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May 22, 2017

VIA ELECTRONIC FILING

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

Re: *West Goshen Township v. Sunoco Pipeline L.P.*
Docket No. C-2017-2589346

Dear Secretary Chiavetta,

Enclosed please find Sunoco Pipeline L.P.'s Motion for Judgment on the Pleadings in the above referenced case. Copies have been served on all parties of record in accordance with the Certificate of Service.

Thank you for your attention to this matter, and please do not hesitate to contact me with any questions or concerns.

Very truly yours,

Frank L. Tamulonis

Frank L. Tamulonis

Enclosures

cc: As per Certificate of Service
Honorable Elizabeth Barnes (*via email and first class mail*)

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

WEST GOSHEN TOWNSHIP,

Complainant

v.

SUNOCO PIPELINE L.P.

Respondent

Docket No. C-2017-2589346

NOTICE TO PLEAD

TO: West Goshen Township

The attached Motion for Judgment on the Pleadings of Sunoco Pipeline L.P. (“SPLP”) has been filed with the Pennsylvania Public Utility Commission in the above-captioned proceeding. If you wish to respond to the Motion, you must, pursuant to the provisions of 52 Pa. Code § 5.102, take action within twenty (20) days after this Motion is served by filing a response with the Secretary of the Pennsylvania Public Utility Commission and serving a copy of that response upon all parties of record. You are warned that if you fail to do so, the case may proceed without you and an order or a judgment may be entered against you by the Commission without further notice.

File with:

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street – Filing Room
2nd Floor North
Harrisburg, PA 17105

With a copy to:

Christopher A. Lewis, Esq.
Frank L. Tamulonis, Esq.
Michael Montalbano, Esq.
Blank Rome LLP
One Logan Square
Philadelphia, PA 19103

Date: May 22, 2017

Christopher A. Lewis

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Counsel for Sunoco Pipeline L.P.

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

WEST GOSHEN TOWNSHIP,	:	
	:	
Complainant	:	Docket No. C-2017-2589346
	:	
v.	:	
	:	
SUNOCO PIPELINE L.P.	:	
	:	
Respondent	:	
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**SUNOCO PIPELINE L.P.’S
MOTION FOR JUDGMENT ON THE PLEADINGS**

Sunoco Pipeline L.P. (“SPLP”), by and through the undersigned counsel, and pursuant to Section 5.102(a) of the Pennsylvania Public Utility Commission’s (the “Commission’s”) regulations, 52 Pa. Code § 5.102, files this Motion for Judgment on the Pleadings.

In this proceeding, Complainant West Goshen Township (the “Township”) claims to have the right to block the construction of a critically important public utility facility (“Valve 344”) associated with a 350-mile public utility pipeline project known as Mariner East 2. If the Court were to grant the Township its requested relief, then a local municipality would possess the unilateral authority to regulate the construction of a public utility project that was expressly approved by the Commission pursuant to the PUC’s exclusive jurisdiction to regulate public utility facilities. SPLP did not cede such authority to the Township in the Settlement Agreement, nor may the Commission construe the Settlement Agreement to confer such authority.

SPLP’s Motion should be granted because: (1) the plain and unambiguous language of the Settlement Agreement does not prohibit SPLP from locating the Valve 344 outside the “SPLP Additional Acreage”, where SPLP now proposes to located the Valve; (2) the plain and

unambiguous language of the Settlement Agreement does not require the consent of the Township to locate Valve 344 outside of the “SPLP Additional Acreage”, as the Township contends here; (3) SPLP has complied with the terms of Section II and Section IV of the Settlement Agreement; (4) as a matter of law, the Commission may not rewrite the Settlement Agreement and set aside the terms on which sophisticated parties agreed; (5) to the extent the Township claims that any information provided to it by SPLP was inaccurate or misleading, the parties agreed to and included in the Settlement Agreement itself the specific remedy that the Township would be permitted to pursue, which does not include the Amended Complaint; and (6) the relief requested by the Township is against public policy because, as a matter of law, local townships in Pennsylvania have no legal authority to dictate the location of public utility facilities.

I. STATEMENT OF FACTS

1. The Township filed a Complaint to Enforce Settlement Agreement with the PUC on February 17, 2017, followed by an Amended Complaint on March 30, 2017.

2. The Amended Complaint seeks to enforce the subject Settlement Agreement, which is attached to the Amended Complaint as Exhibit A.

3. The Settlement Agreement was filed with the Commission on May 15, 2015 and docketed at U-2015-2486071. On June 15, 2015, the Secretary of the Commission certified in accordance with Section 507 of the Public Utility Code (the “Code”), 66 Pa.C.S. § 507, that the agreement had been on file with the Commission for the thirty (30) days required by the Code for the agreement to become effective.

4. Because the Settlement Agreement is a matter of public record, and because a copy of it was attached to the Amended Complaint, the Commission may give effect to its unambiguous terms by granting a motion for judgment on the pleadings.

5. The Settlement Agreement was the product of months-long negotiation among parties represented by sophisticated counsel. In particular, the Township was represented by David Brooman, Esquire, and Kenneth Meyers, Esquire, from High Swartz LLP and the Township's solicitor, Kristin S. Camp, Esquire, of Buckley Brion McGuire & Morris LLP. Scott Rubin, Esquire, represented the Concerned Citizens of West Goshen Township (the "CCWGT").

6. The Parties structured the Settlement Agreement into five discrete Paragraphs.

7. Section I contains general background information related to the underlying litigation, which consisted of SPLP's Petition for an exemption under Section 619 of the Municipal Planning Code to locate a building to protect public utility facilities near Boot Road in West Goshen Township (P-2014-2411966) as well as a Formal Complaint alleging safety concerns with SPLP's proposed facilities (C-2014-2451943). The Settlement Agreement was intended to resolve this litigation and related matters. *See* Settlement Agreement, ¶ I (attached hereto as **Exhibit A**.)

8. Section II contains "Pertinent Information Provided by SPLP". In that section, SPLP stated its intent at the time of the Settlement Agreement to locate a valve (Valve 344) on a tract of land defined as the "SPLP Use Area". The "SPLP Use Area" is located on a larger tract of land defined as the "SPLP Additional Acreage" (which is the land immediately adjacent to the homes of the members of the CCWGT). Section II expressly permits SPLP to relocate Valve 344 to a site other than the "SPLP Use Area" if the Township is *notified* of the change of location and the new location is not on the "SPLP Additional Acreage". Importantly, there is no prohibition in Section II for the construction or installation of above-ground permanent facilities in West Goshen Township **outside** of the SPLP Additional Acreage. *See* Settlement Agreement, ¶ II.

9. Section III states that WGT has engaged an expert to prepare a written report as to the safety of the Mariner East 1 pipeline. The report was attached to the Settlement Agreement. *See* Settlement Agreement, ¶ III.

10. Section IV and Section V are the *only* sections in the Settlement Agreement that contain promises, covenants, and agreements of the parties. Section IV is entitled “The Parties’ Promises, Covenants and Agreements” and begins with the sentence “Based on the SPLP information recited in Section II of this Agreement, the Parties agree to make the following promises, covenants and agreements.”

11. Section V contains general provisions that the parties also specified would constitute binding promises. The lead sentence of Section V states: “In addition to the individual promises, covenants, and agreements set forth above, the Parties individually and jointly acknowledge and agree as follows....”

12. The express language and structure of the Settlement Agreement make clear that the information provided in Section II was *not* binding. Instead, only Sections IV and V contain enforceable promises and covenants.

13. In Section IV, SPLP agreed that it would not construct any pump stations or above-ground permanent public utility facilities on the “SPLP Additional Acreage”, unless it is located on the “SPLP Use Area”. This provision was further reinforced through a deed restriction, which SPLP recorded following execution of the Settlement Agreement. As with Section II, there is no prohibition in Section IV against the construction or installation of above-ground permanent facilities in West Goshen Township **outside** of the SPLP Additional Acreage, and the deed restriction applies only to the SPLP Additional Acreage.

14. Finally, in subsection “2.d” of Section IV, the parties expressly addressed what would happen if SPLP deviated from the plans described in Section II. In subsection IV.2.d,

the parties agreed that if SPLP did *not* construct and operate the facilities as described in Section II, the Township would be free to file or join in a complaint against the safety of SPLP's service or facilities with the Commission or any other federal, state or local government agency.

15. Thus, as set forth in the unambiguous language of the Settlement Agreement and reinforced through its carefully crafted structure, the parties struck a simple bargain: SPLP preserved its right as a public utility to locate the valve anywhere within West Goshen Township *except* for the SPLP Additional Acreage that surrounded the SPLP Use Area; the Township, in turn, preserved its right to challenge the safety of the location if SPLP did not site the valve as described in Section II.

16. In January 2017, SPLP submitted plans to the Township regarding the installation of Valve 344. *See* Am. Compl. ¶ 22 (attached hereto as **Exhibit B**); SPLP Answer and New Matter ¶ 26 (of New Matter) (attached hereto as **Exhibit C**).

17. The January 2017 plans proposed locating Valve 344 on a nearby 6.646-acre tract of land owned by the Janiec family identified as Parcel No. 52-3-60, which is located on the north side of Boot Road near its intersection with the U.S. Route 202 northbound on-ramp and Greenhill Road. This tract is referred to as the "Janiec Tract".¹ *See* Am. Compl. ¶ 17; SPLP Answer and New Matter ¶ 17 (of Answer).

18. There is no dispute that the "Janiec Tract" is **not** located on the "SPLP Additional Acreage". *See* SPLP Response and New Matter ¶¶ 19, 20; WGT Answer to New Matter ("WGT Response") (attached hereto as **Exhibit D**) ¶¶ 19, 20.

19. Consequently, SPLP is not prohibited by the Settlement Agreement and the concomitant deed restriction from siting the valve at this location.

¹ Although the Settlement Agreement also describes the SPLP Additional Acreage as "the former Janiec Tract", it is undisputed that the new location is Parcel No. 52-3-60, which is not on the SPLP Additional Acreage. Evidently, much of the land in that area was owned by and named after the Janiec family.

20. There is no dispute that WGT has received actual notice that SPLP proposed siting Valve 344 on the “Janiec Tract.” See SPLP Response and New Matter ¶ 24; WGT Response ¶ 24.

II. LEGAL STANDARD

21. The Commission’s regulations permit a party to move for judgment on the pleadings after the pleadings are closed. 52 Pa. Code § 5.102(a).

22. A motion for judgment on the pleadings may be granted if the applicable pleadings, depositions, answers to interrogatories and admissions demonstrate that there is no genuine issue of material fact in dispute and the moving party is entitled to judgment as a matter of law. 52 Pa. Code § 5.102(d)(1). The record of a motion for judgment on the pleadings consists of the pleadings and documents properly attached as exhibits. See *Livingston C. Barker v. PECO Energy Co.*, 2011 Pa. PUC LEXIS 795, *2 (2011) (citing *Emery v. Metzner*, 156 A.2d 627 (Pa. Super. Ct. 1959)).

23. Judgment on the pleadings should be granted in cases where the moving party’s right to prevail is so clear that a trial would be a fruitless exercise. *Kenneth E. Nein v. UGI Utilities, Inc.*, Docket No. C-2012-2298099 (Final Order, Nov. 9, 2012)(citing *Williams v. Lewis*, 446 A.2d 682 (Pa. Super. 1983)).

24. A motion for judgment on the pleadings serves judicial economy by avoiding a hearing where no factual dispute exists. The Commission is granted discretion to dismiss any complaint without a hearing if, in its opinion, a hearing is not in the public interest. 66 Pa. C.S. § 703(b); 52 Pa. Code § 5.21(d). If no factual dispute pertinent to the resolution of the case exists, a hearing is unnecessary. See *Lehigh Valley Power Committee v. Pa. Public Util. Comm’n*, 563 A.2d 557 (Pa. Commw. Ct. 1989).

25. As explained below, there are no disputed issues of fact that would prevent resolution of this Motion for Judgment on the Pleadings. For these reasons, and as more fully explained below, SPLP is entitled to judgment on the pleadings and respectfully requests that the above-captioned Amended Complaint be dismissed in its entirety with prejudice.

III. ARGUMENT

A. WGT's Claim of Breach Of Section IV.A of the Settlement Agreement Fails As A Matter Of Law Because There Is No Prohibition in Section IV.A Against Locating the Valve Outside the "SPLP Additional Acreage" And SPLP Has Otherwise Complied With Section IV.A

26. WGT alleges that SPLP breached Section IV.A of the Settlement Agreement when it prepared plans in March of 2015 to locate Valve 344 on the Janiec Tract.

27. This claim is meritless because Section IV.A contains no provision prohibiting construction or installation of above-ground permanent facilities in West Goshen Township **outside** of the SPLP Additional Acreage.

28. In Section IV.A.1 of the Settlement Agreement, SPLP covenants and agrees that, except for the "SPLP Use Area", it shall not construct or install any pump stations, VCUs or above-ground permanent public utility facilities on the "SPLP Additional Acreage" for any phase of the Mariner East Project. Settlement Agreement, ¶ IV.A.1.a.

29. SPLP's commitment not to construct any permanent above-ground public utility facilities on the "SPLP Additional Acreage" is further evidenced by a deed restriction, required by Section IV.A.1 of the Settlement Agreement, which explicitly provides that SPLP shall not construct any above-ground permanent public utility facilities on the "SPLP Additional Acreage". That deed restriction applies *only* to the "SPLP Additional Acreage" and is not applicable to any other parcels in West Goshen Township. *See* Settlement Agreement ¶ IV.A.1 and Appendix 4 to Settlement Agreement.

30. In construing the Settlement Agreement, the PUC must give effect to the intention of the parties which must be ascertained from the document itself when the terms are clear and unambiguous. *See Petition of Core Communications, Inc. for Resolution of Dispute with Verizon*, 2003 Pa. PUC LEXIS 27, *24-25 (Pa. PUC Feb. 19, 2003) (quoting *Sun Co. Inc. v. Pa. Turnpike Comm'n*, 708 A.2d 875 (Pa. Commw. 1998)).

31. Well-settled principles of contract law provide that when the terms of a contract are clear, a court will not re-write it to give it construction in conflict with the plain meaning of the language used. *See Acme Markets v. Fed. Armored Express*, 648 A.2d 1218 (Pa. Super 1994) (citing *Litwack v. Litwack*, 433 A.2d 514 (Pa. Super. 1981)).

32. Because there is no prohibition in Section IV.A against locating Valve 344 outside the “SPLP Additional Acreage”, and there is no factual dispute that SPLP is proposing to locate Valve 344 at a location outside the “SPLP Additional Acreage”, SPLP is in compliance with the clear and unambiguous terms of Section IV.A. The Township’s claim of breach of Section IV.A therefore fails as a matter of law and judgment on the pleadings should be granted in favor of SPLP.

B. The Township’s Claim That SPLP Breached Section II of the Agreement Fails as a Matter of Law Because Section II Contained No Binding Promises of the Parties

33. WGT’s Amended Complaint further alleges that SPLP breached Paragraphs II.A, II.A.2, and II.A.3 of the Settlement Agreement due to SPLP’s proposal to locate Valve 344 on the Janiec Tract without WGT’s prior consent.

34. This claim fails as a matter of law because the unambiguous and clear language of the Settlement Agreement demonstrate that the *only* binding and enforceable promises, covenants, and agreements are contained in Sections IV and V of the Settlement Agreement.

35. Section II, by contrast, contains *information* provided by SPLP in support of the Agreement that is non-binding on the parties. As a general rule, such statements provided in support of an agreement are not binding on the parties to the agreement. *See, e.g., Nelson Dairies v. Royal*, 6 Pa. D. & C. 2d 371 (Montgomery Co. Com. Pls. 1955) (informational “recitals in a contract will not control the operative clauses of the contract unless the operative clause are ambiguous. In other words, recitals ... cannot control the clearly expressed stipulations of the parties.”); *Grynberg v. F.E.R.C.*, 71 F.3d 413, 416 (D.C. Cir. 1995) (“[I]t is standard contract law that a Whereas clause, while sometimes useful to aid to interpretation, cannot create any right beyond those arising from the operative terms of the document.”).

36. In interpreting the Agreement, the PUC must read the Settlement Agreement as a whole and the various provisions must be construed harmoniously with the remaining provisions in the Agreement. *See Ramalingham v. Keller Williams Realty Group, Inc.*, 121 A.3d 1034, 1046 (Pa. Super. Ct. 2015) (The intent of the parties to a written agreement is to be regarded as being embodied in the writing itself. The whole agreement must be viewed together in arriving at contractual intent.)

37. Had the parties intended Section II to set forth binding promises, covenants, and agreements, they would have said so. Instead, they expressly avoided doing so. Indeed, if the Township’s claim were correct, SPLP’s promises in Section IV would be superfluous, as Section II could then be enforced standing alone.

38. Because Section II contains no binding promises, covenants or agreements, the Township’s claim that SPLP breached these sections fails as a matter of law, and judgment on the pleadings should be granted in SPLP’s favor.

C. The Township Cannot Bootstrap a Breach of Section IV.A by Alleging a Breach of Section II

39. Implicitly acknowledging that Section II of the Settlement Agreement contains no binding promises, the Township has attempted to bootstrap a claim of breach of Section IV.A, by noting that the parties agreed in Section IV of the Settlement Agreement that the promises, covenants, and agreements in Section IV were “[b]ased on the SPLP Information recited in Section II of this Agreement...” See Am. Compl., ¶ 26.

40. This attempted bootstrap fails, as a matter of law, for five reasons.

41. First, the plain language of the Settlement Agreement does not support the Township’s attempt to convert a recitation into a binding promise. Specifically, on its face, the statement of the Township’s reliance is not a promise by SPLP.

42. Second, as stated above, Section II does not contain the Parties’ binding promises, covenants, or agreements.

43. Third, if the Township’s argument is that the Settlement Agreement was induced by a false representation, then the appropriate remedy is to rescind the Settlement Agreement, not to re-write the Settlement Agreement by making up terms on which the parties themselves did not agree. *Wedgewood Diner, Inc. v. Good*, 534 A.2d 537, 538 (Pa. Super. Ct. 1987) (“It is a general rule that a person defrauded in a sales or other contract has a choice of remedies; he may rescind the contract and recover what he has paid, or he may affirm the contract and recover damages for the fraud and deceit practiced upon him.”).

44. Here, the Township is attempting to unlawfully re-write the Settlement Agreement to include a requirement that the Township’s consent is required to locate Valve 344 outside the “SPLP Additional Acreage.”

45. Specifically, the Township claims that SPLP breached the Settlement Agreement because “SPLP did not ask for the Township’s consent for the Valve 344 siting, nor even notify

the Township that this was under construction...” Am. Compl ¶20. As relief, the Township seeks an injunction from construction and operation of ME-2 facilities until such time that the Township and the CCWGT provide “express written consent” for the placement of Valve 344. *See* Am. Compl., Wherefore clause.

46. Contrary to the claim and the relief requested by the Township, no provision in Section II of the Settlement Agreement requires the Township’s consent to relocation of Valve 344.

47. Section II.A.2 of the Settlement Agreement states:

The pump station, the VCU and all accessory and appurtenant above-ground facilities associated with all phases of the Mariner East Project will be maintained within the present active site, Parcel No. 52-1-8-U, on which the existing Boot Road Pump Station currently operates (the “SPLP Existing Site”), except that a remote operated valve station will be constructed and maintained on SPLP’s adjacent 4.42 acre property, Parcel No. 52-0-10-10.1, also known as the former Janiec Tract, (the “SPLP Additional Acreage”). The proposed location of such valve station on the SPLP Additional Acreage is depicted on the map attached hereto as Appendix 1 and incorporated by reference (the “SPLP Use Area”). *SPLP intends to construct the valve station in the general area depicted on the map attached hereto as Appendix 1. If due to engineering constraints, SPLP is unable to construct the valve station in the SPLP Use Area, SPLP will **notify** WGT. Nothing in this Settlement Agreement constitutes an authorization or agreement for SPLP to construct the valve station in any location on the SPLP Additional Acreage other than in the SPLP Use Area.*

Settlement Agreement, ¶ II.A.2 (emphasis added).

