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File #: 144497

December 12, 2018

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 Universal-Plum Project in Penn Hills, Monroeville, and Plum Borough, Allegheny County, Pennsylvania
Docket Nos. A-2018-3000708, A-2018-3000732, A-2018-3000733, A-2018-3000743, A-2018-3000747, A-2018-3000754, A-2018-3000755, A-2018-3000756, A-2018-3000766, A-2018-3000768 and A-2018-3000769**

Dear Secretary Chiavetta:

Enclosed please find Duquesne Light Company's Motion to Strike in the above-referenced proceedings. Copies of this Motion will be provided as indicated on the Certificate of Service.

Sincerely,

Anthony D. Kanagy

ADK/kl
Enclosures

cc: Certificate of Service
Honorable Conrad A. Johnson

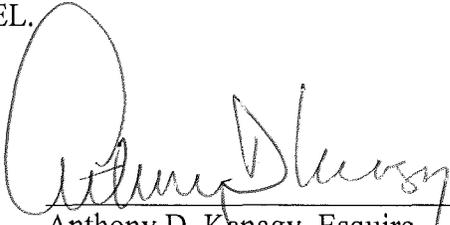
**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Application of Duquesne Light Company	:	Docket No. A-2018-3000708
filed Pursuant to 52 Pa. Code Chapter 57,	:	Docket No. A-2018-3000732
Subchapter G, for Approval of the Siting and	:	Docket No. A-2018-3000733
Construction of the 138 kV Transmission	:	Docket No. A-2018-3000743
Lines Associated with the Universal-Plum	:	Docket No. A-2018-3000747
Project in Penn Hills, Monroeville, and Plum	:	Docket No. A-2018-3000754
Borough, Allegheny County, Pennsylvania	:	Docket No. A-2018-3000755
	:	Docket No. A-2018-3000756
	:	Docket No. A-2018-3000766
	:	Docket No. A-2018-3000769

NOTICE TO PLEAD

YOU ARE HEREBY ADVISED THAT, PURSUANT TO 52 PA. CODE § 5.103(c), YOU MAY FILE A REPLY TO THE ENCLOSED MOTION WITHIN TWENTY (20) DAYS AFTER THE DATE OF SERVICE. YOUR REPLY SHOULD BE FILED WITH THE SECRETARY OF THE PENNSYLVANIA PUBLIC UTILITY COMMISSION, P.O. BOX 3265, HARRISBURG, PA 17105-3265. A COPY OF YOUR REPLY SHOULD ALSO BE SERVED ON THE UNDERSIGNED COUNSEL.

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Date: December 12, 2018

Counsel for Duquesne Light Company

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Application of Duquesne Light Company	:	Docket No. A-2018-3000708
filed Pursuant to 52 Pa. Code Chapter 57,	:	Docket No. A-2018-3000732
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Project in Penn Hills, Monroeville, and Plum	:	Docket No. A-2018-3000754
Borough, Allegheny County, Pennsylvania	:	Docket No. A-2018-3000755
	:	Docket No. A-2018-3000756
	:	Docket No. A-2018-3000766
	:	Docket No. A-2018-3000769

**MOTION OF DUQUESNE LIGHT COMPANY
TO STRIKE CERTAIN PORTIONS OF
THE TRIAL BRIEF OF OWNERS AIELLO, CARDINALE AND ASPDEN**

TO THE HONORABLE ADMINISTRATIVE LAW JUDGE CONRAD A. JOHNSON:

Duquesne Light Company (“Duquesne Light”) hereby files this Motion to Strike certain portions of the Trial Brief of Owners Aiello, Cardinale and Aspend (“Trial Brief”) pursuant to 52 Pa. Code § 5.103 of the Pennsylvania Public Utility Commission’s (“Commission”) regulations. In support thereof, Duquesne Light states as follows:

I. BACKGROUND

1. This proceeding was initiated on March 23, 2018, when Duquesne Light filed and served the Application of Duquesne Light Company for Approval of the Siting and Construction of the 138 kV Transmission Lines Associated with the Universal-Plum Project in Penn Hills, Monroeville, and Plum Borough, Allegheny County, Pennsylvania, which was docketed at Docket No. A-2018-3000708 (“Full Siting Application”).

