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June 12, 2017

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

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

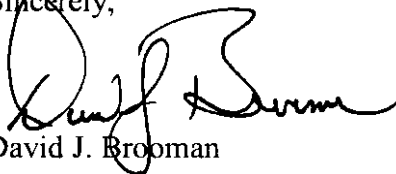
Dear Secretary Chiavetta:

Enclosed please find for filing Complainant West Goshen Township's Response in Opposition to the Motion for Judgment on the Pleadings filed by Respondent Sunoco Pipeline, Lp.

The document was filed electronically with the Commission on this date.

Should you have any questions or concerns, please feel free to contact me.

Sincerely,



David J. Brooman

DJB:pro
Enclosure

Cc: Douglas Wayne, Esquire
Michael Montalbano, Esquire
Christopher Lewis, Esquire

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Attorneys for West Goshen Township

WEST GOSHEN TOWNSHIP,

Complainant

v.

SUNOCO PIPELINE, L.P.,

Respondent

Docket No. C-2017-2589346

**COMPLAINANT, WEST GOSHEN TOWNSHIP'S, RESPONSE IN OPPOSITON
TO MOTION FOR JUDGMENT ON THE PLEADINGS FILED BY
RESPONDENT, SUNOCO PIPELINE L.P.**

Complainant, West Goshen Township (the "Township"), by and through undersigned counsel and pursuant to Section 5.201(b) of the Regulations for the Pennsylvania Public Utility Commission, 52 Pa. Code §5.201(b), files this Response in Opposition to the Motion for Judgment on the Pleadings filed by Respondent, Sunoco Pipeline, L.P. ("SPLP").

I. COUNTER-STATEMENT OF THE CASE

1. This litigation involves the placement of a valve, designated Valve 344, and facilities appurtenant to the installation and use of Valve 344 ("Valve 344") along the portion of SPLP's Mariner East 2 pipeline as it passes through the Township. At issue is the interpretation of a Settlement Agreement reached by the parties and filed with the Pennsylvania Public Utility

Commission (“Commission”) on May 15, 2015. On June 15, 2015, the Secretary of the Commission certified that the Settlement Agreement became effective.

2. On March 21, 2014, SPLP filed a Petition with the Commission requesting, inter alia, approval for the situation and construction of a building on property owned by SPLP near Boot Road in the Township. SPLP sought to build facilities related to a pump station for the Mariner East 1 pipeline project. SPLP’s Petition was initially opposed by a local citizen’s group called Concerned Citizens of West Goshen Township (“CCWGT”). The Township subsequently intervened as of right in this action to protect the health, safety and welfare and property rights of its residents. On November 7, 2014, CCWGT filed a Formal Complaint with the Commission alleging safety concerns with SPLP’s proposed facilities in the Township. This prior litigation, docketed at C-2014-2451943, was resolved by the Settlement Agreement of May 15, 2015 (effective June 15, 2015).

3. It must be recognized that at the time the Settlement Agreement was being negotiated and eventually signed, SPLP had only disclosed engineering plans for the Mariner East 1 pipeline. SPLP did not disclose specific plans for the Mariner East 2 pipeline, on the grounds that these plans were allegedly still in development. Accordingly, during the relevant time period, SPLP did not disclose that it planned to construct any above-ground facilities in the Township. SPLP’s plans for Mariner East 2, including Valve 344, were thus unknown to the Township in 2014 and 2015.

4. Throughout the negotiations that led to the Settlement Agreement, SPLP repeatedly represented to Township officials and the Township’s expert, Richard Kuprewicz of Accufacts, Inc. that, after engineering design, if any above-ground pipeline facilities needed to be placed in the Township, such facilities would be constructed by SPLP on a specific parcel of land in the

Township it owned, designated Chester County Tax Parcel No. 52-0-10-10.1,¹ known to the parties and defined in the Settlement Agreement as the “SPLP Use Area.” *See* Settlement Agreement at Paragraph II.A.2; *see also* Affidavits of Richard Kuprewicz; Ray Halvorsen, West Goshen Township Supervisor; Casey LaLonde, Township Manager; and, Kristin Camp, Township Solicitor, attached to this Response.