48. The clear and unambiguous language of Section II of the Settlement Agreement states only that SPLP will *notify* the Township if the valve station is relocated; notably, there is no requirement that the Township *consent* to the relocation.²

² Just as the Township has misconstrued Section II.A.2 of the Settlement Agreement, it has similarly distorted and misread Section II.A.3. That provision of the Settlement Agreement states:

49. It is undisputed that the Township has received actual notice of the change of location, *see* ¶ 20, *supra*,³ and it would be pointless for the Commission to require SPLP to provide additional notice of the relocation of the valve.

50. Finally, the Township’s attempt to bootstrap a violation of Section IV of the Settlement Agreement through the claimed breach of Section II fails because the Settlement Agreement itself expressly contemplated that SPLP might not construct and operate the public utility facilities in the manner described in Section II.

51. Rather than making a modification of the plans a breach of the Settlement Agreement, as the Township now claims, the Settlement Agreement itself expressly states in Section IV.2.d that if SPLP failed to construct and operate the public utility facilities in the manner described in Section II, the Township would be free to file a complaint challenging the safety of the facilities that were then constructed:

As long as SPLP (i) constructs and operates facilities in WGT as described in Section II above; (ii) abides by the covenants and agreements in Section III.A.1 above; and (iii) operates in a manner consistent with the safety, design and engineering facts and information heretofore provided to WGT’s consultant, WGT agrees that it will not file or join in any complaint against the safety of SPLP’s service or facilities with the Commission or any other federal, state or local government agency or endorse or

As of the date of execution of this Agreement, SPLP has no plan or intention to construct any additional above-ground permanent utility facilities in WGT except as otherwise expressly set forth in this Agreement.

Settlement Agreement, ¶ II.A.3. The key word in Section II.A.3 is “additional.” Section II.A.3 applies to additional public utility facilities—i.e., other above-ground facilities that SPLP might construct that weren’t the subject of other express provisions of the Settlement Agreement. The valve station is a public utility facility expressly addressed in the Settlement Agreement, so it is not an “additional” facility and Section II.A.3 is inapplicable to it.

³ In the Amended Complaint, the Township also alleges that SPLP has provided no engineering justification for relocating Valve 344 from the SPLP Use Area. *See* Am. Compl. ¶21. Assuming this allegation were true, which it is not, and assuming that this provision were construed to be a binding promise, which it was not, enforcement of the provision would mean only that SPLP be required to provide the engineering justification to the Township, not that the Township be given a right of veto over the siting of the valve. The Township’s prayer for relief in the Amended Complaint does not contain a request for an engineering justification for the siting of the valve.

promote any protest or action filed by the CCWGT or any other individual or group against SPLP with respect to the safety of Mariner East for the valve station described in paragraph II.A.2 of this Agreement.

Settlement Agreement, ¶ IV.2.d.

52. The plain language of Section IV.2.d makes clear that the information in Section II is not a promise or a covenant—as the Township contends—but rather a condition precedent that controls whether the Township is permitted to file or join a complaint against the safety of SPLP’s service or facilities. If SPLP failed to meet the conditions identified in Section II, then the Township would be permitted to file or join a safety complaint; otherwise the Township is prohibited from challenging the safety of SPLP’s services or facilities.

53. If the Commission adopted the Township’s erroneous contention that Section II, standing alone, contained enforceable promises, then the reference in Section IV.2.d to the possibility that SPLP would *not* construct the facilities in accordance with Section II would make no sense.

54. Because the PUC must read the Settlement Agreement as a whole construing the various provisions harmoniously, *see Ramalingham.*, 121 A.3d at 1046, and because the Township’s contention does not make sense, the Amended Complaint must fail.

D. The Complaint Fails As A Matter Of Law Because The Relief Requested by the Township Violates the Public Utility Code and is Contrary to the Public Interest

55. The Amended Complaint fails as a matter of law for the additional reason that the that the PUC may not interpret the Settlement Agreement in a manner that violates public policy, and the relief requested by the Township violates the Public Utility Code and is contrary to the public interest.

56. In accordance with longstanding law, local townships have no legal authority to dictate the location of public utility facilities because, as repeatedly recognized by Pennsylvania

courts, such authority would offend public interest by making public utility construction and development impossible.

57. These policy concerns have been addressed by the firmly established principle that the Public Utility Commission has the exclusive and broad jurisdiction to regulate public utilities in Pennsylvania. By enacting the Public Utility Code and creating the Commission, the General Assembly sought to establish a statewide standardization of all facets of operation of public utilities under the governance of the Commission. *See City of Philadelphia v. Philadelphia Elec. Co.*, 473 A.2d 997, 1003 (Pa. 1984) (gathering cases).

58. More than 60 years ago, the Pennsylvania Supreme Court unequivocally held that the Commission is the sole regulator of public utilities and, as such, townships are excluded from regulating public utilities. In *Duquesne Light Co. v. Upper St. Clair Township*, 105 A.2d 287 (Pa. 1954), Upper St. Clair Township sought to enforce its zoning ordinance against Duquesne Light Company, a public utility. In that case, Duquesne Light was attempting to construct a new transmission line to supply electricity to a new power station. The Court upheld the lower court's grant of a preliminary injunction enjoining enforcement of the ordinance against Duquesne Light. In so doing, the Court held:

We therefore conclude that the policy of the Commonwealth in entrusting to the Commission the regulation and supervision of public utilities *has excluded townships from the same field*, and that no power in the townships to enter that area can be read into the First Class Township Law by implication. Unless the legislature has given an *express* grant of power to townships, the Commonwealth's own express policy on the subject is undiminished and supreme.

Id. at 292 (emphasis added; other emphasis in original).

59. Twelve years later, the Pennsylvania Supreme Court unequivocally reaffirmed the Commission's role as the sole regulator of public utilities. In *County of Chester v. Philadelphia Electric Co.*, 218 A.2d 331, 333 (Pa. 1966), the Court aptly noted that statewide regulations are

necessary for public utilities that traverse multiple jurisdictions within the Commonwealth, such as pipelines. In recognizing the need for conformity in regulation, the Court concluded:

The necessity for conformity in regulation and control of public utilities is as apparent as the electric lines which one views traversing the Commonwealth. If each county were to pronounce its own regulation and control over electric wires, pipelines and oil lines, the conveyors of power and fuel could be so twisted and knotted as to affect adversely the welfare of the entire state. It is for that reason that the Legislature has vested in the Public Utility Commission exclusive authority over the complex and technical service and engineering questions arising in the location, construction and maintenance of all public utility facilities.

Id.

60. In deference to this standard, Pennsylvania courts have repeatedly affirmed the PUC's role as the sole regulator of all facets of public utility construction and operation in Pennsylvania. *See Commonwealth v. Delaware and Hudson Railway Co.*, 339 A.2d 155 (Pa. Commw. Ct. 1975) (The MPC does not authorize local governments to regulate public utilities in any manner which infringes on the power of the Commission to so regulate); *City of Philadelphia v. Phila. Elect. Co.*, *supra*, (“the legislature sought to establish a statewide standardization of all facets of the operation of public utilities under the governance of the Commission); *South Coventry Township v. Phila. Elec. Co.*, 504 A.2d 368 (Pa. Commw. 1986) (noting that subjecting PECO to a miscellaneous collection of local regulations would unduly burden and indeed disable it from successfully functioning as a utility); *Newtown Twp. v. Phila. Elec. Co.*, 594 A.2d 834 (Pa. Commw. Ct. 1991) (The Public Utility Code is intended to be the supreme law of the Commonwealth in the regulation and supervision of public utilities); *PPL Elec. Utils. v. City of Lancaster*, 125 A.3d 837, 847 (Pa. Commw. Ct. 2015) (“Most importantly, we conclude that the legislature intended the Public Utility Code to preempt the field of public utility regulation”) (internal quotations omitted).

61. If the Commission granted the relief requested by the Township in the Amended Complaint, the Township would be able to block the completion of the Mariner East 2 pipeline and deny the citizens of the Commonwealth the expansion of service that the Commission itself has repeatedly approved and authorized.

62. Thus, the Amended Complaint fails as a matter of law because it requests relief – the Township’s consent to the placement of a public utility facility – that violates the public policy of prohibiting local townships from regulating public utility facilities and is contrary to the public interest.

IV. CONCLUSION

63. In short, the undisputed facts establish that SPLP has complied with the clear and unambiguous terms of the Settlement Agreement when it proposed locating Valve 344 outside the “SPLP Additional Acreage”, and it provided the Township with notice of that proposal. Nothing in the Settlement Agreement prohibits SPLP from locating Valve 344 outside the “SPLP Additional Acreage”, or requires the Township’s consent to do so, and the Commission cannot rewrite the Agreement to include such terms. Further, there is no relief that can be granted because SPLP has complied with provisions of the Settlement Agreement and the requested relief – an injunction against Mariner East 2 development in the Township absent the Township’s and CCWGT’s express written consent – blatantly violates firmly established decades-old public utility law stating that the Commission is the sole regulator of the construction of public utility facilities.

64. For all the foregoing reasons, judgment should be entered in favor of SPLP and against Complainants on Count I of the Amended Complaint.

Respectfully submitted,

BLANK ROME LLP

Christopher A. Lewis

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Counsel for Sunoco Pipeline L.P.

Dated: May 22, 2017

CERTIFICATE OF SERVICE

I hereby certify that on this 22nd day of May, 2017, pursuant to 52 Pa. Code § 1.54 I caused a true copy of the Sunoco Pipeline L.P.'s Motion for Judgment on the Pleadings to be served upon the parties listed below by electronic mail and U.S. Mail, first-class, postage prepaid, and by electronic filing with the Commission:

David Brooman, Esq.
Douglas Wayne, Esq.
High Swartz, LLP
40 East Airy Street
Norristown, PA 19404
dbrooman@highswartz.com
dwayne@highswartz.com

Honorable Elizabeth H. Barnes
PO Box 3265
Harrisburg, PA 17105-3265
ebarnes@pa.gov

Christopher A. Lewis

Counsel to Sunoco Pipeline, L.P.

Exhibit A

PENNSYLVANIA PUBLIC UTILITY COMMISSION

CERTIFICATE OF FILING

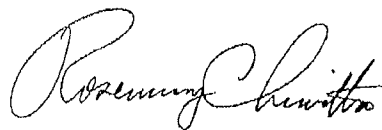
Agreement between the Township, Sunoco Pipeline LP and the local group of concern citizens of West Goshen Township.

U-2015-2486071

BY THE COMMISSION:

AND NOW, June 15, 2015, the Public Utility Commission certifies that the above, captioned contract or indenture dated May 13, 2015 has been on file with the Commission since May 15, 2015, in accordance with Section 507 of the Public Utility Code, 66 Pa. C.S. §507.

PENNSYLVANIA PUBLIC UTILITY COMMISSION



Secretary

PROPOSED SETTLEMENT AGREEMENT -- NOT FINAL UNTIL SIGNED BY ALL
PARTIES

SETTLEMENT AGREEMENT

This Agreement is made by, between, and among Sunoco Pipeline, L.P., a limited partnership organized under the laws of the State of Texas ("SPLP"); West Goshen Township, a Township of the Second Class located in Chester County, Pennsylvania ("WGT"); and, Concerned Citizens of West Goshen Township, an ad hoc association of individual persons each of whom owns and resides on property adjacent to or within approximately 1,000 feet of the properties owned by SPLP near Boot Road in WGT ("CCWGT"), hereinafter collectively referred to as the "Parties."

I. Background

A. On March 21, 2014, Sunoco filed a Petition with the Pennsylvania Public Utility Commission ("Commission") requesting, inter alia, approval for the situation and construction of a building on property owned by SPLP near Boot Road in WGT to house facilities related to a pump station ("SPLP Petition"). The Boot Road Pump Station, and an associated Vapor Combustion Unit ("VCU"), would serve a natural gas liquids pipeline owned by SPLP that is part of a project commonly known as Mariner East, which would transport propane, ethane, and other natural gas liquids from points west and north of WGT to points in Delaware County, Pennsylvania, and the State of Delaware. The Commission docketed the proceeding at P-2014-2411966.

B. On April 18, 2014, CCWGT filed a Protest and Preliminary Objections to the SPLP Petition. On April 21, 2014, WGT intervened as of right in the Commission docket.

C. In response to the Preliminary Objections of CCWGT and other parties, SPLP filed an Amended Petition against which further preliminary objections were filed by CCWGT, WGT, and other parties.

PROPOSED SETTLEMENT AGREEMENT -- NOT FINAL UNTIL SIGNED BY ALL
PARTIES

D. After the exchange of various other pleadings, the Commission issued an Opinion and Order dated October 29, 2014, that denied all preliminary objections and returned the matter to the Office of Administrative Law Judge for further proceedings.

E. On November 7, 2014, CCWGT filed a Formal Complaint with the Commission against SPLP concerning alleged safety concerns with proposed SPLP facilities in WGT, docketed at C-2014-2451943 ("CCWGT Complaint"). After the exchange of various pleadings, the Administrative Law Judges assigned to the CCWGT Complaint denied SPLP's preliminary objections to the Complaint and denied CCWGT's request to consolidate its Complaint with the SPLP Petition.

F. Subsequent to, and as a result of, these procedural matters, the Parties exchanged information (both formally and informally) and conducted settlement negotiations in an attempt to resolve this litigation and related matters.

II. Pertinent Information Provided by SPLP

A. SPLP has provided WGT and WGT's consulting expert with the following information ("SPLP Information"). WGT and CCWGT expressly rely upon the accuracy of the SPLP Information in reaching this Agreement.

1. As used herein, the phrase "Mariner East Project" refers to the existing Mariner East 1 pipeline and appurtenant facilities, and all additional pipelines and appurtenant facilities to be owned and/or operated by SPLP in WGT for the transportation of propane, ethane, butane, and/or other natural gas liquids.

2. The pump station, the VCU and all accessory and appurtenant above-ground facilities associated with all phases of the Mariner East Project will be maintained within the present active site, Parcel No. 52-1-8-U, on which the existing Boot Road Pump Station

PROPOSED SETTLEMENT AGREEMENT -- NOT FINAL UNTIL SIGNED BY ALL
PARTIES

currently operates (the "SPLP Existing Site"), except that a remote operated valve station will be constructed and maintained on SPLP's adjacent 4.42 acre property, Parcel No. 52-0-10-10.1, also known as the former Janiec Tract, (the "SPLP Additional Acreage"). The proposed location of such valve station on the SPLP Additional Acreage is depicted on the map attached hereto as Appendix 1 and incorporated by reference (the "SPLP Use Area"). Subject to any engineering constraints, SPLP intends to construct the valve station in the general area depicted on the map attached hereto as Appendix 1. If due to engineering constraints, SPLP is unable to construct the valve station in the SPLP Use Area, SPLP will notify WGT. Nothing in this Settlement Agreement constitutes an authorization or agreement for SPLP to construct the valve station in any location on the SPLP Additional Acreage other than in the SPLP Use Area.

3. As of the date of execution of this Agreement, SPLP has no plan or intention to construct any additional above-ground permanent utility facilities in WGT except as otherwise expressly set forth in this Agreement.

4. Consistent with its engineering plans for all Mariner East 1 pump stations, there will be an enclosed VCU at the Boot Road Pump Station. The location of the VCU on the SPLP Existing Site will be as noted on the map provided to WGT and CCWGT attached hereto as Appendix 2 and incorporated by reference. The VCU is designed and will be constructed and operated to contain any pilot light or flame completely within its structure such that no flame is visible outside the pump station site except in rare instances. In the event of a rare instance in which a flame is visible, in addition to first responders and emergency responders to which SPLP currently provides notification, SPLP shall notify the WGT Township Manager of the circumstances causing the flame to be visible.

PROPOSED SETTLEMENT AGREEMENT -- NOT FINAL UNTIL SIGNED BY ALL
PARTIES

5. The VCU is designed so that the anticipated noise level at a distance of 145 feet is 51.3 decibels, as shown on the noise diagram provided by SPLP to WGT and CCWGT attached hereto as Appendix 3 and incorporated by reference.

6. As is the case for all of its products pipelines, the Mariner East Project present and proposed pipelines are included within SPLP's current rupture monitoring system which has several alarms designed for different pipeline conditions and events. Included in SPLP's rupture monitoring system is the Inter Site Automatic Close Logic system (ISACL), a first line of defense automated alarm system designed to automatically shut-down the pipeline and close remotely operated valves on the mainline in the event of a rupture or low pressure on the pipeline. Each individual Mariner East Project pipeline station shall be equipped with an automated shutdown and upset condition response logic that is triggered for all or any segment of the Mariner East Project. If triggered, the pipeline or a segment of the pipeline shall be automatically shut-down and the remotely operated valves impacting the mainline pipeline closed, with no operator discretion. The ISACL system can be triggered by other locations on the pipeline or can be initiated locally and it will trigger events at other pipeline locations.

7. SPLP currently maintains remotely operated inlet and outlet valves at its Boot Road Pump Station in WGT that are controlled by a centralized control room, and these valves will be used in connection with the Mariner East Project. In addition, SPLP maintains a number of remotely operated valves and manual valves, including manual valves at pipeline markers 228 and 236.6 (the pipeline valve locations immediately upstream and downstream from Boot Road) in connection with its Mariner East Project. As part of its final design, SPLP is installing remotely operated valves that are controlled by its centralized control room at pipeline markers 228 and 236.6. SPLP will use commercially reasonable efforts to apply for any permits,

PROPOSED SETTLEMENT AGREEMENT -- NOT FINAL UNTIL SIGNED BY ALL
PARTIES

rights of way, approvals and extensions of utility service within sixty (60) days after the Effective Date of this Agreement. These remotely operated valves will be installed within ninety (90) days after receipt of all necessary permits, rights of way, approvals, and extensions of utility service.

III. WGT's Safety Review.

1. WGT has engaged Accufacts, Inc., and its President, Richard Kuprewicz, a nationally recognized expert in the field of liquids pipeline safety, to prepare a written report as to the safety of Mariner East 1 (the "Kuprewicz Report") based on the design and engineering facts and information heretofore provided by SPLP. The Kuprewicz Report is attached as Appendix 5 hereto and is made a part of this Agreement.

IV. The Parties' Promises, Covenants and Agreements

A. Based on the SPLP Information recited in Section II of this Agreement, the Parties agree to make the following promises, covenants and agreements:

1. SPLP covenants and agrees as follows:

a. Because of its existing Pump Station Facility at Boot Road, except with respect to the SPLP Use Area, SPLP covenants and agrees that it shall not construct or install any pump stations, VCU's or above-ground permanent public utility facilities on the SPLP Additional Acreage for any phase of the Mariner East Project. SPLP also agrees that, except for the SPLP Use Area, any use of the SPLP Additional Acreage for staging construction, laydown or other operational activity will be temporary, and SPLP will restore the surface to its former condition following the completion of such activity. SPLP will execute and record a deed restriction reflecting this limitation within sixty (60) days of the Effective Date of this Agreement, in a form substantially similar to the Form of Deed Restriction attached hereto as

PROPOSED SETTLEMENT AGREEMENT -- NOT FINAL UNTIL SIGNED BY ALL
PARTIES

Appendix 4. SPLP will provide copies of the recorded deed restriction to counsel for WGT and CCWGT within five business days of the date of recording.

b. SPLP will provide the WGT Township Manager with immediate notice of any Mariner East pipeline condition changes requiring remediation under 49 CFR Section 195.452(h)(4)(i), (ii), (iii) or (iv) that potentially could impact WGT, and thereafter will provide a written report within thirty (30) days describing the remediation efforts undertaken by SPLP, the location of the remediation efforts, and the expected timeframe within which these remediation efforts will be completed.

c. Within thirty (30) days after the Effective Date of this Agreement, SPLP agrees to consult with WGT officials concerning land development plans, including landscaping and fencing plans, with respect to the SPLP Existing Site and the SPLP Additional Acreage and to provide WGT officials with any existing landscaping or screening plans for such areas.