2. Simultaneous therewith, Duquesne Light also filed ten (10) Condemnation Applications related to new rights-of-way and easements that were needed from certain property owners, which were docketed at Docket Nos. A-2018-3000732, A-2018-3000733, A-2018-

3000743, A-2018-3000747, A-2018-3000754, A-2018-3000755, A-2018-3000756, A-2018-3000766, A-2018-3000768, and A-2018-3000769 (“Condemnation Applications”).

3. Collectively, the above-referenced materials constitute the “Universal-Plum Project Applications.”

4. Landowners Marie Palombo Aiello, Antoinette Cardinale and Anna Louise Aspden (collectively the “Palombo Property Owners”) and their counsel were present at the Prehearing Conference held on June 15, 2018.

5. A Scheduling Order was issued on July 2, 2018.

6. The Palombo Property Owners submitted written Direct Testimony on August 1, 2018.

7. Evidentiary hearings were held on October 9, 2018. The Palombo Property Owners and their counsel appeared at the evidentiary hearings. The evidentiary record closed at the end of the October 9, 2018 hearing.

8. Duquesne Light filed a Motion for Protective Order on October 12, 2018, in accordance with the direction of the ALJ at the evidentiary hearing.

9. On November 26, 2018, Duquesne Light filed and served its Main Brief in the above-captioned proceeding. Duquesne Light did not receive a Main Brief from any other party and no other Main Briefs were filed with the Commission.

10. On December 10, 2018, Duquesne Light filed and served a Letter indicating it would not be filing a Reply Brief because no other party to the proceeding had served and filed a Main Brief.

11. Subsequently, Duquesne Light was informed by the Administrative Law Judge Conrad A. Johnson (the "ALJ") that counsel for the Palombo Property Owners had served the ALJ with the Trial Brief by mail on November 23, 2018.

12. Counsel for Duquesne Light did not receive the Brief mailed on November 23, 2018, and the Brief was not filed with the Commission's Secretary's Bureau.

13. As such, Duquesne Light requested that the Palombo Property Owners electronically serve Duquesne Light with the Trial Brief and that Duquesne Light be provide two weeks to file a Reply Brief responding to the Trial Brief. The ALJ requested that the Palombo Property Owners provide counsel for Duquesne Light with a copy of the Trial Brief and filed a copy of the Trial Brief by close of business on December 14, 2018.

14. On December 11, 2018, at approximately 5:08 p.m., counsel for Duquesne Light was provided with an electronic copy of the Trial Brief.

15. Pertinent to this Motion, the Trial Brief references and discloses confidential settlement negotiations between Duquesne Light and the Palombo Property. *See* Trial Brief, p. 2 (unnumbered), Paragraph 4, p. 4 (unnumbered), Paragraphs 4-6; *see also* Proposed Findings of Fact 3, 10-12.

16. Duquesne Light herein files this Motion to respectfully request that the Commission strike Paragraph 4 on unnumbered page 2 and Paragraphs 4, 5 and 6 on unnumbered page 4 of the Trial Brief, as well as Proposed Findings of Fact 3, 10-12. Duquesne Light has provided a copy of the proposed redacted Trial Brief as **Appendix A** hereto.

II. MOTION TO STRIKE

17. Duquesne Light incorporates Paragraphs 1 through 16 as though fully set forth herein.

18. As required by the Scheduling Order issued in this case, counsel for Duquesne Light and counsel for the Palombo Property Owners engaged in discussions to attempt to resolve all issues related to the proposed right-of-way traversing the Palombo Property Owners' land. However, Duquesne Light and the Palombo Property Owners were unable to reach an agreement either before or after the evidentiary hearing.

19. In Paragraph 4 on unnumbered page 2 and Paragraphs 4, 5 and 6 on unnumbered page 4 of the Trial Brief, as well as Proposed Findings of Fact 3, 10-12, the Palombo Property Owners reference and disclose specific discussions and negotiations among Duquesne Light and the Palombo Property Owners intended to resolve the proposed right-of-way traversing the Palombo Property Owners' land.

20. The discussions and negotiations referenced in Paragraph 4 on unnumbered page 2 and Paragraphs 4, 5 and 6 on unnumbered page 4 of the Trial Brief, and Proposed Findings of Fact 3, 10-12 were undertaken to resolve disputes in the current litigation and in anticipation of future litigation regarding the proposed right-of-way traversing the Palombo Property Owners' land.

21. The discussions and negotiations referenced in Paragraph 4 on unnumbered page 2 and Paragraphs 4, 5 and 6 on unnumbered page 4 of the Trial Brief, and Proposed Findings of Fact 3, 10-12 are confidential and should not be disclosed in a public brief or offered as evidence.

