019, the ALJ issued an Interim Order Extending Protest Period and Scheduling a Further Prehearing Conference at Docket Nos. A-2019-3008589, A-2019-3008652. Therein, the ALJ extended the deadline for filing a “protest or petition to intervene in order to become a party of record in this matter” to June 21, 2019.

9. Duquesne Light received a Formal Complaint from the Protestants on June 20, 2019. No docket number has been assigned to the pleading. As the pleading contests and opposes the electric transmission line siting application at Docket No. A-2019-3008589, Duquesne Light is treating the pleading as a Protest to the Application. A true and correct copy of the Protest is attached hereto as **Appendix A**.

10. As explained herein, the Commission should dismiss certain claims contained in the Protest because the Commission lacks jurisdiction over the claims contained therein.

## **II. STANDARD OF REVIEW**

11. Pursuant to the Commission’s regulations, preliminary objections in response to a pleading may be filed on several grounds, including:

- (1) Lack of Commission jurisdiction or improper service of the pleading initiating the proceeding.
- (2) Failure of a pleading to conform to this chapter or the inclusion of scandalous or impertinent matter.
- (3) Insufficient specificity of a pleading.
- (4) Legal insufficiency of a pleading.
- (5) Lack of capacity to sue, nonjoinder of a necessary party or misjoinder of a cause of action.
- (6) Pendency of a prior proceeding or agreement for alternative dispute resolution.
- (7) Standing of a party to participate in the proceeding.

52 Pa. Code § 5.101(a) (emphasis added).

12. In ruling on preliminary objections, the Presiding Officer must accept as true all well-pled allegations of material facts as well as all inferences reasonably deducible therefrom. *Stilp v. Cmwlth.*, 910 A.2d 775, 781 (Pa. Cmwlth. 2006) (citing *Dep't of Gen. Servs. v. Bd. of Claims*, 881 A.2d 14 (Pa. Cmwlth. 2005)). However, the Presiding Officer need not accept as true conclusions of law, unwarranted inferences from facts, argumentative allegations, or expressions of opinion. *Stanton-Negley Drug Co. v. Dep't of Pub. Welfare*, 927 A.2d 671, 673 (Pa. Cmwlth. 2007). Notwithstanding, any doubt must be resolved in favor of the non-moving party. *Stilp*, at 781.

13. In addition, the Presiding Officer must determine whether, based on the factual pleadings, if recovery is possible. *See Rok v. Flaherty*, 527 A.2d 211, 214 (Pa. Cmwlth. 1987). Indeed, for preliminary objections to be sustained, it must appear with certainty that the law will permit no recovery. *See Stilp*, at 781; *Milliner v. Enck*, 709 A.2d 417, 418 (Pa. Super. 1998).

### III. PRELIMINARY OBJECTIONS

#### A. PRELIMINARY OBJECTION NO. 1 – THE COMMISSION LACKS JURISDICTION OVER THE PROTESTANT’S CLAIMS

14. Duquesne Light incorporates by reference Paragraphs 1 through 13 as if fully set forth herein.

15. The Protestants’ claims regarding easement interpretation and property disputes should be dismissed because the Commission lacks jurisdiction over these claims. *See* 52 Pa. Code § 5.101(a)(1).

16. As a “creature of statute,” the Commission “has only those powers which are expressly conferred upon it by the Legislature and those powers which arise by necessary implication.” *Feingold v. Bell of Pa.*, 383 A.2d 791, 794 (Pa. 1977) (citing *Allegheny Cnty. Port Auth. v. Pa. PUC*, 237 A.2d 602 (Pa. 1967); *Del. River Port Auth. v. Pa. PUC*, 145 A.2d 172 (Pa. 1958)).

17. In fact, the Commission generally lacks jurisdiction to interpret, enforce, or adjudicate claims regarding a contract between private entities. *See Pettko v. Pa. Am. Water Co.*, 39 A.3d 473, 478 n.9 (Pa. Cmwlth. 2012) (“[T]here can be no dispute that the courts of common pleas have subject matter jurisdiction over common law claims such as conversion and breach of contract involving private individuals and businesses.”); *Adams v. Pa. PUC*, 819 A.2d 631, 635 (Pa. Cmwlth. 2003) (“[T]he PUC lacks jurisdiction over private contractual disputes.”). The Commission is not even “jurisdictionally empowered to decide private contractual disputes between a citizen and a utility.” *Allport Water Auth. v. Winburne Water Co.*, 393 A.2d 673, 675 (Pa. Super. 1978) (citations omitted); *see also Virgilli v. Sw. Pa. Water Authority*, 427 A.2d 1251, 1254 (Pa. Cmwlth. 1981) (“[T]he Code does not grant the PUC general supervisory



powers over contracts involving public utilities.”). Such contract issues are reserved for courts of common pleas.

18. The Pennsylvania Supreme Court has further held that the Commission does not have jurisdiction to determine the scope and validity of an easement. *Fairview Water Company v. Pa. Pub. Util. Comm’n*, 502 A.2d 162 (Pa. 1985) (“...the PUC does not have jurisdiction to determine the scope and validity of an easement. Once there has been a determination by the PUC that the proposed service is necessary and proper, the issues of scope and validity and damages must be determined by a Court of Common Pleas exercising equity jurisdiction.”).

19. The Commission is similarly without jurisdiction over other real property issues such as trespass and the location of utility facilities pursuant to valid easements. *See Shedlosky v. Pennsylvania Electric Co.*, Docket No. C-20066937 (Order entered May 28, 2008); *see also Anne E. Perrige v. Metropolitan Edison Co.*, Docket No. C-00004110 (Order entered July 11, 2003) (Commission had no jurisdiction to interpret the meaning of a written right-of-way agreement); *Samuel Messina v. Bell Atlantic-Pennsylvania, Inc.*, Docket No. C-00968225 (Order entered Sept. 23, 1998) (“The Commission has clearly stated in prior decisions that it is without subject matter jurisdiction to adjudicate questions involving trespass and whether or not utility facilities are located pursuant to valid easements or rights-of-way.” (citation omitted)).

20. Finally, the Commission has recognized that the assessment of damages resulting from a line's impact or individual land use was properly adjudicable in another forum. *See Re Philadelphia Electric Company*, 1992 Pa. PUC LEXIS 160 (Initial Decision dated June 29, 1992); *see also Re Philadelphia Electric Company*, 52 Pa. P.U.C. 198, 1978 Pa. PUC LEXIS 141 (Order dated May 17, 1978) and *Re West Penn Power Company*, 68 Pa. P.U.C. 262, 268, 1988 Pa. PUC LEXIS 462 (Order dated Oct. 3, 1988). Accordingly, determination of damages due to

alleged decreases in market value is not within the Commission's jurisdiction to hear and determine.

21. Applied here, the Protest avers the existence of an easement agreement between the Protestant and the Company. *See* Protest ¶ 4 (incorporating Attachment A). The Protest then asks the Commission to determine the scope and applicability of the easement, to determine whether Duquesne Light must obtain additional right-of-way from the Protestant for the contemplated use or whether the easement contemplates the use of chemical herbicides. *See* Protest ¶ 4 (incorporating referenced pages).

22. In addition, the Protest requests that the Commission order Duquesne Light to “be required to negotiate and renew the right of way agreement” and “that the agreement include the width of the easement be increase from the current twenty-five feet width to one hundred fifty feet wide”. *See* Protest ¶ 5. The Protestants request that the Commission order Duquesne Light to negotiate a private contract with them, a request that is beyond the Commission’s power, authority and jurisdiction.

23. The Protestants further request the Commission amend the easement to require “herbicides not be sprayed on our property, and that our water supply be protected... [and] DLCO should provide tap in services to the municipal water supply and incur the costs associated with such.” Protest ¶ 5. In this regard, the Protestants request that the Commission amend an existing easement agreement, a request that is also beyond the Commission’s power, authority and jurisdiction.