2. WGT covenants and agrees as follows:

a. WGT shall not oppose the thirty-four feet (34') height proposed for the VCU.

b. WGT consents to the withdrawal by SPLP of the SPLP Petition now pending before the Commission, and will not initiate any action or proceeding claiming that the existing or reconfigured pump station at Boot Road violates WGT's zoning or land development ordinances.

c. For so long as SPLP offers to provide intrastate petroleum and refined petroleum products pipeline service to the public, including transportation of propane or ethane, WGT will not contest, dispute or protest SPLP's service for lack of public utility status in

PROPOSED SETTLEMENT AGREEMENT -- NOT FINAL UNTIL SIGNED BY ALL
PARTIES

any federal, state, local or regulatory proceeding or file any lawsuit, litigation or action or join any lawsuit, litigation or action with respect thereto.

d. As long as SPLP (i) constructs and operates facilities in WGT as described in Section II above; (ii) abides by the covenants and agreements in Section III.A.1 above; and (iii) operates in a manner consistent with the safety, design and engineering facts and information heretofore provided to WGT's consultant, WGT agrees that it will not file or join in any complaint against the safety of SPLP's service or facilities with the Commission or any other federal, state or local government agency or endorse or promote any protest or action filed by the CCWGT or any other individual or group against SPLP with respect to the safety of Mariner East 1 or the valve station described in paragraph II.A.2. of this Agreement.

e. With respect to Mariner East 2, SPLP agrees, upon the execution of a mutually agreeable confidentiality agreement, that it will provide to Accufacts, Inc. or a person or entity acting for WGT that is similarly a nationally recognized expert in the field of liquids pipeline safety ("Liquids Pipeline Safety Expert") information relating to Mariner East 2 of a similar nature that was provided regarding Mariner East 1 for review by the Liquids Pipeline Safety Expert. WGT and its expert will meet and confer with SPLP with respect to any concerns the Liquids Pipeline Safety Expert may have related to safety and SPLP will be provided an opportunity to respond thereto, before WGT would file any formal protest or other action raising any safety issue related to Mariner East 2.

f. WGT will treat as public information any notifications provided to the Township Manager by SPLP concerning (1) the circumstances causing the visibility of a flame from the VCU, or (2) Mariner East Project pipeline condition changes requiring remediation under 49 CFR Section 195.452(h)(4)(i), (ii), (iii) or (iv), and will make such

PROPOSED SETTLEMENT AGREEMENT -- NOT FINAL UNTIL SIGNED BY ALL
PARTIES

information available to members of the public in accordance with standard WGT procedures for access to public information.

3. CCWGT covenants and agrees as follows:

a. The members of CCWGT are identified in Appendix 6 attached hereto.

b. CCWGT consents to the withdrawal by SPLP of the SPLP Petition now pending before the Commission and will not initiate any action or proceeding claiming that the existing or reconfigured pump station at Boot Road violates WGT's zoning or land development ordinances.

c. For so long as SPLP offers to provide intrastate petroleum and refined petroleum products pipeline service to the public, including transportation of propane or ethane, CCWGT will not contest, dispute or protest SPLP's service for lack of public utility status in any federal, state, local or regulatory proceeding or file any lawsuit, litigation or action or join any lawsuit, litigation or action with respect thereto.

d. Within five (5) business days after the Effective Date, CCWGT agrees to mark as satisfied and withdraw the CCWGT Complaint.

e. As long as SPLP (i) constructs and operates facilities in WGT as described in Section II above; (ii) abides by the covenants and agreements in Section III.A.1 above; and (iii) operates in a manner consistent with the safety, design and engineering facts and information heretofore provided to WGT's consultant, CCWGT agrees that it will not file or join in any complaint against the safety of SPLP's service or facilities with the Commission or any other federal, state or local government agency or endorse or promote any protest or action filed

PROPOSED SETTLEMENT AGREEMENT -- NOT FINAL UNTIL SIGNED BY ALL
PARTIES

by any other individual or group against SPLP with respect to the safety of Mariner East 1 or the valve station described in paragraph II.A.2. of this Agreement.

V. General Provisions

A. In addition to the individual promises, covenants and agreements set forth above, the Parties individually and jointly acknowledge and agree as follows:

1. This Agreement is an agreement between a public utility and a municipal corporation that must be filed with the Commission at least 30 days prior to its effective date in order to be legally valid and binding, as set forth in 66 Pa. C.S. § 507. The Parties agree, therefore, that this Agreement shall be filed by SPLP with the Commission within five calendar days after it is duly executed by all parties. The Parties further agree to fully support this Agreement in any proceeding instituted by the Commission concerning this Agreement, and to refrain from taking any position before the Commission that is contrary to, or inconsistent with, the terms and conditions of the Agreement.

2. The Parties acknowledge and agree that the Effective Date of this Agreement shall be the date which is 35 calendar days after the last date on which the Agreement is executed by all Parties, as shown below.

3. The Parties acknowledge and agree that any action to enforce the deed restriction on the use of the SPLP Additional Acreage shall be brought before the Chester County Court of Common Pleas.

4. The Parties acknowledge and agree that any action to enforce any provision of this Agreement (other than the deed restriction on the use of the SPLP Additional Acreage) shall be brought before the Pennsylvania Public Utility Commission or any such successor agency or commission.

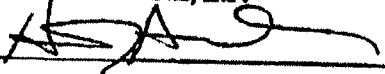
PROPOSED SETTLEMENT AGREEMENT -- NOT FINAL UNTIL SIGNED BY ALL PARTIES

5. This Agreement shall be binding on the Parties, their successors and assigns.

6. This Agreement may be executed in one or more counterparts, each of which is an original and all of which together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed or caused this Agreement to be executed as of the dates shown below.

SUNOCO PIPELINE, L.P.

By: 

Date: 4-14-15

Attest: Kathleen Shea Bellamy

Counsel: _____

WEST GOSHEN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA

By: Name: _____
Title: Chairman, Board of Supervisors

Date: _____

Attest: _____

Special Counsel: _____

CONCERNED CITIZENS OF WEST GOSHEN TOWNSHIP

By: Name: _____
Duly authorized representative of CCWGT

Date: _____

Attest: _____
Scott J. Rubin, Esq.
Counsel for CCWGT

PROPOSED SETTLEMENT AGREEMENT -- NOT FINAL UNTIL SIGNED BY ALL PARTIES

5. This Agreement shall be binding on the Parties, their successors and assigns.

6. This Agreement may be executed in one or more counterparts, each of which is an original and all of which together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed or caused this Agreement to be executed as of the dates shown below.

SUNOCO PIPELINE, L.P.

By: _____

Date: _____

Attest: _____

Counsel:

WEST GOSHEN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA

(Signature)
By: Name: _____

Date: May 13, 2015

Title: Chairman, Board of Supervisors

Attest: _____

(Signature)
Special Counsel: _____

CONCERNED CITIZENS OF WEST GOSHEN TOWNSHIP

By: Name: _____

Date: _____

Duly authorized representative of CCWGT

Attest: _____

Scott J. Rubin, Esq.
Counsel for CCWGT

**CONFIDENTIAL SETTLEMENT DOCUMENT
NOT FOR PUBLIC DISTRIBUTION UNTIL SIGNED BY ALL PARTIES**

6. This Agreement may be executed in one or more counterparts, each of which is an original and all of which together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed or caused this Agreement to be executed as of the dates shown below.

SUNOCO PIPELINE, L.P.

By: _____ Date: _____

Attest: _____

Counsel:

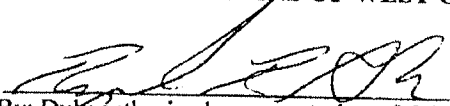
WEST GOSHEN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA

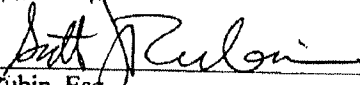
By: Chairman, Board of Supervisors _____ Date: _____

Attest: _____

Special Counsel:

CONCERNED CITIZENS OF WEST GOSHEN TOWNSHIP


By: Duty authorized representative of CCWGT Date: 04/11/2015
Raymond Allen

Attest: 
Scott J. Rubin, Esq.
Counsel for CCWGT

**PROPOSED SETTLEMENT AGREEMENT -- NOT FINAL UNTIL SIGNED BY ALL
PARTIES**

Appendices:

- Appendix 1: Map showing SPLP Use Area**
- Appendix 2: Map showing location of VCU**
- Appendix 3: VCU noise diagram**
- Appendix 4: Form of Deed Restriction**
- Appendix 5: Kuprewicz Report**
- Appendix 6: List of members of CCWGT and signatures/initials of members (at least 51%)
approving the Settlement Agreement**

APPENDIX 1


Map Showing SPLP Use Area



NOTES
 1. CONTRACTOR SHALL VERIFY ALL DIMENSIONS

Sooner Engineering, Inc.
 3301 E. Highway 84, STE
 Cimarron, OK 73112
 (405) 761-5611

REVISION RECORD	
NO.	DESCRIPTION
1	ISSUED FOR PERMITS
2	ISSUED FOR PERMITS
3	ISSUED FOR PERMITS
4	ISSUED FOR PERMITS
5	ISSUED FOR PERMITS

DATE: 11/11/11	SCALE: AS SHOWN	PROJECT NO: 2896-BOO2	DATE: 11/11/11
		BOOT STATION GENERAL ARRANGEMENT SPLP USE AREA EXHIBIT	

OLD DRAWING NO: 2896-BOO2-EXHIBIT 2

REV. NO: E

APPENDIX 2

Map Showing Location of VCU



SCALE
 1" REPRESENTS 20' (VERIFY ALL DIMENSIONS)

DATE	BY	APP	REVIEW	DATE
11/11/11	ML	APP		11/11/11

ESTABLISHED BODIES NAME # 1000 ELEVATION 1.00 # OF BODIES 1 DATE 11/11/11 BY ML CHECKED J	 <p>Source Logistics Partners L.P.</p>	<p>BODY STATION GENERAL ARRANGEMENT</p>
---	--	--

 Source Engineering, Inc. 1700 E. Superior, PO Box Lawrence, KS 66044 (785) 842-1111	DATE PLOTTED 11/11/11	DRAWING NO. 2896-8002-EXHIBIT 1	SHEET NO. E1
--	--------------------------	------------------------------------	-----------------

61.3 dBA @ 46 ft

SEE DWG 2896-B002-M040500

85 dBA @ 3 ft

SEE DWG 2896-B002-M040400

FLARE
58'-0" FIELD VERIFY

EXISTING 12"
RECEIVER

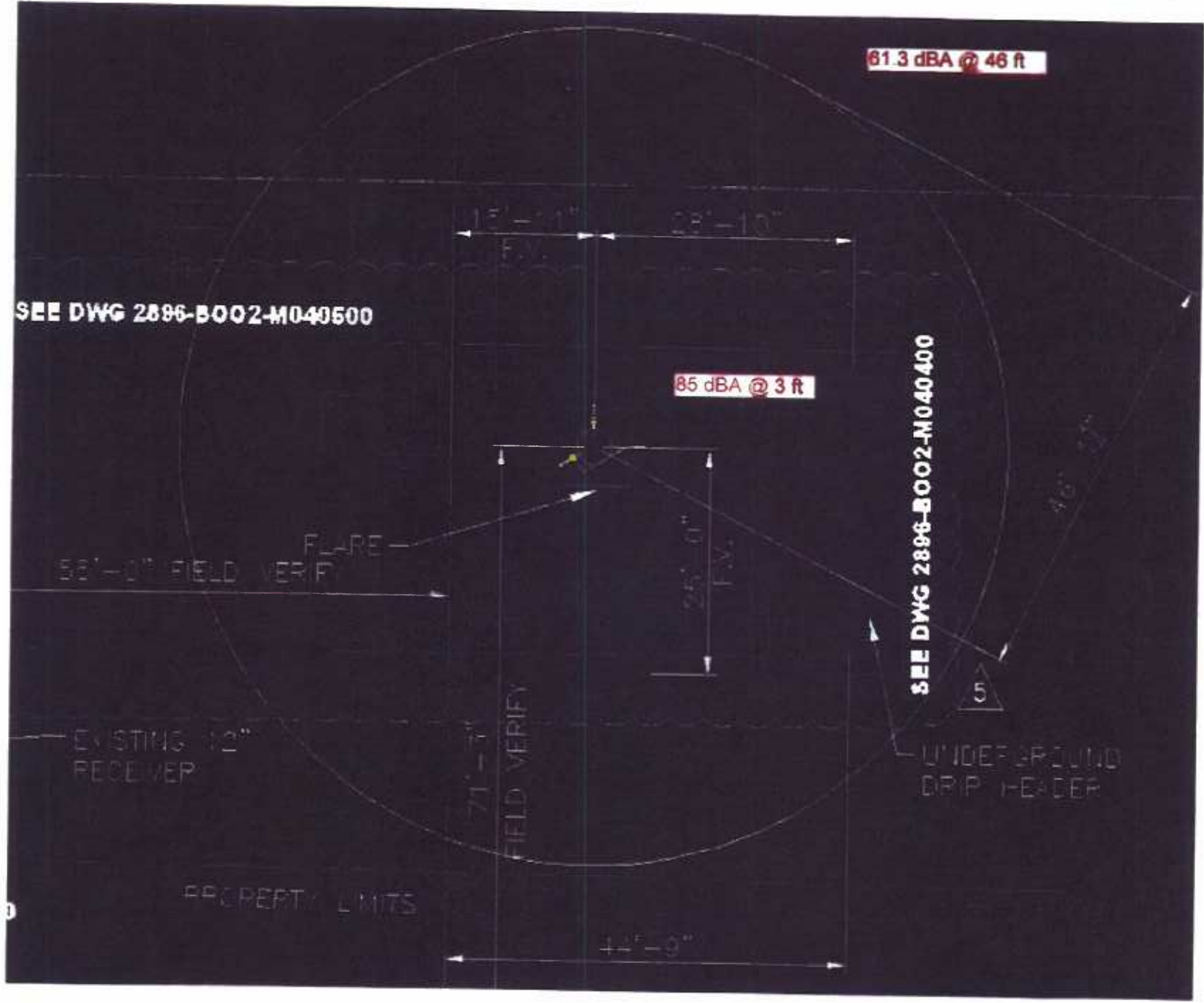
71'-3"
FIELD VERIFY

25'-0"
F.V.

5
UNDERGROUND
DRIP HEADER

PROPERTY LIMITS

44'-9"



APPENDIX 4

Form of Deed Restriction

DECLARATION OF RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS is made as of this ___ day of _____, 2015, by SUNOCO PIPELINE, L.P., a Texas limited partnership ("Declarant")

BACKGROUND

- A. Declarant is the owner of certain real property more particularly described on Exhibit A attached hereto (the "Subject Property").
- B. Declarant desires to restrict the use of a portion of the Subject Property as more fully described on Exhibit B attached hereto ("Restricted Parcel 1").
- C. Declarant desires to restrict the use of the balance of the Subject Property (i.e., excluding Restricted Parcel 1) as more fully described on Exhibit C attached hereto ("Restricted Parcel 2").

NOW THEREFORE for good and valuable consideration and intending to be legally bound, Declarant hereby declares as follows:

1. Declarant covenants and agrees that it shall not construct or install any pump stations, vapor combustion units or above-ground permanent public utility facilities on Restricted Parcel 1.
2. Notwithstanding the foregoing, Declarant shall be permitted to use all or portions of Restricted Parcel 1 for staging construction, laydown or other operational activity on a temporary basis, and Declarant will restore the surface to its former condition following the completion of such activity.
3. Declarant covenants and agrees that the only public utility purposes that shall be permitted on Restricted Parcel 2 are the following purposes: (1) construction, maintenance, repair and/or replacement of a valve station for the Mariner East Project; and (2) staging construction, laydown or other operational activity on a temporary basis provided that Declarant restores the undeveloped surface of Restricted Parcel 2 to its former condition following the completion of such activity.
4. The restrictions set forth herein shall be binding on the Declarant, its successors and assigns, and shall run with the land.
5. This Declaration shall be governed by the laws of the Commonwealth of Pennsylvania

EXHIBIT A
Legal Description of the Subject Property

142919.00610/100016141v.1

142919.00610/100016141v.1

EXHIBIT C

Legal Description of Restricted Parcel 2

Exhibit B

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

David J. Brooman, Esquire
Attorney I.D. No. 36571
Douglas Wayne, Esquire
Attorney I.D. No. 69410
HIGH SWARTZ, LLP
40 East Airy Street
Norristown, PA 19404
610-275-0700 [phone]
610-275-5290 [facsimile]
dbrooman@highswartz.com
dwayne@highswartz.com

Attorneys for West Goshen Township

WEST GOSHEN TOWNSHIP,

Complainant

v.

SUNOCO PIPELINE, L.P.,

Respondent

Docket No. C-2017-2589346

NOTICE TO PLEAD

Pursuant to 52 Pa.Code §§5.63(a) and (b), you are hereby notified that, if you do not file a written response denying or correcting the enclosed First Amended Complaint to Enforce Settlement Agreement of West Goshen Township within twenty (20) days from service of this notice, a decision may be rendered against you. All pleadings, such as an Answer, must be filed with the Secretary of the Pennsylvania Public Utility Commission, with a copy served on counsel for West Goshen Township, and, where applicable, the Administrative Law Judge presiding over the issue.

File with:

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, Second Floor
Harrisburg, PA 17120

With a copy to:

David J. Brooman, Esquire
Douglas Wayne, Esquire
HIGH SWARTZ, LLP
40 East Airy Street
Norristown, PA 19404

Dated: March 29, 2017

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

David J. Brooman, Esquire
Attorney I.D. No. 36571
Douglas Wayne, Esquire
Attorney I.D. No. 69410
HIGH SWARTZ, LLP
40 East Airy Street
Norristown, PA 19404
610-275-0700 [phone]
610-275-5290 [facsimile]
dbrooman@highswartz.com
dwayne@highswartz.com

Attorneys for West Goshen Township

WEST GOSHEN TOWNSHIP,	:	
	:	
<i>Complainant</i>	:	Docket No. C-2017-2589346
	:	
v.	:	
	:	
SUNOCO PIPELINE, L.P.,	:	
<i>Respondent</i>	:	
	:	

WEST GOSHEN TOWNSHIP’S FIRST AMENDED FORMAL COMPLAINT TO ENFORCE SETTLEMENT AGREEMENT

Complainant, West Goshen Township (“Township”), by and through its attorneys, High Swartz, LLP., respectfully files this First Amended Formal Complaint pursuant to 52 Pa. Code §5.21, and in support thereof avers as follows:

1. Complainant, West Goshen Township, is a Township of the Second Class, organized and existing under the laws of the Commonwealth of Pennsylvania, with a principal place of business located at 1025 Paoli Pike, West Chester, Pennsylvania 19380 (hereinafter, the “Township”).
2. Respondent Sunoco Pipeline, L.P., (“SPLP”) is a public utility that owns and operates a repurposed eight inch (8”) pipeline known as Mariner East 1. The pipeline is presently used to transport highly volatile liquids as that term is defined at 49 CFR §195.2,

including propane, ethane, butane and other natural gas liquids. *See generally*, 49 CFR Part 195.

3. The Township is represented in this action by David J. Brooman and Douglas Wayne, High Swartz, LLP, 40 East Airy Street, Norristown, Pennsylvania 19404 ((610) 275-0700) (dbrooman@highswartz.com and dwayne@highswartz.com), and all documents should be served upon said counsel. Counsel for the Township consents to the service of documents by electronic mail at the addresses listed in this paragraph, as provided in 52 Pa. Code § 1.54(b)(3).