22. Section 5.231(d) of the Commission's regulations provides that offers of settlement are not admissible in evidence against counsel or a party claiming the privilege. 52 Pa. Code § 5.231(d).

23. In *Pa PUC, v Pennsylvanian Electric Company*, Docket Nos. Docket Nos. R-80051197, C-80072106, (Order entered December 4, 1980) the Commission stated:

The rule of evidence which excludes unaccepted settlement offers is well established and is based upon two considerations: (1) the recognition that the relevance of unaccepted proposals of settlement is limited at best; and (2) public policy favors excluding such evidence in order to foster settlements. *See Redevelopment Authority of the City of Philadelphia v Pennsylvania Electric Co.* (1979) 48 Pa. Cmwlth 68, 409 A2d 122; The Federal Rules of Evidence, Rule 408; "McCormick on Evidence," 2nd ed, § 274; "Wigmore on Evidence," Chadbourn edition, § 1061. In the instant case, we need not delve into case law in order to determine the existence or nonexistence of a privilege in administrative proceedings, for we find one clearly recognized in 1 Pa Code § 35.115. That provision, placed as it is within prehearing conference procedures, indicates that the privilege reasonably extends to any unaccepted proposals of settlement or to any discussions regarding settlement, as well as a wide variety of other matters which would expedite the proceeding. Consequently, the scope of the privileged subject matter is to be interpreted broadly. Accordingly we find that settlement negotiations are privileged, confidential and inadmissible into evidence....

24. Moreover, even if these confidential settlement negotiations were admissible, which they are not, it is well-established that parties cannot present new evidence at the briefing stage. *See, e.g., Pa. PUC v. Nat'l Fuel Gas Distrib. Corp.*, 1993 Pa. PUC LEXIS 95, at *7-10 (Order entered July 30, 1993); *Petition of the Borough of Cornwall for a Declaratory Order*, 2016 Pa. PUC LEXIS 3, at *24-26 (Jan. 6, 2016) (Recommended Decision), *adopted as modified*, Docket No. P-2015-2476211 (Order entered Aug. 11, 2016); *see also* 66 Pa. C.S. § 332(c). Accordingly, extra-record evidence in briefs is commonly stricken¹ because including

¹ *See, e.g., Trucco v. PPL Elec. Utils. Corp.*, 2002 Pa. PUC LEXIS 21, at *5 (Order entered Mar. 29, 2002) (noting that ALJ Paist "struck those portions of the Complainants' Main Brief which referenced extra-record evidence, including those various exhibits attached to that Main Brief"); *Application of Kenneth Scott Cobb, t/a Kennys Transp. Serv.*, 2012 Pa. PUC LEXIS 1802, at *24 (Nov. 16, 2012) (Initial Decision) (granting motion to strike the applicant's brief "for attempting to introduce new facts and documents into evidence not previously offered or admitted into the record at the hearing of September 5, 2012"), *became final without further action*, Docket No. A-2011-2280175 (Order entered Jan. 7, 2013); *see also* 52 Pa. Code § 5.501(a)(2) (stating that briefs

extra-record materials in a party's brief "brings up hearsay problems and problems associated with the right to respond to evidence." *Pa. PUC v. Pa. Power & Light Co.*, 1995 Pa. PUC LEXIS 190, at *232 (July 28, 1995) (Recommended Decision).

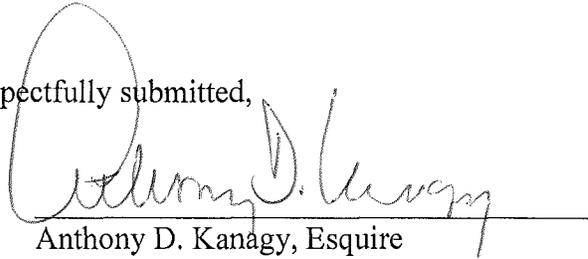
25. Based on the foregoing, the Palombo Property Owners' reference to and disclosure of the settlement negotiations by and between Duquesne Light and the Palombo Property Owners in Paragraph 4 on unnumbered page 2 and Paragraphs 4, 5 and 6 on unnumbered page 4 of the Trial Brief, and Proposed Findings of Fact 3, 10-12 is improper and should be stricken from the Complaint and removed from the public docket.

must contain "[r]eference to the pages of the record or exhibits where the evidence relied upon by the filing party appears").