5. The SPLP Use Area is located adjacent to an existing Mariner East 1 pump station, and is located on the north side of Boot Road near its intersection with US Route 202.

6. On or about January 12, 2017, the Township received plans and other material from SPLP relating to SPLP’s application for an Erosion and Sediment Permit. Included in these materials were references to SPLP’s proposal to construct a new valve, Valve 344, and its appurtenant facilities, on a 6.646 acre tract of property in the Township owned by the Janiec Family. This parcel is more particularly identified as Chester County Tax Parcel No. 52-3-60, and is located on the north side of Boot Road near its intersection with the US Route 202 northbound on-ramp and Greenhill Road (“Janiec Tract”).

7. Contrary to the representations made by SPLP throughout the negotiations and in the Settlement Agreement, to build any above-ground facilities (if any were even required) within the SPLP Use Area, the proposed new site for Valve 344 is outside the SPLP Use Area. This indirect disclosure of SPLP’s plans for siting Valve 344 resulted in the Township filing a Complaint to Enforce Settlement Agreement on February 17, 2017, and the Amended Complaint to Enforce Settlement Agreement on March 30, 2017.

¹. In preparing this Response, it was discovered that the Settlement Agreement inadvertently misidentified the Chester County Tax Parcel number for the SPLP Additional Acreage. The SPLP Additional Acreage is actually designated Chester County Tax Parcel No. 52-1-10.1, not Parcel 52-0-10-10.1, as it is referred to in the Settlement Agreement. *See* Affidavits of Kristin S. Camp, Casey LaLonde, and Raymond Halvorsen, attached hereto.

8. SPLP provided no official notice to the Township that it intended to site a valve station on a property in the Township other than the SPLP Use Area. SPLP provided the Township with no engineering documentation supporting the conclusion that SPLP is unable to construct Valve 344 on the designated SPLP Use Area. Moreover, the documentation provided by SPLP to the Township in January of 2017 indicated that SPLP had made the decision to place Valve 344 on the Janiec Tract on or about March 26, 2015. This date precedes the execution date of the Settlement Agreement by some fifty (50) days and is eighty-one (81) days prior to the finalization of the Settlement Agreement on June 15, 2015.

9. SPLP's proposed action of unilaterally relocating Valve 344 from the SPLP Use Area to the Janiec Tract, without providing notice and a persuasive engineering justification for the relocation, is a material violation of the Settlement Agreement.

II. SUMMARY OF ARGUMENT

10. One of the Township's primary purposes in entering into the Settlement Agreement was to protect the health, safety and welfare and property rights of its residents. Establishing with reasonable precision the existing and future location of facilities appurtenant to the Mariner East pipeline was and remains a central goal of the Township.

11. Unfortunately, the persuasive evidence establishes that SPLP knew at the time it signed the Settlement Agreement that SPLP was, at that point, already planning to site what became known as Valve 344 on the Janiec Tract as opposed to the SPLP Use Area. SPLP apparently took advantage of its withheld information concerning the actual proposed siting of Valve 344 to induce the Township and CCWGT to sign off on a Settlement Agreement that limits the Township's rights and remedies while creating the loophole of "engineering constraints" that SPLP now seeks to exploit. SPLP's actions are disingenuous and improper.

The Township is entitled to the benefit of its bargain, and Valve 344 should be constructed on the SPLP Use Area unless SPLP shows that it is unable, due to engineering constraints (as opposed to unwilling, for undisclosed purposes), to construct Valve 344 on the SPLP Use Area. The Motion for Judgment on the Pleadings should be denied.