4. The Mariner East 1 pipeline passes through the Township.

5. On March 21, 2014, SPLP filed a Petition with the Pennsylvania Public Utility Commission (“Commission”) requesting, inter alia, approval for the situation and construction of a building on property owned by SPLP near Boot Road in West Goshen Township to house facilities related to a pump station (“SPLP Petition”). The Commission docketed this proceeding at P-2014-2411966.

6. On April 18, 2014, Concerned Citizens of West Goshen Township (“CCWGT”) filed a Protest and Preliminary Objections to the SPLP Petition. On April 21, 2014, the Township intervened as of right in the Commission docket.

7. On November 7, 2014, CCWGT filed a Formal Complaint with the Commission against SPLP based on alleged safety concerns with the proposed SPLP facilities in the Township. This Formal Complaint was docketed at C-2014-2451943.

8. The SPLP Petition and Formal Complaint were resolved by a Settlement Agreement reached by the parties and dated June 15, 2015 (“Settlement Agreement”). The Settlement Agreement is attached hereto as Exhibit A and incorporated herein by reference as if set forth in full.

**FIRST COUNT:
VIOLATIONS AND MATERIAL BREACHES OF PARAGRAPHS
II.A., II.A.2. , II.A.3. AND IV.A. OF THE SETTLEMENT AGREEMENT**

9. The Township incorporates by reference Paragraphs 1 to 8 herein as though same were fully set forth.

10. Paragraph II.A. of the Settlement Agreement states:

“SPLP has provided WGT and WGT’s consulting expert with the following information (“SPLP Information”). *WGT and CCWGT expressly rely on the accuracy of the SPLP Information in reaching this Agreement.*” (Emphasis added).

11. Paragraph II.A.1. of the Settlement Agreement states:

“As used herein, the phrase “Mariner East Project” refers to the existing Mariner East 1 pipeline and appurtenant facilities, *and all additional pipelines and appurtenant facilities to be owned and/or operated by SPLP in WGT for the transportation of propane, ethane, butane and/or other natural gas liquids.*” (Emphasis added)

12. Paragraph II.A.2. of the Settlement Agreement states:

“The pump station, the VCU and all accessory and appurtenant above-ground facilities *associated with all phases of the Mariner East Project will be maintained within the present active site, Parcel No. 52-1-8-U, on which the existing Boot Road Pump Station currently operates (the “SPLP Existing Site”)*, except that a remote operated valve station will be constructed and maintained on SPLP’s adjacent 4.42 acre property, Parcel No. 52-0-10-10.1, also known as the former Janiec Tract (the “SPLP Additional Acreage”). The proposed location of such valve station on the SPLP Additional Acreage is depicted on the map attached hereto as Appendix 1 and incorporated by reference (the “SPLP Use Area”). Subject to any engineering constraints, *SPLP intends to construct the valve station in the general area depicted on the map attached hereto as Appendix 1.* If due to engineering constraints, SPLP is unable to construct the valve station in the SPLP Use Area, SPLP will notify WGT. **Nothing in this Settlement Agreement constitutes an authorization or agreement for SPLP to construct the valve station in any location on the SPLP Additional Acreage other than in the SPLP Use Area.**” (Emphasis added).

13. Paragraph II.A.3. of the Settlement Agreement states:

“As of the date of execution of this Agreement, SPLP has no plan or intention to construct any additional above-ground permanent utility facilities in WGT except as otherwise expressly set forth in this Agreement.”

14. Paragraph IV.A. of the Settlement Agreement notes that the promises, covenants and agreements reached in the Agreement were “[b]ased on the SPLP Information recited in Section II of this Agreement . . .”

15. On or about January 12, 2017, the Township received engineered drawings from SPLP concerning the SPLP pipeline project commonly known as Mariner East 2 (“ME2”).

16. The ME2 project consists of two proposed parallel pipelines, 20 inch and 16 inch respectively, as well as various facilities and appurtenances, which if constructed will cross the Township, thus placing the proposed ME2 pipeline squarely within the purview of Paragraph II.A.1 of the Settlement Agreement.

17. According to the engineering plans submitted to the Township in January 2017, SPLP proposes to install and operate an above-ground remotely operated valve at ME2 pipeline mile marker 344 in the Township (“Valve 344”), on a 6.646 acre tract of property owned by the Janiec Family more particularly identified as Chester County Tax Parcel No. 52-3-60, which tract is located on the north side of Boot Road near its intersection with the U.S. Route 202 northbound on-ramp and Greenhill Road (the “Janiec Tract”).

18. While the Settlement Agreement, at Paragraph II.A.2. does contemplate a remotely operated valve on the SPLP Additional Acreage, this language is limited by further language in the same paragraph stating that “[n]othing in the Settlement

Agreement constitutes an authorization or agreement for SPLP to construct the valve station in any location on the SPLP Additional Acreage other than in the SPLP Use Area.”

19. The proposed site of Valve 344 on the Janiec Tract in the Township is outside the SPLP Use Area.

20. SPLP did not ask for the Township’s consent for the Valve 344 siting, nor even notify the Township that this was under consideration, in violation and material breach of Paragraph II.A.2 of the Settlement Agreement. Any representation by SPLP that the Township was notified that SPLP intended to site Valve 344 on the Janiec Tract and not the SPLP Use Area is denied by the Township.

21. SPLP has provided the Township no engineering justification for relocating Valve 344 from the SPLP Use Area to the Janiec Tract.

22. The plans submitted to the Township in January 2017, and reviewed by Richard Kuprewicz, Accufacts, Inc., indicate that the decision to locate Valve 344 on the Janiec Tract, and not the SPLP Use Area, was made on or about March 26, 2015.

23. The Settlement Agreement is dated June 15, 2015. Accordingly, the decision by SPLP to move the location of Valve 344 was made at least eighty-one (81) days prior to the execution of the Settlement Agreement.

24. As SPLP had already decided to site Valve 344 on the Janiec Tract at least eighty-one (81) days prior to finalizing the Settlement Agreement, SPLP’s action violates and is a material breach of Paragraph II.A.3. of the Settlement Agreement, in which SPLP asserted that, as of the date of execution of the Settlement Agreement, SPLP had no plan or intention to construct any additional above-ground permanent facilities in

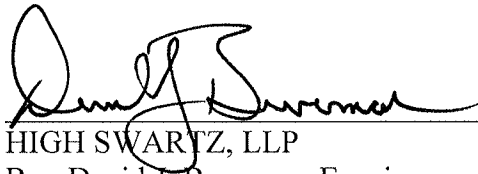
WGT except as otherwise expressly set forth in the Agreement.

25. SPLP's action of preparing engineering plans on or before March 26, 2015 to locate Valve 344 on the Janiec Tract, rather than on the SPLP Use Area, also violates and is a material breach of Paragraph II.A. of the Settlement Agreement, in which WCT and CCWGT expressly state that they are relying on the accuracy of the information provided by SPLP in reaching the Settlement Agreement.

26. SPLP's action of preparing plans on or before March 26, 2015, to locate Valve 344 on the Janiec Tract, rather than the SPLP Use Area, also violates and is a material breach of Paragraph IV.A. of the Settlement Agreement, in which the parties agree that the promises, covenants, and agreements therein set forth are "[b]ased on the SPLP Information recited in Section II. of this Agreement . . . " As WCT and CCWGT expressly state that they are relying on the accuracy of the information provided by SPLP in reaching the Settlement Agreement, SPLP's action of falsely representing therein that Valve 344 would be located on the SPLP Use Area, and not on the Janiec Tract, amounts to a material misrepresentation of fact by SPLP and a breach of the Agreement.

WHEREFORE, the Township of West Goshen hereby petitions the Commission to issue an Order declaring Sunoco Pipeline, LP in material violation and breach of Paragraphs II.A., II.A.2, II.A. and IV.A. of the Settlement Agreement of June 15, 2015. The Township further requests that the Commission issue an Order directing SPLP to (a) cease and desist with any actions in support of constructing, installing or operating any valve or appurtenant facilities for the ME2 pipelines on any property located in West Goshen Township other than the SPLP Use Area without the express written consent of both the Township and CCWGT; (b) remove any value or appurtenant facilities for the ME2 pipelines that have been installed on any property

located in West Goshen Township other than on the SPLP Use Area within thirty (30) days of the Commission's ruling or face sanctions, including but not limited to: (1) a substantial daily fine for each day that a valve or appurtenant facilities for the ME2 pipelines exist in the Township other than on the SPLP Use Area; (2) an injunction preventing SPLP from siting a valve or appurtenant facilities for the ME2 pipelines anywhere in the Township other than on the SPLP Use Area; and (3) such other relief that the Commission deems appropriate and in accordance with Pennsylvania law to mitigate the danger to Township residents resulting from SPLP's lack of compliance with the aforementioned paragraphs of the Settlement Agreement.



HIGH SWARTZ, LLP

By: David J. Brooman, Esquire
Douglas Wayne, Esquire
Attorneys for Complainant,
Township of West Goshen

Dated: March 29, 2017

CERTIFICATE OF SERVICE

I hereby certify that on this 29th day of March, 2017, I caused a true and correct copy of West Goshen Township's First Amended Formal Complaint to Enforce Settlement Agreement, to be served upon the party listed below by electronic mail and U.S. Mail, first-class, postage prepaid, in accordance with the requirements of 52 Pa. Code §1.54 (relating to service by a party).

Christopher A. Lewis, Esquire
Blank Rome, LLP
One Logan Square
130 North 18th Street
Philadelphia, PA 19103-6998
Attorney for Sunoco Logistics, L.P.

High Swartz, LLP



David J. Brooman, Esquire
Attorney for West Goshen Township

David Brooman, Esquire
Attorney I.D. No. 36571
Douglas Wayne, Esquire
Attorney I.D. No. 69410
HIGH SWARTZ, LLP
40 East Airy Street
Norristown, PA 19404
610-275-0700 [phone]
610-275-5290 [facsimile]
dbrooman@highswartz.com
dwayne@highswartz.com

Attorneys for West Goshen Township

WEST GOSHEN TOWNSHIP,

Complainant

v.

SUNOCO PIPELINE, L.P.,

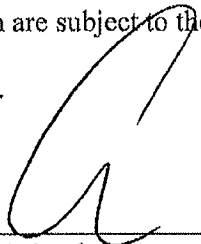
Respondent

Docket No. C-2017-2589346

VERIFICATION

I, Casey Lalonde, Township Manager of West Goshen Township, hereby states that the facts above set forth in the attached First Amended Formal Complaint to Enforce Settlement Agreement 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 made herein are subject to the penalties of 18 Pa.C.S. § 4904 relating to unsworn falsification to authorities.



Casey Lalonde
Township Manger
West Goshen Township

Date: 3/29/17

EXHIBIT A

SETTLEMENT AGREEMENT

PENNSYLVANIA PUBLIC UTILITY COMMISSION

CERTIFICATE OF FILING

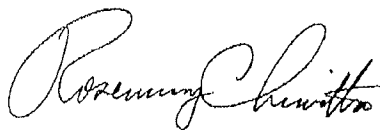
Agreement between the Township, Sunoco Pipeline LP and the local group of concern citizens of West Goshen Township.

U-2015-2486071

BY THE COMMISSION:

AND NOW, June 15, 2015, the Public Utility Commission certifies that the above, captioned contract or indenture dated May 13, 2015 has been on file with the Commission since May 15, 2015, in accordance with Section 507 of the Public Utility Code, 66 Pa. C.S. §507.

PENNSYLVANIA PUBLIC UTILITY COMMISSION



Secretary

PROPOSED SETTLEMENT AGREEMENT -- NOT FINAL UNTIL SIGNED BY ALL
PARTIES

SETTLEMENT AGREEMENT

This Agreement is made by, between, and among Sunoco Pipeline, L.P., a limited partnership organized under the laws of the State of Texas ("SPLP"); West Goshen Township, a Township of the Second Class located in Chester County, Pennsylvania ("WGT"); and, Concerned Citizens of West Goshen Township, an ad hoc association of individual persons each of whom owns and resides on property adjacent to or within approximately 1,000 feet of the properties owned by SPLP near Boot Road in WGT ("CCWGT"), hereinafter collectively referred to as the "Parties."

I. Background

A. On March 21, 2014, Sunoco filed a Petition with the Pennsylvania Public Utility Commission ("Commission") requesting, inter alia, approval for the situation and construction of a building on property owned by SPLP near Boot Road in WGT to house facilities related to a pump station ("SPLP Petition"). The Boot Road Pump Station, and an associated Vapor Combustion Unit ("VCU"), would serve a natural gas liquids pipeline owned by SPLP that is part of a project commonly known as Mariner East, which would transport propane, ethane, and other natural gas liquids from points west and north of WGT to points in Delaware County, Pennsylvania, and the State of Delaware. The Commission docketed the proceeding at P-2014-2411966.

B. On April 18, 2014, CCWGT filed a Protest and Preliminary Objections to the SPLP Petition. On April 21, 2014, WGT intervened as of right in the Commission docket.

C. In response to the Preliminary Objections of CCWGT and other parties, SPLP filed an Amended Petition against which further preliminary objections were filed by CCWGT, WGT, and other parties.

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PARTIES

D. After the exchange of various other pleadings, the Commission issued an Opinion and Order dated October 29, 2014, that denied all preliminary objections and returned the matter to the Office of Administrative Law Judge for further proceedings.

E. On November 7, 2014, CCWGT filed a Formal Complaint with the Commission against SPLP concerning alleged safety concerns with proposed SPLP facilities in WGT, docketed at C-2014-2451943 ("CCWGT Complaint"). After the exchange of various pleadings, the Administrative Law Judges assigned to the CCWGT Complaint denied SPLP's preliminary objections to the Complaint and denied CCWGT's request to consolidate its Complaint with the SPLP Petition.

F. Subsequent to, and as a result of, these procedural matters, the Parties exchanged information (both formally and informally) and conducted settlement negotiations in an attempt to resolve this litigation and related matters.

II. Pertinent Information Provided by SPLP

A. SPLP has provided WGT and WGT's consulting expert with the following information ("SPLP Information"). WGT and CCWGT expressly rely upon the accuracy of the SPLP Information in reaching this Agreement.

1. As used herein, the phrase "Mariner East Project" refers to the existing Mariner East 1 pipeline and appurtenant facilities, and all additional pipelines and appurtenant facilities to be owned and/or operated by SPLP in WGT for the transportation of propane, ethane, butane, and/or other natural gas liquids.

2. The pump station, the VCU and all accessory and appurtenant above-ground facilities associated with all phases of the Mariner East Project will be maintained within the present active site, Parcel No. 52-1-8-U, on which the existing Boot Road Pump Station

PROPOSED SETTLEMENT AGREEMENT -- NOT FINAL UNTIL SIGNED BY ALL
PARTIES

currently operates (the "SPLP Existing Site"), except that a remote operated valve station will be constructed and maintained on SPLP's adjacent 4.42 acre property, Parcel No. 52-0-10-10.1, also known as the former Janiec Tract, (the "SPLP Additional Acreage"). The proposed location of such valve station on the SPLP Additional Acreage is depicted on the map attached hereto as Appendix 1 and incorporated by reference (the "SPLP Use Area"). Subject to any engineering constraints, SPLP intends to construct the valve station in the general area depicted on the map attached hereto as Appendix 1. If due to engineering constraints, SPLP is unable to construct the valve station in the SPLP Use Area, SPLP will notify WGT. Nothing in this Settlement Agreement constitutes an authorization or agreement for SPLP to construct the valve station in any location on the SPLP Additional Acreage other than in the SPLP Use Area.

3. As of the date of execution of this Agreement, SPLP has no plan or intention to construct any additional above-ground permanent utility facilities in WGT except as otherwise expressly set forth in this Agreement.

4. Consistent with its engineering plans for all Mariner East 1 pump stations, there will be an enclosed VCU at the Boot Road Pump Station. The location of the VCU on the SPLP Existing Site will be as noted on the map provided to WGT and CCWGT attached hereto as Appendix 2 and incorporated by reference. The VCU is designed and will be constructed and operated to contain any pilot light or flame completely within its structure such that no flame is visible outside the pump station site except in rare instances. In the event of a rare instance in which a flame is visible, in addition to first responders and emergency responders to which SPLP currently provides notification, SPLP shall notify the WGT Township Manager of the circumstances causing the flame to be visible.

PROPOSED SETTLEMENT AGREEMENT -- NOT FINAL UNTIL SIGNED BY ALL
PARTIES

5. The VCU is designed so that the anticipated noise level at a distance of 145 feet is 51.3 decibels, as shown on the noise diagram provided by SPLP to WGT and CCWGT attached hereto as Appendix 3 and incorporated by reference.

6. As is the case for all of its products pipelines, the Mariner East Project present and proposed pipelines are included within SPLP's current rupture monitoring system which has several alarms designed for different pipeline conditions and events. Included in SPLP's rupture monitoring system is the Inter Site Automatic Close Logic system (ISACL), a first line of defense automated alarm system designed to automatically shut-down the pipeline and close remotely operated valves on the mainline in the event of a rupture or low pressure on the pipeline. Each individual Mariner East Project pipeline station shall be equipped with an automated shutdown and upset condition response logic that is triggered for all or any segment of the Mariner East Project. If triggered, the pipeline or a segment of the pipeline shall be automatically shut-down and the remotely operated valves impacting the mainline pipeline closed, with no operator discretion. The ISACL system can be triggered by other locations on the pipeline or can be initiated locally and it will trigger events at other pipeline locations.

7. SPLP currently maintains remotely operated inlet and outlet valves at its Boot Road Pump Station in WGT that are controlled by a centralized control room, and these valves will be used in connection with the Mariner East Project. In addition, SPLP maintains a number of remotely operated valves and manual valves, including manual valves at pipeline markers 228 and 236.6 (the pipeline valve locations immediately upstream and downstream from Boot Road) in connection with its Mariner East Project. As part of its final design, SPLP is installing remotely operated valves that are controlled by its centralized control room at pipeline markers 228 and 236.6. SPLP will use commercially reasonable efforts to apply for any permits,

PROPOSED SETTLEMENT AGREEMENT -- NOT FINAL UNTIL SIGNED BY ALL
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rights of way, approvals and extensions of utility service within sixty (60) days after the Effective Date of this Agreement. These remotely operated valves will be installed within ninety (90) days after receipt of all necessary permits, rights of way, approvals, and extensions of utility service.

III. WGT's Safety Review.

1. WGT has engaged Accufacts, Inc., and its President, Richard Kuprewicz, a nationally recognized expert in the field of liquids pipeline safety, to prepare a written report as to the safety of Mariner East 1 (the "Kuprewicz Report") based on the design and engineering facts and information heretofore provided by SPLP. The Kuprewicz Report is attached as Appendix 5 hereto and is made a part of this Agreement.