24. In the alternative, the Protest requests that Duquesne Light condemn the property and purchase it at fair market value. Protest ¶ 5. In this regard, the Protestant have requested specific relief that is beyond the Commission’s power, authority and jurisdiction to order.

25. Accordingly, and assuming all of the well-pleaded facts contained in the Protest are true, any claim's regarding the scope and validity of an existing easement and/or the Company's compliance therewith are not within the Commission's jurisdiction because, as a matter of law, the acts complained of relate to a private contract between a landowner and a utility. Protest ¶¶ 4-5 (attachment pages 1-2 of 2). The Commission is without jurisdiction to grant the relief requested based such claims.


26. Therefore, any claims regarding the scope or validity of an easement agreement, compliance therewith, damages resulting from an alleged violation of an easement and/or monetary relief, should be dismissed with prejudice.

IV. CONCLUSION

WHEREFORE, Duquesne Light Company respectfully requests that certain of the claims contained in the above-captioned Protest filed by Cynthia Wilson (f/k/a Cynthia Chamberlin) and Patrick Wilson be dismissed pursuant 52 Pa. Code § 5.101(a)(1).

Respectfully submitted,

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Date: July 9, 2019

Attorneys for Duquesne Light Company

**APPENDIX A**

**PROTEST FILED BY CYNTHIA WILSON (F/K/A  
CYNTHIA CHAMBERLIN) AND PATRICK  
WILSON AGAINST DUQUESNE LIGHT  
COMPANY**

# PENNSYLVANIA PUBLIC UTILITY COMMISSION

## Formal Complaint

*Filing this form begins a legal proceeding and you will be a party to the case.  
If you do not wish to be a party to the case, consider filing an informal complaint.*

**To complete this form, please type or print legibly in ink.**

### 1. Customer (Complainant) Information

Provide your name, mailing address, county, telephone number(s), e-mail address and utility account number. It is your responsibility to update the Commission with any changes to your address and to where you want documents mailed to you.

Name Cynthia (Chamberlin) Wilson, Patrick Wilson \_\_\_\_\_

Street/P.O. Box 9 McGovern Boulevard \_\_\_\_\_ Apt # \_\_\_\_\_

City Crescent State PA Zip 15046 \_\_\_\_\_

County Allegheny \_\_\_\_\_

Telephone Number(s) Where We Can Contact You During the Day:

(\_\_\_\_) \_\_\_\_\_ (home) (412\_\_\_\_) 977-5342 (mobile)

E-mail Address (optional): chamberlinsc@comcast.net \_\_\_\_\_

Utility Account Number (from your bill) 1281-560-000 \_\_\_\_\_ 2281-560-000 \_\_\_\_\_

**If your complaint involves utility service provided to a different address or in a different name than your mailing address, please list this information below.**

Name \_\_\_\_\_

Street/P.O. Box \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

### 2. Name of Utility or Company (Respondent)

Provide the full name of the utility or company about which you are complaining. The name of your utility or company is on your bill.

Duquesne Light Company \_\_\_\_\_

**3. Type of Utility Service**

**Check the box listing the type of utility service that is the subject of your complaint (check only one):**

- |                                              |                                                                               |
|----------------------------------------------|-------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> ELECTRIC | <input type="checkbox"/> WASTEWATER/SEWER                                     |
| <input type="checkbox"/> GAS                 | <input type="checkbox"/> TELEPHONE/TELECOMMUNICATIONS (local, long distance)  |
| <input type="checkbox"/> WATER               | <input type="checkbox"/> MOTOR CARRIER (e.g. taxi, moving company, limousine) |
| <input type="checkbox"/> STEAM HEAT          |                                                                               |

**4. Reason for Complaint**

**What kind of problem are you having with the utility or company? Check all boxes below that apply and state the reason for your complaint. Explain specifically what you believe the utility or company has done wrong. Provide relevant details including dates, times and places and any other information that may be important. If the complaint is about billing, tell us the amount you believe is not correct. Use additional paper if you need more space. Your complaint may be dismissed without a hearing if you do not provide specific information.**

- The utility is threatening to shut off my service or has already shut off my service.
  
- I would like a payment agreement.
  
- Incorrect charges are on my bill. Provide dates that are important and an explanation about any amounts or charges that you believe are not correct. Attach a copy of the bill(s) in question if you have it/them.
  
- I am having a reliability, safety or quality problem with my utility service. Explain the problem, including dates, times or places and any other relevant details that may be important.
  
- Other (explain).  
See Attachment Section

**Note:** If your complaint is only about removing or modifying a municipal lien filed by the City of Philadelphia, the Public Utility Commission (PUC) cannot address it. Only local courts in Philadelphia County can address this type of complaint. The PUC can address a complaint about service or incorrect billing even if that amount is subject to a lien.

In addition, the PUC generally does not handle complaints about cell phone or Internet service, but may be able to resolve a dispute regarding voice communications over the Internet (including the inability to make voice 911/E911 emergency calls) or concerns about high-speed access to Internet service.

**5. Requested Relief**

**How do you want your complaint to be resolved?** Explain what you want the PUC to order the utility or company to do. Use additional paper if you need more space.

We are requesting that Duquesne Light Company (DLCO) be required to negotiate and renew the right of way agreement regarding the property of Cynthia A Wilson and Patrick E Wilson (last dated in 1914). We also request that the agreement include the width of the easement be increased from the current twenty-five feet width to one hundred fifty feet wide in order to accommodate the maximum proposed voltage of the line (345 kv), the agreement contain an amendment that herbicides not be sprayed on our property, and that our water supply be protected in the unfortunate event that the well run dry, DLCO should provide tap in services to the municipal water supply and incur the costs associated with such..

OR

DLCO may condemn our property and purchase it at fair market value.

**Note:** The PUC can decide that a customer was not billed correctly and can order billing refunds. The PUC can also fine a utility or company for not following rules and can order a utility or company to correct a problem with your service. Under state law, the PUC cannot decide whether a utility or company should pay customers for loss or damages. Damage claims may be sought in an appropriate civil court.



**6. Protection From Abuse (PFA)**

Has a court granted a "Protection From Abuse" order that is currently in effect for your personal safety or welfare? The PUC needs this information to properly process your complaint so that your identity is not made public.

Note: You must answer this question if your complaint is against a natural gas distribution utility, an electric distribution utility or a water distribution utility AND your complaint is about a problem involving billing, a request to receive service, a security deposit request, termination of service or a request for a payment agreement.

Has a court granted a "Protection From Abuse" order for your personal safety or welfare?

YES

NO

If your answer to the above question is "yes," attach a copy of the current Protection From Abuse order to this Formal Complaint form.

**7. Prior Utility Contact**

a. Is this an appeal from a decision of the PUC's Bureau of Consumer Services (BCS)?

YES

NO

Note: If you answered yes, move to Section 8. No further contact with the utility or company is required. If you answered no, answer the question in Section 7 b. and answer the question in Section 7 c. if relevant.

b. If this is not an appeal from a BCS decision, have you spoken to a utility or company representative about this complaint?

YES

NO

Note: You must contact the utility first if (1) you are a residential customer, (2) your complaint is against a natural gas distribution utility, an electric distribution utility or a water utility AND (3) your complaint is about a billing problem, a service problem, a termination of service problem, or a request for a payment agreement.

- c. If you tried to speak to a utility company representative about your complaint but were not able to do so, please explain why.

**Note:** Even if you are not required to contact the utility or company, you should always try to speak to a utility or company representative about your problem before you file a Formal Complaint with the PUC.

**8. Legal Representation**

If you are filing a Formal Complaint as an individual on your own behalf, you are not required to have a lawyer. You may represent yourself at the hearing.

If you are already represented by a lawyer in this matter, provide your lawyer's name, address, telephone number, and e-mail address, if known. Please make sure your lawyer is aware of your complaint. If represented by a lawyer, both you and your lawyer must be present at your hearing.

Lawyer's Name \_\_\_\_\_

Street/P.O. Box \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Area Code/Phone Number \_\_\_\_\_

E-mail Address (if known) \_\_\_\_\_

**Note:** Corporations, associations, partnerships, limited liability companies and political subdivisions are required to have a lawyer represent them at a hearing and to file any motions, answers, briefs or other legal pleadings.