12. Pursuant to the Settlement Agreement, SPLP agreed that any valve station for any phase of the Mariner East Project which might be located within the Township would be built within a designated area within the confines of property it already owned, designated in the Settlement Agreement as the SPLP Use Area. *See* Settlement Agreement at Paragraph II.A.2. The only exception to this was that if engineering constraints did not allow SPLP to construct the valve station on the SPLP Use Area. *Id.* The SPLP Use Area is located on a larger tract of land known as the "SPLP Additional Acreage" and is therein designated as Chester County Tax Parcel No. 52-1-10.1.²

13. SPLP's position that the Settlement Agreement allows SPLP the unfettered freedom to construct above-ground pipeline facilities anywhere in the Township other than on the SPLP Additional Acreage is absurd. The Township never intended the Settlement Agreement to give SPLP the right to locate above-ground pipeline facilities anywhere in the Township that best served SPLP's interests. The Township very carefully limited SPLP's pipeline equipment to a small area adjacent to its Mariner East 1 pump station. The Township has provided affidavits that set forth that this was the understanding with which Township officials consented to the Settlement Agreement. *See* Affidavits of Kuprewicz, LaLonde, Halvorsen and Camp. As the Township has provided evidence that there are material questions of fact concerning the meaning of the Settlement Agreement, SPLP's Motion for Judgment on the Pleadings should be denied.

² The Township once again points out, for sake of accuracy, that the SPLP Additional Acreage is actually designated Chester County Tax Parcel No. 52-1-10.1, not Parcel 52-0-10-10.1, as it is referred to in the Settlement Agreement. *See* Affidavits of Camp, Halvorsen and LaLonde.

14. SPLP's true intentions as to where within the Township SPLP actually wanted to place a valve station only became known to the Township when, on or about January 12, 2017, the Township received materials from SPLP relating to its application for an Erosion and Sediment Permit. These documents show that, as of March 26, 2015, SPLP had made the determination to locate Valve 344 and its appurtenant facilities on the Janiec Tract. Despite this decision, on May 15, 2015, SPLP entered in the Settlement Agreement with the above-referenced provision indicating that any valve station would be located on the SPLP Use Area unless this was prevented by engineering constraints. SPLP now asserts that the Settlement Agreement gives the Township no say and no right to challenge SPLP's plan to locate Valve 344 on the Janiec Tract, where SPLP apparently planned to site Valve 344 all along. SPLP should not be allowed to improperly use the Settlement Agreement in this manner. Active deception by this "public utility" should not be overlooked or condoned, but rather penalized through affirmative injunctive relief and penalties.

15. SPLP asks the Commission to interpret the parts of the Settlement Agreement that limit SPLP's freedom of action in siting a valve station in the Township so narrowly as to be meaningless. At the same time, SPLP asks the Commission to broadly interpret and enforce the parts of the Settlement Agreement that limit the Township's rights. This unfair approach should be firmly rejected by the Commission.

16. Contrary to the creative interpretation of the Settlement Agreement proffered by SPLP, the Township therein never agreed that SPLP could build what is now known as Valve 344 and its appurtenant facilities anywhere in the Township outside the "SPLP Additional Acreage" area. SPLP's proffered interpretation of the Settlement Agreement would deprive the Township of a primary benefit of the bargain reached by the parties, which included a

commitment to site any valves or other above ground facilities needed for any phase of the Mariner East pipeline project within the Township on the SPLP Use Area, unless SPLP was unable to do so due to engineering concerns. SPLP's position that the Settlement Agreement allows it to site facilities wherever it wishes in the Township other than on the SPLP Additional Acreage has no support in the Settlement Agreement and has been properly contradicted by the affidavits attached hereto. *See* Affidavits of Kuprewicz, LaLonde, Halvorsen and Camp. These questions of material fact should lead the Commission to deny SPLP's Motion for Judgment on the Pleadings.

17. The Settlement Agreement at Section II.A.2 states: "If due to engineering constraints, SPLP is unable to construct the valve station in the SPLP Use Area, SPLP will notify WGT." The Township asserts that this clause requires SPLP to provide formal notice to the Township should engineering constraints render SPLP unable to construct a valve station in the SPLP Use Area. SPLP has never provided the Township with official notice of the proposed relocation of Valve 344 to the Janiec Tract. As the Township has not received proper notice of SPLP's proposal to relocate valve facilities away from the SPLP Use Area, the Motion for Judgment on the Pleadings should be denied and the request for relief granted.

