

**Virginia State Corporation Commission
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Case Number (if already assigned)	PUE-2009-00043
Case Name (if known)	APPLICATION OF PATH ALLEGHENY VIRGINIA TRANSMISSION CORPORATION For certificates of public convenience and necessity to construct facilities: 765 kV Transmission Line through Loudoun, Frederick, and Clark Counties.
Document Type	EXTE
Document Description Summary	RIVER EDGE COMMUNITY ASSOC. ADDITIONAL DIRECT TESTIMONY: NICK MOHLER
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**COMMONWEALTH OF VIRGINIA
BEFORE THE
STATE CORPORATION COMMISSION**

APPLICATION OF)	
)	
PATH ALLEGHENY VIRGINIA)	
TRANSMISSION CORPORATION)	CASE NO. PUE 2009-
00043)	
)	
For approval and certificate of electric)	
Transmission facilities under Va. Code)	
Sec. 56-46.1 and the Utilities Facilities Act,)	
Va. Code sec. 65-265.1 et seq.)	

RIVER EDGE COMMUNITY ASSOC. TESTIMONY: NICK MOHLER

I am Nick Mohler and I am making this direct testimony on behalf of the River Edge Community Association, and do hereby state as follows:

WHERE DO YOU LIVE IN RIVER'S EDGE AND FOR HOW LONG?

1. I am Nick Mohler and I live at 11479 Potomac Heights Lane, Lovettsville VA. My family bought our home from Kettler Brothers in 2004. We completed our purchase and moved into the house in October of 2004. I live in our home with my wife, 2 daughters, and my father in law. Our lot sits adjacent to two of the lots that may be crossed by the PATH lines.

HOW WILL THE PROPOSED PATH LINE AFFECT YOU AND YOUR FAMILY?

2. I am presuming you are familiar with the direct testimony of Dawn Rosenthal who has fairly stated, and said so in some detail, the same matters that concern

my family. More precisely, I adopt and repeat as if saying it myself, what Ms. Rosenthal has already submitted.

HOW DID YOU COME UPON RIVER'S EDGE?

3. We came across the River's Edge Community by accident, but were immediately drawn in by the feel and what the developer was trying to accomplish. He wanted a community that respected the land with lots that were open, but fairly close. The views of the river and valley were major pluses. The only negative was the existing power lines.

YOU KNEW THAT THERE WERE POWER LINES WHEN YOU MOVED THERE?

4. A review of the covenants told us (my wife and I) that the power lines would not be any worse than when we moved in, we were assured, as were others, that they were safe, and so we bought in spite of the existing power lines persuaded that the covenants and easements that were in place would preclude any further danger or further compromise to the scenic and historic nature of the Association.
5. Specifically, the power line easements were permanent and the land itself was in open space easements held by both the county and the community's HOA.
6. The covenants were written so that the open space easement could not be removed.
7. In short, as we were advised, and as the documents say, there was no allowance for any expansion of the power line easement.

8. Based on the HOA covenants, we were willing to accept the existing power lines with the knowledge that no new lines could be added.

WHAT DO YOU THINK OF THE PATH IGNORING THE AGREEMENTS BY WHICH THEY BOUGHT INTO RIVER'S EDGE?

9. When we purchased our home, we agreed to abide by the River's Edge Community Association (RECA) covenants.

10. Because of that agreement, we are limited in what we can do to our property. We cannot erect structures. We cannot clear the trees and vegetation from our property. We cannot create a nuisance to our neighbors.

11. These covenants are in place to protect the safety and investments of all of the RECA homeowners.

12. These covenants were agreed to by all RECA owners.

13. When PATH bought lots in our community, they agreed to be bound by these same terms.

WHEN DID YOU FIRST BECOME CONCERNED ABOUT THE POWER LINES?

14. Our first real "exposure" to and concern about power lines generally came regarding the existing power lines came. We were at the Windy Lions farm which is situated close to the power lines. We were probably about 150 feet away just talking. I touched my daughter on the back and felt her trembling – but it was not cold.

15. I asked my daughter how she felt. She said she was not cold.

16. My wife then held my daughter's hand and felt the same trembling.

17. It became clear. The electrical current that we could feel in the air was pulsating and coursing through her little body. We left immediately. We have since learned that only a few milligauss can cause damage to the young, and we have sixty times that power in the proposed lines that PATH wants to run through our community.

WHAT ADJUSTMENT, IF ANY, HAVE YOU MADE BECAUSE OF THE POWER LINES?

18. Today, we do bike through the neighborhood, and we spend as little time as possible under the existing power lines. The girls know to keep their hands on the handle grips away from the metal parts of handle bars. We can feel the current under the existing power lines when we ride today, so we move quite quickly. We can't imagine how much worse more than doubling the current power will mean to our safety.

DO YOU HAVE ANYTHING TO ADD TO MS. ROSENTHAL'S TESTIMONY.

19. Perhaps I do. These concerns I have about the security and safety of the lines, directly relate to the value of our most important investment as well. If our lives are abridged, how can we expect anyone else not to be concerned should we have to sell our home for any reason, or should we seek financing for any other reason. As a homeowner, and as a member of our family, I do have concerns about the security of our investment. When we moved in, we

hesitated because of the existing power lines. But the easements and covenants assured us that it would not get worse. Now the State is being asked to breach our contracts for PATH. Not only should the State not be able to change our contracts. But it must also be obvious that this would be a taking of the value of our homes and our family's security. I don't believe the State can break the agreement made with us. Nor the agreement PATH made when it bought the lots it did.

20. If you were permitted to run bigger and more powerful and more dangerous lines across our association, that would cause us to suffer a disastrous financial loss..