III. CONCLUSION

WHEREFORE, Duquesne Light Company respectfully requests that the Pennsylvania Public Utility Commission (a) grant this Motion, (b) strike Paragraphs 4, 5 and 6 on unnumbered page 4 of the Trial Brief of Owners Aiello, Cardinale and Aspden, and (c) remove any reference to Paragraphs 4, 5 and 6 on unnumbered page 4 of the Trial Brief and Proposed Findings of Fact 3, 10-12 of Owners Aiello, Cardinale and Aspden from the public docket.

Respectfully submitted,



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Date: December 12, 2018

Counsel for Duquesne Light Company

Appendix A

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 CONSTRUCTION OF THE 138 K V) No. A-2018-3000747
TRANSMISSION LINES ASSOCIATED)
WITH THE UNIVERSAL-PLUM PROJECT)
IN PENN HILLS, MONROEVILLE, AND)
PLUM BOROUGH, ALLEGHENY COUNTY,)
PENNSYLVANIA)

TRIAL BRIEF OF OWNERS AIELLO, CARDINALE AND ASPDEN

The property owners, Maria Palombo Aiello, Antoinette Cardinale and Anna Louise Aspden, formerly known as Anna Louise Palombo (hereinafter referred to as Owners), file the following trial brief for the Administrative Law Judge's consideration.

Owners believe that the issue to be decided in this case will be determined under Sections 56.75(e)(4) and 57.76(a) of the Public Utility Code found at 52 Pa. Code.

The first subsection requires the Judge to consider the availability of reasonable alternative routes to that proposed by the applicant, Duquesne Light Company. The second subsection allows the Judge to grant the proposed right-of-way in whole or in part. It would seem, therefore, that these two sections operate together. In other words, if the Judge feels that the objections of the Owners suggest a reasonable alternative route for the applicant's right-of-way, the Judge may approve the applicant's right-of-way with the change requested by an

objecting party such as the Owners herein.

With the foregoing standards in mind, the Owners would suggest the following uncontradicted facts presented at the hearing. Please note that these facts are contained entirely within the (again uncontradicted) direct testimony submitted in writing by Antoinnette Cardinale for the Owners, and Meenah Shyu on behalf of the applicant. Accordingly, appended to this brief are both submitted testimonies.

Several months before the instant application was filed, representatives of the applicant and the Owners discussed a possible settlement of this controversy. At the initial discussion, the applicant's representative submitted Exhibit 1 to the Cardinale testimony, showing the proposed right-of-way to be located entirely along the Owners' southern boundary.

Subsequently, the applicant's representative submitted Exhibit 2 to the Cardinale testimony, which moved the proposed right-of-way to the extreme northerly edge of the Owners' property.

At this time, the parties discussed a settlement of the dispute [REDACTED] for the right-of-way located along the said extreme northerly border, as shown on Exhibit 2. The proposed settlement agreement and right-of-way was then sent to the undersigned attorney for Owners and showed the proposed right-of-way, as set forth on Exhibit 3.

Even a cursory comparison of Exhibits 1 and 2 with Exhibit 3 discloses a substantial discrepancy. Either Exhibits 1 or 2

provide for a right-of-way along an extreme border of Owners' property. Exhibit 3 proposes a right-of-way essentially splitting right through the middle of Owners' property.

The first issue that arises under 52 Pa. Code 57.75(e)(4) is that it would seem that the selection by the applicant itself of two easements along the extreme borders of the Owners' property suggests that either of these routes is just as reasonable to the applicant as the route it attempted to secure through the middle.

In contrast, taking a route directly through the middle of an owner's property as opposed to an extreme edge is obviously an overwhelming disappointment and a disruption of the owner's property.

We learn from applicant's witness Shyu's testimony the two reasons that the applicant does not want to proceed along the extreme borders.

As to the southerly border, the testimony states that the this area would involve dealing with steep slopes and otherwise difficult access. It would also involve additional construction. Witness Shyu was tasked with an estimate of the additional cost for this route, and found that to be \$445,000.

If one applies fifth-grade math to this estimated additional cost, divided by the project cost of at least \$26.2 million dollars, this would cause the applicant to incur an additional increase in cost of just less than two one-hundredths percent.

Owners would submit that this percentage of additional cost is more than reasonable if applicant is required to move their easement over these Owners' property to follow the southerly border.