IV. The Parties' Promises, Covenants and Agreements

A. Based on the SPLP Information recited in Section II of this Agreement, the Parties agree to make the following promises, covenants and agreements:

1. SPLP covenants and agrees as follows:
 - a. Because of its existing Pump Station Facility at Boot Road, except with respect to the SPLP Use Area, SPLP covenants and agrees that it shall not construct or install any pump stations, VCUs or above-ground permanent public utility facilities on the SPLP Additional Acreage for any phase of the Mariner East Project. SPLP also agrees that, except for the SPLP Use Area, any use of the SPLP Additional Acreage for staging construction, laydown or other operational activity will be temporary, and SPLP will restore the surface to its former condition following the completion of such activity. SPLP will execute and record a deed restriction reflecting this limitation within sixty (60) days of the Effective Date of this Agreement, in a form substantially similar to the Form of Deed Restriction attached hereto as

PROPOSED SETTLEMENT AGREEMENT -- NOT FINAL UNTIL SIGNED BY ALL
PARTIES

Appendix 4. SPLP will provide copies of the recorded deed restriction to counsel for WGT and CCWGT within five business days of the date of recording.

b. SPLP will provide the WGT Township Manager with immediate notice of any Mariner East pipeline condition changes requiring remediation under 49 CFR Section 195.452(h)(4)(i), (ii), (iii) or (iv) that potentially could impact WGT, and thereafter will provide a written report within thirty (30) days describing the remediation efforts undertaken by SPLP, the location of the remediation efforts, and the expected timeframe within which these remediation efforts will be completed.

c. Within thirty (30) days after the Effective Date of this Agreement, SPLP agrees to consult with WGT officials concerning land development plans, including landscaping and fencing plans, with respect to the SPLP Existing Site and the SPLP Additional Acreage and to provide WGT officials with any existing landscaping or screening plans for such areas.

2. WGT covenants and agrees as follows:

a. WGT shall not oppose the thirty-four feet (34') height proposed for the VCU.

b. WGT consents to the withdrawal by SPLP of the SPLP Petition now pending before the Commission, and will not initiate any action or proceeding claiming that the existing or reconfigured pump station at Boot Road violates WGT's zoning or land development ordinances.

c. For so long as SPLP offers to provide intrastate petroleum and refined petroleum products pipeline service to the public, including transportation of propane or ethane, WGT will not contest, dispute or protest SPLP's service for lack of public utility status in

PROPOSED SETTLEMENT AGREEMENT -- NOT FINAL UNTIL SIGNED BY ALL
PARTIES

any federal, state, local or regulatory proceeding or file any lawsuit, litigation or action or join any lawsuit, litigation or action with respect thereto.

d. As long as SPLP (i) constructs and operates facilities in WGT as described in Section II above; (ii) abides by the covenants and agreements in Section III.A.1 above; and (iii) operates in a manner consistent with the safety, design and engineering facts and information heretofore provided to WGT's consultant, WGT agrees that it will not file or join in any complaint against the safety of SPLP's service or facilities with the Commission or any other federal, state or local government agency or endorse or promote any protest or action filed by the CCWGT or any other individual or group against SPLP with respect to the safety of Mariner East 1 or the valve station described in paragraph II.A.2. of this Agreement.

e. With respect to Mariner East 2, SPLP agrees, upon the execution of a mutually agreeable confidentiality agreement, that it will provide to Accufacts, Inc. or a person or entity acting for WGT that is similarly a nationally recognized expert in the field of liquids pipeline safety ("Liquids Pipeline Safety Expert") information relating to Mariner East 2 of a similar nature that was provided regarding Mariner East 1 for review by the Liquids Pipeline Safety Expert. WGT and its expert will meet and confer with SPLP with respect to any concerns the Liquids Pipeline Safety Expert may have related to safety and SPLP will be provided an opportunity to respond thereto, before WGT would file any formal protest or other action raising any safety issue related to Mariner East 2.

f. WGT will treat as public information any notifications provided to the Township Manager by SPLP concerning (1) the circumstances causing the visibility of a flame from the VCU, or (2) Mariner East Project pipeline condition changes requiring remediation under 49 CFR Section 195.452(h)(4)(i), (ii), (iii) or (iv), and will make such

PROPOSED SETTLEMENT AGREEMENT -- NOT FINAL UNTIL SIGNED BY ALL
PARTIES

information available to members of the public in accordance with standard WGT procedures for access to public information.

3. CCWGT covenants and agrees as follows:

a. The members of CCWGT are identified in Appendix 6 attached hereto.

b. CCWGT consents to the withdrawal by SPLP of the SPLP Petition now pending before the Commission and will not initiate any action or proceeding claiming that the existing or reconfigured pump station at Boot Road violates WGT's zoning or land development ordinances.

c. For so long as SPLP offers to provide intrastate petroleum and refined petroleum products pipeline service to the public, including transportation of propane or ethane, CCWGT will not contest, dispute or protest SPLP's service for lack of public utility status in any federal, state, local or regulatory proceeding or file any lawsuit, litigation or action or join any lawsuit, litigation or action with respect thereto.

d. Within five (5) business days after the Effective Date, CCWGT agrees to mark as satisfied and withdraw the CCWGT Complaint.

e. As long as SPLP (i) constructs and operates facilities in WGT as described in Section II above; (ii) abides by the covenants and agreements in Section III.A.1 above; and (iii) operates in a manner consistent with the safety, design and engineering facts and information heretofore provided to WGT's consultant, CCWGT agrees that it will not file or join in any complaint against the safety of SPLP's service or facilities with the Commission or any other federal, state or local government agency or endorse or promote any protest or action filed

PROPOSED SETTLEMENT AGREEMENT -- NOT FINAL UNTIL SIGNED BY ALL
PARTIES

by any other individual or group against SPLP with respect to the safety of Mariner East 1 or the valve station described in paragraph II.A.2. of this Agreement.

V. General Provisions

A. In addition to the individual promises, covenants and agreements set forth above, the Parties individually and jointly acknowledge and agree as follows:

1. This Agreement is an agreement between a public utility and a municipal corporation that must be filed with the Commission at least 30 days prior to its effective date in order to be legally valid and binding, as set forth in 66 Pa. C.S. § 507. The Parties agree, therefore, that this Agreement shall be filed by SPLP with the Commission within five calendar days after it is duly executed by all parties. The Parties further agree to fully support this Agreement in any proceeding instituted by the Commission concerning this Agreement, and to refrain from taking any position before the Commission that is contrary to, or inconsistent with, the terms and conditions of the Agreement.

2. The Parties acknowledge and agree that the Effective Date of this Agreement shall be the date which is 35 calendar days after the last date on which the Agreement is executed by all Parties, as shown below.

3. The Parties acknowledge and agree that any action to enforce the deed restriction on the use of the SPLP Additional Acreage shall be brought before the Chester County Court of Common Pleas.

4. The Parties acknowledge and agree that any action to enforce any provision of this Agreement (other than the deed restriction on the use of the SPLP Additional Acreage) shall be brought before the Pennsylvania Public Utility Commission or any such successor agency or commission.

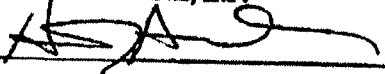
PROPOSED SETTLEMENT AGREEMENT -- NOT FINAL UNTIL SIGNED BY ALL PARTIES

5. This Agreement shall be binding on the Parties, their successors and assigns.

6. This Agreement may be executed in one or more counterparts, each of which is an original and all of which together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed or caused this Agreement to be executed as of the dates shown below.

SUNOCO PIPELINE, L.P.

By: 

Date: 4-14-15

Attest: Kathleen Shea Bellamy

Counsel: _____

WEST GOSHEN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA

By: Name: _____
Title: Chairman, Board of Supervisors

Date: _____

Attest: _____

Special Counsel: _____

CONCERNED CITIZENS OF WEST GOSHEN TOWNSHIP

By: Name: _____
Duly authorized representative of CCWGT

Date: _____

Attest: _____
Scott J. Rubin, Esq.
Counsel for CCWGT

PROPOSED SETTLEMENT AGREEMENT -- NOT FINAL UNTIL SIGNED BY ALL PARTIES

5. This Agreement shall be binding on the Parties, their successors and assigns.

6. This Agreement may be executed in one or more counterparts, each of which is an original and all of which together constitute one and the same instrument.

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SUNOCO PIPELINE, L.P.


By: _____

Date: _____

Attest: _____

Counsel:

WEST GOSHEN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA


By: Name: _____

Date: May 13, 2015

Title: Chairman, Board of Supervisors

Attest: _____


Special Counsel:

CONCERNED CITIZENS OF WEST GOSHEN TOWNSHIP

By: Name: _____

Date: _____

Duly authorized representative of CCWGT

Attest: _____

Scott J. Rubin, Esq.
Counsel for CCWGT

**CONFIDENTIAL SETTLEMENT DOCUMENT
NOT FOR PUBLIC DISTRIBUTION UNTIL SIGNED BY ALL PARTIES**

6. This Agreement may be executed in one or more counterparts, each of which is an original and all of which together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed or caused this Agreement to be executed as of the dates shown below.

SUNOCO PIPELINE, L.P.

By: _____ Date: _____

Attest: _____

Counsel:

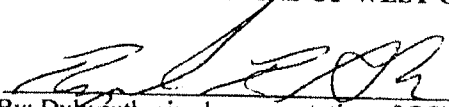
WEST GOSHEN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA

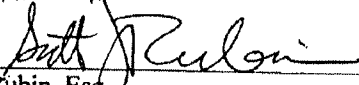
By: Chairman, Board of Supervisors _____ Date: _____

Attest: _____

Special Counsel:

CONCERNED CITIZENS OF WEST GOSHEN TOWNSHIP


By: Duty authorized representative of CCWGT Date: 04/11/2015
Raymond Allen

Attest: 
Scott J. Rubin, Esq.
Counsel for CCWGT

PROPOSED SETTLEMENT AGREEMENT -- NOT FINAL UNTIL SIGNED BY ALL
PARTIES

Appendices:

- Appendix 1: Map showing SPLP Use Area
- Appendix 2: Map showing location of VCU
- Appendix 3: VCU noise diagram
- Appendix 4: Form of Deed Restriction
- Appendix 5: Kuprewicz Report
- Appendix 6: List of members of CCWGT and signatures/initials of members (at least 51%)
approving the Settlement Agreement

APPENDIX 1


Map Showing SPLP Use Area



NOTES
 1. CONTRACTOR SHALL VERIFY ALL DIMENSIONS

Sooner Engineering, Inc.
 3301 E. Highway 84, STE 219
 Comstock, MI 49815
 (517) 761-5611

REVISION RECORD	
NO.	DESCRIPTION

 Essex Logistics Partners L.P.	BOOT STATION GENERAL ARRANGEMENT SPLP USE AREA EXHIBIT
---	--


OLD DRAWING NO.

PROJECT NO.
 2896-BO02-EXHIBIT 2


REV. NO.
 E



NOTES
 1. DIMENSIONS SHALL VERIFY ALL DIMENSIONS


 Design Engineering, Inc.
 1200 S. Superior, PM 018
 Lawrence, MA 01840
 (978) 686-8811

REVISIONS	
NO.	DESCRIPTION

 Source Logistics Partners L.P.	BOOY STATION GENERAL ARRANGEMENT
---	---

DATE DRAWING SET 2896-8002-EXHIBIT 1	SHEET NO. E1
---	-----------------

61.3 dBA @ 46 ft

SEE DWG 2896-B002-M040500

85 dBA @ 3 ft

SEE DWG 2896-B002-M040400

FLARE
68'-0" FIELD VERIFY

EXISTING 12" RECEIVER

71'-3" FIELD VERIFY

PROPERTY LIMITS

UNDERGROUND DRIP HEADER

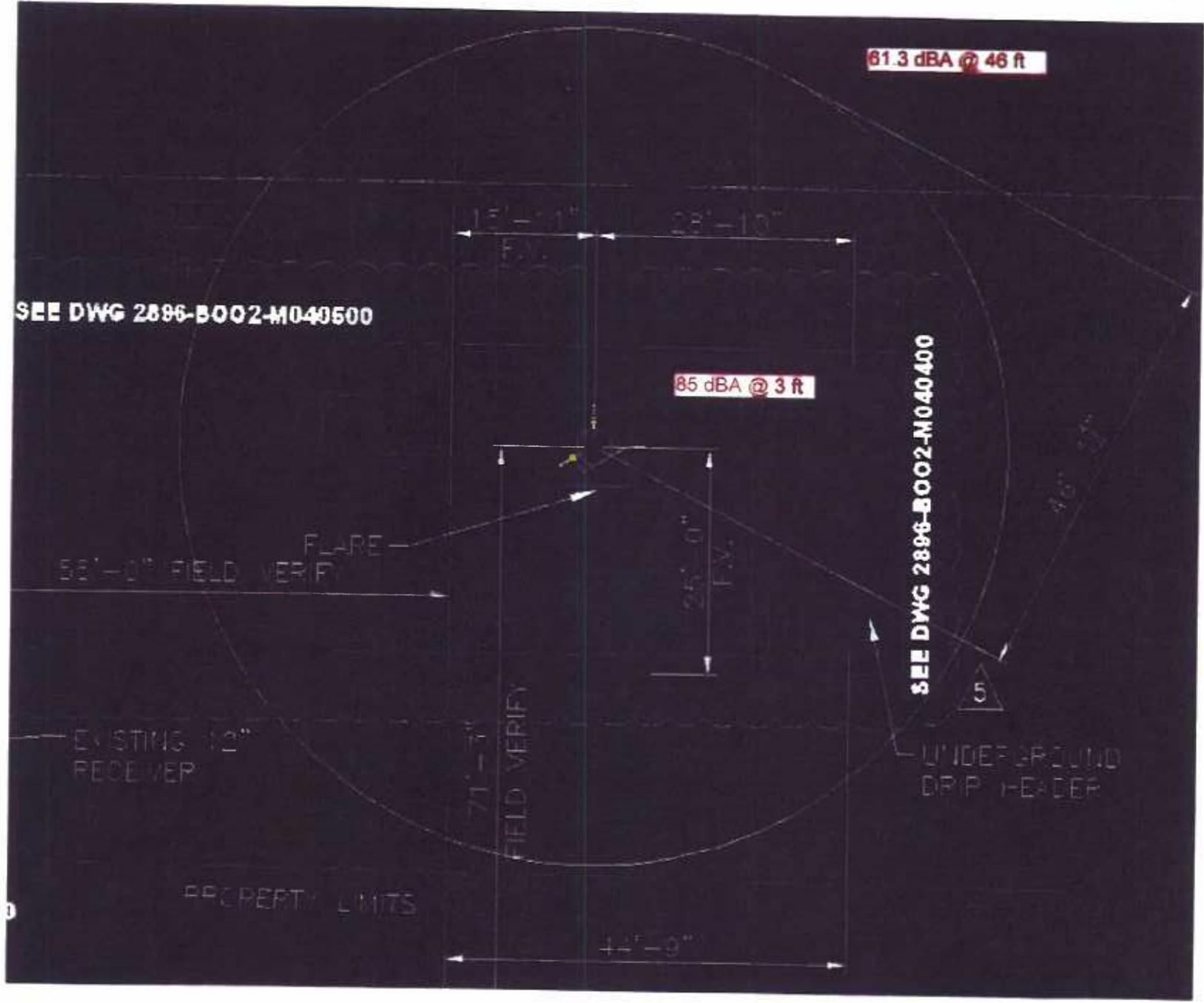
5

10'-11" 13'-10"

25'-0" F.V.

46' 5"

44'-9"



APPENDIX 4

Form of Deed Restriction

DECLARATION OF RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS is made as of this ___ day of _____, 2015, by SUNOCO PIPELINE, L.P., a Texas limited partnership ("Declarant")

BACKGROUND

- A. Declarant is the owner of certain real property more particularly described on Exhibit A attached hereto (the "Subject Property").
- B. Declarant desires to restrict the use of a portion of the Subject Property as more fully described on Exhibit B attached hereto ("Restricted Parcel 1").
- C. Declarant desires to restrict the use of the balance of the Subject Property (i.e., excluding Restricted Parcel 1) as more fully described on Exhibit C attached hereto ("Restricted Parcel 2").

NOW THEREFORE for good and valuable consideration and intending to be legally bound, Declarant hereby declares as follows:

1. Declarant covenants and agrees that it shall not construct or install any pump stations, vapor combustion units or above-ground permanent public utility facilities on Restricted Parcel 1.
2. Notwithstanding the foregoing, Declarant shall be permitted to use all or portions of Restricted Parcel 1 for staging construction, laydown or other operational activity on a temporary basis, and Declarant will restore the surface to its former condition following the completion of such activity.
3. Declarant covenants and agrees that the only public utility purposes that shall be permitted on Restricted Parcel 2 are the following purposes: (1) construction, maintenance, repair and/or replacement of a valve station for the Mariner East Project; and (2) staging construction, laydown or other operational activity on a temporary basis provided that Declarant restores the undeveloped surface of Restricted Parcel 2 to its former condition following the completion of such activity.
4. The restrictions set forth herein shall be binding on the Declarant, its successors and assigns, and shall run with the land.
5. This Declaration shall be governed by the laws of the Commonwealth of Pennsylvania

EXHIBIT A
Legal Description of the Subject Property

142919.00610/100016141v.1

142919.00610/100016141v.1

EXHIBIT C

Legal Description of Restricted Parcel 2

APPENDIX 5

Kuprewicz Report

Accufacts Inc.

"Clear Knowledge in the Over Information Age"

4643 192nd Dr. NE
Redmond, WA 98074
Ph (425) 836-4041
Fax (425) 836-1982
kuprewicz@comcast.net

Date: March 6, 2015

**To: Mr. Casey LaLonde
Township Manager
West Goshen Township
1025 Paoli Pike
West Chester, PA 19380-4699**

Re: Accufacts Report on Mariner East Project Affecting West Goshen Township

1. Introduction

Accufacts Inc. ("Accufacts") was asked to assist West Goshen Township ("Township") in evaluating a Sunoco Pipeline L.P. ("Sunoco") pipeline project identified as Mariner East, a project to repurpose an existing 8-inch pipeline and to modify an existing pump station within the Township to reverse flow and carry highly volatile liquids, or HVLs, eastward. Accufacts provides specialized technical and safety expertise in pipeline and pump station siting, design, operation/maintenance, and regulatory requirements, especially as it relates to HVLs, a category of liquids given special definition and regulation in the federal pipeline safety regulations.¹ Accufacts assisted the Township's legal team in collecting relevant technical information from Sunoco regarding the design and operation of the proposed Mariner East phase 1 ("Mariner East") pipeline project, and provided advice as to the safety and adequacy of Sunoco's approach, recommending several enhancements. Attachment 1 sets forth the list of confidential documents provided by Sunoco and reviewed by Accufacts.

The discussion and conclusions in this report are based on a careful review and analysis of the information provided by Sunoco to the representatives of the Township and to Accufacts. Accufacts understands that the Township is considering entering an agreement with Sunoco that codifies in writing the important safety systems and operating methods that factor into the conclusions reached in this report. Accufacts and the Township legal team were required to sign Nondisclosure Agreements ("NDA") with Sunoco that prevent Accufacts from disclosing certain sensitive information unless it is already in the public domain. While this

¹ 49CFR§195.2 Definitions.
Accufacts Inc.

limitation does not restrict Accufacts' ability to present its independent critical observations, the reader should be aware of the obligation to honor the NDA as Accufacts will not disclose certain sensitive details supporting our observations.

Accufacts' analysis and this report are limited to the segments of the Mariner East project that could affect the Township. Certain additional equipment physically outside of the Township was also reviewed, such as the overall control program, mainline valves, metering, and pump stations that could impact the Township in case of a release of HVL.

The Mariner East Pipeline crosses slightly over a mile of the Township as an 8-inch pipeline, primarily consisting of pipe manufactured in 1968, and newer pipe replacement segments, with the Boot Road Pump Station located within the Township that will be modified to allow the flow of HVLS consisting of ethane, propane or a mixture. These fluids are pressurized to remain liquid at operating conditions within the pipeline, but upon release would generate heavier than air hydrocarbon vapor clouds that can impact large areas. It is important that such a pipeline operation pay special attention to its design, operation, and maintenance practices to assure the pipeline's integrity to keep the fluid within the pipeline.

Federal pipeline safety regulations provide limited levels of safety assurance. Prudent pipeline operators moving HVLS should exceed these basic requirements to assure proper control of their system. These liquid pipeline safety regulations are codified in the Code of Federal Regulation ("CFR") at 49CFR§191, 49CFR§194, and 49CFR§195. The Federal pipeline safety regulations place the responsibility of safe pipeline operation squarely upon the pipeline operator. Many process safety management approaches have been codified into pipeline safety regulations under the label "integrity management," following a series of tragic pipeline ruptures. These high profile rupture failures have called into question the dedication of certain operators to comply with the intent of the safety regulations, especially in the area of integrity management.

