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File #: 166570

September 5, 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

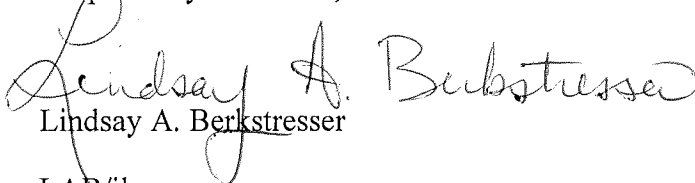
**Re: Application of Transource Pennsylvania, LLC Filed Pursuant to 52 Pa. Code Chapter 57, Subchapter G, for Approval of the Siting and Construction of the 230 kV Transmission Line Associated with the Independence Energy Connection - East Project in Portions of York County, Pennsylvania
Docket No. A-2017-2640195**

**Application of Transource Pennsylvania, LLC Filed Pursuant to 52 Pa. Code Chapter 57, Subchapter G, for Approval of the Siting and Construction of the 230 kV Transmission Line Associated with the Independence Energy Connection - West Project in Portions of Franklin County, Pennsylvania
Docket No. A-2017-2640200**

Dear Secretary Chiavetta:

Enclosed for filing is the Answer of Transource Pennsylvania, LLC to the Motion to Compel of Stop Transource Franklin County in the above-referenced proceeding. Copies will be provided as indicated on the Certificate of Service.

Respectfully submitted,


Lindsay A. Berkstresser

LAB/jl
Enclosures

Rosemary Chiavetta, Secretary
September 5, 2018
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cc: Certificate of Service
Honorable Elizabeth Barnes
Honorable Andrew M. Calvelli

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Application of Transource Pennsylvania, LLC :
filed Pursuant to 52 Pa. Code Chapter 57, : Docket Nos. A-2017-2640195 and A-
Subchapter G, for Approval of the Siting and : 2017-2640200
Construction of the 230 kV Transmission Line :
Associated with the Independence Energy :
Connection-East & West Projects in Portions :
of Franklin and York Counties, Pennsylvania :

**ANSWER OF TRANSOURCE PENNSYLVANIA, LLC
TO THE MOTION TO COMPEL OF STOP TRANSOURCE FRANKLIN COUNTY**

Transource Pennsylvania, LLC ("Transource PA") hereby submits this Answer to The Motion to Compel of Stop Transource Franklin County ("STFC") at Docket Nos. A-2017-2640195 and Docket No. A-2017-2640200, pursuant to 52 Pa. Code § 5.342(g)(1). For the reasons explained herein, STFC's Motion to Compel should be dismissed.

I. BACKGROUND

On April 18, 2018, STFC served its first set of interrogatories ("Set I Interrogatories") and requests for production of documents ("Requests for Production") on Transource PA.

On April 30, 2018, Transource PA filed objections to certain of the requests in STFC's Set I Interrogatories and Requests for Production.

On May 9, 2018, Transource PA, without waiving its objections, served responses to STFC's Set I Interrogatories, Nos. 1-5, 12-17, and 19-21 and Requests for Production, Nos. 1-30. These answers included responses to all of the questions that are the subject of STFC's Motion to Compel.

On May 14, 2018, counsel for STFC informed counsel for Transource PA that STFC anticipated it would know by May 17, 2018 whether any motion practice would be necessary concerning the responses that were served on May 9, 2018.

Transource PA served the responses to Set I Interrogatories, No. 6-11 and 18 on June 11, 2018.

On June 27, 2018, counsel for STFC contacted counsel for Transource PA to express what, in STFC's view, were deficiencies in the answers provided by Transource PA. Despite informing Transource PA that it would know by May 17, 2018 whether there were any issues with the responses served on May 9, 2018, STFC waited approximately 6 weeks from the date the responses were served to inform Transource PA that STFC did not believe that the answers provided were sufficient.

On July 10, 2018, both parties conducted a phone conference to discuss the discovery issues, at which time Transource PA agreed to supplement its initial discovery responses without waiver of its objections filed April 30, 2018.

Transource PA submitted its supplemental responses to STFC on July 27, 2018.

On August 23, 2018, counsel for STFC requested additional time until August 31, 2018 to file its motion to compel. As of the date of this answer, no additional interrogatories or requests for production have been requested by STFC.

On August 31, 2018, STFC filed its Motion to Compel with respect to certain requests in its Set I Interrogatories and Requests for Production.

