

December 11, 2018

Via Electronic Filing

Rosemary Chiavetta, Esquire
Secretary
PA Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

**Re: Docket No. C-2018-3006122
George Kuhns v. West Penn Power Company
Preliminary Objections of West Penn Power**

Dear Secretary Chiavetta:

Attached for filing is the Preliminary Objections of West Penn Power Company to the Complaint filed by George Kuhns, in the above captioned proceedings.

A copy of the Preliminary Objections has been provided to George Kuhns in the manner indicated on the attached Certificate of Service.

If there are any questions, please do not hesitate to contact me.

Very truly yours,

Reger Rizzo & Darnall LLP



Margaret A. Morris

MAM/lm
Attachment

cc: Aron J. Beatty, Esquire, FirstEnergy Service Company [w/enc.]
George Kuhns [w/enc.]

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

GEORGE KUHN

v.

WEST PENN POWER COMPANY

:
:
:
:
:

Docket No. C-2018-3006122

NOTICE TO PLEAD

Pursuant to 52 Pa. Code § 5.101 you are hereby notified that if you do not file a written response answering the enclosed Preliminary Objections of West Penn Power Company within **ten (10) days** from service of this Notice, the facts set forth by West Penn Power Company in the Preliminary Objections may be deemed to be true, whereby requiring no other proof. All pleadings, such as a Reply to the Preliminary Objections, must be filed with the Secretary of the Pennsylvania Public Utility Commission, with a copy to counsel for West Penn Power Company, Margaret A. Morris, Esq., and where applicable, the Administrative Law Judge presiding over the issue.

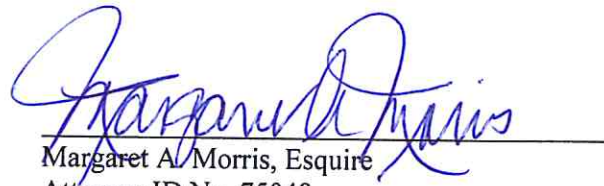
File with:

Rosemary Chiavetta, Esquire
Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building, 2 North
P.O. Box 3265
Harrisburg, PA 17105

With a copy to:

Margaret A. Morris, Esquire
Reger Rizzo & Darnall LLP
Cira Centre, 13th Floor
2929 Arch Street
Philadelphia, PA 19104

Date: December 11, 2018



Margaret A. Morris, Esquire
Attorney ID No. 75048
Reger Rizzo & Darnall LLP
Cira Centre, 13th Floor
2929 Arch Street
Philadelphia, PA 19104
(215) 495-6524 tel.
(215) 495-6600 fax
mmorris@regerlaw.com

Counsel for West Penn Power Company

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

GEORGE KUHNS	:	
	:	
v.	:	Docket No. C-2018-3006122
	:	
WEST PENN POWER COMPANY	:	

**PRELIMINARY OBJECTIONS TO THE FORMAL COMPLAINT
OF GEORGE KUHNS**

West Penn Power Company (West Penn or Company), by and through its attorneys, Reger Rizzo & Darnall LLP, pursuant to 52 Pa. Code § 5.101, hereby files its Preliminary Objection to the Formal Complaint of George Kuhns (Complainant) filed in the above-captioned proceeding.

West Penn avers the subject of the Formal Complaint is beyond the jurisdiction of the Pennsylvania Public Utility Commission (Commission) who is without subject matter jurisdiction to determine the scope of a right-of-way (ROW). The Formal Complaint includes impertinent matter in its requested relief. Therefore, West Penn requests that this Preliminary Objection be granted and that the Commission grant its Preliminary Objections, dismiss the Formal Complaint in its entirety with prejudice; and grant the Company such other relief as may be just and reasonable under the circumstances.

In support of its preliminary objections, West Penn states as follows:

I. Procedural Background

1. West Penn is an electric distribution company certificated as a public utility permitted to operate within the Commonwealth in Pennsylvania and provides residential electric service to the Complainant under Account No. 100090031293.

2. The Complainant resides at 2208 Route 31 Road, Mt. Pleasant, Pennsylvania (Service Location). He filed a Formal Complaint alleging the Company placed its facilities on his property without his permission and in violation of the executed ROW that crosses his property.

3. In its Answer and New Matter being served contemporaneously with this Preliminary Objection, West Penn denied that the Complainant is the legal owner of the property where the Company relocated its facilities.

4. Pursuant to 52. Pa. Code § 5.101, West Penn objects to the Formal Complaint on the grounds that the Commission is without subject matter jurisdiction to adjudicate whether West Penn's facilities are located pursuant to valid easement or ROW.

II. Argument

5. The Commission's Rules of Practice and Procedure permit parties to file preliminary objections. The grounds for preliminary objections are limited to those set forth in 52 Pa. Code § 5.101(a) as follows:

- (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.

6. West Penn's preliminary objection is filed pursuant to 52 Pa. Code § 5.101(a)(1), because the Complainant has alleged issues that are outside the scope of the Commission's jurisdiction. The Complainant has raised claims concerning property rights arising from the interpretation of the ROW and easement agreement with West Penn that are within the exclusive jurisdiction of the Courts of Common Pleas. Thus, that portion of the Complaint should be dismissed.

7. In ruling on preliminary objections, all well-pled allegations of material facts as well as all inferences reasonably deducible therefrom must be accepted. *Stilp v. Commonwealth*, 910 A.2d 775, 781 (Pa. Cmwlth. 2006) (*Stilp*) (citing *Dep't of Gen. Serv. v. Bd. Of Claims*, 881 A.2d 14 (Pa. Cmwlth. 2005)); accord *Complaint of Nat'l Fuel Gas Distrib. Corp. and Petition for an Order to Show Cause Why New Mountain Vantage GP, LLC And Others Acting in Concert with It Should Not Be Required to Apply for a Certificate of Public Convenience Approving the Acquisition of Control of Nat'l Fuel Gas Dist. Corp.*, Docket No. P-00072343 (Dec. 26, 2007). Conclusions of law, unwarranted factual inferences, argumentative allegations and expressions of opinion, however, need not be accepted as true. *Stanton-Negley Drug Co. v. Dep't of Pub. Welfare*, 927 A.2d 671, 673 (Pa. Cmwlth. 2007). Preliminary objections should be sustained unless it appears with certainty that the law would permit the relief requested under the facts asserted. *Stilp*, at 781.