Upon cross-examination, witness Shyu admitted that choosing the northerly route would actually be cheaper because it is shorter and has less terrain problems, but she did not submit an estimate for that route.

The applicant's primary reason for ignoring a thorough exploration of the northerly boundary route was because that might impact a shed on neighboring property within that route. Owners would submit that it is reasonable to suggest that any impact on that shed will easily be compensated in due course, during the condemnation proceeding. Indeed, the neighboring owners may find this to be a welcome windfall.

[REDACTED]

A final note in terms of reasonableness. If the applicant

is permitted to destroy the effective use of Owners' land by bisecting it, then applicant will certainly pay substantially more in condemnation damages than the settlements mentioned above would have produced.

In view of the foregoing, Owners submit the following proposed findings of fact and conclusions of law.

PROPOSED FINDINGS OF FACT

1. Prior to these proceedings, the applicant's representatives approached the Owners to place their power line right-of-way along the Owners' southern border.

2. While the Owners were considering this proposal, representatives of the applicant returned and stated that the right-of-way would be established along the extreme northerly border of the Owners' property.

[REDACTED]

[REDACTED]

4. Counsel for the applicant submitted an agreement for the right-of-way, purportedly in compliance with the location of the right-of-way along the Owners' northern boundary.

5. In fact, the submitted agreement for the first time, without warning, described the easement as being located directly through the center of Owners' property.

6. The applicant does not agree to relocate its right-of-way along the northerly border because this would involve an

encroachment upon neighboring property containing a shed, located within a wooded area.

7. The applicant does not agree to relocate its right-of-way along the southerly border because this would involve an additional estimated cost of \$445,000 to its project cost.

8. On page 22 of Exhibit 3 of applicant's Application, it is admitted that the entire project cost will be 26.2 million dollars.

9. The additional cost of this modification will be less than .02 percent of the project cost.

[REDACTED]

CONCLUSIONS OF LAW

1. Under 52 Pa. Code, Section 57.75(e)(4) there are two reasonable alternative routes for the applicant's easement through the Owners' property.

2. Under the Code section, 52 Pa. Code 57.76(a), this Judge may grant the applicant's proposed route in whole or in part.

3. The applicant's demand to locate its easement over the Owners' property by bisecting it is unreasonable.

4. The applicant may select to reroute its easement so that it crosses the Owners' property entirely along either the northern or southern boundary.

The applicant submits the attached Proposed Order in accordance with the foregoing findings and conclusions.

Respectfully Submitted By,

/s/ Gary Kalmeyer
Gary Kalmeyer, Esquire
Attorney for Owners

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 CONSTRUCTION OF THE 138 K V) No. A-2018-3000747
TRANSMISSION LINES ASSOCIATED)
WITH THE UNIVERSAL-PLUM PROJECT)
IN PENN HILLS, MONROEVILLE, AND)
PLUM BOROUGH, ALLEGHENY COUNTY,)
PENNSYLVANIA)

PROPOSED ORDER

AND NOW, to-wit this _____ day of _____,
2019, upon due consideration, it is hereby Ordered, Adjudged and
Decreed that:

1. As to the property of Owners, Maria Palombo Aiello,
Antoinnette Cardinale and Anna Louise Aspden, formerly known as
Anna Louise Palombo, the application for routing of the
transmission line through their property is granted in part, as
follows:

2. The applicant's route for the power line shall be
situated entirely along either the northerly or the southerly

border of the Owners' property, as applicant may decide.

BY THE COMMISSION,

Conrad A. Johnson, ALJ

CERTIFICATE OF SERVICE

I, Gary Kalmeyer, hereby certify that on the 11th day of December, 2018, I served a copy of the within trial brief on opposing counsel, Anthony D. Kanagy, Esquire, by email at akanagy@postschell.com.

/s/ Gary Kalmeyer
Gary Kalmeyer, Esquire
Owner's Attorney

CERTIFICATE OF SERVICE

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).

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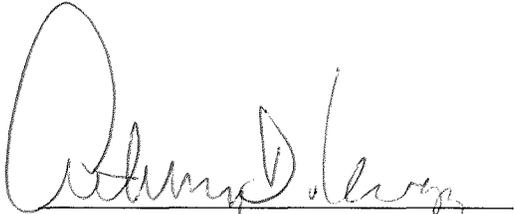
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Date: December 12, 2018



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