II. LEGAL STANDARD

Pursuant to Section 5.321(c), a party may obtain discovery of any matter not privileged that is relevant to a pending proceeding and that is reasonably calculated to lead to the discovery of admissible evidence. 52 Pa. Code § 5.321(c). The Commission's regulations place certain limitations on the scope of discovery. Discovery that would cause unreasonable burden, expense, or delay, or that would cause the answering party to undertake an unreasonable investigation is prohibited. 52 Pa. Code § 5.361(a)(2), (4). *See City of Pittsburgh v. Pa. PUC*,

526 A.2d 1243 (Pa. Cmwlth. 1987). In addition, in a non-rate proceeding, a party is not required to undertake a special study or analysis that has not been performed in order to answer a discovery request. 52 Pa. Code § 5.361(a)(2), (4). The Commission's regulations further prohibit discovery of "draft versions of written testimony or exhibits, whether or not final versions of the testimony or exhibits are offered into evidence." 52 Pa. Code § 5.323(a) (emphasis added).

III. ARGUMENT

A. Request for Production No. 5

STFC's Request for Production No. 5 requested the following:

All documents that refer to, relate to, or constitute in any way Investigation Materials pertaining to the Project Study Area.

Transource PA objected to this request as overly broad, irrelevant, and unlikely to lead to the discovery of admissible evidence. This request also overlapped with Request for Production Nos. 2, 3, and 11. While maintaining its objections, Transource PA responded to this request by producing those responsive documents that would not require an unreasonable search. The response included the final Wetland Delineation Report for the Rice Substation, soil boring logs, and wetland delineation forms (filed under STFC 01D-03 with Attachments), and all of the field data collected by the siting team during the siting process (filed under STFC 01D-02 with Attachments), and the Plan of Study submitted to the USFWS for the Indiana and Northern-long eared bats (STFC 01D-11 with Attachments). In addition, in its supplemental response, Transource PA indicated that some of the reports were in the process of being completed and it would provide copies of the reports when they are final. Also included in the supplemental response were additional wetland delineation forms, soil boring logs, and the property boundary survey completed at that time (filed under STFC 01D-03 with Attachments).

In its Motion to Compel, STFC argues that the response to Request for Production No. 5 is insufficient.

1. Draft Survey Reports

STFC states that Transource PA should be required “right now to produce documents and materials in its possession that are responsive to RPD No. 5.” Transource PA has provided the documents that have been finalized up to the date of STFC’s Motion that are responsive to this request, and will continue to do so as additional analysis is completed. STFC appears to be asking that Transource PA be required to provide draft copies of the reports before they are final. It is not reasonable to require Transource PA to provide incomplete reports as they are being drafted. Among other disadvantages, producing draft reports before they are complete would disclose Company strategy and litigation preparation activities. Moreover, draft reports may not contain all the information that would be required prior to filing with the appropriate federal or state agency.

It is not reasonable to require a party to provide drafts of documents when the party has agreed to provide the final documents after they have been completed, reviewed, and submitted to the appropriate agency. It would create substantial confusion to require a Company to provide drafts of documents that may change before the final document is produced, and then have every change be subject to review about why the change was made. This could be particularly confusing to agencies that will ultimately review and approve the reports. Notably, the partially-completed analysis may lead to unjustified assumptions or conclusions simply because they are not based on sufficiently complete information and completed analysis. There is no countervailing need for STFC to receive the requested materials prior to their completion.

The Company anticipates that the final survey reports will be exhibits in this proceeding. Section 5.323(a) specifically prohibits discovery of “draft versions of written testimony or

exhibits, whether or not final versions of the testimony or exhibits are offered into evidence.” 52 Pa. Code § 5.323(a).

Transource PA has agreed to produce the final reports when they become available and should not be ordered to produce the draft reports before they are final.

2. Confidential PHMC Information

STFC also states in its Motion to Compel that Transource PA should be required to provide data related to archaeological resources from the Pennsylvania Historic and Museum Commission (“PHMC”). During the parties’ phone conference on July 10, 2018, Transource PA explained to STFC that the information provided by the PHMC is confidential and Transource PA has agreed not to disclose the information to any party without permission from the PHMC.