9. **Verification and Signature**

**You must sign your complaint.** Individuals filing a Formal Complaint **must** print or type their name on the line provided in the verification paragraph below and **must** sign and date this form in **ink**. If you do not sign the Formal Complaint, the PUC **will not accept** it.

*Verification:*

1 Cynthia Wilson / Patrick Wilson hereby state that the facts above set forth are true and correct (or are true and correct to the best of my knowledge, information and belief) and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

Cynthia Wilson / Patrick Wilson 6-18-19  
(Signature of Complainant) (Date)

\_\_\_\_\_  
Title of authorized employee or officer (only applicable to corporations, associations, partnerships, limited liability companies or political subdivisions)

Note: If the Complainant is a corporation, association, partnership, limited liability company or political subdivision, the verification **must** be signed by an authorized officer or authorized employee. If the Formal Complaint is **not signed** by one of these individuals, the PUC **will not accept** it.

10. **Two Ways to File Your Formal Complaint**

**Electronically.** You must create an account on the PUC's eFiling system, which may be accessed at <http://www.puc.pa.gov/efiling/default.aspx>.

Note: If you are appealing your Bureau of Consumer Services (BCS) decision, you must file your formal complaint by mail.

**Mail.** Mail the completed form with your original signature and any attachments, by certified mail, first class mail, or overnight delivery to this address:

Secretary  
Pennsylvania Public Utility Commission  
400 North Street  
Harrisburg, Pennsylvania 17120

Note: Formal Complaints sent by fax or e-mail will **not** be accepted.

If you have any questions about filling out this form, please contact the Secretary's Bureau at 717-772-7777.

Keep a copy of your Formal Complaint for your records.

# PENNSYLVANIA PUBLIC UTILITY COMMISSION

## Formal Complaint

### 4. Reason for Complaint

#### *Background*

January 2017 we were notified of the Brunot Island-Crescent Transmission Reliability Project because our property is along the route of transmission which also encompasses a steel tower on the south side of our property. (see Attachment B). DLCO sent a gentleman by the name of Tom Gretok to our home four times from May 7 – 30, 2017 which led to us hiring an attorney in early June of 2017.

Duquesne Light Company (DLCO) was requesting additional easement rights of 125 feet due to the BI-Crescent project. They had proposed going from 25 feet under the current agreement dated 1914 to a combined 150 feet in width. (Attachment A). In addition, DLCO was planning to replace the current lattice steel tower of approximately 90 feet in height with a monopole of approximately 175 feet in height and wanted an option to increase the voltage of the line to hold a maximum capacity of 345 kv (currently 138 kv).

Negotiations between my (former) attorney and the DLCO attorney continued from June – November of 2017. In November 2017 my attorney forwarded a letter from DLCO representation that additional easement rights for my property were no longer needed. (Attachment C). At the time, it was our assumption that the project was being cancelled or re-routed around our property.

Communications regarding the BI-Crescent project continued to come in the mail. In May 2019 we contacted Travis Moore of DLCO where we were informed that the project was not cancelled or re-routed, but DLCO had decided not to negotiate with us and simply use the current right of way for the project. (See Attachment D). Mr. Moore also communicated during our telephone conversation on 5/14/2019 that DLCO believes that not only are they granted 25 feet in the 1914 right of way agreement, but also they are allowed an additional 25 feet for clearing trees. We found no such wording in the agreement.

### *Complaint*

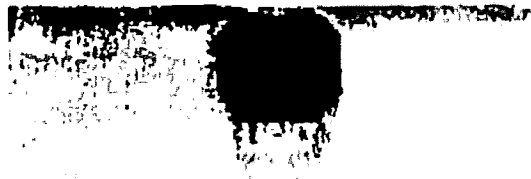
The original right of way agreement drafted in 1914 needs to be updated. DLCO is replacing the 138 kv high voltage power line with a monopole line system capable of up to 345 kv. DLCO maintains that they do not need additional right of way or easement on our property and that 25 feet is enough. However, according to previous decisions (PPL ELECTRIC UTILITIES CORPORATION ATTACHMENT 12 – VEGETATION MANAGEMENT <http://www.puc.state.pa.us/pcdocs/1206564.pdf>) it is recommended that lines having voltage of 230 kv – 500 kv should have a clearing width of 150 feet. Further, lines having a voltage of 69 kv – 138 kv should have a clearing width of 100 feet. DLCO routinely clears more than 50 feet along the line in the current right of way on our property, more than twice what is granted in the agreement.

We do not believe that 25 feet is sufficient or in good practice to either construct the new monopole or run a line with a voltage capacity of up to 345 kv. Current, standard safety practices must be observed.

DLCO frequently uses herbicides to manage vegetation. We had requested that tree and brush removal be done by mechanical means only. We have livestock and well water and do not want herbicides sprayed on our property. Interestingly, the current agreement states “trim or remove any trees or shrubbery” and does not mention the use of herbicides as an approved method.

Lastly, we are concerned with the erection of the new monopole and the impact that drilling may have on our water well. We have never lost water since we purchased the home in 2012.

## **ATTACHMENT A**



THIS INSTRUMENT

MADE the 11th day of February, 1913, in the year of our Lord and thousand nine hundred and thirteen (1913).

BETWEEN

THOMAS JONES and ~~\_\_\_\_\_~~ JONES, his wife, of Hartsotown, Allegheny County, Pa.; FLORENCE HARPER and FRED HARPER, her husband, of Ashtabula, Ohio; ALMA BERT and JOHN BERT, her husband, of Oil City, Venango County, Pa.; and FOSCOE HEDIE and NERTIE HEDIE, his wife, of Ashtabula, Ohio, parties of the first part,

AND

The CRESCENT LIGHT LUMBER CO., a corporation of the state of Pennsylvania, having its principal office in the City of Pittsburgh, Allegheny County, Pa., party of the second part

WITNESSETH

That the said parties of the first part, for and in consideration of the sum of FIVE THOUSAND (\$5,000.00) Dollars, or other valuable considerations to them now paid by the said party of the second part, the receipt whereof is hereby acknowledged, do grant, bargain, sell and convey unto the said party of the second part, (its successors and assigns, forever, a perpetual right of way or easement Twenty-five (25) feet in width, upon, over, under and across the following described premises situate in Crescent Township, Allegheny County, Pa.:

Beginning at corner of said township, line of land conveyed by Mary Ackman to Jacob Hoffman (see Deed Book Vol. 201, page 600) and land formerly of James B. Worth but now of Geiforth's heirs; thence by line of said Geiforth's heirs N. 75° W. 100.00 perches; thence by same S. 45° W. 10 perches to a post; thence by same S. 30° W. 14.2 perches to post; thence by same S. 40° W. 43.5 perches to a post; thence by line of corner of George Hoffman, N. 28° E. 50 perches to a white oak; thence by land of Josephine Corner, N. 53° E. 55.8 perches to the line of land conveyed by Mary Ackman to Jacob Hoffman as aforesaid; thence by said Hoffman land S. 5° 0' W. 18.21 perches; thence still by same N. 84° 51' E. 24.5 perches; thence S. 19° 45' W. 15.0 perches to a post; thence still N. 37°



perches to the place of beginning;

For an electric transmission system, consisting of steel towers or columns on concrete or stone foundations, and crossarms, cables, wires, anchors, guys, brace poles and other fixtures and apparatus thereunto belonging, or necessary or proper for use in connection therewith, with the right, privilege and authority to erect, construct, use, operate, maintain, repair, renew and finally remove the same, and to enter upon said premises at any time, for said purposes, together with the further right to trim or remove any trees or shrubbery which, at any time, may interfere or threaten to interfere with the construction, maintenance or operation of such electric transmission system;

TO HAVE AND ENJOY the same unto and for the use of the party of the second part, its successors and assigns, forever, subject to the following conditions:

THAT said right of way may always be used by the parties of the first part, their heirs and assigns, in such a manner as will not interfere with the proper use of the same by the party of the second part, its successors and assigns, and is not inconsistent therewith, provided, always, that the parties of the first part, their heirs and assigns, in the use of said right of way, shall not do or cause or induce any of the property of the party of the second part, its successors and assigns, on said right of way, nor interfere in any manner with the construction and operation of said electric transmission system.