18. The Township contends that the Settlement Agreement commits SPLP to construct any Mariner East valve facilities within the Township to the SPLP Use Area unless engineering constraints render SPLP unable to do so. It is highly significant that SPLP has not identified what engineering constraints allegedly require relocating Valve 344 from the SPLP Use Area to the Janiec Tract. *See* Affidavits of Kuprewicz, LaLonde, Camp and Halvorsen. SPLP's failure to identify what engineering constraints allegedly prevent it from honoring the valve siting commitments SPLP made in the Settlement Agreement, standing alone, justifies denial of the

Motion for Judgment on the Pleadings.

19. Further, the Township contends that Section II.A.2 of the Settlement Agreement requires SPLP not only to give notice but also to provide an objectively reasonable engineering basis supporting any contention that engineering constraints prevent SPLP from constructing Valve 344 on the SPLP Use Area. At present, SPLP seems to expect that the Township and this Commission must simply accept, at face value, SPLP's unsupported assertion that Valve 344 cannot be built on the SPLP Use Area. Representatives of the Township and its experts are entitled to examine the engineering evidence that SPLP uses to justify its blanket claim of engineering impossibility for siting the valve on the SPLP Use Area. The interpretation offered by SPLP, that Section II.A.2 somehow empowers SPLP to place Valve 344 anywhere in the Township other than on the SPLP Use Area, just by making a unilateral and unsupported contention of engineering constraints, would serve to deprive the Township of a primary benefit of the bargain reached in the Settlement Agreement. SPLP's failure to provide the Township with any engineering documentation supporting its contention that SPLP is unable to site Valve 344 on the SPLP Use Area requires denial of the Motion for Judgment on the Pleadings.

20. The Amended Formal Complaint seeks to enforce the commitment made by SPLP in the Settlement Agreement to site above-ground valve and appurtenant facilities on the SPLP Use Area, unless prohibited due to engineering constraints. At minimum, there are substantial questions of material fact concerning the meaning of various sections of the Settlement Agreement. The Township plans to conduct discovery to discern why and when the decision to place Valve 344 on the Janiec Tract was made, and by whom. At the conclusion of discovery, a hearing is necessary to protect the public interest and to determine the meaning of the Settlement Agreement. SPLP's Motion for Judgment on the Pleadings should be denied.

21. Finally, the Township contends that SPLP's Motion for Judgment on the Pleadings substantially misconstrues the Township's Amended Complaint to Enforce Settlement Agreement. The Township does not claim to have the right to permanently block construction of Valve 344 or the Mariner East 2 pipeline. The purpose of the Township's First Amended Complaint is to request that the Commission require SPLP to honor the terms of the Settlement Agreement reached between SPLP, the Township, and CCWGT. *See* attached Affidavits of Camp, Halvorsen and LaLonde. Unless and until SPLP provides a persuasive engineering justification for the proposed relocation of Valve 344 from the SPLP Use Area to the Janiec Tract, which engineering justification will be closely reviewed and scrutinized by Township experts, the Township seeks the relief of enjoining SPLP from further violations of the Settlement Agreement and requiring SPLP to remove any valve or appurtenant facilities in the Township that were constructed in violation of the Settlement Agreement.

22. SPLP has run roughshod over key promises it made in the Settlement Agreement. If SPLP considers the Mariner East project to be blocked by the instant Amended Complaint for Enforcement, then the block can readily be lifted by SPLP making the choice to honor and respect the commitment it made in the Settlement Agreement, and site Valve 344 and its appurtenant facilities within the SPLP Use Area.

III. ARGUMENT

A. Legal Standards to be Applied

23. "After the pleadings are closed but within a time so that the hearing is not delayed, a party may move for judgment on the pleadings . . ." 52 Pa.Code §5.102(a). "The judgment sought will be rendered if the applicable pleadings, depositions, answers to interrogatories and admissions, together with affidavits, if any, show that there is no genuine

issue of material fact and that the moving party is entitled to judgment as a matter of law.” 52 Pa.Code §5.102(d)(1); *see also Chester Water Authority v. Pennsylvania Public Utility Commission*, 822 A.2d 146, 149 (Pa.Cmwlt. 2003), *reversed on other grounds*, 868 A.2d 384 (Pa. 2005).