21. Nor is this effect personal to us. This effect will be felt along the entire PATH right of way, no matter where the ROW for PATH occurs.

22. I do not wish that upon any homeowner in the way of PATH.

WHAT DO YOU THINK PATH THINKS ABOUT YOUR CONCERNS?

23. I don't know what they might say today but during the PATH Open House that was held at the Lovettsville Elementary School, I spoke with one of the project managers in attendance.

24. Assuming the lines were installed as proposed, he confided that he would not house his family in our house given the proximity of the new lines to our home.

HOW ACTIVE HAVE YOU BEEN IN THE COMMUNITY?

25. I have been an active homeowner within the River's Edge Community. I have been the treasurer for three years and a board member for 1 year. I have been a regular fixture at our HOA board meetings for the last 3.5 years. In my positions, I have watched as PATH has purchased six lots in my neighborhood.

DO YOU HAVE ANY ADDITIONAL OBSERVATIONS ABOUT PATH'S PURCHASE OF LOTS IN THE COMMUNITY?

26. The most obvious flaw in these transactions was PATH's intent to violate the covenants and easements that ran with the land, and the Association they proposed to join by their land purchases.

27. As for the purchases themselves, the first two purchases made by PATH were somewhat unremarkable.

28. The homeowners actually complied with most of the protocols dictated by the covenants, but interestingly, they did not specify the buyer – PATH's participation was concealed from us.

29. When asked to identify the buyer, their response was that they were unaware of the buyer's identity.

30. A review of the filed sales documents showed that the first sale (Celmer to PATH) was marked to prevent public disclosure of the sale.

31. During a pre-sale (Nowlakha to PATH) conversation with Nowlakha, I discussed the possibility that his "unknown" buyer could be PATH. He found that possibility to be an interesting "theory". In retrospect, it appears that there

was a specific move towards secrecy. In other words, despite an imperative to disclose, the sellers were acting quite to the contrary.

32. The third sale (Russello to PATH) within the River's Edge community was laced with secrecy and blatant disregard to the HOA covenants.

33. Stacey Russello was the HOA president at the time; her husband Tom was a previous board member. I had noticed a reduced tenor in Stacey's anti-PATH activism.

34. During a phone call, I twice asked her directly if they were negotiating with PATH. Both times, I received a non-answer: not yes, not no: She basically talked about how they were working their property so that they could prove damages if PATH came through. In hindsight, secrecy was in play.

35. The community learned of the sale after the settlement when the settlement attorney sent me an email requesting HOA assessment information. The president later "resigned" her position within the HOA. Ms. Rosenthal discussed some of the elements of this questionable maneuver as well.

36. While the first two sales netted a price that was close to the assessed property value, the Russello sale netted a 300% gain over the assessed value (\$450,000 assessed vs \$1,300,000 sale) without a built home.

37. The last three sales were not as cloaked in secrecy as the first three, and the sales processes were followed about as closely as the first two, but without the secrecy concerning the buyer's identity.

HOW HAS PATH CONDUCTED ITSELF SINCE THE SALE?

38. As a bully might conduct himself. PATH has been cordial. They have worked to maintain their lots and remain current on their HOA assessments. However, their local rep (Pat Wiltshire) has desired a community meeting to ascertain the community's preference for the lines: (a) Tall and Narrow, (b) Short and Wide on the North Side, and (c) Short and Wide on the South Side. This is comparable to a bully asking his intended victim the following, "Head, or Gut?"

IS IT POSSIBLE THAT PATH DID NOT APPRECIATE WHAT THEY WERE DOING?

39. By the way that the HOA covenants were constructed, it is quite clear that expanding the existing power line easement and adding additional power lines was prohibited.

40. By purchasing their 6 lots, PATH agreed to abide by those same covenants that every other RECA owner within has agreed to.

41. Given the current PATH application and its lot purchases within RECA, it is quite clear that PATH will seek to violate those covenants by constructing the power lines.

WHAT ABOUT PATH'S CLAIM THAT THERE IS A NEED FOR THE LINE.

42. This need is based on statistics and projections derived by PATH or companies that are funded by PATH.

43. It is a well-known fact that statistics can be skewed to prove almost any point.

In this case, we are asked to trust that the need for PATH is a real need for

additional energy transmission, and not driven by a promised 14.3% return on investment.

44. There is good and sufficient evidence that there is no energy need.

45. Given the lack of transparency in their purchases of properties within the River's Edge Community and their presumed intent to violate their agreement to the River's Edge covenants, I find it hard to trust their numbers – or much else they have to say.

DO YOU WANT TO ADD ANYTHING ELSE?

46. That's all I have to say.

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the foregoing testimony of Nick Mohler, was forwarded, on this 14th day of October, 2009, via e-mail to the following:

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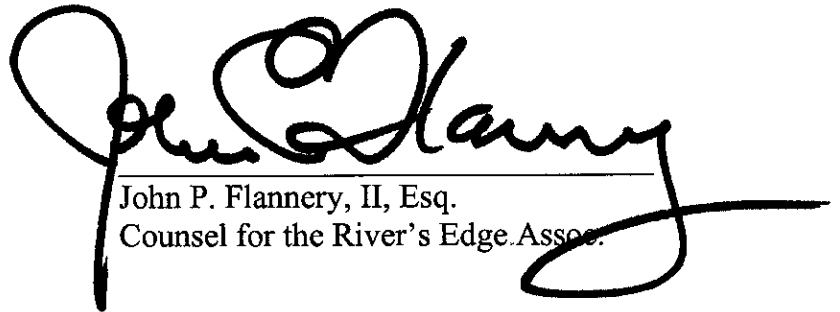
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