It is further understood and agreed that after the line has been constructed by the UTICHAUGH LIGHT COMPANY, the employer of said company shall be liable on the said right of way as hereinafter provided and conveyed.

Witness the hands and seals of the parties of the first part, this 1st day of June 1901.

WITNESSES:

<u>B. A. Llewellyn</u>	<u>Thomas H. Jones</u> (SEAL)
_____	_____ (SEAL)
_____	<u>(one)</u> (SEAL)



STATE OF OHIO,  
County of Wilke ) SS:

Before me, the undersigned, a Notary Public,  
in and for the State and County aforesaid, came STOLINE HARTER  
and STAN HARTER, her husband; and WISDOM WELIE and MYRLE WELIE,  
his wife, all of Ashland, Ohio, and acknowledged the foregoing  
instrument to be their act and deed and desired the same to be  
recorded as such.

Witness my hand and seal at Ashland, Ohio,  
the 11 day of January, A.D., 1915.

My commission expires \_\_\_\_\_.

Notary Public  
~~Notary Public~~ ) SS:  
County of ~~Wilke~~ Wilke

Before me, the undersigned, a Notary Public in and for the  
State and County aforesaid, came ALMA BELL and JOHN BELL, her  
husband, of Oil City, Venango County, Pa., and acknowledged the  
foregoing instrument to be their act and deed and desired the same  
to be recorded as such.

Witness my hand and seal at the 11 day of January,  
A.D., 1915.

\_\_\_\_\_  
Notary Public.

My commission expires \_\_\_\_\_.

Commonwealth of Pennsylvania, }  
County of Wilke )  
Recorded on the 23rd day of  
January A. D. 1915  
at \_\_\_\_\_ of said County in \_\_\_\_\_ Deed  
Book, Vol. 1837 Page 87 Given to me  
my hand and the seal of the said office the day and  
year aforesaid.

Right of Way

D. C. R. of W.  
FILE NO. 1112

Thomas H. Jones, et al.,

Vol.  
1837.

Page.  
87.

to  
Crescent Light Company

Right of way twenty-five feet in  
width upon, over, under and  
across land situated in Crescent  
Township, Allegheny County, Pa.

Dated January 11, 1915

D. C. R. of W.  
FILE NO.  
1112

12 1/2

D. D. 1897 187  
January 20th, 1915

D. L. CO.  
FILE NO. 1000

D. L. Co. R. of W.  
FILE NO.  
.....



No. 1000

## Abstract of Title

To

The Property of

*W. H. Jones*

Located in

*Lawrence Township*

*Madison Co. Va.*

*being a tract of land*

*containing 2 acres*

*more or less*

Prepared *Oct 5* 19*14*

*Fuller Title & Trust Company*

*Fourth Avenue & Grand Street.*

*Pittsburgh, Pa.*

*17/2/11/11*  
*4-4-11*  
*of the*  
*in the*

# Abstract of Title

¶

✓  
#1. All that certain tract of land situate in the Township of Crescent, Allegheny County, Pa., bounded and described as follows, to-wit:-

Beginning at corner common to property line of land conveyed by Mary Ackman to Jacob Hoffman (see Deed Book Vol. 362, page 260) and land formerly of James B. Worth but now of Seiferths heirs; thence by line of said Seiferths heirs S. 76° W. 10.2 perches; thence by case S. 45° W. 16 perches to a post; thence by same S. 30° W. 14.2 perches to post; thence by same S. 80° W. 63.5 per. to a stone; thence by lands of James McFadden, N. 28° E. 50 per. to a W. O.; thence by land of ~~Allen~~ Gardner, N. 53° E. 56.8 per. to the line of land conveyed by Mary Ackman to Jacob Hoffman as aforesaid; thence by said Hoffman land S. 5° 9' E. 18.11 per.; thence still by same N. 84° 51' E. 24.5 per.; thence S. 19° 6' W. 15.6 per. and thence S. 11° 14' E. 9.79 per. to place of beginning.

Containing 21 acres more or less.

*17/2/11/11*  
*4-4-11*  
*of the*  
*in the*

#2. For No. 2 see plan at page No. 12.

#3 ✓

William Ackman, (signed : General Warranty Deed  
W. Ackmann) and Mary Ack-: Dated Oct. 12, 1892.  
man, his wife, (signed : Ack. Oct. 29, 1892 before  
Mare Ackmann) : James Davis, J. P.  
to : Accurata Nov. 1, 1892 in  
Emilie Jaster, wife of : Deed Book Vol. 813, page 35.  
Ernst H. Jaster. : Connid. \$5000.00.

Conveys all the following described lot of  
ground situate in Crescent Township, Allegheny County, Penn-  
sylvania:

Beginning at a stone; thence by land of Frank  
Eberly, S.  $42^{\circ}$  E. 18.3 per. to a Hemlock; thence by Thomas  
Flocker, S.  $6^{\circ}$  E. 20 per. to a Sycamore; thence by same, S.  
 $3^{\circ}$  W. 22 per. to a stone; thence by James P. North, S.  $76^{\circ}$   
W. 31.7 per. to post; thence by same, S.  $45^{\circ}$  W. 16 per. to  
post; thence by same, S.  $30^{\circ}$  W. 14.2 per. to post; thence by  
same, S.  $80^{\circ}$  W. 63.5 per. to a stone; thence by James  
McFadden, N.  $28^{\circ}$  E. 50 per. to a V. O.; thence by land of  
Alden Gardner, S.  $53^{\circ}$  E. 93 per. to the beginning.

Containing 31 acres and 15 perches, strict meas-  
ure.

Recites deed recorded in Deed Book Vol. 447, page  
153.

---000:0:000---

10

11

12



\*\*\*\*\*  
E OF ALLEGHENY COUNTY, PA.

\*\*\*\*\*  
IN COMMON WEALTH OF PA.



COMMONWEALTH OF PENNSYLVANIA, )  
County of Allegheny. ) SS:

Personally before me, the undersigned, a Notary Public in and for the State and County aforesaid, appeared Thomas H. Jones of Shenandoah, Allegheny Co Pa, who being duly sworn according to law, deposes and says that Thomas Jones, Rebecca Harper, Alma Burr and Roscoe Ellis are all the heirs and next of kin of Noble Jones, deceased, and that Roscoe Hales's name is not Roscoe Jones.

Thomas H. Jones

WITNESSED my hand and seal this day  
before me the 16th  
day of January  
A.D. 1917.

John G. Macdowell  
Notary Public.

My commission expires Mar. 25-1917.

10-12-14

PLAINTIFF

*The Pennsylvania State Oil & Gas Co. et al*  
*vs*  
*Henry B. Jones & Co.*

DEFENDANT

Case No. 11523  
 Date of Judgment 12/14/14  
 Amount \$39,990.00  
 Interest 11523  
 Court

*Henry B. Jones & Co.*  
*vs*  
*The Pennsylvania State Oil & Gas Co.*

*Henry B. Jones & Co.*

*11523*  
*12/14/14*

*This judgment was entered on Dec 16, 1914  
 and found there was no error in the  
 award of \$39,990.00 plus interest from  
 Dec 16, 1914 to date of payment.*

*Dec 16, 1914*

*Henry B. Jones & Co.*

*vs*  
*The Pennsylvania State Oil & Gas Co.*

*Henry B. Jones & Co.*  
*vs*  
*The Pennsylvania State Oil & Gas Co.*

*Henry B. Jones & Co.*  
*vs*  
*The Pennsylvania State Oil & Gas Co.*

*No. 11523*  
*Three*



for new trial filed.

Mar. 16

Court filed.