24. The legal standards for evaluating a motion for judgment on the pleadings were succinctly summarized by the Superior Court in *Williams By and Through Williams v. Lewis*, 466 A.2d 682, 683 (Pa.Super 1983).³

25. Judgment on the pleadings is only appropriate where no material facts remain in dispute. *Pennsylvania Association of State Mental Hospital Physicians, Inc. v. State Employment Retirement Board*, 484 Pa. 313, 399 A.2d 93 (1979). Only where the moving party’s right to prevail is so clear that a trial would be a fruitless exercise should a judgment on the pleadings be entered. *Nevling v. Natoli*, 290 Pa.Super 174, 434 A.2d 187 (1981).

26. Further, in ruling on a motion for judgment on the pleadings, all of the non-movant’s well-pled allegations are accepted as true, and only those facts specifically admitted by the non-movant are considered against it. *Ridge v. State Employees Retirement Board*, 690 A.2d 1312 (Pa.Cmwlt. 1997). Judgment on the pleadings is proper only where the pleadings show there are no material facts in dispute and that a hearing is unnecessary. *Travelers Casualty & Surety Company v. Castegnaro*, 565 Pa. 246, 772 A.2d 456 (2001). When determining whether to grant the motion, only the pleadings and any documents properly attached to them may be considered. *Id.* *See Chester Water Authority*, 882 A.2d at 150; *See also Chester Water Authority*, 868 A.2d at 393, citing *Travelers Casualty & Surety Company v. Castegnaro, supra*.

³ *Williams* is incorrectly cited in SPLP’s brief at page 7 as being reported at 446 A.2d 682. The actual cite is 466 A.2d. 682.

B. There are Multiple Issues of Material Fact that Prevent Granting SPLP's Motion for Judgment on the Pleadings

27. The Township strongly disagrees that this case is appropriately decided by a motion for judgment on the pleadings. There are sharp disagreements between the parties as to the intent and meaning of multiple sections of the Settlement Agreement signed May 15, 2015 (effective June 15, 2015). The Township has attached to this pleading affidavits from Richard Kuprewicz, President of Accufacts, Inc.; Township Manager Casey LaLonde; Township Solicitor Kristin S. Camp; and, Ray Halvorsen, a member of the Board of Supervisors for the Township. All four affiants agree that they understood that the Settlement Agreement required SPLP to place all above-ground valve facilities to be located within the Township on the SPLP Use Area unless engineering constraints rendered this impossible. The affiants were unaware at the time of the Settlement Agreement that SPLP already had plans to locate Valve 344 outside the SPLP Use Area and on the Janiec Tract.

28. Mr. Kuprewicz is clear that, at the time of the Settlement Agreement, he was only given plans from Mariner East 1 to review, and that he was not supplied with plans for Mariner East 2. The Township affiants concur that the first time the Township became aware of SPLP's plans to locate Valve 344 of Mariner East 2 outside the SPLP Use Area and on the Janiec Tract, was on or about January 12, 2017, when SPLP provided the Township with documents concerning SPLP's Erosion and Sediment Permit. None of the affiants have seen documents which in any way would support SPLP's contention that Valve 344 cannot be built on the SPLP Use Area. *See* attached affidavits.

29. The attached affidavits establish that the Township representatives and pipeline safety consultant have completely differing views from SPLP on the material issue of whether the Settlement Agreement requires SPLP to locate Valve 344 and its appurtenant facilities within the

SPLP Use Area unless engineering constraints made this impossible. These same affidavits raise material questions of fact concerning whether SPLP has provided the Township with any documentation to establish that Valve 344 and its appurtenant facilities cannot be built on the SPLP Use Area.

30. Further, there are material questions of fact concerning the effect of the existence of plans prepared by SPLP in March of 2015 concerning SPLP's intention, at that time, to locate Valve 344 and its appurtenant facilities on the Janiec Tract.

