

**COMMONWEALTH OF PENNSYLVANIA  
BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

GLEN RIDDLE STATION, L.P.,	:	DOCKET NO. C-2020-3023129
GRS,	:	
	:	
v.	:	
	:	
SUNOCO PIPELINE L.P.,	:	
Respondent.	:	

**REPLY OF GLEN RIDDLE STATION, L.P.  
IN FURTHER SUPPORT OF ITS MOTION FOR A CONTINUANCE**

Glen Riddle Station, L.P. (“GRS”), by and through its counsel, Fox Rothschild LLP, pursuant to 52 Pa. Code § 1.15(b) and 52 Pa. Code § 5.202(c), files this Reply in further support of its (the “Continuance Motion”) for a four (4) week continuance of the hearing scheduled for May 24, 2021 and May 27, 2021 (the “Hearing”) and all remaining deadlines set forth in the ALJ’s April 16, 2021 Scheduling Order (the “Scheduling Order”). After reviewing Sunoco’s Response to its Continuance Motion (the “Response”), GRS files this brief reply to address the following: (A) GRS has not waived and cannot waive its right to seek the requested extension; (B) Sunoco failed to allege any prejudice from GRS’s requested extension and, in fact, tacitly acknowledges having contemplated such an extension; and (C) GRS does not intend to violate 52 Pa. Code § 5.243(e) and Sunoco’s assertion to the contrary is, at best, premature.

**A. GRS Has Not Waived And Cannot Waive Its Right To Seek The Requested Continuance.**

1. Although Sunoco spends pages of its Response insisting that GRS may not seek an extension because it did not “reserve” the right to do so, Sunoco identifies no law or rules to support this assertion. [See Response, generally.]

2. Sunoco asserts that it “did not accept” GRS’s reservation of the right to seek an enlargement of the time to file its surrebuttal. [Response, ¶ 4.]

3. Sunoco fails to produce any correspondence demonstrating this alleged rejection.

4. Sunoco also fails to produce any correspondence indicating that the current schedule was agreed to as “final” – as it also suggests.

5. In any event, pursuant to 52 Pa. Code § 1.15(b) and 52 Pa. Code § 5.202(c), GRS may seek a continuance and is not required to memorialize its intention to do so as part of the scheduling order, particularly where GRS was unaware of any need for an extension until it received the voluminous testimony of Sunoco.

6. That GRS advised Sunoco of its intention to potentially seek this continuance evidences GRS’s transparency.

**B. Sunoco Fails To Allege Any Prejudice Associated With The Requested Continuance.**

7. In addition to failing to allege any prejudice resulting from GRS’s requested continuance, Sunoco’s own filings suggest that Sunoco does not even intend the schedule to be “final.”

8. In its rebuttal testimony, Sunoco reserves the right to supplement its testimony based on GRS’s surrebuttal testimony and exhibits introduced in association therewith.

9. All but two of the testimonies that Sunoco submitted last week – including experts - conclude with some form of the following statement: “I may have more testimony in response to any surrebuttal testimony or exhibits produced by [GRS].” [See Rebuttal Testimony submitted by the following witnesses: Amerikaner, 18:17-19; Packer, 10:14-16; Farabaugh, 15:8-10; Noll, 18:1-3; McGinn, 13:1-3; Harrison, 14:1-3.]

10. It is Sunoco's objection to GRS's requested continuance that is gamesmanship – not GRS's request – particularly where Sunoco can identify no prejudice.

**C. GRS Does Not Intend To Violate 52 Pa. Code § 5.243(e) And Sunoco's Assertion To The Contrary Is, At Best, Premature.**

11. GRS does not intend to introduce any evidence in its surrebuttal that would violate 52 Pa. Code § 5.243(e).

12. GRS intends to rebut the expert and fact testimony offered by Sunoco.

13. To do so, GRS is compelled to present rebuttal testimony from experts in the fields set forth in its Continuance Motion.

14. Sunoco's assertion that GRS should not be permitted additional time for its surrebuttal because the surrebuttal will violate 52 Pa. Code § 5.243(e) is, at best, premature.

15. For the same reason that this Court denied Sunoco's Motion in Limine to stop GRS from including language regarding potential supplementation of the record, Sunoco's assertion that the surrebuttal testimony GRS intends to offer violates 52 Pa. Code § 5.243(e), is "premature" because "it is necessary to see what [GRS] provides in its surrebuttal testimony to see whether Section 5.243 is violated."

16. In fact, in denying the Motion in Limine the Court suggested "it is possible that any violations could be remedied by a modification of the procedural schedule but that will not be known until such violations occur, if they occur." [Id.]

17. GRS will present testimony rebutting the opinion testimony first offered by Sunoco in its voluminous submission. This is proper rebuttal testimony. See 66 Pa.C.S.A. § 332 (explaining that a party is entitled to submit rebuttal evidence "as may be required for a full and true disclosure of the facts.")

**WHEREAS**, GRS respectfully requests that the Commission exercise its discretion to postpone the proceedings as requested in the Continuance Motion. 52 Pa. Code § 5.202(c).

Respectfully submitted,

**FOX ROTHSCHILD LLP**

May 18, 2021

By:



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**CERTIFICATE OF SERVICE**

I hereby certify that, on May 18, 2021, I served a true and correct copy of the foregoing Reply upon the persons listed below and by the methods set forth below, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a party):

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