#6. ✓ Ernest Jaster and Emilio : Sheriff's Deed.  
 Jaster, his wife, by : Dated October 17, 1896.  
 Sheriff, : Ack. so die in open Court,  
 to : Common Pleas No. 2.  
 Mary Ackman. : Recorded Jan. 28, 1897 in  
 : Deed Book Vol. 10, page 526.  
 : Conald. \$58.00.

Conveys premises described at No. 5.  
 Recites deed recorded in Deed Book Vol. 447, page  
 153 and deed at No. 5.  
 Sold or Lev. Fa. at No. 196 October Term, 1896.

---000:0:000---

#7. ✓ Mary Ackman, widow : General Warranty Deed.  
 of William Ackman, : Dated July 20, 1904.  
 to : Ack. so die before Richard  
 Noble Jones. : C. Long, N. E.  
 : Com. Ex. Mar. 24, 1907.  
 : Rev. July 20, 1904 in  
 : Deed Book Vol. 1352, page  
 : 41.  
 : Consid. \$1530.00.  
 : Registered in Allegany  
 : County.

Conveys premises described at No. 1, except that  
 Deed Book mentioned in Description is herein given as 266  
 page 260.

Recites deed at No. 6.

Note:-  
 17492

We are unable to find any record of death of  
 said William Ackman

18. In re Estate : Died Jan. 1, 1913 vide  
of : affidavit filed.  
Hoble Jones, : Feb. 10, 1913 Letters of  
Dec'd. : Administration granted to  
: Thomas H. Jones,  
: Bond \$350.00.  
: Bond Book Vol. 91, page 96.

and  
Inventory filed in Inventory & Appraisement Docket  
20, page 277.

Account filed in Account Book Vol. 148, page 93.

Caveat against granting of letters of Administra-  
tion on estate of decedent to Mrs. Bella Jones or Hudie or any  
other person until examination of their right etc. filed  
Jan. 7, 1913 at No. 441 Registry Docket 3, page 226.

Application of Thomas H. Jones for citation to  
Isabella P. Jones to show cause why letters of Administration  
should not be granted to Applicant filed at No. 448 Registry  
Docket 3, page 23).

Jan. 20, 1913 Citation awarded returnable Feb. 8,  
1913.

Jan. 20, 1913 Proof of service of Citation filed.

Note:-

Application for Letters of Administration sets  
forth, that decedent's heirs and next of kin are as follows:

Thomas I. Jones, Brother, ✓

Florence Harper, niece, ✓

Roscoe Jones, Nephew, ✓ *Hudie in information*

Lima Bear, niece. ✓

Decedent also left a widow Isabella P. Jones, who  
deserted decedent as set forth in proceedings at No. 448,  
Registry Docket 3, page 230.

49. In re Estate : In re Collateral Inheritance  
of : Tax.  
Nahla Jones. : No appraisal account made.  
: See Collateral Inheritance  
: Record Book 11, page 415.

---000:0:000---





All that certain lot situate in the Village of  
Shousetown in said Township of Crescent, being the same  
which said Noble Jones had by deed of George E. Hamilton,  
et ux, dated Sept. 22, 1904, and of record in Deed Book  
Vol. 1488, page 7, in the following proportions, namely:  
Unto said Thomas H. Jones, his heirs and assigns, an  
undivided one-half interest, Florence Harper, her heirs  
and assigns, one sixth; Roscoe R. Jones, otherwise known  
as Roscoe R. Hudie, his heirs and assigns, one sixth; Alma  
Beer, her heirs and assigns, one sixth; with the buildings  
and improvements, and also all manner of action and actions,  
(etc \* \* \* \* \*).

---000:0:000---

EJECTMENT.

IN COMMON PLEAS COURT NO. 2 OF ALLEGHENY COUNTY, PA.

#10. Dora Jones or Don : No. 703 July Term, 1907.  
496 Slackwell, : Summons in Ejectment to 1st  
75 vs. : Monday June 1907, for title  
John C. Noble Jones. : and Possession premises  
Thompson : at No. 1 and a lot in the  
Long & : Village of Shouseton,  
Tong : Crescent Township, (describ-  
: ed)

Served May 31, 1907, on Noble Jones, Defendant,  
and same date, on Joseph Millar, tenant in possession, and  
same date, on Mrs. C. D. Kanville, tenant in possession.

June 26, 1907. Plaintiff's Declaration and Abstract  
of Title filed, stating that Plaintiff is the mother of  
defendant and paid for said two pieces of ground out of her  
own money, upon agreement and understanding that defendant  
was to hold said lot of land in trust for Plaintiff and that  
defendant was to support plaintiff and in consideration there-  
of, defendant to enjoy said land in lieu of rents.

After legal title to said land vested in defendant,  
under agreement and he got possession, he refused to support  
his mother and has refused to recognize her title to said  
property.

Plaintiff claims that equitable and legal title  
to both of said pieces of land are in her and not in defend-  
ant.

August 26, 1907 Defendant's abstract of Title,  
Affidavit and Defense and Plea filed.

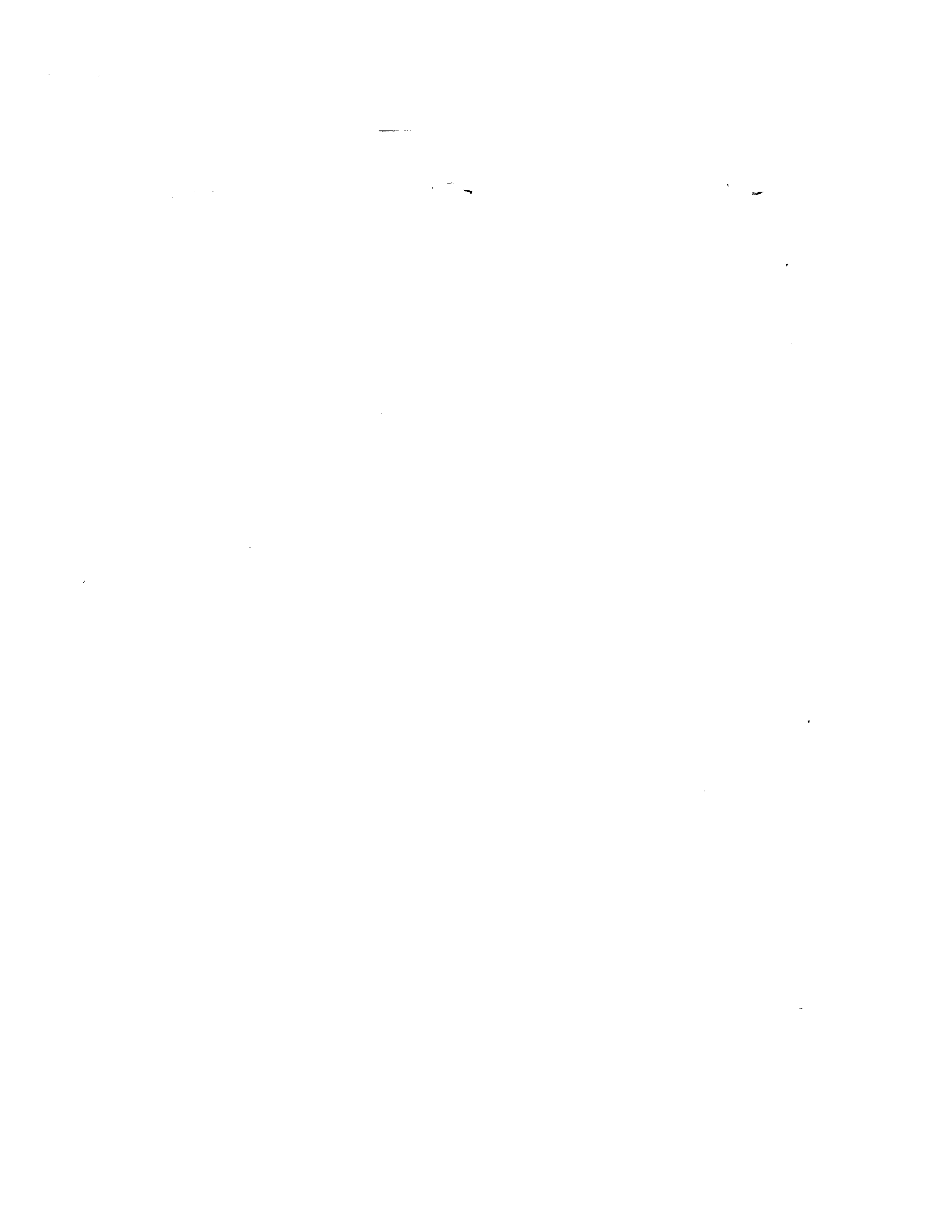
17442

September 27, 1906, Praecipe for issue filed.