III. ARGUMENT

8. West Penn incorporates by reference Paragraphs 1 through 7 as if fully set forth herein.

9. Specific claims in the Complaint do not allege a dispute over the provision of utility service that is within the jurisdiction of the Commission. Instead, the specific allegations are focused exclusively on averments that the Complainant's property rights have been violated as a result of the placement of West Penn's facilities.

10. The Commission only has those duties, powers, and responsibilities as expressly, or by necessary implication, given to it by the General Assembly. *Tomb v. Pa. Elec. Co.*, Docket No. C-2008-2036378, 2008 Pa. PUC LEXIS 994 (Dec. 8, 2008) (citing *Rogoff v. The Buncher Co.*, 395 Pa. 477, 151 A.2d 83 (1959)). The Commission must act within, and cannot exceed, its jurisdiction. The mere fact that a party to an action is a regulated utility does not automatically confer subject matter jurisdiction upon the Commission. *DeFrancesco v. W. Pa. Water Co.*, 499 Pa. 374, 453 A.2d 595 (1982).

11. The Commission has determined that it is not the proper forum for resolving property rights controversies. *Boczar v. PPL Elec. Utils. Corp.*, Docket No. C-20016332 (Order entered February 10, 2003); *Dengler v. Metropolitan Edison Co.*, Docket No. C-2009-2112197, 2009 Pa. PUC LEXIS 167 (Oct. 16, 2009); *Mauro v. Pa. Elec. Co.*, Docket No. C-2009-2114087 (July 15, 2010). Rather, such controversies are a matter for a court of general jurisdiction. *Perrige v. Metropolitan Edison Co.*, Docket No. C-00004110 (July 3, 2003); *Fiorillo v. PECO Energy Co.*, Docket No. C-00971088 (Sept. 15, 1999). In *Boczar*, the complainant alleged that the utility was not authorized to place electric facilities on his property. The Commission noted that the utility produced the ROW agreements for the facilities in question and concluded that it was without jurisdiction to determine property rights concerning the agreements.

12. The allegations contained in the Complaint relate to property rights and the interpretation of valid ROW and easement. The Company further avers that the facilities were placed pursuant to executed rights-of-way (ROWs) which are provided as Attachment 1. These matters, particularly the interpretation of the ROW and easement, are exclusively within the jurisdiction of the Courts of Common Pleas. A copy of the ROWs for the Complainant's property is provided as Attachment 2. Consequently, Complainant's claim must be dismissed for lack of Commission jurisdiction.

13. The Complainant has stated his dispute involves real property and the interpretation of a valid grant of ROW and easement, which are clearly outside the Commission's subject matter jurisdiction. Therefore, the Commission should grant the Company's preliminary objection pursuant to 52 Pa. Code § 5.101(a)(1).

IV. CONCLUSION

14. West Penn incorporates by reference Paragraphs 1 through 13, *supra*, as though set forth fully herein.

15. The scope of the Commission's jurisdiction over the matters raised in the Complaint is well-settled. The Commission lacks subject matter jurisdiction over questions involving claims associated with private property rights and the interpretation of a valid ROW and easement.

16. Accordingly, the Commission should enter an order, pursuant to 52 Pa. Code § 5.101, dismissing the above-captioned Complaint.

WHEREFORE, Respondent, West Penn Power Company, requests that the Formal Complaint filed by George Kuhns be stricken or denied in its entirety for lack of subject matter jurisdiction.

Respectfully submitted,

Date: December 11, 2018



Margaret A. Morris, Esq.
Attorney ID No. 75048
Reger Rizzo & Darnall LLP
Cira Centre, 13th Floor
2929 Arch Street
Philadelphia, PA 19104
(215) 495-6524 tel.
(215) 495-6600 fax
mmorris@regerlaw.com

Counsel for West Penn Power Company

Docket No. C-2018-3006122
George Kuhns v. West Penn Power Company

Attachment 1

ROWs for Company's Placed Facilities

MAY 13 9 43 AM 1980

3908

RIGHT OF WAY AGREEMENT

RECORDER OF DEEDS
WESTMORELAND COUNTY
PENNSYLVANIA

In consideration of the payment of the sum of One Dollar by West Penn Power Company, hereinafter referred to as Grantee, the receipt of which is acknowledged, and of the covenants and agreements herein contained,

(Individual(s))
Thomas J. Chisholm and Jacqueline K. Chisholm

ack

~~XXXXXXXXXX~~

hereinafter referred to as Grantor(s), (do/does) grant and convey unto Grantee, a right of way or easement to construct, operate, maintain, repair, renew and remove an electric energy system or systems, consisting of such trenches, vaults, conduits, cables, wires, poles, guys, anchors, concrete pads, transformers, cable pedestals, terminal compartments, service connections, and other fixtures and apparatus, as Grantee may at any time deem necessary or proper, upon, over, under and across the land of Grantor(s) known as The Laurelwood Subdivision

Plan of Lots, and recorded in the Recorder's Office of _____ County in Plan Book Vol. _____, page _____, or upon, over, under and across the parcel of land, title to which vested in Grantor(s) by Deed of record in the Recorder's Office of Westmoreland County in Deed Book Vol. _____, page _____, said plan of

lots or parcel of land being situate in Mt. Pleasant (~~Co. Borough~~ * See below / Township), Westmoreland County, Pennsylvania, and upon, over, under and across the roads, streets, alleys and ways within and adjacent to said plan of lots or parcel of land, the location of said system or systems being substantially as shown on Grantee's Drawing

No. DB-146 44A, attached hereto and made a part hereof. Grantee shall have the right to use and to permit others to use said right of way or easement and the facilities comprising the electric energy system or systems for the purpose of furnishing telephone, telegraph, other communication systems, television and electric street lighting.

Grantee is also granted the right of passage over land of Grantor(s) by foot or vehicle, for the purpose of exercising the rights herein granted.

Grantor(s) (agrees/agree) not to construct any buildings or structures over, create any hazard or obstruction to, or to interfere with Grantee's use of said electric energy system or systems. Grantee is granted the right to remove any trees, shrubbery, roots, fences or other obstructions that may interfere or threaten to interfere with said electric energy system or systems by such methods as it may determine, and shall not be liable for any damage within the right of way or easement to trees, shrubbery, roots, obstructions, fences or other property caused by the operation, maintenance, repair, renewal or removal of said electric energy system or systems.