The terms of the Cultural Resource Geographic Information System (CRGIS) are as follows:

1. System Description. Cultural Resource Geographic Information System (CRGIS) is an electronic map-based inventory of Pennsylvania's historic and archaeological sites and surveys maintained by the Pennsylvania Historical and Museum Commission (PHMC). The CRGIS contains information on approximately 20,000 archaeological sites and 113,000 historic properties ("System"). Access to archaeological site information is confidential and only available to cultural resource professionals who meet the Secretary of the Interior's Professional Qualification Standards with a specialty in prehistoric, historic and/or under water archaeology or geomorphology.
2. License. You (“User”) acknowledge that the information contained within this site shall remain the exclusive intellectual property of the Commonwealth of Pennsylvania, acting through the Pennsylvania Department of Transportation (PennDOT) and the Pennsylvania Historical and Museum Commission (PHMC) (collectively the “COMMONWEALTH”). The Commonwealth grants to User a non-exclusive and non-transferable limited license to access the historic properties and survey information (“COMMONWEALTH PROPERTY”) contained within the site. Please be advised that the Commonwealth reserves the right to charge a fee for access to Commonwealth Property contained in this System. However, Users will be notified in advance of any such change. [...] ¹

¹ See Pennsylvania Historical & Museum Commission CRGIS Portal: <https://www.dot7.state.pa.us/CRGIS>, which has been provided to STFC as STFC 01D-05 Attachment 1 and is attached hereto as “Appendix A.”

Transource PA further explained that STFC could obtain the information upon receiving consent from the PHMC per the terms outlined in the User License Agreement.

The Protective Order in this proceeding does not justify or require disclosure of the PHMC information unless and until STFC obtains permission from the PHMC to access this information. The Protective Order, in fact, actually provides explicitly that some information requested in this proceeding may be of such a highly sensitive nature that it cannot be disclosed at all to certain parties. See Protective Order entered March 14, 2018, Paragraph 19 (“Any party may, by subsequent objection or motion, seek further protection with respect to **CONFIDENTIAL** or **HIGHLY CONFIDENTIAL CEII**, including, but not limited to, total prohibition of disclosure or limitation of disclosure only to particular parties.”) The information provided by the PHMC contains the specific location of archaeological and historic resources. This highly sensitive information could be harmful if publically released, is not Transource PA’s information to disclose without PHMC’s permission, and justifies the heightened protection as provided for in the Protective Order.

STFC has not shown that it could register with PHMC and obtain the information in question on its own. PHMC has stringent requirements to access the information in question, as described in the User License Agreement cited above. STFC cannot circumvent those requirements by obtaining the information from Transource PA instead of satisfying the appropriate process to obtain the information from PHMC. However, Transource PA is not asking STFC to do this (to register with PHMC and obtain the information directly from the Commonwealth’s agency) – but merely that STFC obtain permission from PHMC for Transource to give the information to STFC. STFC has not explained if it has asked PHMC for

this permission, and Transource PA should not be required to disclose PHMC's confidential information without PHMC's consent.

Transource PA maintains that the information requested is confidential information provided by PHMC, and Transource PA is required to abide by the agreement with PHMC by not releasing the information to any party who has not obtained permission from the PHMC. The Company further notes that the information is of negligible value to STFC and is not reasonably calculated to lead to the discovery of admissible evidence. The Company will shortly provide a supplemental discovery response that further clarifies that in fact the IEC Project does not affect any archeologically sensitive resources.

STFC's Motion to Compel with respect to Request for Production No. 5 should be denied.

B. Request for Production No. 26

STFC's Request for Production No. 26 requests the following:

All documents that refer or relate to the location of all water wells that are hydrologically connected to the proposed right-of-way.

Transource PA objected to this request as overly broad, irrelevant, and unlikely to lead to the discovery of admissible evidence. Without waving its objection, Transource provided information that was readily available in response to the question, i.e. that Transource was not aware of any water wells within the proposed right-of way.

In its Motion to Compel, STFC argues that Transource PA's response is insufficient and does not answer the question asked, i.e. whether any water wells are hydrologically connected to the proposed right-of-way. In connection with the filing of this response to STFC's Motion, the Company will shortly file a supplemental response that clarifies that the Company is not aware

of any water wells hydrologically connected to the proposed right-of-way, and that it has not conducted the analysis requested.

C. Interrogatory No. 16

Interrogatory No. 16 requests:

Describe and identify all of the efficiency projects that AEP and GPE “annually manage” and what is the dollar amount of those efficiency projects as referenced by Ms. Simmons on P. 9, line 19.

Transource PA provided the following response to Interrogatory No. 16:

Please refer to Ms. Simmons’ testimony at page 9, line 19. The statement indicating that AEP and GPE annually manage more than \$2 billion in projects and have extensive experience in projects of a magnitude comparable to the Independence Energy Connection Project refers to transmission projects in general, and is not limited to market efficiency projects. General information about these projects, which varies over time, is available publically, for example, at [<http://aeptransmission.com/>].