X /  
October 25, 1907 Specifications traversing Defend-  
ant's Title filed. No die. Praecipe for issue filed.  
November 9, 1909, this suit discontinued.  
No die, Costs paid.

---000:0:000---





C-1 11000

POTTER TITLE & TRUST COMPANY.  
Fourth Ave. and Grant St., Pittsburgh, Pa.  
CAPITAL \$500,000.  
TITLE INSURANCE. ABSTRACTS OF TITLE

No. 17442

Pittsburgh Pa.

Oct.

We hereby certify that the foregoing is a correct Abstract of Title to the premises at No. 1 herein, and that we find of record as shown by the General Indices in the said Prothonotary's Offices of Allegheny County, Pennsylvania, no Adverse Conveyance Agreements, Assignments in Bankruptcy, Unsatisfied Mortgages, Sheriff Deeds or proceedings, affecting said premises at No. 1 herein, made by or entered against any of the named parties, within the period set opposite their names, other than as set forth in this

Emilie Juster	Oct. 1, 1892	to	Feb. 1, 1893
Ernest Juster	"	"	"
Mary Ackman	Oct. 1, 1896	"	Aug. 1, 1900
✓ Noble Jones	July 1, 1904	"	Oct. 5, 1904
✓ Dora Jones	"	"	"
✓ Dora Blackwell	"	"	"
✓ Thomas E. Jones	Jan. 1, 1913	"	"
✓ Roscoe Jones	"	"	"
✓ Roscoe D. Hudie	"	"	"
✓ Florence Harper	"	"	"
✓ Frank Harper	"	"	"
✓ Alma Beer	"	"	"
✓ J. E. Beer	"	"	"
✓ Isabella P. Jones	"	"	"

Roscoe I. Hudie, Frank Harper and J. E. Beer insert

Dec. 18, 1914.

Dec. 16<sup>th</sup>  
 Noble Jones Et al  
 as shown by the General Indices in the Recorder's and the Prothonotary's Offices and nothing additional found.  
 shown as No. 93  
 search made 9 A.M. Dec 15<sup>th</sup> 1914  
 Potter Title & Trust Company  
 John R. [Signature]  
 Vice President





POTTER TITLE & TRUST COMPANY,  
 Fourth Ave. and Great St., Pittsburgh, Pa.  
 CAPITAL \$500,000.  
 TITLE INSURANCE. ABSTRACTS TITLE.

No. 17442

We hereby certify that we find only Three unsatisfied judgments, which are liens thereof, affecting the title to the premises at No. 1 of this Abstract, as shown by the General Judgment Indices in the Courts of Common Pleas—One, Two, Three and Four and the Court of Quarter Sessions of Allegheny County, Penn'a. or in the United States District and Circuit Courts, in and for the Western District of Pennsylvania, (as Pennsylvania only) entered against the following persons during the periods noted viz: Judgments on Sec. Pat. or mortgage not shown on this certificate unless affecting premises under examination. No Lien Contracts not Shown on this Certificate.

1. Walter Jones Oct 1-1894 to Oct 15-1914  
 2. Thomas A. Jones Jan 1-1913 to same  
 3. Robert Jones same to same  
 4. Isaac W. Jones same to same  
 5. Flora A. Jones same to same  
 6. Alma B. Jones same to same  
 7. Dora Jones Oct 1-1899 to same  
 8. Dora A. Jones same to same

Mechanics' Liens Limited to premises at No. 1 of this Abstract. No Municipal or Tax Liens Shown on this Sheet.

PLAINTIFF.	DEFENDANT.	No.	Term.	Date.	Date of Judgment.	Amount.	Amount Paid.	Interest Paid.	Costs.
<u>George A. Kelly</u>	<u>W. A. Jones</u>	629	Jan	1898	Jan 5 1905	96	71		
<u>Geo</u>					Feb 9 1895				
					Above judgment assigned to John W. Jones Jr				
<u>German Savings</u>	<u>W. A. Jones &amp; Wife</u>	574	Apr	1900	Apr 19 1901	1156	1000		
<u>Isaac W. Jones</u>	<u>W. A. Jones</u>								
					Defendant N. A. Jones lived at 228 Taylor St. (Corner of Hartwood) Pittsburgh where this suit was filed and by agreement entered. He was never there & the sheriff. I do not know what has become of him since.				
<u>Same</u>	<u>Same</u>	1305	Apr	1906	Mar 30 1906	1314	67		
					Aug 1 1906	1314	67		
					See above				
<u>Same</u>	<u>Same</u>	470	Feb	1911	Aug 16 1911	1726	20		
					Oct 17 1911	1726	20		
					See above				

Geo. H. Myers  
 Secy. Feb. 23, 1911

17442  
 15

PITTSBURGH TITLE & TRUST COMPANY  
170 NORTH AVENUE AND GRANT STREET  
PITTSBURGH, PA.  
CAPITAL \$500,000  
PITTSBURGH ABSTRACT OF TITLE

NO. 17442

### BANKRUPTCY CERTIFICATE.

Pittsburgh, Pa.,

18

We hereby certify that we have made a careful examination of the Indices to deeds in one of the counties of Allegheny County, and find no Assignments in Bankruptcy entered against any of the names given in the foregoing Conveyance Certificate, in which title appears of record any interest in the premises at No. 1 of this Abstract, between the date of the passage of the Act of Congress, approved March 3, 1867, and the date of the repeal of the same, viz. September 2, 1878, except as set forth in the foregoing abstract.

And we further hereby certify that we have made a careful examination of the Index to Proceedings in the United States District Court in and for the Western District of Pennsylvania, (Pittsburgh only), and find no proceedings for Adjudication in Bankruptcy of any of the names given in the foregoing Conveyance Certificate, in which title appears of record any interest in the premises at No. 1 of this Abstract, above the date of the passage of the Act of Congress approved July 1, 1898.

*Pit. Title & Trust Company*  
*John D. [Signature]*  
President

This certificate continued in volume Dec. 16<sup>th</sup> 1914

and nothing  
further found  
made 9:45 AM Dec 18<sup>th</sup> 1914

*Pit. Title and Trust Company*  
*John R. [Signature]*  
Vice President

**POTTER TILE & TRUST COMPANY,**  
Fourth and Grant St., Philadelphia, Pa.  
CAPITAL \$500,000.  
TITLE INSURANCE. ABSTRACTS OF TITLE

No. 17442

PHILADELPHIA, PA.

Oct. 5, 1914.

We hereby certify that the foregoing is a correct Abstract of Title to the premises described at No. 1 herein, and that we find of record as shown by the General Indices in the Recorder's and Prothonotary's Offices of Allegheny County, Pennsylvania, no Adverse Conveyances, Leases, Agreements, Assignments in Bankruptcy, Unsatisfied Mortgages, Sheriff Deeds or Ejectment proceedings, affecting said premises at No. 1 herein, made by or entered against any of the following named parties, within the period set opposite their names, other than as set forth in this Abstract.