31. The issues of material fact presented by any one of these issues would render it appropriate to deny the instant Motion for Judgment on the Pleadings. Taken individually or together, these areas of disagreement concerning material questions of fact in the interpretation of the Settlement Agreement mandate denial of the instant Motion for Judgment on the Pleadings

C. The Settlement Agreement Must Be Read as a Whole, with All Sections Binding on All Parties

32. In *Ramalingham v. Keller Williams Realty Group, Inc.*, 121 A.3d 1034, 1046

(Pa.Super. 2015), the Superior Court noted:

The fundamental rule in interpreting the meaning of a contract is to ascertain and give effect to the intent of the contracting parties. The intent of the parties to a written agreement is to be regarded as being embodied in the writing itself. The whole instrument must be taken together in arriving at contractual intent. Courts do not assume that a contract's language was chosen carelessly, nor do they assume that the parties were ignorant of the meaning of the language they employed. **When a writing is clear and unequivocal, its meaning must be determined by its contents alone.**

Only where a contract's language is ambiguous may extrinsic or parol evidence be considered to determine the intent of the parties. A contract contains an ambiguity if it is reasonably susceptible of different constructions and capable of being understood in more than one sense. This question, however, is not resolved in a vacuum. Instead, contractual terms are ambiguous if they are subject to more than one reasonable interpretation when applied to a particular set of facts. In the absence of an ambiguity, the plain meaning of the agreement will be enforced.

The meaning of an unambiguous written instrument presents a question of law for resolution by the court.

Ramalingham, Id., citing *Murphy v. Duquesne Univ. of the Holy Ghost*, 565 Pa. 571, 777 A.2d 418, 429–30 (2001) (citations and quotation marks omitted and emphasis added by the *Ramalingham* Court).

33. Whereas the Township contends that the entire Settlement Agreement must be read as a whole and that all Sections thereof are binding on both SPLP and the Township, SPLP asks the Commission to effectively ignore the representations, information and commitments made and provided by SPLP in Section II while strictly enforcing the commitments made by the Township in Section IV. SPLP's position is untenable as a matter of contract law, and should be rejected by the Commission.

34. The Settlement Agreement is divided into five Sections. Section II of the Settlement Agreement is entitled Pertinent Information Provided by SPLP. Section II.A of the Settlement Agreement includes the following statement: "WGT and CCWGT expressly rely on the accuracy of the SPLP Information in reaching this Agreement." 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 I 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).

35. Section 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.

36. Section III of the Settlement Agreement references and incorporates a report prepared by Richard Kuprewicz of Accufacts, Inc., “a nationally recognized expert in the field of liquids pipeline safety.” The Kuprewicz Report was attached as Appendix 5 and was made part of the Settlement Agreement.

37. Section 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 . . .” Section IV.A.1.a of the Settlement Agreement states, in relevant part:

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 use 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.

38. In Section IV.A.2.d of the Settlement Agreement, the Township agrees:

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

39. The Township asserts that all Sections of the Settlement Agreement must be given

force and effect. SPLP's position that Section IV binds the Township while SPLP is unconstrained by Section II violates basic principles of contract law and should be rejected by the Commission.

D. SPLP Has Not Provided the Township with Appropriate Notice or Any Engineering Basis From Which It Can be Objectively Concluded that Valve 344 Cannot Be Built on the SPLP Use Area Due to Engineering Constraints

40. The Settlement Agreement at Section II.A.2 requires SPLP to notify the Township if engineering constraints rendered SPLP unable to locate valve facilities in the SPLP Use Area. The only notice the Township has received of the proposed relocation was contained within the Erosion and Sediment permit application documents provided to the Township on or about January 12, 2017. The Township contends that the notice of relocation required by the Settlement Agreement is more than indirect reference in copies of documents provided in the context of SPLP's application for an Erosion and Sediment permit. As the Township denies it has received proper notice pursuant to the Settlement Agreement of SPLP's proposed relocation of Valve 344, the Motion for Judgment on the Pleadings should be denied.