This agreement expresses the entire agreement between the parties and shall be binding upon and inure to the benefit of both parties, their heirs, successors and assigns, the parties hereto agreeing to be legally bound.

IN WITNESS WHEREOF, the Grantor(s) (has/have) caused this agreement to be properly executed this _____ day of April 15, 1980.

- * Deed Book 2329 - Page 652 to Larry Golobish, et. al.
- Deed Book 2340 - Page 855 to m/m Thomas Chisholm
- Deed Book 2351 - Page 777 to m/m Larry Golobish

WITNESS:

Samuel P. Bair, Sr.

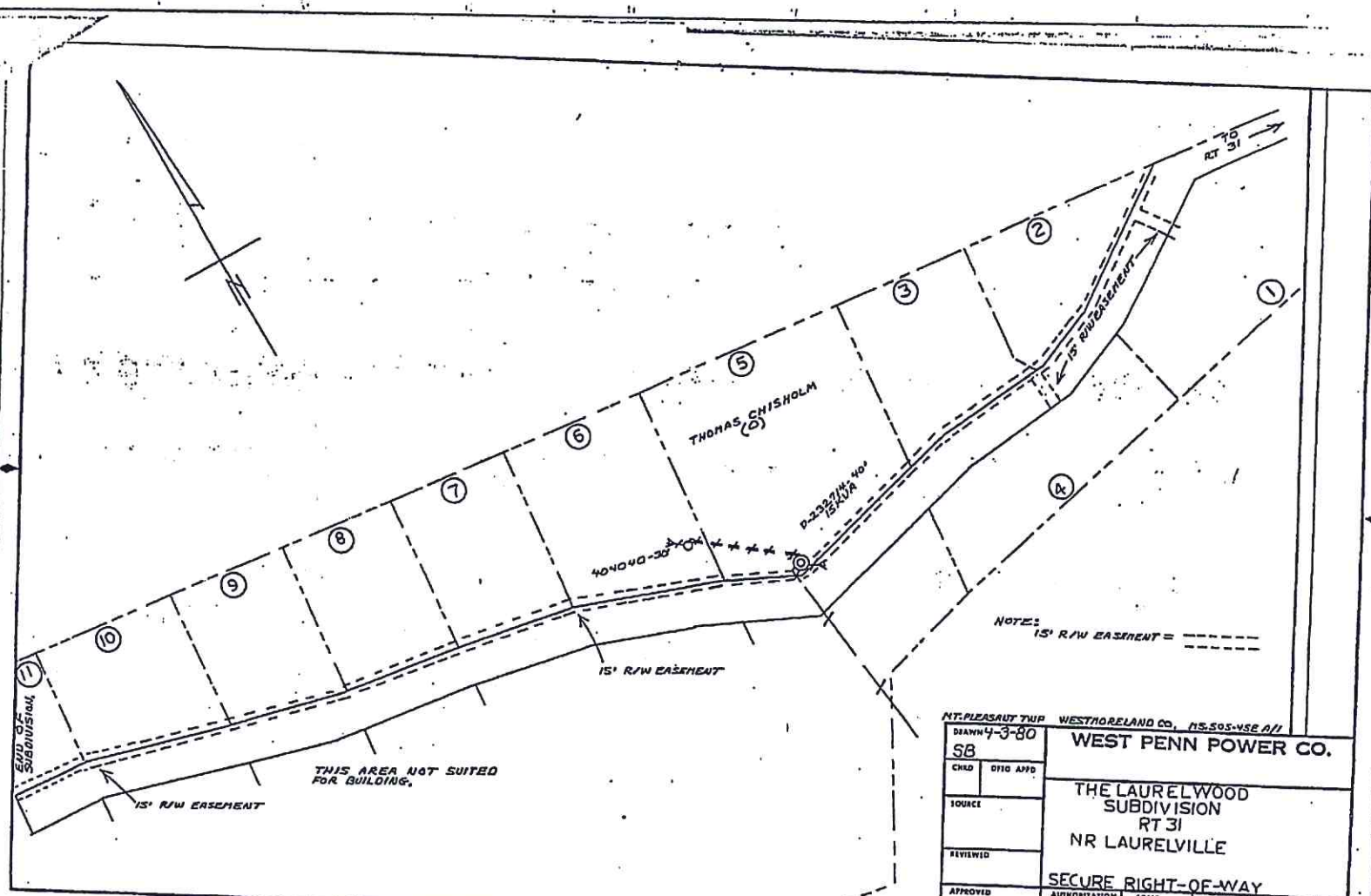
Thomas J. Chisholm
THOMAS J. CHISHOLM
Jacqueline K. Chisholm
JACQUELINE K. CHISHOLM

ATTEST:

~~XXXXXXXXXX~~

REALTY
APR 30 1980
By: ~~XXXXXXXXXX~~

Address of Grantor (s): Star Route, Box 82, Mt. Pleasant, Pa. 15666



NOTES
15' R/W EASEMENT = - - - - -

MT. PLEASANT TWP		WESTMORELAND CO., PA. 505-USE A/I	
DRAWN 4-3-80		WEST PENN POWER CO.	
CHKD	DTG APPD	THE LAURELWOOD SUBDIVISION	
SOURCE		RT 31	
REVIEWED		NR LAURELVILLE	
APPROVED		SECURE RIGHT-OF-WAY	
DATE	AUTHORIZATION	SCALE	DRAWING NUMBER
WO-20964		1"=100'	08-14644-A

SHEET OF

COMMONWEALTH OF PENNSYLVANIA)
: SS
COUNTY OF FAYETTE)

On the 15 day of APRIL, 1980, before me,
the undersigned Notary Public, personally appeared THOMAS J. CHISHOLM AND
JACQUELINE K. CHISHOLM H/W,
known to me (or satisfactorily proven) to be the person S whose nameS
subscribed to the within instrument and acknowledged that THEY executed the same for
the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Samuel P. Bair, Sr.
Notary Public

SAMUEL P. BAIR, SR. Notary Public
BOROUGH OF SCOTSDALE, WESTMORELAND COUNTY, PA.
MY COMMISSION EXPIRES
NOVEMBER 20, 1982



COMMONWEALTH OF PENNSYLVANIA)
: SS
COUNTY OF)