Ballis Jaster	Oct. 1, 1892	to	Feb. 1, 1898
Ernst Jaster	"	"	"
Mary Ackman	Oct. 1, 1896	"	Aug. 1, 1905
✓ Noble Jones	July 1, 1904	"	Oct. 5, 1914
✓ Dora Jones	"	"	"
✓ Dora Blackwell	"	"	"
✓ Thomas E. Jones	Jan. 1, 1913	"	"
✓ Roscoe Jones	"	"	"
✓ Roscoe E. Hudie	"	"	"
✓ Florence Harper	"	"	"
✓ Frank Harper	"	"	"
✓ Alma Beer	"	"	"
✓ J. E. Beer	"	"	"
✓ Isabella P. Jones	"	"	"

*Wm. J. Potter*  
*John D. Pittman*  
President

Roscoe R. Hudie, Frank Harper and J. E. Beer inserted

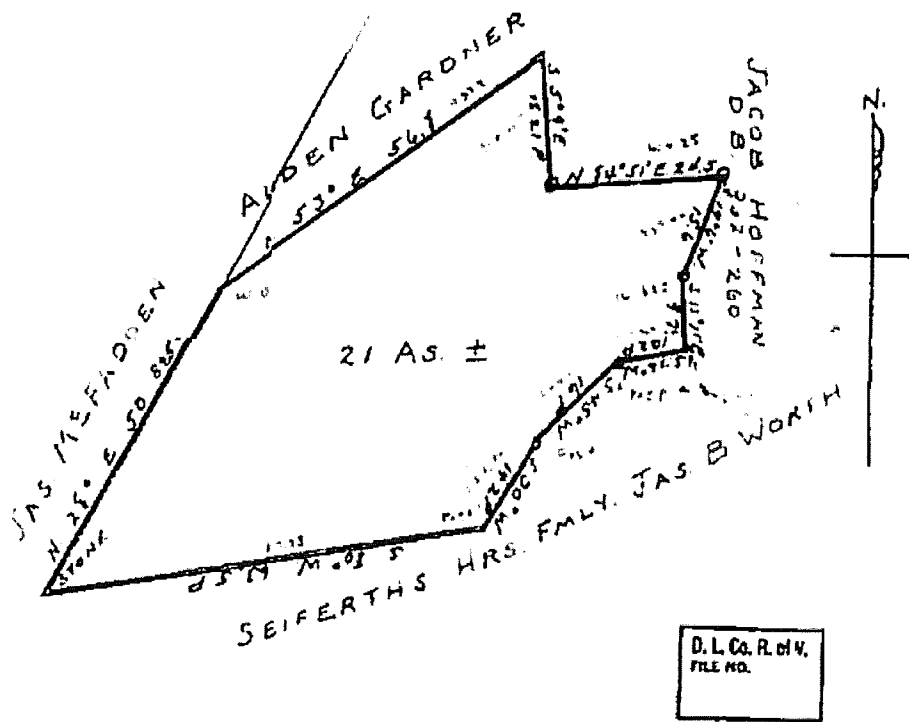
Dec. 18, 1914.

Dec. 16th 1914

*Noble Jones et al*  
as shown by the General Indices in the Recorder's and the Prothonotary's  
Offices and nothing additional found except deed  
shown at No. 92  
Bears date 9 A. M. Dec. 18th 1914

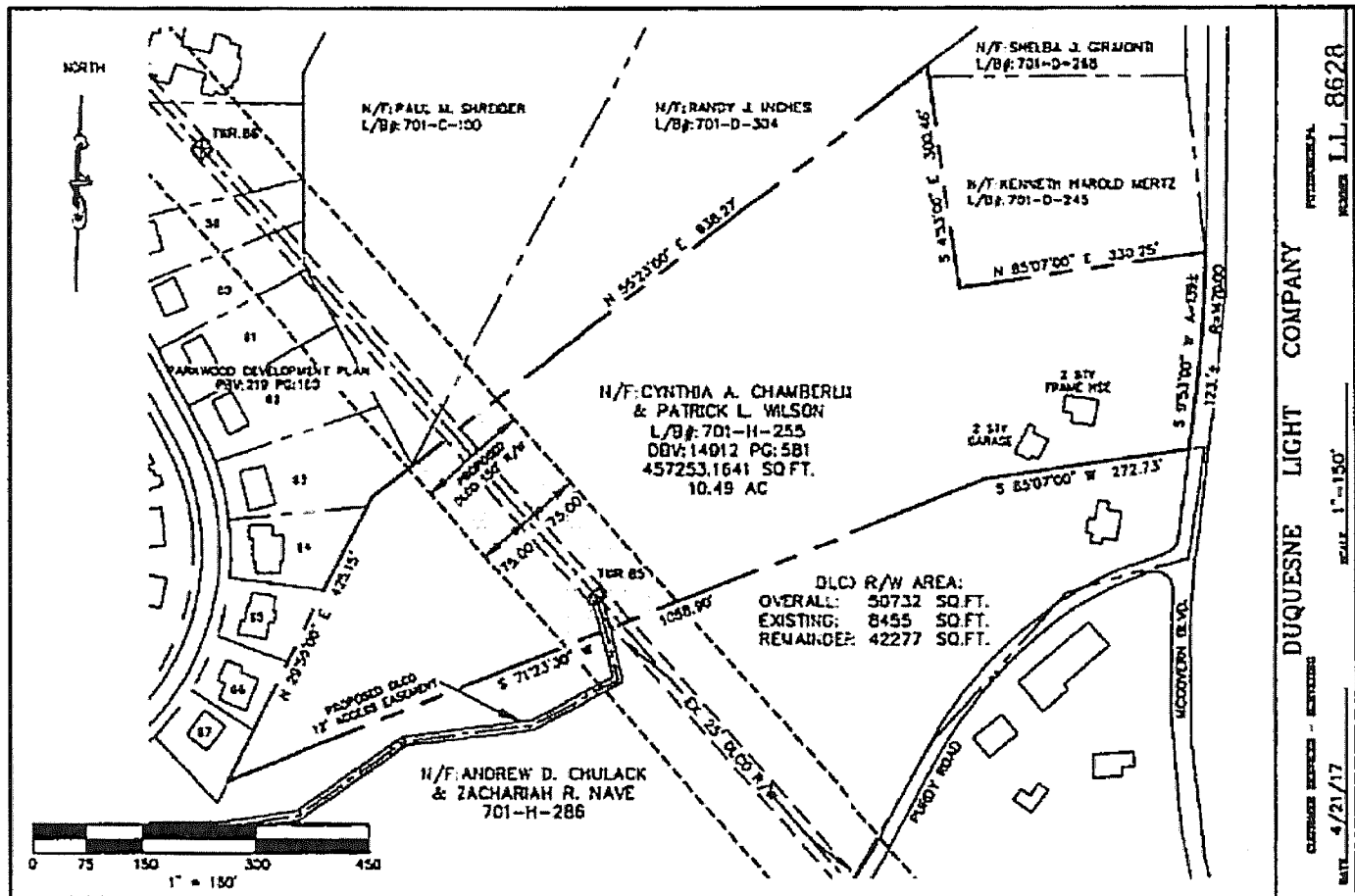
*Wm. J. Potter*  
*John D. Pittman*  
Vice President

#2.



Plot of premises described at No. 1.

**ATTACHMENT B**



NOTES:  
 \* ALL BUILDING AND ROAD LOCATIONS ARE FROM DUQUESNE LIGHT GIS DATA

CUSTOMER SERVICES - SERVICES  
 DATE 4/21/17  
 SCALE 1" = 150'  
 REGION I.L. 8628  
 PROJECT NO. I.L. 8628

DLC) R/W AREA:  
 OVERALL: 50732 SQ.FT.  
 EXISTING: 8455 SQ.FT.  
 REMAINING: 42277 SQ.FT.