In its Motion to Compel, STFC argues that Transource PA’s response is insufficient and does not answer the question asked. However, STFC’s question mischaracterizes the referenced testimony of Ms. Simmons, as explained in the answer provided by Transource PA. The referenced testimony states as follows: “Combined, AEP and GPE annually manage more than \$2 billion in projects and have extensive experience in projects of magnitude comparable to the IEC Project.” (Statement No. 1, p. 9, line 19). This testimony is not limited specifically to market efficiency projects. The testimony refers to characteristics of the IEC Project for which, once constructed, the project is no different in its management or operation from other comparable transmission lines built to address reliability or some other need. For purposes of the testimony quoted in the question, the Company makes no distinction on how it manages the transmission projects referenced in the testimony. Transource PA’s response to Interrogatory No. 16 clarifies this point. Transource PA provided an appropriate response to the question asked in Interrogatory No. 16.

IV. VERIFICATIONS

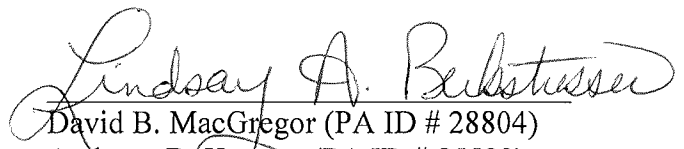
Transource agrees to provide the verifications requested by STFC by September 6, 2018.

V. CONCLUSION

WHEREFORE, Transource Pennsylvania, LLC respectfully requests that STFC's Motion to Compel be denied.

Respectfully submitted,

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Date: September 5, 2018

Attorneys for Transource Pennsylvania, LLC

Appendix A

From: Everard, Robert
To: Laurie M. Spears
Subject: [EXTERNAL] Fwd: RE: PHMC CRGIS disclaimer
Date: Thursday, May 03, 2018 1:47:51 PM
Attachments: image001.png

This is an EXTERNAL email. STOP. THINK before you CLICK links or OPEN attachments. If suspicious please forward to incidents@aep.com for review.

Here some more....

Sent from my iPhone

Begin forwarded message:

From: "Gottsfeld, Andrew" <agottsfeld@burnsmcd.com>
Date: May 3, 2018 at 1:14:36 PM EDT
To: "Fulmer, John" <jfulmer@burnsmcd.com>, "Everard, Robert" <reverard@burnsmcd.com>
Cc: "Harris, Brandy M" <bmharris@burnsmcd.com>
Subject: RE:

This is the terms and conditions for CRGIS.

See 2 a in red below....

"User agrees that it will not post or distribute the COMMONWEALTH PROPERTY online in a data warehouse or post the COMMONWEALTH PROPERTY anywhere without the express written permission of the Commonwealth."

TERMS AND CONDITIONS

1. System Description. Cultural Resource Geographic Information System (CRGIS) is an electronic map-based inventory of Pennsylvania's historic and archaeological sites and surveys maintained by the Pennsylvania Historical and Museum Commission (PHMC). The CRGIS contains information on approximately 20,000 archaeological sites and 113,000 historic properties ("System"). Access to archaeological site information is confidential and only available to cultural resource professionals who meet the Secretary of the Interior's Professional Qualification Standards with a specialty in prehistoric, historic and/or under water archaeology or geomorphology.

2. License. You ("User") acknowledge that the information contained within this site shall remain the exclusive intellectual property of the Commonwealth of Pennsylvania, acting through the Pennsylvania Department of Transportation (PennDOT) and the Pennsylvania Historical and Museum Commission (PHMC) (collectively the "COMMONWEALTH"). The Commonwealth grants to User a non-exclusive and non-transferable limited license to access the historic properties and survey information ("COMMONWEALTH PROPERTY") contained within the site. Please be advised that the Commonwealth reserves the right to charge a fee for access to Commonwealth Property contained in this System. However, Users will be notified in advance of any such change.

The right to electronically access and display COMMONWEALTH PROPERTY retrieved from the System is subject to the following terms and conditions:

- a. Restrictions. The COMMONWEALTH PROPERTY contains copyrighted material, trade secrets, and other proprietary material owned by the Commonwealth. To protect the Commonwealth, User acknowledges and agrees that the COMMONWEALTH PROPERTY is proprietary and may not be modified, sold, sublicensed, or distributed in any way, and may not be used to create derivative works based upon the COMMONWEALTH PROPERTY. User also agrees that he or she will not decompile, reverse engineer or decode the System, in whole or in part.