On the _____ day of _____, 19____, before me,
the undersigned Notary Public, personally appeared _____,
who acknowledged himself to be the _____ President of _____,
a corporation, and that he as such _____ President, being authorized to do so, executed the
foregoing instrument for the purposes therein contained by signing the name of the corporation by
himself as _____ President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

RIGHT OF WAY AGREEMENT

City _____

THOMAS J. CHISHOLM ET UX _____

to

WEST PENN POWER COMPANY

Date April 15, 1980 _____

Township Mt. Pleasant _____

County Westmoreland _____

Authorization WO-20964 _____

Line The Laurelwood Subdivision _____

Real Estate Department
West Penn Power Company
Cabin Hill
Greensburg, Pennsylvania 15601

MAY 13 9 43 AM 1980

3909

RIGHT OF WAY AGREEMENT RECORDER OF DEEDS
WESTMORELAND COUNTY
PENNSYLVANIA

In consideration of the payment of the sum of One Dollar by West Penn Power Company, hereinafter referred to as Grantee, the receipt of which is acknowledged, and of the covenants and agreements herein contained, (Individual(s))
Larry Golobish and Albert Martinoski

hereinafter referred to as Grantor(s), (do/does) grant and convey unto Grantee, a right of way or easement to construct, operate, maintain, repair, renew and remove an electric energy system or systems, consisting of such trenches, vaults, conduits, cables, wires, poles, guys, anchors, concrete pads, transformers, cable pedestals, terminal compartments, service connections, and other fixtures and apparatus, as Grantee may at any time deem necessary or proper, upon, over, under and across the land of Grantor(s) known as The Laurelwood Sub-Division

Plan of Lots, and recorded in the Recorder's Office of Westmoreland County in Plan Book Vol. _____, page _____, or upon, over, under and across the parcel of land, title to which vested in Grantor(s) by Deed of record in the Recorder's Office of _____ County in Deed Book Vol. _____, page _____, said plan of

lots or parcel of land being situate in Mt. Pleasant (Township), Westmoreland County, Pennsylvania, and upon, over, under and across the roads, streets, alleys and ways within and adjacent to said plan of lots or parcel of land, the location of said system or systems being substantially as shown on Grantee's Drawing

No. DB-14644-A, attached hereto and made a part hereof. Grantee shall have the right to use and to permit others to use said right of way or easement and the facilities comprising the electric energy system or systems for the purpose of furnishing telephone, telegraph, other communication systems, television and electric street lighting.

Grantee is also granted the right of passage over land of Grantor(s) by foot or vehicle, for the purpose of exercising the rights herein granted.

Grantor(s) (agrees/agree) not to construct any buildings or structures over, create any hazard or obstruction to, or to interfere with Grantee's use of said electric energy system or systems. Grantee is granted the right to remove any trees, shrubbery, roots, fences or other obstructions that may interfere or threaten to interfere with said electric energy system or systems by such methods as it may determine, and shall not be liable for any damage within the right of way or easement to trees, shrubbery, roots, obstructions, fences or other property caused by the operation, maintenance, repair, renewal or removal of said electric energy system or systems.

This agreement expresses the entire agreement between the parties and shall be binding upon and inure to the benefit of both parties, their heirs, successors and assigns, the parties hereto agreeing to be legally bound.

IN WITNESS WHEREOF, the Grantor(s) (has/have) caused this agreement to be properly executed this _____ day of April 15, 19 80.
Deed Book 2329 - Page 652 to Larry Golobish, et. al.
Deed Book 2340 - Page 855 to M/M Thomas Chisholm
Deed Book 2351 - Page 777 to M/M Larry Golobish

WITNESS:

Samuel P. Bair, Sr.

Larry Golobish
LARRY GOLOBISH
Barbara M. Golobish
BARBARA M. GOLOBISH
Albert Martinoski
ALBERT MARTINOSKI
Patricia Martinoski
PATRICIA MARTINOSKI

XXXXXXXX

XXXXXXXX

RECORDED
MAY 13 1980
REC'D
APR 30 1980

Address of Grantor (s): Star Route, Box 81, Mt. Pleasant, Pa. 15666

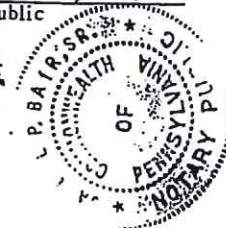
COMMONWEALTH OF PENNSYLVANIA)
: SS
COUNTY OF FAYETTE)

On the 15 day of APRIL, 1980, before me,
the undersigned Notary Public, personally appeared LARRY GOLOBISH & BARBARA GOLOBISH, H/W,
AND ALBERT MARTINOSKI & PATRICIA MARTINOSKI H/W,
known to me (or satisfactorily proven) to be the persons whose names
subscribed to the within instrument and acknowledged that THEY executed the same for
the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Samuel P. Bair, Sr.
Notary Public

SAMUEL P. BAIR, SR. Notary Public
BOROUGH OF SCOTTDALE, WESTMORELAND COUNTY, PA.
MY COMMISSION EXPIRES
NOVEMBER 30, 1984



COMMONWEALTH OF PENNSYLVANIA)
: SS
COUNTY OF)

On the _____ day of _____, 19____, before me,
the undersigned Notary Public, personally appeared _____,
who acknowledged himself to be the _____ President of _____,
a corporation, and that he as such _____ President, being authorized to do so, executed the
foregoing instrument for the purposes therein contained by signing the name of the corporation by
himself as _____ President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

RIGHT OF WAY AGREEMENT

LARRY GOLOBISH ET UX.