NOTE: THIS IS NOT A BOUNDARY SURVEY

REVISIONS:

SURVEY NOTES:  
 DATE OF SURVEY: 4/10/17  
 ○ SET IRON ROD UNLESS OTHERWISE NOTED  
 ○ FOUND IRON ROD UNLESS OTHERWISE NOTED  
 N/T NOW OR FORMERLY  
 L/B/ TAX IDENTIFICATION  
 FID FOUND  
 I.P. IRON PIN  
 CONC CONCRETE  
 R/W RIGHT-OF-WAY  
 POB POINT OF BEGINNING

A ARC  
 R RADIUS  
 STY STORY  
 PSV PLAN BOOK VOLUME  
 PG PAGE  
 ○ DUQUESNE LIGHT POLE (EXISTING)  
 ○ DUQUESNE LIGHT POLE (PROPOSED)

<b>DuquesneLight</b> Our Energy...Your Power	
Customer Services - Surveys Dept. Pittsburgh, PA	
SCALE 1" = 150'	DATE 4/21/17
DRAWN JLS	ARCH. APP.
CHECKED MEH	ELECT. APP.
INSPECTED	MED. APP.
	STREET APP.

<b>BI-CRESCENT</b>	
CYNTHIA A. CHAMBERLIN & PATRICK L. WILSON L/B#: 701-H-255/DB: 14012 PG: 581 CRESCENT TWP./ALLEGANY COUNTY	
D.P.E. No.	LL 8628
C.O. No.	

## **ATTACHMENT C**



MEYER UNKOVIC SCOTT  
ATTORNEYS AT LAW

Writer's direct dial phone number and e-mail address:  
412-456-2824 ~ jfs@muslaw.com

November 16, 2017

VIA EMAIL: [hoehler23@comcast.net](mailto:hoehler23@comcast.net)  
AND FIRST CLASS MAIL

Ray Hoehler, Esquire  
427 Oxford Drive  
Greensburg, PA 15601

Re: Cynthia Chamberlin-Wilson and Patrick Wilson  
9 McGovern Boulevard  
Crescent, PA 15046

Dear Mr. Hoehler:

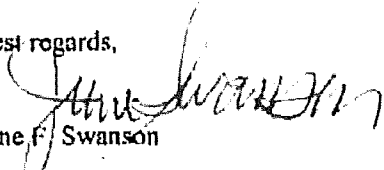
Earlier this year, Duquesne Light Company sent a letter to your clients, Ms. Chamberlin-Wilson and Mr. Wilson, notifying them that Duquesne Light might require additional easement rights on their property to support its proposed Brunot Island-Crescent Transmission Reliability Project. The Brunot Island-Crescent Transmission Reliability Project would update the transmission line that stretches from Duquesne Light's substation in Crescent Township, PA to its substation on Brunot Island on the Ohio River, just west of downtown Pittsburgh.

Since that time, Duquesne Light has performed additional field studies and soil testing and has determined that it **will not** need to acquire additional easement rights from Ms. Chamberlin-Wilson and Mr. Wilson for this project. This decision relates only to the need for a new easement and has no impact on any existing easement that Duquesne Light may have on the property currently.

Duquesne Light greatly appreciates your clients' understanding and cooperation during the evaluation process for this important transmission line project. The design and technology upgrades proposed in the Brunot Island-Crescent Transmission Reliability Project will help to more efficiently deliver reliable, affordable and safe energy to homes, businesses and communities in your neighborhood and throughout Duquesne Light's service territory.

If you or your client has any questions, please feel free to contact Project Manager Travis Moore at [BI-Crescent@du.light.com](mailto:BI-Crescent@du.light.com).

Best regards,

  
June F. Swanson

JFS/cob

ENCLOSURE



## **ATTACHMENT D**

6/17/2019

AM Health and Safety, Inc. Mail - Letter from Counsel for Duquesne Light



Cindie Wilson <cwilson@amhealthandsafety.com>

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## Letter from Counsel for Duquesne Light

6 messages

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Ray Hoehler <hoehler23@comcast.net>  
Reply-To: Ray Hoehler <hoehler23@comcast.net>  
To: cwilson@amhealthandsafety.com

Mon, Nov 20, 2017 at 11:00 AM

Cindie, Here is the letter. I am not sure if Duquesne is still going forward with the upgrade to the existing line. If they do, they have decided they do not need additional right of way. Let me know if you hear anything from your neighbors.

Ray

---

 Wilson - Ltr. from Swanson.pdf  
391K

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Cindie Wilson <cwilson@amhealthandsafety.com>  
To: tmoore2@duqlight.com

Tue, May 14, 2019 at 12:04 PM

Cindie Wilson  
Project Manager/Senior Industrial Hygienist  
AM Health and Safety, Inc.

Cell: 412-977-5342  
Office: 412-429-0560  
{Quoted text hidden}

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 Wilson - Ltr. from Swanson.pdf  
391K

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Moore, Travis W. <TMoore2@duqlight.com>  
To: Cindie Wilson <cwilson@amhealthandsafety.com>

Wed, May 15, 2019 at 2:28 PM

Good Afternoon Cindie,

It was a pleasure to talk with you yesterday. I thank you very much for forwarding the letter we discussed. I will be reaching out to June Swanson shortly and be back in touch early next week.

Have a great day.

6/17/2019

AM Health and Safety, Inc. Mail - Letter from Counsel for Duquesne Light

Sincerely,

Travis Moore

*Sr Project Manager II*

412.393.7824 (office) 412.518.1023 (cell)

lmoore2@duqlight.com

Duquesne Light Company

2825 New Beaver Ave

Mail Drop N6-CD

Pittsburgh, PA 15233

DuquesneLight.com

**From:** Cindie Wilson (mailto:cwilson@amhealthandsafety.com)

**Sent:** Tuesday, May 14, 2019 12:04 PM

**To:** Moore, Travis W. <TMoore2@duqlight.com>

**Subject:** Fwd: Letter from Counsel for Duquesne Light

WARNING: This email message did not originate from Duquesne Light and is from an external organization. DO NOT CLICK links or attachments unless you recognize the sender and are certain the content is safe.

[Quoted text hidden]

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Cindie Wilson <cwilson@amhealthandsafety.com>  
To: "Moore, Travis W." <TMoore2@duqlight.com>

Sat, Jun 1, 2019 at 8:57 PM

Well, was she able to clarify?

Cindie Wilson  
Project Manager/Senior Industrial Hygienist  
AM Health and Safety, Inc.

Cell: 412-977-5342  
Office: 412-429-0560

[Quoted text hidden]

---

Moore, Travis W. <TMoore2@duqlight.com>  
To: Cindie Wilson <cwilson@amhealthandsafety.com>

Mon, Jun 3, 2019 at 1:29 PM

6/17/2019

AM Health and Safety, Inc. Mail - Letter from Counsel for Duquesne Light

Cc: "Moore, Travis W." <TMoore2@duqlight.com>

Good Afternoon Ms. Wilson,

I hope all is well.

I discussed and reviewed the letter with June Swanson. As noted in the letter we are not seeking any additional easement and or modification to our existing easement in support of the project.

The letter does reference the project and our proposed upgrades to our facilities. While the letter doesn't explicitly state the projects next steps, it was our understanding from the conversations with your counsel that we conveyed the project would proceed. I did see there was some question to this in the first email on this chain from your attorney, for which I apologies for any confusion on this matter.

As discussed, in the coming days and weeks we will be in the field to walk down our facilities and starting the access road designs. As the design develops over the coming months I will happily share it with you for further discussion.

Thanks,

Travis Moore

*Sr Project Manager II*

412.393.7824 (office) 412.518.1023 (cell)

tmoore2@duqlight.com

Duquesne Light Company

2825 New Beaver Ave

Mail Drop N6-CD

Pittsburgh, PA 15233

DuquesneLight.com



[Quoted text hidden]

Cindie Wilson <cwilson@amhealthandsafety.com>

Mon, Jun 3, 2019 at 1:44 PM

6/17/2019

AM Health and Safety, Inc. Mail - Letter from Counsel for Duquesne Light

To: Pat Wilson <plwilson1@hotmail.com>

Cindie Wilson  
Project Manager/Senior Health and Safety Associate  
AM Health and Safety, Inc.  
5177 Campbells Run Road  
Pittsburgh, PA 15205  
Office: 412-429-0560  
Fax: 412-429-5122  
Cell: 412-977-5342  
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