41. The Township contends that the plain and unambiguous language of the Settlement Agreement expressly states where any above-ground valve facilities in the Township are to be constructed, and that is within the SPLP Use Area unless objectively verifiable engineering constraints render this location unable to be used. Concern about the location of any possible above-ground facilities to be located within the Township was amongst the important negotiating points for the Township in reaching the Settlement Agreement. *See* attached Affidavits from Casey LaLonde, Ray Halvorsen and Kristin S. Camp. The Township would never have agreed to give SPLP unfettered discretion to locate valve facilities away from the SPLP Use Area.

42. SPLP's contention that the Settlement Agreement granted it a free hand to relocate Valve 344 and its appurtenant facilities from the SPLP Use Area to anywhere in the Township other than on a parcel of land identified as the SPLP Additional Acreage, does violence to the plain language of the Settlement Agreement and to the intention of the Township to strictly constrain the area in which above-ground facilities were to be located. It is disingenuous to suggest that the Township would have agreed to limit its future right to make safety complaints if the Settlement Agreement fails to constrain the location of Valve 344 to the SPLP Use Area. The Township has fought hard throughout SPLP's application processes to ensure the pipelines and related facilities for all phases of the Mariner East Project are constrained to specific areas in the Township to protect the health, safety and welfare of its residents. SPLP's invitation to give force and effect to Section IV while declining to enforce Section II should be rejected by the Commission.

43. Moreover, for purposes of the instant Motion, the Township points out that SPLP has admitted, in its Motion for Judgment on the Pleadings at page 4, paragraph 8, that "[s]ection II contains 'Pertinent Information Provided by SPLP.'" In that section, SPLP stated its intent at the time of the Settlement Agreement to locate any valve station on a tract of land defined as the 'SPLP Use Area.'" Accordingly, the Township and SPLP completely agree on the key point that, at the time the Settlement Agreement was signed, SPLP represented to the Township and CCWGT that any above-ground valve station within the Township would be sited on the SPLP Use Area. SPLP could only make this representation with the intent that the Township and CCWGT would rely upon it. SPLP should not be allowed to ignore key representations made with the intent that the Township and the CCWGT rely thereon.

44. As if the point needed stronger emphasis, the Township reminds the Commission

that Section II.A of the Settlement Agreement specifically states that “WGT and CCWGT expressly rely on the accuracy of the SPLP Information in reaching this Agreement.” The conclusion cannot be avoided that, as a result of the Settlement Agreement, the Township reasonably expected any valve station on the Mariner East project, including but not limited to Valve 344 and its appurtenant facilities, to be sited on the SPLP Use Area. Based on the plain language of the Settlement Agreement, SPLP encouraged the Township to have this expectation. While SPLP takes the position that this language does not create a binding promise, the Township contends otherwise. At minimum, SPLP should be considered estopped from taking any position contrary to the representations made in the Settlement Agreement.⁴

45. Township officials were very much under the impression that, as a result of the Settlement Agreement, any above-ground facilities within the Township necessitated by SPLP’s pipelines would be built within the SPLP Use Area. *See* Affidavits of LaLonde, Halvorsen and Camp. Richard Kuprewicz had this same impression. *See* Affidavit of Kuprewicz. The well-pled allegations by the Township are therefore supported by affidavits that, for purposes of the instant Motion for Judgment on the Pleadings, must be considered as true. Accordingly, the Commission must take evidence and make factual findings as to the intent of the language of the Settlement Agreement regarding the siting of above-ground valve facilities, including the siting of Valve 344.