ALBERT MARTINOSKI ET UX.

to

WEST PENN POWER COMPANY

Date April 15, 1980

Township Mt. Pleasant

County Westmoreland

Authorization WO-20964

Line The Laurelwood Subdivision

Real Estate Department
West Penn Power Company
Cabin Hill
Greensburg, Pennsylvania 15601

Docket No. C-2018-3006122
George Kuhns v. West Penn Power Company

Attachment 2

ROWs for Complainant's Property

RECORDED
JEANNE C. BRITTON

JUN 5 9 07 AM 1980

RECORDER OF DEEDS
WESTMORELAND COUNTY
PENNSYLVANIA

4633

RIGHT OF WAY AGREEMENT

In consideration of the payment of the sum of One Dollar by West Penn Power Company, hereinafter referred to as Grantee, the receipt of which is acknowledged, and of the covenants and agreements herein contained,
Larry Golobish and Albert Martinoski (Individual(s))

hereinafter referred to as Grantor(s), (do/does) grant and convey unto Grantee, a right of way or easement to construct, operate, maintain, repair, renew and remove an electric energy system or systems, consisting of such trenches, vaults, conduits, cables, wires, poles, guys, anchors, concrete pads, transformers, cable pedestals, terminal compartments, service connections, and other fixtures and apparatus, as Grantee may at any time deem necessary or proper, upon, over, under and

across the land or Grantor(s) known as The Laurelwood Sub-Division

Plan of Lots, and recorded in the Recorder's Office of Westmoreland County in Plan Book Vol. _____, page _____, or upon, over, under and across the parcel of land, title to which vested in Grantor(s) by Deed of record

in the Recorder's Office of _____ County in Deed Book Vol. _____, page _____, said plan of

lots or parcel of land being situate in Mt. Pleasant ~~City/Township~~ Westmoreland County, Pennsylvania, and upon, over, under and across the roads, streets, alleys and ways within and adjacent to said plan of lots or parcel of land, the location of said system or systems being substantially as shown on Grantee's Drawing

No. DB-14703-S, attached hereto and made a part hereof. Grantee shall have the right to use and to permit others to use said right of way or easement and the facilities comprising the electric energy system or systems for the purpose of furnishing telephone, telegraph, other communication systems, television and electric street lighting.

Grantee is also granted the right of passage over land of Grantor(s) by foot or vehicle, for the purpose of exercising the rights herein granted.

Grantor(s) (agrees/agree) not to construct any buildings or structures over, create any hazard or obstruction to, or to interfere with Grantee's use of said electric energy system or systems. Grantee is granted the right to remove any trees, shrubbery, roots, fences or other obstructions that may interfere or threaten to interfere with said electric energy system or systems by such methods as it may determine, and shall not be liable for any damage within the right of way or easement to trees, shrubbery, roots, obstructions, fences or other property caused by the operation, maintenance, repair, renewal or removal of said electric energy system or systems.

This agreement expresses the entire agreement between the parties and shall be binding upon and inure to the benefit of both parties, their heirs, successors and assigns, the parties hereto agreeing to be legally bound.

IN WITNESS WHEREOF, the Grantor(s) (has/have) caused this agreement to be properly executed this 8th day of May, 19 80.
Deed Book 2329 - Page 652 to Larry Golobish, et al.
Deed Book 2340 - Page 855 to M/M Thomas Chisholm
Deed Book 2351 - Page 777 to M/M Larry Golobish

WITNESS:

Samuel P. Bair, Jr.

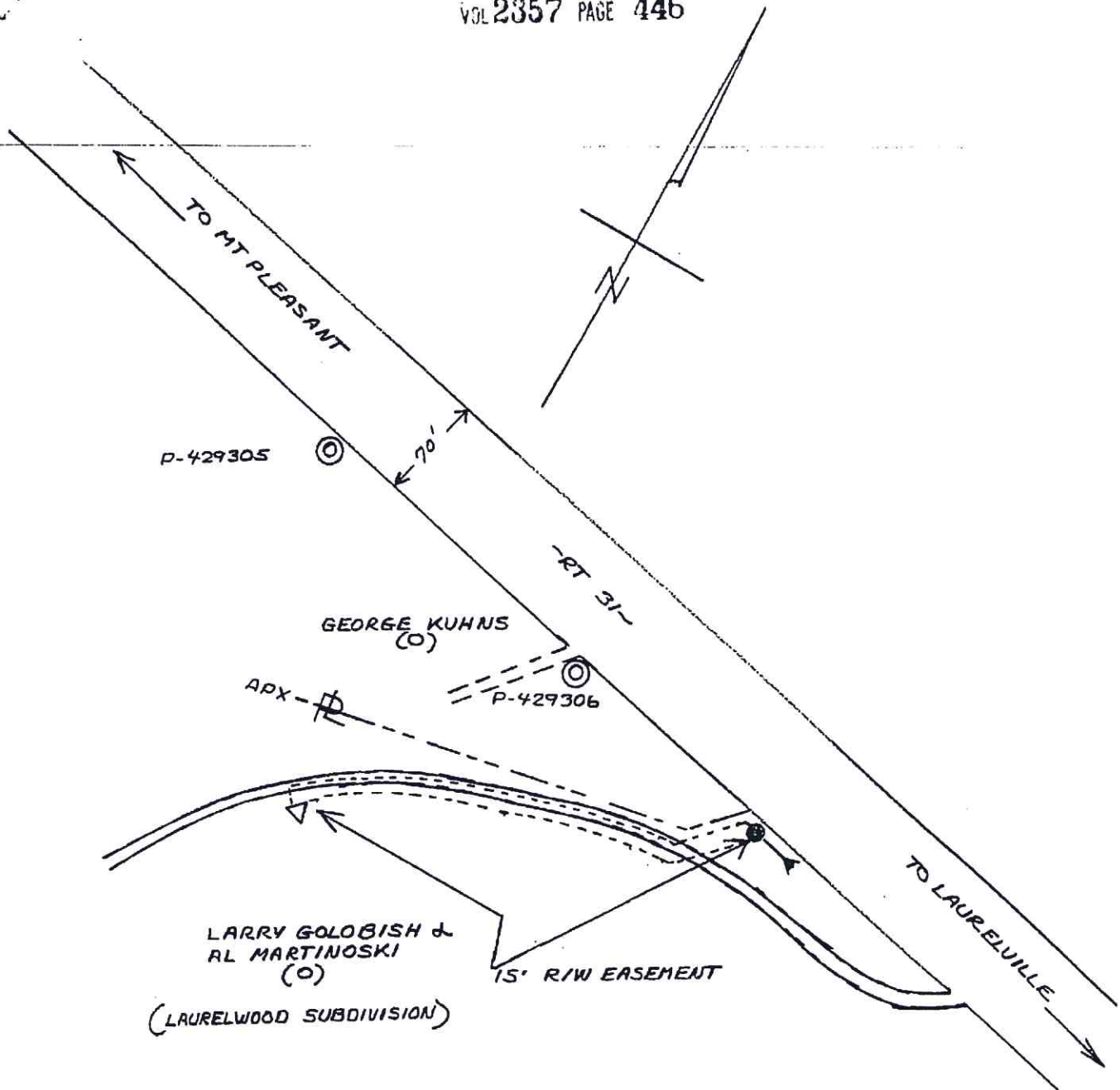
Larry Golobish
Barbara Golobish
LARRY GOLOBISH
BARBARA GOLOBISH

ATTEST:
TAX
00.01

Albert Martinoski
Patricia C. Martinoski
ALBERT MARTINOSKI
PATRICIA MARTINOSKI

SECRETARY

Address of Grantor (s): Star Route, Box 81, Mt. Pleasant, Pa. 15666



NOTE: - - - - 15' R/W EASEMENT,
 ● — TERMINATION POLE.