I have observed over more than 40 years of incident investigations that some pipeline operators embrace the process safety management intent (or safety culture) to assure that they have their pipelines under control, while others do not. Accufacts has developed a series of process safety management questions concerning pipeline siting, design, operation, maintenance and performance standards that allow Accufacts to evaluate whether a pipeline operator is incorporating prudent management approaches to stay ahead of pipeline failures, especially ruptures. Ruptures are large volume releases associated with big openings typically from pipe fracture. It is not that difficult for an experienced pipeline person to readily ascertain if a pipeline operator embraces the process safety management approach to pipeline safety. The following general observations follow a process safety management

approach that I have successfully utilized over 40 years evaluating many complex operations, including pipelines.

2. Verification of Integrity of the Pipeline for High Pressure HVL Service

Pipe steel, even pipe steel manufactured over 80 years ago, does not age or wear out. Pipe steel has essentially an infinite life if properly assessed, maintained, and operated within its design parameters. Certain manufacturing processes and/or transportation, and construction techniques associated with older vintage pipe steel, as well as new pipe, can introduce some types of anomalies or imperfections that can grow to failure with time, such as cracks in pipelines. These imperfections are often associated with vintage electric resistance welded pipe, either low frequency (LF-ERW) or early high frequency (HF-ERW) pipe, that can exhibit axial crack rupture failure with time for various reasons. Also, after a pipeline is installed, certain imperfections can be introduced such as corrosion or third party damage that may merit that a particular segment of the pipeline be remediated or replaced. Additional pipe segments may also require replacement and relocation because of roadwork or other activities that have nothing to do with the condition of the pipeline. There are such pipe segments crossing the Township that replace the originally installed 8-inch pipe.

Federal pipeline safety regulatory advancements promulgated in the early 2000s, adopted as a result of some tragic transmission pipeline ruptures, improved on pipeline integrity assessments.² In addition, to the published regulations, the federal office responsible for pipeline safety, the Pipeline and Hazardous Materials and Safety Administration, or PHMSA, has issued Advisory Bulletins that can be implemented more quickly than the long process associated with regulation development.

One Advisory Bulletin especially significant in this matter is PHMSA's recently released bulletin addressing "repurposing," a change in service or reversal of flow in older pipelines.³ This Bulletin provides guidance on the use of important hydrotesting assessment procedures utilizing a strength and spike test.

Federal regulations do not currently specify the hydrostatic strength test as a percent of specified minimum yield strength, "%SMYS," or require the use of an additional hydrotesting protocol known as a "spike" test which is very important in evaluating many pipe steels. The above referenced Bulletin indicates: "Operators should consider performing ILI and {emphasis added} hydrostatic pressure with a spike test prior to implementing any

² 49CFR§195.452 Pipeline integrity management in high consequence areas.

³ PHMSA Advisory Bulletin, ADB-2014-04, "Pipeline Safety: Guidance for Pipeline Flow Reversals, Product Changes and Conversion to Service – Docket No. PHMSA-2014-0040," September 18, 2014.

of these changes, especially if historical records have indications of previous in-service or hydrostatic pressure test failures, selective seam corrosion, stress corrosion cracking, other cracking threats or other system concerns. A spike test 30 minutes in duration at 100 percent to 110 percent specified minimum yield strength or {emphasis added} between 1.39 to 1.5 times ...the maximum operating pressure for hazardous liquids is suggested as it is the best method for evaluating cracking threats at this time."

ILI stands for inline inspection, which involves the insertion, typically in an operating pipeline, of a "pig," a self-contained multi-ton device containing: a) measurement instruments, b) computers, c) storage devices to retain the information gathered, and d) batteries to support the remote device's gathering and retaining certain information about the pipeline's condition. Such ILI tools, also known as "smart pigs," are designed to measure various types of imperfections in the pipe, such as possible damage, corrosion, and with more recent developing technology, some types of crack threats. After a pig run is completed, the volume of ILI tool information must be further analyzed and evaluated off site by special analysts from the vendor supplying the ILI tool who utilize special proprietary software to determine which measured imperfections might be problematic (go to failure) before the next ILI tool run. This last step can take some time, involving months depending on the type of smart pig utilized and the amount/complexity of information gathered. Not all ILI tool runs are successful, especially if an ILI tool has not been proven field reliable for the type of threat, so a measure of precaution is warranted in ILI selection and subsequent analysis.

The best assessment method for ascertaining the suitability or integrity of the pipeline for its new service, especially if cracking threats may be present, are proper hydrotests performed in excess of the current minimum federal pipeline safety hydrotesting regulations that are meant for new pipe testing. Hydrotesting is superior due to its ability to assess/proof various forms of pipe crack threats particularly those cracks associated with certain types of vintage pipe that can grow over time to rupture failure, as ILI and associated engineering analyses has not yet proven sufficiently reliable to adequately assess. A prudent hydrotest (in excess of current federal pipeline safety regulations), is the proof test for cracking anomaly risks, given that ILI tools and related engineering assessments for discovering cracking potential are still in development.

Accufacts has reviewed the various types of ILI smart pig tools used to re-qualify the pipeline on the Mariner East project, and has carefully reviewed in detail the November 2014 hydrotest results provided by Sunoco on the segments that could affect the Township. Sunoco performed both strength and spike hydrotests. Accufacts can report that Sunoco tracked the percent minimum and maximum specified minimum yield strength, or %SMYS, during both the strength and the spike test phases of the hydrotesting. Hydrotesting pressures substantially exceeded the minimum 125 percent (1.25 times the maximum operating

pressure, or MOP) required in current federal regulations. These tests meet the test ranges identified in the above referenced Advisory Bulletin (at least 1.39 times MOP).⁴ It should be noted that the maximum operating pressure on the 8-inch pipeline will be quite high, so hydrotesting pressures as a ratio of MOP were also quite high, indicating very good integrity of older sections of pipe in the Township, despite its age, as well as replacement sections.

In addition to the hydrotesting performance factors, Accufacts also reviewed information related to pipe replacements in the Township as well as Sunoco's ILI approach in re-qualifying the pipeline in the Township for the new operation. A review of Google Earth and alignment maps across the Township did not reveal any threat factors such as land movement that could result in abnormal loading pipeline failure. Accufacts has found no significant anomalies that could affect the pipeline in the Township segment to cause growth to rupture failure in the reasonable future, and concludes that Sunoco's ILI assessment management approaches are prudent.

The primary objective of an integrity management program is for the pipeline operator to undertake efforts to avoid pipeline failure in high consequence areas, such as the Township, from various types of threats that may be present on such sensitively located pipeline segments. It is Accufacts' opinion for the section of 8-inch pipeline that crosses the Township, that Sunoco far exceeds a number of requirements of the federal pipeline safety regulations, that it embraces the intent of integrity management, or IM, regulations that are meant to prevent pipe mainline rupture failure, and that their IM approach is currently prudent.

3. Operation of the Mariner East Pipeline affecting the Township

Components of the pipeline other than the mainline pipe in the Township play an important role in the operation of the HVL pipeline as it could affect the Township. These include: 1) the Boot Road Pump Station located within the Township, 2) upstream and downstream pump stations and mainline pipe beyond the Township, 3) certain mainline valves and their actuation, and 4) to a lesser extent, the elevation profile of the pipeline.

3a) The Boot Road Pump Station

There are certain minimum pump station requirements in federal regulation that set important obligations that the pipeline operator: a) have the station under their control (i.e., fenced boundaries), b) require the installation of certain emergency and fire protection equipment, and c) install separate power supplies that will allow the emergency shutdown of the station

⁴ 49CFR§195.304 Test pressures.
Accufacts Inc.

by the pipeline operator.⁵ With these additional requirements in place, while a failure/release in a pump station can be fairly spectacular, the release tonnage from a station failure is much more limited than that from a mainline pipeline rupture failure. At Accufacts' request, Sunoco provided Boot Road Pump Station piping and instrument diagrams ("P&ID") that identify the general existing and new additions to the station, indicating piping size and flow arrangements within the station, as well as key instrumentation and various safety approaches for the station. The Mariner East pump stations, including the Boot Road Pump Station, are designed to be shut down in an emergency, or ESD, either locally, remotely from the control room, or automatically via the computer system, isolating line segments if needed.

Based on a detailed review of the P&ID, Accufacts observes prudent pump station design that properly incorporates safety protection reflective of an HVL product operation, and also includes additional well thought out protections for the mainline in the event the pipeline is shut down. Some of this safety design requires the installation of a flare at the Boot Road Pump Station. This flare will have three types of operation:

- 1) a continuous pilot light within the flare to assure reliable ignition of combustibles that may be directed to the flare at any time;
- 2) an intermittent burn of smaller thermal or maintenance venting of pipeline/pump station equipment periodically released to the flare; and,
- 3) an intermittent burning of larger volumes of combustibles to quickly de-inventory segments of the pump station and sections of connecting mainline during an emergency.

Accufacts concurs with Sunoco's safety approach regarding integrating a flare into the pump station. Accufacts is well aware of public concerns regarding the installation of a flare at the Boot Road Pump Station, but Accufacts concurs that the flare is needed for various prudent safety reasons that cannot be publicly disclosed in detail.

The pump station flare should not often be operated at a high volume. Some of the public may be acquainted with flare operations associated with larger refinery flares that can generate considerably more heat and noise than the proposed flare at Boot Road. Although future pump station modifications from other pipeline projects (Mariner East 2) might increase flaring potential, the Boot Road Pump Station flare should not be operated as frequently as a refinery flare. Should such an integration occur from another project, it should still be a fairly infrequent safety operation. Basically, the Boot Road Pump Station

⁵ 49CFR§195.262 Pumping equipment.
Accufacts Inc.

flare is needed to reduce volumes of combustibles that could be released into the environment in close proximity to the public in the Township. Accufacts thus concludes Sunoco's flare approach is fair and appropriate.

3b) Pipeline Mainline Valve Remote Actuation

Accufacts has reviewed the pipeline elevation profile provided by Sunoco that also identified various additional pump stations and mainline valve locations along the pipeline outside of the Township. The installation/placement of remotely operated valves along a pipeline, especially in an HVL pipeline, is not an exact science. In case of pipeline rupture, material in HVL pipelines (unlike most liquid pipelines) can flow uphill. This has made the development of regulations concerning the placement of such important valves subject to some interpretation, with a wide field of opinions. There is no absolute "one size fits all" solution to the placement of mainline valves on liquid pipelines, especially because valving with remote actuation can introduce additional operational complexities for a pipeline if an appropriate safety review has not been performed (such as surge analysis and thermal expansion potential) and incorporated into the installation.

Accufacts has recommended that two mainline valves that were installed as manually operated isolation valves beyond the Township be actuated to permit remote and automatic mainline valve closure, isolating segments of the pipeline in an emergency. Sunoco's acceptance to remotely actuate two suggested exiting manual mainline valves that span the Township, but are not within the Township boundaries, is a reasonable and necessary precaution and provides an additional level of protection to Township residents in the case of an emergency.

3c) Automatic and Remote Pipeline System Shutdown

Given its criticality to the overall operation of a high pressure HVL pipeline system in a highly populated area, Accufacts spent considerable time and effort reviewing and discussing with Sunoco's technical experts the system to automatically shut down the pipeline in the event of a possible rupture release. Sunoco information indicates that upon certain trigger events, usually indicative of a possible pipeline rupture, the Mariner East pipeline and pump stations will be automatically shut down, and the stations and segments of the mainline automatically isolated by strategically placed mainline valves closing. Sunoco further informs me that this important system-wide safety approach also covers major transients such as those that can occur during startup and shutdown, and major product changes. The control room operator can also manually initiate the automatic shutdown of the pipeline system.

3d) "Leak Detection" Systems

There are basically two types of pipeline releases, leaks and ruptures. Leaks are smaller rate releases from such conditions as minor cracks, pitting corrosion holes, punctures etc., where the minor size of the opening limits the rate of release. Leaks can nevertheless be dangerous depending on where they occur. The other type of releases are ruptures, high rate releases associated with large openings in the pipe caused by pipe fracture from certain anomalies or imperfections in the pipe. Ruptures by their nature are always dangerous,

Because of the complexity of hydrocarbons and pipeline operation, it is very difficult to design and install a leak detection system that can remotely identify all forms of pipeline releases. Accufacts advises that pipeline operators first focus on remotely identifying pipeline ruptures, and then attempt to improve on technology to possibly identify the much harder to recognize leaks. It is a significant challenge to reliably identify rupture releases, and technology has not yet been developed to dependably identify pipeline leaks. Too often Accufacts has observed pipeline operators trying to operate leak detection systems to capture all forms of releases only to be faced with excessive nuisance false release alarms. Leak detection approaches that generate such excessive false alarms, leak or rupture, set up control room operators to miss or ignore real release events when they occur. Accufacts has repeatedly observed in its investigations excessive false leak alarms causing control room operators to miss even pipeline rupture events.⁶ One of the objectives of the control room management regulation promulgated in 2009/2010 was to assist the operators in removing such excessive false alarms.⁷

Regarding "leak detection", the Mariner East project will first incorporate an advanced computer/automatic system that scans and monitors the pipeline and pump stations for certain parameters that are indicative of a possible pipeline rupture, and automatically initiates a full pipeline system shutdown and isolation, including pump station isolation and remote mainline valve closure, following a special required sequence. Sunoco information provided indicates a rational and progressive approach in trying to achieve pipeline rupture release detection with automated shutdown response without excessive false alarms. It is Accufacts' experience that Sunoco's particular approach may cause more false shutdowns than simple leak detection, but Sunoco has applied the use of this design that includes transient detection on their Mariner West operation, and false shutdowns have been very infrequent on that system since its startup slightly more than a year ago.

⁶ National Transportation Safety Board, NTSB, "Enbridge Incorporated Hazardous Liquid Pipeline Rupture and Release Marshall, MI July 25, 2010," NTSB/PAR-12/01, adopted July 10, 2012.

⁷ 49CFR§195.446 Control room management.
Accufacts Inc.

To complement the automatic shutdown system focused on possible larger pipeline releases, the pipeline will also incorporate a different separate non-automatic "leak detection" software package that is intended to assist the control room operator in possible pipeline leak as well as rupture identification. To enhance the effectiveness of this software leak detection system the pipeline is to be normally operated liquid full, or non-slack line. This separate approach requires the control room operator to interpret presented information of a possible release in a special format, decide if a possible release indication is real, and manually initiate a system wide shutdown if warranted. This second leak detection monitoring system relies on control room operator intervention, but is intended to supplement the automatic shutdown intended for larger releases.

Accufacts supports Sunoco's approach for both automatic shutdown and isolation for large releases, and the second "leak detection" approach that requires the control room operator to evaluate certain presented information and determine if a possible pipeline release is occurring, and manually initiate a pipeline shutdown.

3e) The Critical Role of the Control Room Operator.

While pipeline automation plays an important role in controlling and monitoring certain aspects of a pipeline operation, and can play a timely safety role in automatically shutting down and isolating a pipeline system, the control room operator nonetheless still serves an important function in pipeline operation. The control room operator is responsible for managing various operating parameters, as well as monitoring and responding to various computer signals, including responding to alarms, in their hierarchy of importance. A well designed computer system that initiates certain actions such as automatic shutdown and mainline valve closure can react faster than a human monitoring various aspects of a pipeline system. Such complexity should not override the ability of the control room operator to initiate a shutdown if he feels it is warranted. Accufacts considers Sunoco's computer monitoring and shutdown approach to be "progressive" in its efforts to assure a safe and prompt response in the event of a HVL rupture release, should it ever be needed.

Even in a system designed for automatic shutdown, the control room operator has an important role to assure that the safety equipment has performed as intended, especially in the case of a system-wide automatic shutdown. Accufacts did not see in Sunoco's original emergency procedure that, upon such an automatic shutdown, the control room operator is instructed to check the overall pipeline system to assure that the pump stations have shut down and that automatically operated valves along the mainline have properly closed to assure segment isolation. In too many pipeline rupture investigations, Accufacts has found deficient operating procedures that do not require the control room operator to assure remotely operated/actuated mainline valves have been quickly and properly closed. Sunoco has agreed to add a modification to their control room emergency procedures to assure that

the operator checks that the emergency shutdown system has performed as intended, and that mainline valves have properly closed.

3f) The Importance of Emergency Response Plans

Pipeline operators are required under federal pipeline regulation to have emergency response plans to deal with the emergencies associated with pipeline releases. Such procedures focus on protecting people first and then on property, establish who is in control and how control is handed off during various stages of a release, what type of command structure is utilized for such emergencies such as the Incident Command Structure (or ICS) that has proven to be highly effective in pipeline releases, and how communication is maintained with first responders who are usually the first to arrive at a release site. It is important that all key pipeline personnel be trained in their various roles and responsibilities in the event of a pipeline release emergency, especially pipelines moving HVL that can have serious consequences.

During an emergency involving a release, the control room plays a critical role as the emergency contact actually controlling and monitoring the pipeline to assure that appropriate equipment has been properly shutdown. The control room also serves to maintain liaison with local emergency responders until hand-off to company onsite field incident command personnel can occur. The control room thus is a critically important initial contact with local emergency responders to assure everyone is properly communicating/ coordinating during the important initial stages of a possible pipeline release where there can be much confusion.

Under federal pipeline safety regulations, the pipeline operator is required to notify and coordinate with emergency first responders during pipeline emergencies.⁸ The control room should have a list of local emergency contacts, including "other public officials." Local first responders and these officials should also have company emergency contacts and, for obvious reasons as identified above, the important pipeline control room emergency contact number(s). Because of various changes that may occur in organizations, local official contact numbers can be frustratingly difficult to keep current, but the control room contact number should usually never change. Federal pipeline safety regulations place the responsibility to keep emergency contacts with Township officials squarely on the pipeline operator for very good reasons.⁹ It is Accufacts' understanding that these important contacts for the Township have been recently updated and that Sunoco has a process for periodically updating the list.

⁸ 49CFR§195.402 Procedural manual for operations, maintenance, and emergencies.

⁹ 49CFR§195.402(e)(7).

4. Keeping Township Informed of Future Major Changes in the Pipeline's Integrity within the Township

As discussed above, a prudent safety management approach should initially assess the integrity of the pipe, periodically reassess the pipe for possible new threats, and install appropriate equipment to allow the monitoring and shutdown of the pipeline during a suspected possible emergency. At Accufacts' recommendation, Sunoco has agreed to keep the Township informed of a future possible integrity threat on the pipe within the Township identified under 49CFR§452(h)(4) (i), (ii), (iii), & (iv), *Special requirement for scheduling remediation*, once it has been discovered by the operator.¹⁰ Based on Accufacts' extensive experience this reporting requirement should assist the Township to know that the pipeline operator continues to utilize a prudent integrity management approach to avoid threats of possible pipeline rupture failure on the segments in the Township. It again should be stressed that no pipeline is anomaly free, even new pipelines, so anomalies should be expected. The key is to catch those anomalies that can quickly lead to failure, especially rupture. The federal regulatory requirements as to identified threats for which the Township will receive notice should be sufficient, and reporting any changes should not be difficult or burdensome on either the pipeline operator or the Township.

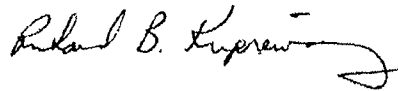
5. Accufacts' Conclusions

As discussed above, the important hydrotesting protocols utilized in November 2014 by Sunoco on the Mariner East pipeline exceed federal regulatory protocols in the application of strength hydrotesting at adequate pressures and in % SMYS. In addition, Sunoco performed an important spike hydrotest which is not currently required by pipeline safety regulations. Accufacts finds that Sunoco exceeds federal hydrotest regulatory requirements and complies with the latest PHMSA Advisory Bulletin concerning pipeline reversals as discussed earlier (ADB-2014-04). These special hydrotest approaches play an important role in assuring the integrity of the pipeline at the time of the hydrotest, even for very old pipe.