User agrees that it will not post or distribute the COMMONWEALTH PROPERTY online in a data warehouse or post the COMMONWEALTH PROPERTY anywhere without the express written permission of the Commonwealth.

User further agrees to guard the COMMONWEALTH PROPERTY with the same diligence with which it guards its own proprietary information.

Except as provided herein, User may not use the COMMONWEALTH PROPERTY or retrieve COMMONWEALTH PROPERTY from the System in any fashion that infringes the copyrights or other interests therein. In addition, USER may not use or intermix COMMONWEALTH PROPERTY with any third party's intellectual property.

User may not remove or obscure the copyright notice or other notices contained in or retrieved from the System.

User shall cite to the Pennsylvania Historical and Museum Commission's Cultural Resource Geographic Information System (CRGIS) as a source of site information when using data from CRGIS in any publication, report or presentation.

As stated in the Data Quality Statement below, sites viewed in the System may not include precise boundaries because of various sources

- of mapped data. Therefore, User agrees not to use site boundary information for engineering purposes without field verification.
- b. Access to the System. COMMONWEALTH PROPERTY and features may be added or withdrawn from the System or otherwise changed without notice.
 - c. Indemnification. User shall indemnify, hold harmless, and defend (if requested) the Commonwealth, PennDOT and the PHMC and all of their officers, agents, employees, from and against any and all claims, demands, suits, losses, damages, actions or fees (including attorneys' fees) of any kind whatever, character, name or description caused by, in connection with, resulting from or arising out of User's access to and use of the System.
 - d. No Warranties. The Commonwealth makes no warranties that User's access to use of the COMMONWEALTH PROPERTY will be error free or successful. The Commonwealth makes and User receives no warranty, express or implied, and there are expressly excluded all warranties of merchantability and fitness for a particular purpose.
 - e. Choice of Laws. This license shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania and with the intellectual property laws of the United States of America.
 - f. Government Rights. It is understood that certain funding may have been provided or used for the development of the System by the Federal government. Accordingly, the rights to Works or Patentable Items of Contractors or subcontractors hereunder will be further subject to government rights as set forth in 37 C.F.R. Section 401, and other applicable statutes.
 - g. Miscellaneous. These terms and conditions may be changed from time to time by the COMMONWEALTH and shall become effective immediately upon written or electronic notice to User. User's access may be terminated immediately upon notice to the COMMONWEALTH that the User does not accept the changes. The COMMONWEALTH may also terminate User's access to the System for breach of this Agreement or suspend or discontinue providing access to the System to User without notice and pursue any other remedy legally available to enforce compliance with any of User's obligations hereunder.

Except as otherwise provided herein, all notices and other communications are deemed to have been properly given to User if provided electronically or in writing deposited in the U.S. mail.

The failure of the COMMONWEALTH to enforce any provision hereof shall not constitute or be construed as a waiver of the COMMONWEALTH'S right to enforce it at a later time.

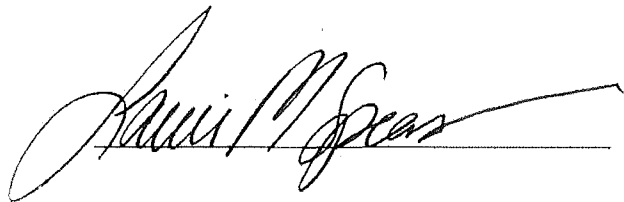
The User may not assign his or her rights or delegate use of his or her

User ID and password to the System without the prior written consent of
the COMMONWEALTH.

VERIFICATION

I, Laurie M. Spears, being the Transmission Asset Strategy Manager at American Electric Power hereby state that the facts above set forth 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.

Date: 9/5/18

A handwritten signature in cursive script, appearing to read "Laurie M. Spears", is written over a horizontal line.

CERTIFICATE OF SERVICE
Docket Nos. A-2017-2640195 & A-2017-2640200, et al.

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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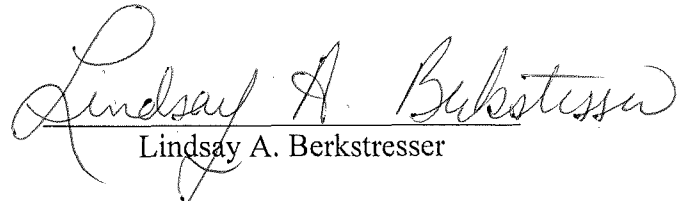
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Date: September 5, 2018


Lindsay A. Berkstresser