MT PLEASANT TWP.

WESTMORELAND CO.

MS. 50S-45E A11

SOURCE	WEST PENN POWER CO. LAURELWOOD SUBDIVISION ~ RT 31 NR LAURELVILLE ~ SECURE RIGHT OF WAY	DRAWN 5-8-80	DB-14703-S REV
REVIEWED		SB	
APPROVED		CHKD DFTG APPD	
DATE		SCALE 1" = 100'	
		AUTHORIZATION MCO-8838.57	

COMMONWEALTH OF PENNSYLVANIA)
: SS
COUNTY OF WESTMORELAND)

On the 8TH day of MAY, 1980, before me,
the undersigned Notary Public, personally appeared LARRY GOLOBISH AND BARBARA
GOLOBISH, H/W, ALBERT MARTINOSKI AND PATRICIA MARTINOSKI, H/W,
known to me (or satisfactorily proven) to be the person S whose name S
subscribed to the within instrument and acknowledged that THEY executed the same for
the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Samuel P. Bair, Sr.
Notary Public

SAMUEL P. BAIR, SR. Notary Public
BOROUGH OF SCOTTDALE, WESTMORELAND COUNTY, PA.
MY COMMISSION EXPIRES
NOVEMBER 30, 1981



COMMONWEALTH OF PENNSYLVANIA)
: SS
COUNTY OF _____)

On the _____ day of _____, 19____, before me,
the undersigned Notary Public, personally appeared _____,
who acknowledged himself to be the _____ President of _____,
a corporation, and that he as such _____ President, being authorized to do so, executed the
foregoing instrument for the purposes therein contained by signing the name of the corporation by
himself as _____ President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

RIGHT OF WAY AGREEMENT



Larry Golobish et ux.

&
Albert Martinoski

to

WEST PENN POWER COMPANY

Date May 8, 1980

Township Mt. Pleasant

County Westmoreland

Authorization 221-8838 57

Line Laurelwood Subdivision

Real Estate Department
West Penn Power Company
Cabin Hill
Greensburg, Pennsylvania 15601

OH to Pole # 470712
RIGHT OF WAY AGREEMENT

In consideration of the payment of the sum of One Dollar by West Penn Power Company, a corporation of the Commonwealth of Pennsylvania, the receipt of which is acknowledged, and of the covenants and agreements hereinafter mentioned, I/we, grantor or grantors herein, do grant unto the said West Penn Power Company, a right of way or easement to construct, operate, repair, maintain, remove and rebuild a portion of an electric transmission system consisting of such poles, wires, cables, telephone wires, anchors, guys and fixtures as the said West Penn Power Company may deem necessary, including the right from time to time to install additional wires, cables, telephone wires and fixtures, over and upon land situate in

MT. PLEASANT Township, WESTMORELAND County, Pennsylvania,
adjoining properties of LARRY & BARBARA GOLOBISH - ALBERT & PATRICIA
MARTINOSKI

West Penn Power Company is also granted the right to cross land of grantors, including roads, if any, by foot or vehicle for the purpose of exercising this easement. West Penn Power Company is also granted the right to cut, trim and remove all trees and control undergrowth that may interfere with or threaten to interfere with the said transmission system by such methods as West Penn Power Company may determine; and grantors agree not to construct any buildings under or create any hazard or to interfere with the Company's full and proper use of the said transmission system. West Penn Power Company shall have the right to permit other companies to attach wires and cables to the poles erected hereunder, and to lease, sell, assign and transfer any part or all of the rights hereunder to a telephone company, telegraph company or other company, for the purpose of furnishing telephone, telegraph, television or electric service. Poles or other facilities erected hereunder may, without further consideration, be relocated to conform to new or re-established highway limits.

West Penn Power Company agrees to pay all damages to grantors' property, including fence and crop damage, caused by the operation, additions to, repairing, maintaining, removing and rebuilding of said transmission system, provided notice in writing is given to the said company within thirty (30) days after such damage occurs.

Power lines to run along route 31 and not through any part of property.

This document expresses the entire agreement between the parties and it shall be binding upon and inure to the benefit of both parties, their heirs, successors and assigns, the parties hereto agreeing to be legally bound by it.

Signed, sealed and delivered this 30 day of APRIL, 1980

WITNESSED:

Michael J. Kial

x George W. Kunus (SEAL)
GEORGE W. KUNUS

x Sandra R. Kunus (SEAL)
SANDRA R. KUNUS

(SEAL)

Address of grantors RD #1 STAR ROUTE MT. PLEASANT 15666

RIGHT OF WAY AGREEMENT

Name GEORGE W. KUHN'S AND SANDRA R. KUHN'S

Auth. MCO 2238.57 360.1LR

LAURELWOOD SUBDIVISION, RT 31, MC LAURELVILLE,

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF _____) : ss

On this, the ___ day of _____, 19___, before me, the undersigned officer, personally appeared _____

known to me (or satisfactorily proven) to be the person _____ whose name _____ subscribed to the within instrument and acknowledged that ___ he ___ executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires:

Notary Public (SEAL)