It is also Accufacts' opinion that Sunoco, on the Mariner East pipeline segment that could affect the Township, is exceeding federal pipeline safety regulations in utilizing additional integrity management approaches, prudent pump station design, mainline valve placement and actuation, pipeline monitoring, as well as control room procedures, automatic release detection safety systems, and emergency notification protocols that reflect the level of respect that transporting HVL should require in a prudent pipeline operation. While these efforts cannot guarantee against a release, they reflect a safety attitude that applies up to date

¹⁰ 49CFR§452(h)(2) *Discovery of condition* places an upper time limit of 180 days from an integrity assessment (e.g., ILI) for the threats that might be introduced in the future operation of Mariner East that can affect the Township.
Accufacts Inc.

steps to avoid a release and respect for the consequences a material release could produce, especially rupture. Accufacts concludes that the Mariner East phase 1 project, with the enhancements discussed above, meets or exceeds the prudent technical approaches commensurate with the safe transportation of HVL.



Richard B. Kuprewicz
President,
Accufacts Inc.

Small vertical text on the right margin, likely a page number or document identifier.

Members of Concerned Citizens of West Goshen Township
(All addresses are in West Chester, PA 19380)

Raymond and Holly Allen
1244 Killern Lane *Yes Proxy*

Amanda and John Buffington
1008 E. Boot Road

Mike and Carol Burkardt
1246 Victoria Lane *CB*

RV Rosana I. Chiple
1130 Laurel Drive

Derick Deangelo
1256 Victoria Lane

MD Marcella and Mark Denisewicz
in 312 Mary Jane Lane

Keith Dickerson *(NAN)*
1212 Culbertson Circle

LR Linda Erfle
1237 Killern Lane



Christine & Ted Frain
1252 Victoria Lane

Georgine Guzzi
1303 Anderson Ave *GR*

Leonard J Iacono *LI*
1324 Mary Jane Lane

Leonard Kelly *LK*
1313 Mary Jane Lane

Kevin and Krista Link *KL & KL*
1315 Mary Jane Lane

Mark and Mary Jane Lorenz
1317 Mary Jane Lane

ESM Eric and Lizann Marchetti
1308 Mary Jane Lane

*DJC
KAC*

Drew & Kimberly McCorkell
1303 Mary Jane Lane

James & Mary Meyers *JM*
1309 Mary Jane Lane

Steve and Lynn Moose *ALL OK*
1235 Hamlet Hill Dr. *SR*

EMM Erin Morelli
1322 Mary Jane Lane

Anthony Natale III
1254 Victoria Lane

*M SM
J. N.* John & Mary Nescio
1307 Mary Jane Lane

Cindy & Tim Nichols *CM
TZL
(SR)*
1223 Hamlet Hill Drive

Sharon Owen *RRR for Sharon Owen
Proxy*
1304 Mary Jane Lane

Tom Pavletich
1132 Laurel Drive

Jeff Perham *JF (SR)*
1221 Trafalgar Lane

Joseph & Deborah Radzewicz *JR DR
(SR)*
1248 Victoria Lane

Phyllis Ruggiero
1311 Mary Jane Lane

Masooda B. Siddiqui *MS*
1325 Mary Jane Lane

Diane Watson Treon
1320 Mary Jane Lane

Edna Mae Veit *EV*
1314 Mary Jane Lane

EXHIBIT B

Default Letter dated 10/3/2016

From David Brooman, Esquire

To

Christopher Lewis, Esquire



HIGH SWARTZ
Attorneys At Law LLP

David J. Brooman
(610)275-0700
Email: dbrooman@highswartz.com
www.highswartz.com

**VIA EMAIL and
FIRST CLASS MAIL**

October 3, 2016

Christopher Lewis, Esquire
Blank Rome, LLP
One Logan Square #3
130 N. 18th St.
Philadelphia, PA 19103

**Re: *Settlement Agreement between West Goshen Township
and Sunoco Pipeline, LP dated April 14, 2015 –
DEFAULT NOTICE***

Dear Chris:

This letter is in follow up to my email of August 4, 2016, in regard to the draft "Accufacts Report on Mariner East 2 Expansion Project Affecting West Goshen Township" ("Draft Safety Report"), dated August 1, 2016 and prepared by Accufacts, Inc., and Sunoco Pipeline, L.P.'s ("SPLP's") covenant to install two (2) additional remotely operated safety valves.

On August 4, 2016, pursuant to Paragraph IV.A.2.e. of the Settlement Agreement, I provided to you the Draft Safety Report of Accufacts, Inc. with respect to the Mariner East 2 Expansion Project. I have received no comments from SPLP. Assuming I do not receive any comments on or before Friday, October 7, 2016, I will assume SPLP has no comments on the Draft Safety Report and the report will be finalized and released to the public.

The second purpose of this letter is to notify SPLP that it is in default of the Settlement Agreement, specifically Paragraph II.A.7. Pursuant to this provision, SPLP covenanted and agreed to install remotely operated valves in connection with Mariner East 1 at pipeline markers 228 and 236.6. In your letter of March 29, 2016, you advised that the remotely operated valve at mile marker 228 was successfully installed, but not the valve at mile marker 236.6 due to difficulties in obtaining an easement from a landowner, required for the installation of electric and communication lines. West Goshen Township has received no additional information regarding the installation of this automatic valve despite repeated inquires.

High Swartz LLP
40 East Airy Street
Norristown, PA 19404
(610) 275-0700, Fax (610)275-5290

Offices in:
Doylestown
Norristown

Christopher Lewis, Esquire
October 3, 2016
Page 2

West Goshen Township reserves all rights under the Settlement Agreement and at law concerning this default by SPLP.

Sincerely


David J. Brooman

DJB:pro

Cc: Kristin Camp, Esquire
Casey LaLonde, Township Manager
Richard Kuprewicz

Exhibit C



Phone: (215) 569-5618
Fax: (215) 832-5618
Email: MMontalbano@BlankRome.com

April 17, 2017

VIA ELECTRONIC FILING

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

Re: Respondent Sunoco Pipeline L.P.'s Answer and New Matter To West Goshen Township's First Amended Complaint, Docket No. C-2017-2589346

Dear Secretary Chiavetta,

Enclosed for filing with the Commission is Sunoco Pipeline L.P.'s Answer and New Matter to West Goshen Township's First Amended Complaint. Copies of the Answer and New Matter have been mailed in accordance with the Certificate of Service.

Thank you for your attention to this matter, and please do not hesitate to contact me with any questions or concerns.

Very truly yours,

Michael J. Montalbano

Michael Joseph Montalbano

MJM:
Enclosures
cc: Christopher A. Lewis (*w/out enclosures*)

BLANK ROME LLP

Christopher A. Lewis (I.D. No. 29375)

Michael Montalbano (I.D. No 320943)

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*Attorneys for Defendant
Sunoco Pipeline L.P.*

WEST GOSHEN TOWNSHIP	:	
	:	
Complainant,	:	Docket No. C-2017-2589346
	:	
v.	:	
	:	
SUNOCO PIPELINE L.P.,	:	
	:	
Respondent.	:	

NOTICE TO PLEAD

Pursuant to 52 Pa. Code §§ 5.63(a) and (b), you are hereby notified that, if you do not file a written response denying or correcting the enclosed NEW MATTER of Sunoco Pipeline LLP within 20 days from service of this notice, a decision may be rendered against you. All pleadings, such as a Reply to NEW MATTER, must be filed with the Secretary of the Pennsylvania Public Utility Commission, with a copy served to counsel for Sunoco Pipeline LLP, and where applicable, the Administrative Law Judge presiding over the issue.

File with:

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, Second Floor
Harrisburg, PA 17120

With a copy to:

Christopher A. Lewis, Esquire
Michael Montalbano, Esquire
Blank Rome LLP
One Logan Square
Philadelphia, PA 19103

Dated: April 17, 2017

Christopher A. Lewis

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*Attorneys for Defendant
Sunoco Pipeline L.P.*

WEST GOSHEN TOWNSHIP	:	
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Complainant,	:	Docket No. C-2017-2589346
	:	
v.	:	
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SUNOCO PIPELINE L.P.,	:	
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Respondent.	:	
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RESPONDENT SUNOCO PIPELINE L.P.’S ANSWER AND NEW MATTER TO WEST GOSHEN TOWNSHIP’S FIRST AMENDED COMPLAINT

Respondent Sunoco Pipeline L.P. (“Respondent” or “SPLP”), through its undersigned counsel, hereby answers West Goshen Township’s (the “Township’s”) First Amended Complaint to Enforce Settlement Agreement (the “Complaint”) as follows:

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted.
5. Admitted.

6. Admitted.

7. Admitted.

8. Admitted.

ANSWER TO FIRST COUNT

9. SPLP incorporates by reference Paragraphs 1 to 8 herein as though the same were fully set forth at length.

10. Admitted in part, and denied as stated in part. While SPLP admits that the Settlement Agreement contains the language quoted in paragraph 10 of the First Amended Complaint, SPLP denies that any emphasis appears in the Settlement Agreement itself. SPLP further avers that the Settlement Agreement must be read as a whole and that particular provisions cannot be read in a vacuum and must be construed harmoniously with the remaining provisions of the Settlement Agreement.

11. Admitted in part, and denied in part. SPLP incorporates herein by reference its answer to paragraph 10 of the First Amended Complaint.

12. Admitted in part, and denied in part. SPLP incorporates herein by reference its answer to paragraph 10 of the First Amended Complaint.

13. Admitted in part, and denied in part. SPLP incorporates herein by reference its answer to paragraph 10 of the First Amended Complaint.

14. Denied as stated in part, and denied in part. The “promises, covenants, and agreements” referenced in Paragraph IV of the Settlement Agreement are the promises, covenants, and agreements that are set forth in Paragraph IV. Paragraph II of the Settlement Agreement contains *information* provided by SPLP to the Township, *not* binding promises, covenants or agreements. Paragraph IV.A.2.d of the Settlement Agreement specifies the rights and obligations of the Township in the event SPLP failed to construct and operate the facilities as recited in Paragraph II. Paragraph IV.A.2.d of the Settlement Agreement states:

“2. WGT covenants and agrees as follows:

d. As long as SPLP (i) constructs and operates facilities in WGT as described in Section II above; (ii) abides by the covenants and agreements in Section III.A.1 above; and (ii) operates in a manner consistent with the safety, design, and engineering facts and information heretofore provided to WGT’s consultant, WGT agrees that it will not file or join in any complaint against the safety of SPLP’s service or facilities with the Commission or any other federal, state or local government agency or endorse or promote any protest or action filed by the CCWGT or any other individual or group against SPLP with respect to the safety of Mariner East for the valve station described in Section II.A.2 of this Agreement.”

As explained below, the Settlement Agreement in paragraph IIA.2 stated SPLP’s plans to locate the valve station on a part of a 4.42 acre property that was adjacent to SPLP’s existing Boot Road pump station. The Settlement Agreement designated the entire 4.42 acre property, Parcel No. 52-0-10-10.1, as the “SPLP Additional Acreage.” The Settlement Agreement designated the part of the SPLP Additional Acreage on which the valve station was to be sited as the “SPLP Use Area.” Paragraph II.A.2 of the Settlement Agreement expressly permitted SPLP to relocate the valve station to a site other than the SPLP Use Area, if engineering constraints so required, so long as the new site was not on the 4.42 acres constituting the SPLP Additional Acreage.

15. Admitted.

16. Denied as stated. The ME2 project includes various facilities and appurtenances in addition to the two parallel pipelines.

17. Admitted.

18. Denied. The allegations contained in paragraph 18 of the Complaint misread the language of Paragraph II.A.2. The relevant language of Paragraph II.A.2 states:

“SPLP intends to construct the valve station in the general area depicted on the map attached hereto as Appendix 1. **If due to engineering constraints, SPLP is unable to construct the valve station in the SPLP Use Area, SPLP will notify WGT.** Nothing in this Settlement Agreement constitutes an authorization or agreement for SPLP to construct the valve station **in any location on the SPLP Additional Acreage** other than in the SPLP Use Area.” (Emphasis added.)

Contrary to the allegations of the Complaint, Paragraph II.A.2 of the Settlement Agreement requires neither that Valve 344 be located in the SPLP Use Area nor that the Township consent to its siting. To the contrary, the Settlement Agreement expressly provided that the location of the valve could be changed if engineering constraints so required. The only restriction on the location of the valve—which is made a covenant and agreement binding upon SPLP by Paragraph IV.A.1 of the Settlement Agreement—is that SPLP would not construct an above-ground permanent public utility facility **on the SPLP Additional Acreage** for any phase of the Mariner East Project (emphasis added). This promise was further reinforced by a requirement that SPLP execute a deed restriction reflecting the limitation. *See* Para. IV.A.1 of the Settlement Agreement.

In an explicit acknowledgement that the Settlement Agreement permits the valve to be relocated from the SPLP Use Area, the last sentence of Paragraph II.A.2 qualifies the sentence that precedes it by stating that the Settlement Agreement cannot be construed to permit the valve

to be moved to a location that *is* on the SPLP Additional Acreage, but which is outside the SPLP Use Area. As set forth in paragraph 17 of the Complaint, SPLP is proposing to site Valve 344 on Parcel No. 52-3-60, a 6.646 acre tract which is located across U.S. Route 202 and **not** on the 4.42 acres constituting the SPLP Additional Acreage.

19. Denied as stated. The proposed site of Valve 344 is outside the SPLP Use Area, but it is not on the SPLP Additional Acreage.

20. Admitted in part, and denied in part. SPLP admits that it did not ask for the Township's consent for the Valve 344 siting, as the Settlement Agreement does not require such consent. SPLP denies that it failed to notify the Township that it planned to move the valve and avers that it did communicate these plans to the Township. SPLP denies that it violated or breached any provision of the Settlement Agreement. In particular, the only promises, covenants, and agreements made by SPLP in the Settlement Agreement are those contained in Section IV.A.1, and that section prohibits the siting of the valve on the SPLP Additional Acreage, but not any other location within the Township.

21. Denied. SPLP has communicated to the Township that engineering constraints made siting the valve on the SPLP Use Area infeasible.

22. Denied. The submission of the plans to the Township in January, 2017 and reviewed by Richard Kuprewicz, Accufacts, Inc., indicate that the final decision as to the siting of Valve 344 was made in 2017.

23. Admitted in part, and denied in part. SPLP admits that the Settlement Agreement is dated June 15, 2015. SPLP denies the remaining allegations of paragraph 23 of the Complaint because the Township has gotten the facts backwards. SPLP had originally planned to site Valve 344 on the 6.646 acres, Parcel No. 52-3-60 (referred to as the “Janiec Tract” in the Complaint), and this is the reason why plans for doing so had been completed as of March 26, 2015. The Settlement Agreement was not fully completed and filed with the Commission until on or about May 13, 2015. In the settlement with the Township, to accommodate the Township and promote an amicable resolution, SPLP changed its plans regarding the siting of the valve on the Janiec Tract and represented that it would attempt to site the valve in the SPLP Use Area, subject to engineering constraints. Thus, SPLP’s decision to site the valve in the SPLP Use Area was made nearly two months after SPLP had originally planned to site the valve on the Janiec Tract.

24. Denied. SPLP incorporates herein by reference its answer to paragraph 23 of the Complaint. SPLP further avers that on June 15, 2015, the date of the execution of the Settlement Agreement, it planned and intended to site the valve on the SPLP Use Area, subject to engineering constraints.

25. Denied. SPLP denies that the preparation of engineering plans on or before March 26, 2015 violates a Settlement Agreement that was not completed until nearly two months later and which then had to be on file with the Commission for an additional 30 days in order to be effective under Section 507 of the Public Utility Code, 66 Pa.C.S. § 507. By way of further response, SPLP incorporates herein by reference its answers to paragraphs 23 and 24 of the Complaint.

26. Denied. SPLP incorporates herein by reference its answers to paragraphs 15 through 25 of the Complaint.

WHEREFORE, Sunoco Pipeline L.P. respectfully requests that the Commission deny the relief requested by West Goshen Township and dismiss the First Count of the Complaint with prejudice.

NEW MATTER

Pursuant to 52 Pa. Code § 5.62(b), for its New Matter to the Complaint, SPLP avers as follows:

1. A true and correct copy of the Settlement Agreement is attached to the Complaint as Exhibit “A” and incorporated herein by reference as if set forth fully at length.
2. The only promises, covenants, and agreements made by SPLP in the Settlement Agreement are the provisions set forth in Paragraph IV.A of the Settlement Agreement.
3. Count One of the Complaint fails to state a claim upon which relief can be granted because Paragraph II of the Settlement Agreement contains only information provided by SPLP, not promises, covenants, or agreements made by SPLP.
4. Prior to the Settlement Agreement, SPLP had planned to site Valve 344 on Parcel No. 52-3-60, referred to in the Complaint as the “Janiec Tract”.
5. To accommodate the Township and to promote settlement, SPLP changed its plans and in Paragraph II of the Settlement Agreement stated it would attempt to site Valve 344 on the SPLP Use Area.
6. At the time it entered into the Settlement Agreement, SPLP intended to site Valve 344 on the SPLP Use Area, subject to engineering constraints.
7. After the execution of the Settlement Agreement, SPLP’s project team and engineering group worked to determine the feasibility of siting Valve 344 on the SPLP Use Area.

8. SPLP's project team and engineering group eventually determined that it would not be feasible to site Valve 344 on the SPLP Use Area because of a multitude of engineering constraints. The engineering constraints included, among other things: insufficient room to site the equipment needed to install the valve given the demands of the horizontal directional drilling; the need to open-cut Boot Road, which would have severely disrupted traffic in the Township and created noise and inconvenience; and the creation of possible adverse impacts to Route 202 which would be avoided by siting the valve elsewhere.

9. After SPLP's project team and engineering group determined that siting Valve 344 on the SPLP Use Area was not feasible, SPLP changed the site back to the Janiec Tract.

10. Paragraph II.A.2 of the Settlement Agreement stated, in full:

“The pump station, the VCU and all accessory and appurtenant above-ground facilities associated with all phases of the Mariner East Project will be maintained within the present active site, Parcel No. 52-1-8-U, on which the existing Boot Road Pump Station currently operates (the “SPLP Existing Site”), **except that a remote operated valve station will be constructed and maintained on SPLP's adjacent 4.42 acre property, Parcel No. 52-0-10-10.1, also known as the former Janiec Tract, (the “SPLP Additional Acreage”).** The proposed location of such valve station on the SPLP Additional Acreage is depicted on the map attached hereto as Appendix 1 and incorporated by reference (the “SPLP Use Area”). SPLP intends to construct the valve station in the general area depicted on the map attached hereto as Appendix 1. **If due to engineering constraints, SPLP is unable to construct the valve station in the SPLP Use Area, SPLP will notify WGT.** Nothing in this Settlement Agreement constitutes an authorization or agreement for SPLP to construct the valve station **in any location on the SPLP Additional Acreage** other than in the SPLP Use Area.” (Emphasis added.)

11. Paragraph II.A.3 of the Settlement Agreement stated, in full:

“As of the date of execution of this Agreement, SPLP has no plan or intention to construct any additional above-ground permanent utility facilities in WGT as otherwise expressly set forth in this Agreement.”

12. SPLP's plan to construct and maintain a remotely operated valve station in WGT was expressly set forth in the Settlement Agreement in paragraph II.A.2.

13. Paragraph II.A.2 of the Settlement Agreement stated SPLP's plan to site the remotely operated valve station in the SPLP Use Area.