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF _____) : ss

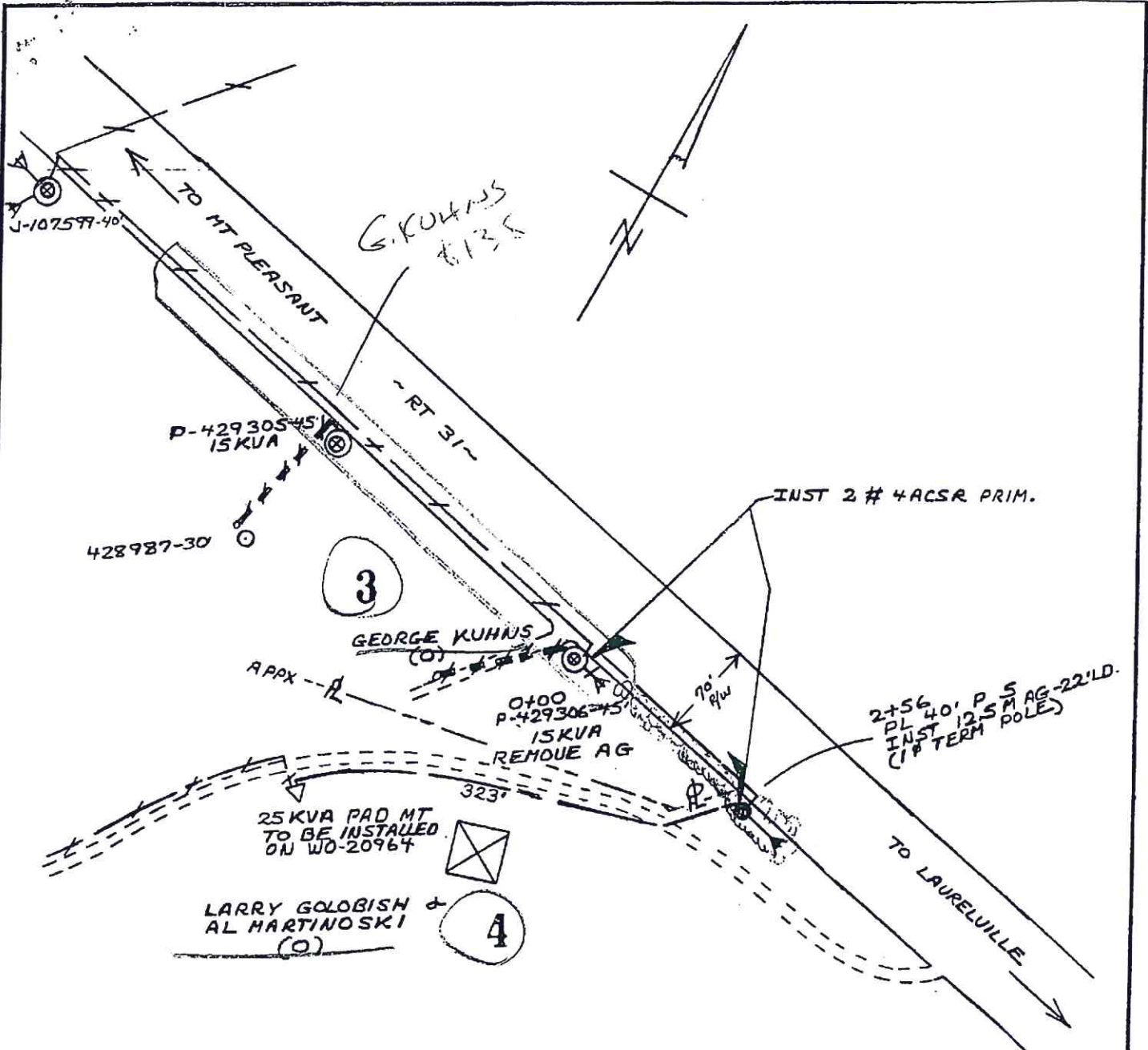
On this, the ___ day of _____, 19___, before me, the undersigned officer, personally appeared _____

known to me (or satisfactorily proven) to be the person _____ whose name _____ subscribed to the within instrument and acknowledged that _____ he _____ executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires:

Notary Public (SEAL)



NOTE: PROPOSED UNDERGROUND PRIMARY TO BE #2-ISKU CABLE.
 TRENCHING & BACKFILL TO BE PROVIDED BY CUSTOMER.
 CLEAR R/W FOR PRIMARY - LEAVE FIREWOOD 4' & REMOVE OBST.

FINAL PRINT

MT PLEASANT TWP.		WESTMORELAND CO.		MS 505-45E A/I		
SOURCE	WEST PENN POWER CO. Rel 5-6-80 m/j			DRAWN	5-6-80	
REVIEWED	LAURELWOOD SUBDIVISION			SB	DB-14703-S	
APPROVED	~RT 31 NR LAURELVILLE~			CHKD		DFTG APPD
DATE	REARRANGE FEEDER			SCALE		1" = 100'
				AUTHORIZATION		MCO. 8838.57
						REV

Pole # 429306

RIGHT OF WAY AGREEMENT

In consideration of the payment of the sum of One Dollar by West Penn Power Company, a corporation of the Commonwealth of Pennsylvania, the receipt of which is acknowledged, and of the covenants and agreements hereinafter mentioned, we, grantor or grantors herein, do grant unto the said West Penn Power Company, a right of way or easement to construct, operate, repair, maintain, remove and rebuild a portion of an electric transmission system consisting of such poles, wires, cables, telephone wires, anchors, guys and fixtures as the said West Penn Power Company may deem necessary, including the right from time to time to install additional wires, cables, telephone wires and fixtures, over and upon land situate in

mt. Pleasant Township, Westmoreland County, Pennsylvania, adjoining properties of Rt. 31 - Ste. 340 to 345 - Donald Cunningham

West Penn Power Company is also granted the right to cross land of grantors, including roads, if any, by foot or vehicle for the purpose of exercising this easement. West Penn Power Company is also granted the right to cut, trim and remove all trees and control undergrowth that may interfere with or threaten to interfere with the said transmission system by such methods as West Penn Power Company may determine; and grantors agree not to construct any buildings under or create any hazard or to interfere with the Company's full and proper use of the said transmission system. West Penn Power Company shall have the right to permit other companies to attach wires and cables to the poles erected hereunder, and to lease, sell, assign and transfer any part or all of the rights hereunder to a telephone company, telegraph company or other company, for the purpose of furnishing telephone, telegraph, television or electric service. Poles or other facilities erected hereunder may, without further consideration, be relocated to conform to new or re-established highway limits.

West Penn Power Company agrees to pay all damages to grantors' property, including fence and crop damage, caused by the operation, additions to, repairing, maintaining, removing and rebuilding of said transmission system, provided notice in writing is given to the said company within thirty (30) days after such damage occurs.

Number of poles not to exceed 3 and number of anchors not to exceed 2.

This document expresses the entire agreement between the parties and it shall be binding upon and inure to the benefit of both parties, their heirs, successors and assigns, the parties hereto agreeing to be legally bound by it.

Signed, sealed and delivered this 14th day of May, 19 73

WITNESSED:

Walter W. Glouer

Glenn Greenbrook (SEAL)

Sara Kreisler (SEAL)

(SEAL)

(SEAL)

Address of grantors Rt. #2 mt Pleasant, Pa.

RIGHT OF WAY AGREEMENT

Name Glenn Krimbrock et al

Auth. MCO-6147.2 L.R. 360.1
George Kubus, Elected Service

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF _____ : ss)

On this, the ___ day of _____, 19___, before me, the undersigned officer, personally appeared _____

known to me (or satisfactorily proven) to be the person _____ whose name _____ subscribed to the within instrument and acknowledged that he _____ executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires:

Notary Public (SEAL)

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF _____ : ss)

On this, the ___ day of _____, 19___, before me, the undersigned officer, personally appeared _____

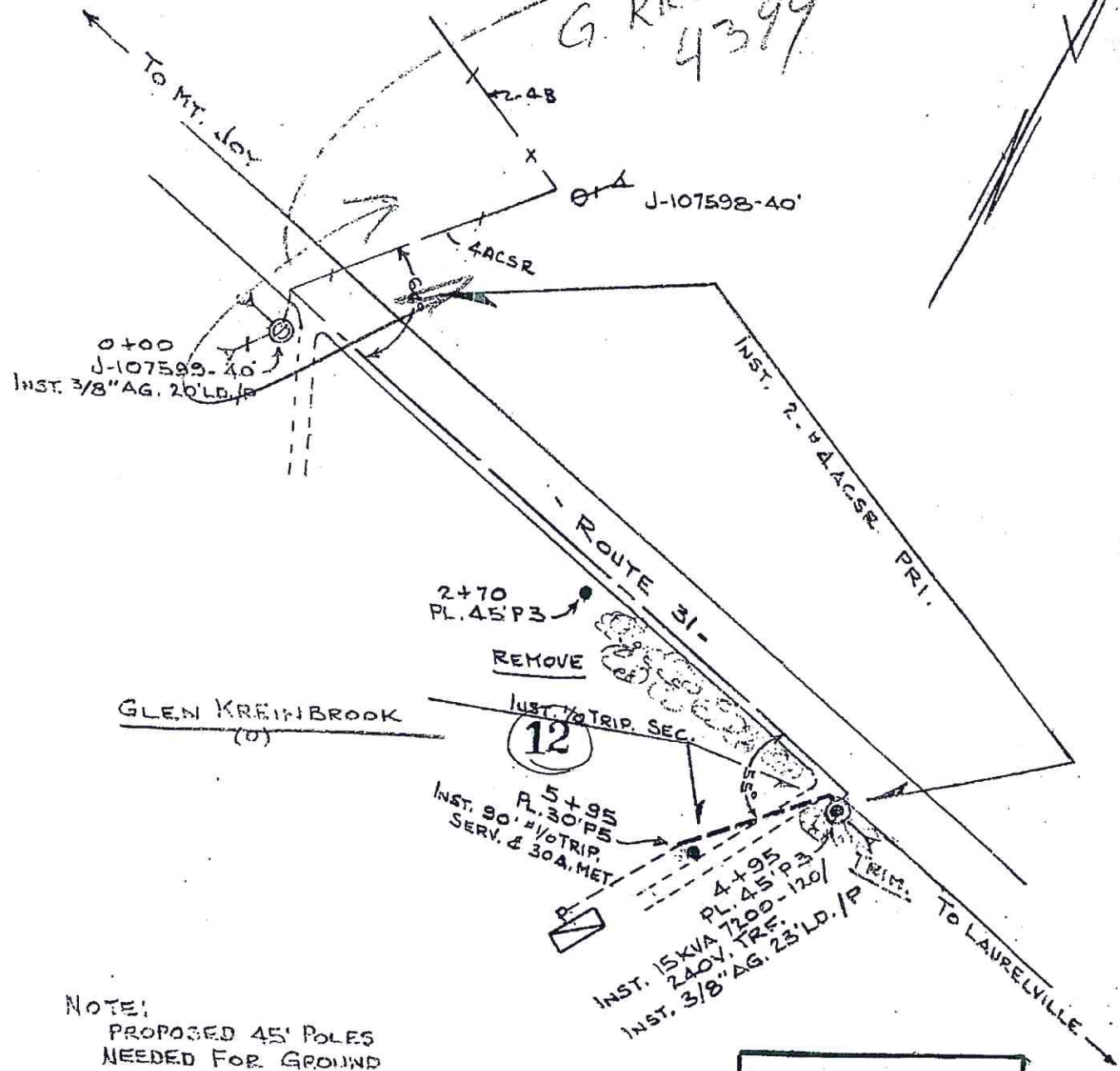
known to me (or satisfactorily proven) to be the person _____ whose name _____ subscribed to the within instrument and acknowledged that he _____ executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires:

Notary Public (SEAL)

G. KREINBROOK
4399



NOTE:
PROPOSED 45' POLES
NEEDED FOR GROUND
CLEARANCE

FINAL PRINT

Del 5-14-73

MT. PLEASANT TWP.		WESTMORELAND Co.		50S-45E A/1	
SOURCE		WEST PENN POWER CO.		DRAWN	
REVIEWED				5-11-73 DG,	
APPROVED				CHKD DFTG APPD	
DATE				SCALE	
		1"=100		AUTHORIZATION	
		MCO-6147.2		DRAWING NUMBER	
		GEORGE KUHNS (T) RT. 31. NR. LAURELVILLE EXTEND SERVICE		REV	

**Re: Docket No. C-2018-3006122
George Kuhns v. West Penn Power Company
Preliminary Objections of West Penn Power**


CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document has been served upon the following persons on the attached service list, 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

George Kuhns
2208 Route 31
Mt. Pleasant, PA. 15666

Dated: December 11, 2018



Margaret A. Morris, Esquire