14. Paragraph II.A.2 of the Settlement Agreement further stated that, "[i]f due to engineering constraints, SPLP is unable to construct the valve station in the SPLP Use Area, SPLP will notify WGT."

15. The final sentence of Paragraph II.A.2 of the Settlement Agreement stated that [N]othing in this Settlement Agreement constitutes an authorization or agreement for SPLP to construct the valve station in any location **on the SPLP Additional Acreage** other than in the SPLP Use Area." (Emphasis added.)

16. Paragraph IV.A.1.a of the Settlement Agreement contains a covenant and agreement by SPLP that it "shall not construct or install any pump stations, VCUs or above-ground permanent public utility facilities **on the SPLP Additional Acreage** for any phase of the Mariner East Project." (Emphasis added.)

17. There is no language in Paragraph II.A.2 of the Settlement Agreement representing, or in Paragraph IV.A.1.a. of the Settlement Agreement covenanting and agreeing, that SPLP would not construct or install above-ground permanent public utility facilities in West Goshen Township **outside** of the SPLP Additional Acreage.

18. The limitations on using the SPLP Additional Acreage for above-ground permanent public utility facilities were reinforced through a deed restriction that was required by Paragraph IV.A.1.a of the Settlement Agreement. The deed restriction applies only to the SPLP Additional Acreage and is not applicable to any other parcels in West Goshen Township.

19. SPLP is currently proposing to site Valve 344 on the Janiec Tract, a 6.646 acre tract of property identified as Chester County Tax Parcel No. 52-3-60 (“Parcel 52-3-60”).

20. Parcel 52-3-60, the Janiec Tract, is not on the SPLP Additional Acreage.

21. Count One of the Complaint fails to state a claim upon which relief can be granted because the only promise made by SPLP relating to Valve 344 was the covenant in Paragraph IV.A.1 of the Settlement Agreement that SPLP would not construct any above-ground permanent public utility facilities on the SPLP Additional Acreage.

22. The Janiec Tract is not on the SPLP Additional Acreage, so siting Valve 344 on the Janiec Tract is not a breach of the Settlement Agreement.

23. SPLP notified the Township that it was siting Valve 344 on the Janiec Tract instead of the SPLP Use Area.

24. The Township had actual notice as of the date of the filing of its original Complaint that SPLP was proposing to site Valve 344 on the Janiec Tract, and not in the SPLP Use Area.

25. Count One of the Complaint fails to state a claim upon which relief can be granted because the Township has actual notice that SPLP intends to site Valve 344 on the Janiec Tract, and not in the SPLP Use Area.

26. In January 2017, SPLP submitted plans to the Township, therefore, Count One of the Complaint fails to state a claim upon which relief can be granted because the Township had constructive notice that SPLP intends to site Valve 344 on the Janiec Tract, and not in the SPLP Use Area.

27. Count One of the Complaint fails to state a claim upon which relief can be granted because there is no provision in the Settlement Agreement that requires SPLP to obtain the Township's consent regarding the siting of Valve 344.

28. Paragraph IV.A.2.d of the Settlement Agreement specifies the rights and obligations of the Township in the event that SPLP failed to construct and operate its facilities in the Township in accordance with Paragraph II. Paragraph IV.A.2.d states:

“2. WGT covenants and agrees as follows:

d. As long as SPLP (i) constructs and operates facilities in WGT as described in Section II above; (ii) abides by the covenants and agreements in Section III.A.1 above; and (iii) operates in a manner consistent with the safety, design, and engineering facts and information heretofore provided to WGT's consultant, WGT agrees that it will not file or join in any complaint against the safety of SPLP's service or facilities with the Commission or any other federal, state or local government agency or endorse or promote any protest or action filed by the CCWGT or any other individual or group against SPLP with respect to the safety of Mariner East for the valve station described in Section II.A.2 of this Agreement.”

29. In Paragraph IV.A.2.d, the Township covenanted and agreed that its remedy in the event the facilities were not constructed and operated as described in Paragraph II of the Settlement Agreement would be to file a safety complaint, assuming one was appropriate.

30. The Township has not alleged, and cannot allege, that siting Valve 344 on the Janiec Tract in any way threatens public safety.

31. The Township's safety expert, Accufacts, Inc., and its President, Richard Kuprewicz, have been advised of the siting of Valve 344 on the Janiec property and have not found any safety concerns with such siting.

32. Count One of the Complaint fails to state a claim upon which relief can be granted because the only remedy permitted by the Settlement Agreement for changes to the plans contained in Paragraph II of the Settlement Agreement is a safety complaint, and Count One of the Complaint contains no allegations relating to safety.

WHEREFORE, Sunoco Pipeline L.P. respectfully requests that the Commission deny the relief requested by West Goshen Township and dismiss all counts of the Complaint with prejudice.

Respectfully submitted,

BLANK ROME LLP

Dated: April 17, 2017

/s/ Christopher A. Lewis
Christopher A. Lewis (I.D. No. 29375)
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*Attorneys for Defendant
Sunoco Pipeline L.P.*

WEST GOSHEN TOWNSHIP AND
CONCERNED CITIZENS OF WEST
GOSHEN TOWNSHIP

Complainant,

v.

SUNOCO PIPELINE L.P.,

Respondent.

Docket No. C-2017-2589346

Verification

I, Harry J. Alexander, Vice President of Business Development for Sunoco Pipeline L.P., being fully authorized to make this Verification on behalf of Sunoco Pipeline L.P., states the facts set forth above in the attached Answer and New Matter to West Goshen Township's First Amended Complaint are true and correct to the best of my knowledge, information, and belief, and 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. Cons. Stat. § 4904 (relating to unsworn falsification to authorities).

Dated: April 13, 2017



HARRY J. ALEXANDER

CERTIFICATE OF SERVICE

I, Michael Montalbano, certify that on April 17, 2017, pursuant to 52 Pa. Code § 1.54 (relating to service by a party), I caused a true and correct copy of the foregoing Respondent's Answer and New Matter to West Goshen Township's First Amended Complaint to be served upon the party listed below by electronic mail and U.S. Mail, first-class, postage prepaid, and by filing it electronically with the Commission:

David Brooman, Esquire
Douglas Wayne, Esquire
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dwayne@highswartz.com

Michael J. Montalbano

Michael Montalbano
Attorney for Sunoco Pipeline L.P.

Exhibit D

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

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Attorneys for West Goshen Township

WEST GOSHEN TOWNSHIP,	:	
	:	
<i>Complainant</i>	:	Docket No. C-2017-2589346
	:	
v.	:	
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SUNOCO PIPELINE, L.P.,	:	
<i>Respondent</i>	:	
	:	

**COMPLAINANT, WEST GOSHEN TOWNSHIP’S, ANSWER TO
NEW MATTER OF SUNOCO PIPELINE L.P. TO FIRST AMENDED COMPLAINT
TO ENFORCE SETTLEMENT AGREEMENT**

Complainant, West Goshen Township (“Township”), by and through its counsel, High Swartz, LLP., hereby answers the New Matter raised by Respondent, Sunoco Pipeline, L.P. (“SPLP”), as follows:

1. Admitted.
2. Paragraph Two of the New Matter is a conclusion of law to which no responsive pleading is required. To the extent that Paragraph Two contains allegations of fact, same are denied. It is specifically denied that the only enforceable promises, covenants, and agreements made by SPLP in the Settlement Agreement are the provisions set forth in Paragraph IV.A of the Settlement Agreement. The Settlement Agreement was based on factors including but not

limited to the “Pertinent Information Provided by SPLP” in Paragraph II of the Settlement Agreement. SPLP should not be allowed to deny the Township’s foreseeable reliance on the accuracy of information and actions to be taken by SPLP that was specifically provided by SPLP and incorporated into the Settlement Agreement.

3. Paragraph Three of the New Matter is a conclusion of law to which no responsive pleading is required. To the extent that Paragraph Three contains allegations of fact, same are denied.

It is specifically denied that Count One of the First Amended Complaint to Enforce Settlement Agreement fails to state a claim upon which relief can be granted. In accepting the Settlement Agreement, the Township acted in foreseeable reliance on the representations made by SPLP throughout the Settlement Agreement and not just in Paragraph IV.A. The Township agrees with language used by SPLP in its Answer to Paragraph Ten of the First Amended Complaint, specifically that “. . . the Settlement Agreement must be read as a whole and that particular provisions cannot be read in a vacuum and must be construed harmoniously with the remaining provisions of the Settlement Agreement.”

4. Denied. The Township is without personal knowledge as to SPLP’s plans for siting Valve 344 on Parcel No. 52-3-60, otherwise known as the Janiec Tract, prior to execution of the Settlement Agreement. The Township demands full and complete proof of the factual allegations contained in New Matter Paragraph Four.

5. Denied. The Township is without personal knowledge as to SPLP’s plans to site Valve 344 prior to the Settlement Agreement or why SPLP allegedly changed its plans to agree to site Valve 344 in the SPLP Use Area as part of the Settlement Agreement. The Township demands full and complete proof of the factual allegations contained in New Matter Paragraph

Five. Moreover, the Settlement Agreement speaks for itself.

6. Denied. The Township is without personal knowledge as to SPLP's allegation that, "at the time of the Settlement Agreement, SPLP intended to site Valve 344 on the SPLP Use Area, subject to engineering constraints." SPLP's intentions are unknown to the Township. The Township demands full and complete proof of the factual allegations contained in New Matter Paragraph Six. Moreover, the Settlement Agreement speaks for itself.

7. Denied. The Township is without personal knowledge of when, why or how SPLP's project team and engineering group allegedly worked to determine the feasibility of siting Valve 344 on the SPLP Use Area. SPLP's internal workings are unknown to the Township. The Township demands full and complete proof of the factual allegations contained in New Matter Paragraph Seven.

8. Denied. The Township is without personal knowledge of the workings of or conclusions reached by SPLP's project team and engineering group, or of the alleged "engineering constraints" that SPLP is asserting as a basis to attempt to site Valve 344 outside the SPLP Use Area as set forth in the Settlement Agreement. The Township demands full and complete proof of the factual allegations contained in New Matter Paragraph Eight. To the extent that New Matter Paragraph Eight contains conclusions of law, no responsive pleading is required.

9. Denied in part, admitted in part. The Township is without personal knowledge of the workings of SPLP's project team and engineering group or the basis of SPLP's self-serving determination that siting Valve 344 on within the SPLP Use Area as set forth in the Settlement Agreement was allegedly not feasible. The Township demands full and complete proof of the factual allegations underlying the basis for SPLP's opinion that siting Valve 344 on within the

SPLP Use Area as set forth in the Settlement Agreement was not feasible. To the extent that New Matter Paragraph Nine contains conclusions of law, no responsive pleading is required. It is admitted that SPLP currently seeks to discard the requirements of the Settlement Agreement regarding the siting of Valve 344 and that SPLP now wants to site Valve 344 on the Janiec Tract. It is denied that SPLP has a legitimate basis to discard the siting requirements of the Settlement Agreement and to site Valve 344 on the Janiec Tract.

10. Admitted in part, denied in part. Admitted that Paragraph II.A.2 of the Settlement Agreement contains the cited language. Denied that any emphasis such as contained in Paragraph Ten of the New Matter appears in the Settlement Agreement itself.

11. Admitted that Paragraph II.A.3 of the Settlement Agreement contains the cited language.

12. Admitted in part, denied in part. Admitted that Paragraph II.A.2 of the Settlement Agreement refers to a remotely operated valve station located in West Goshen Township. However, as Paragraph II.A.2 of the Settlement Agreement expressly states that “Nothing in this Settlement Agreement constitutes an authorization or agreement for SPLP to construct the valve station in any location on the SPLP Additional Acreage other than in the SPLP Use Area.” It is denied that the Township agreed to siting Valve 344 in any area of West Goshen Township other than in the SPLP Use Area. The Township demands full and complete proof of any allegation by Respondent that Township gave its consent in the Settlement Agreement for siting Valve 344 in any location other than the SPLP Use Area. By way of further response, the language of Paragraph II.A.2 speaks for itself.

13. Admitted in part, denied in part. Admitted that Paragraph II.A.2 of the Settlement Agreement indicates that Valve 344 will be sited within the SPLP Use Area. Denied

that Paragraph II.A.2 set forth a plan as opposed to a commitment to site Valve 344 in the SPLP Use Area. The Township demands full and complete proof of any contention by SPLP that the Settlement Agreement did not commit SPLP to siting Valve 344 within the SPLP Use Area.

14. Admitted that Paragraph II.A.2 of the Settlement Agreement contains the cited language.

15. Admitted in part, denied in part. Admitted that Paragraph II.A.2 of the Settlement Agreement contains the quoted language. Denied that any emphasis such as contained in Paragraph Fifteen of the New Matter appears in the Settlement Agreement itself.

16. Admitted in part, denied in part. Admitted that Paragraph IV.A.1.a of the Settlement Agreement contains the quoted language. Denied that any emphasis such as contained in Paragraph Sixteen of the New Matter appears in the Settlement Agreement itself.

17. Paragraph Seventeen of the New Matter are conclusions of law to which no responsive pleading is required. The Settlement Agreement speaks for itself.

By way of further Answer, as a result of the Settlement Agreement, the Township had the reasonable expectation that SPLP would site Valve 344 within the SPLP Use Area. To state that the Settlement Agreement somehow gave SPLP a free hand to site Valve 344 or any other above-ground permanent public utility facilities in West Goshen Township outside of the SPLP use Area or Additional Acreage runs completely contrary to the prior litigation between the parties, prior dealings of the parties, the extensive settlement negotiations, and the plain language of the Settlement Agreement. SPLP's contention that the Settlement Agreement allows it a free hand to site Valve 344 or any other above-ground permanent public utility facilities in West Goshen Township outside of the SPLP Use Area would render moot a significant portion of the protections sought by the Township in entering into the Settlement Agreement. The Township

demands full and complete proof of any contention by SPLP that the Settlement Agreement did not commit SPLP to siting Valve 344 within the SPLP Use Area.

18. Paragraph Eighteen is a conclusion of law to which no responsive pleading is required. To the extent that Paragraph Eighteen contains allegations of fact, same are denied and strict proof thereof is demanded.

19. Denied as stated. SPLP unilaterally decided to site Valve 344 on the Janiec Tract. Denied that the Settlement Agreement affords SPLP the option to site Valve 344 on the Janiec Tract without the express agreement of West Goshen Township.

20. Admitted that the Janiec Tract is not on the SPLP Additional Acreage.

21. Paragraph Twenty-One is a conclusion of law to which no responsive pleading is required. To the extent that Paragraph Twenty-One contains allegations of fact, same are denied and strict proof thereof is demanded. To the extent that SPLP invites the Commission to view Paragraph IV.A.1 of the Settlement Agreement in isolation, the Township once again notes its agreement with language used in SPLP's Answer to Paragraph Ten of the First Amended Complaint, specifically that ". . . the Settlement Agreement must be read as a whole and that particular provisions cannot be read in a vacuum and must be construed harmoniously with the remaining provisions of the Settlement Agreement." It follows that SPLP should not be heard to extol reading the Settlement Agreement as a whole when this approach serves SPLP's desired conclusions, and to overlook this principle when it does not suit SPLP's goals.

22. Admitted in part, denied in part. Admitted that the Janiec Tract is not on the SPLP Additional Acreage. Denied that siting Valve 344 on the Janiec Tract is not a breach of the Settlement Agreement. To the extent that Paragraph Twenty-Two contains allegations of fact that siting Valve 344 on the Janiec Tract is not a breach of the Settlement Agreement, same are

denied and strict proof thereof is demanded.

23. Denied. Strict proof is demanded of the time, place and manner in which SPLP allegedly notified the Township of its plans to disregard the Settlement Agreement and unilaterally site Valve 344 on the Janiec Tract. By way of further response, any action by SPLP notifying the Township that SPLP intended to violate the Settlement Agreement does not excuse SPLP's violation of the Settlement Agreement.

24. Admitted in part, denied in part. Admitted that, as of the date the original Complaint was filed, the Township had received actual notice that SPLP unilaterally decided to violate the Settlement Agreement by siting Valve 344 on the Janiec Tract. Denied that the Township ever received formal notice or proof of the alleged engineering hardship, and strict proof thereof is demanded.

25. Paragraph Twenty-Five is a conclusion of law to which no responsive pleading is required. To the extent that Paragraph Twenty-Five contains allegations of fact, same are denied and strict proof thereof is demanded.

26. Paragraph Twenty-Six is a conclusion of law to which no responsive pleading is required. To the extent that Paragraph Twenty-Six contains allegations of fact, same are denied and strict proof thereof is demanded. By way of further Answer, it is denied that any "plans" that SPLP might have submitted to the Township at any time are sufficient to establish the engineering hardship that might justify re-siting Valve 344 in a location in West Goshen Township other than the SPLP Use Area.

27. Paragraph Twenty-Seven is a conclusion of law to which no responsive pleading is required. To the extent that Paragraph Twenty-Seven contains allegations of fact, same are denied and strict proof thereof is demanded. By way of further Answer, it is denied that SPLP

has established an engineering hardship that might justify re-siting Valve 344 in a location in West Goshen Township other than the SPLP Use Area.

28. Admitted in part, denied in part. Admitted that Paragraph IV.A.2.d of the Settlement Agreement contains the cited language. Otherwise, Paragraph Twenty-Eight is a conclusion of law to which no responsive pleading is required. To the extent that Paragraph Twenty-Eight contains allegations of fact, same are denied and strict proof thereof is demanded.

29. Denied. The Township only agreed to limit its remedies to the filing of a safety complaint should SPLP construct and operate its facilities in the Township within the parameters set forth in Section II of the Settlement Agreement. By way of further Answer, as SPLP has not complied with Section II of the Settlement Agreement, the Township has available to it all the rights and remedies of applicable Pennsylvania law. Moreover, Paragraph Twenty-Nine is a conclusion of law to which no responsive pleading is required.

30. Paragraph Thirty is a conclusion of law to which no responsive pleading is required. To the extent that Paragraph Thirty contains allegations of fact, same are denied and strict proof thereof is demanded. By way of further Answer, the Township denies that it cannot allege that siting Valve 344 on the Janiec Tract in violation of the Settlement Agreement does not threaten public safety.

31. Admitted in part, denied in part. Admitted that Accufacts and Mr. Kuprewicz have now been advised of the proposed siting of Valve 344 on the Janiec Tract. Denied that Accufacts and/or Mr. Kuprewicz have no safety or other concerns with the unilateral re-siting of Valve 344 from the agreed placement in the SPLP Use Area to the unauthorized proposed placement on the Janiec Tract.

32. Paragraph Thirty-Two amounts to a conclusion of law to which no responsive pleading is required. To the extent that Paragraph Thirty-Two contains allegations of fact, same are denied and strict proof thereof demanded. By way of further Answer, the first Amended Complaint to Enforce Settlement Agreement specifically alleges that SPLP has not complied with Section II of the Settlement Agreement. As SPLP has not complied with the terms of Section II of the Settlement Agreement, the Township is free to file whatever types of actions are appropriate under Pennsylvania and/or Federal law.

WHEREFORE, Complainant, West Goshen Township, respectfully requests that the Commission deny Respondent's New Matter and grant the full relief sought in Complainant's First Amended Complaint.

HIGH SWARTZ, LLP



By: David Brooman, Esquire
Douglas Wayne, Esquire
Attorneys for Complainant,
Township of West Goshen


Dated: May 4, 2017

CERTIFICATE OF SERVICE

I hereby certify that on this 4th day of May, 2017, I caused a true and correct copy of West Goshen Township's Answer to New Matter of Sunoco Pipeline L.P. To First Amended Complaint to Enforce Settlement Agreement, to be served upon the party listed below by electronic mail and U.S. Mail, first-class, postage prepaid, in accordance with the requirements of 52 Pa. Code §1.54 (relating to service by a party).

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