46. SPLP’s argument that the Settlement Agreement empowers SPLP to site Valve 344 anywhere in the Township other than on the SPLP Additional Use Area defies common sense. Taken to its logical extreme, if SPLP’s interpretation were accurate, then SPLP could

⁴ Promissory estoppel requires the following elements: “(1) the promisor made a promise that [it] should have reasonably expected would induce action or forbearance on the part of the promisee; (2) the promisee actually took action or refrained from taking action in reliance on the promise; and (3) injustice can be avoided only by enforcing the promise.” *V-Tech Services, Inc. v. Street*, 72 A.3d 270 (Pa.Super 2013). The Township should be allowed to pursue discovery in support of this theory.

choose to locate Valve 344 anywhere in West Goshen Township, including but not limited to Township parks or on the grounds of any Township elementary school. There is no way that the officials of the Township would have agreed to such unfettered discretion. A primary purpose of the Settlement Agreement was to protect the health, safety and welfare of West Goshen residents and limit Mariner East above-ground valve facilities to the existing Mariner East 1 pump station site, barring engineering constraints. SPLP's self-serving interpretation that the Settlement Agreement intended to leave SPLP with unfettered discretion to site Valve 344 anywhere in the Township other than in the SPLP Additional Acreage is unreasonable and is fully contested by the Township. Hearings and full discovery are necessary to interpret and enforce the Settlement Agreement.

47. Prior to January 12, 2017, the Township had no reason to believe that SPLP would not honor the Settlement Agreement and construct any necessary above-ground facilities for any phase of the Mariner East project within the SPLP Use Area. However, on or about January 12, 2017, the Township received information from SPLP relating to SPLP's application for an Erosion and Sediment permit for the Mariner East 2 project. According to these materials, the Township discovered that SPLP proposed to install Valve 344 and its appurtenant facilities not in the SPLP Use Area but instead on the Janiec Tract. There is no dispute that the Janiec Tract is outside the SPLP Use Area. 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"* (emphasis supplied). SPLP's proposed unilateral relocation of Valve 344 from the SPLP Use Area to the

Janiec Tract without providing the Township with reasonable notice and proof that engineering constraints render it impossible to site Valve 344 within the SPLP Use Area is therefore a material violation of the Settlement Agreement.

48. SPLP's Motion for Judgment on the Pleadings places great weight on language contained in Section II.A.2 of the Settlement Agreement that "if due to engineering constraints, SPLP is unable to construct the valve station in the SPLP Use Area, SPLP will notify WGT." SPLP would have the Commission interpret the aforementioned language as something akin to "should SPLP, without presenting the Township with any engineering justification, independently decide that it is desirable for SPLP to locate above-ground facilities wherever it pleases, SPLP shall notify the Township, which shall have no recourse or way to challenge SPLP's assertion of engineering constraints or the unilateral relocation of above-ground valve facilities to wherever in the Township suits SPLP." Surely, common sense standards of reasonableness should control the actual language used in the Settlement Agreement.

49. A much more reasonable interpretation of the cited language would be that, should SPLP run into engineering constraints that it believes render it unable to construct a necessary valve on the SPLP Use Area, SPLP will formally notify the Township and present the engineering data supporting SPLP's position to the Township. SPLP's engineering data could then be analyzed by Mr. Kuprewicz and other Township experts, and the Township's response to a proposed relocation of above-ground facilities would be guided by that independent expertise. Nevertheless, what the aforementioned language from Section II.A.2 surely does not do is empower SPLP to unilaterally declare engineering constraints exist and allow SPLP to site Valve 344 wherever it pleases within the Township.

50. The Township has presented several affidavits supporting the understanding of its

officials that SPLP has not presented any engineering documentation to the Township that establishes that Valve 344 cannot be built on the SPLP Use Area due to engineering constraints. *See* Affidavits of Casey LaLonde, Ray Halvorsen and Kristin S. Camp. Also attached to this response is an affidavit from Richard Kuprewicz of Accufacts, Inc. Mr. Kuprewicz's expertise in the area of liquids pipeline safety has been acknowledged by both sides. *See* Settlement Agreement at Section III. Mr. Kuprewicz has been the Township's consultant since 2014, and SPLP is well aware of Mr. Kuprewicz's central role in reaching the Settlement Agreement. Mr. Kuprewicz concurs with the Township officials insofar as he also has not seen any documentation from SPLP that demonstrates that engineering constraints prevent siting Valve 344 on the SPLP Use Area. *See* Kuprewicz Affidavit. The question of whether sufficient engineering information which might serve to justify a relocation of Valve 344 has been supplied to the Township and/or Mr. Kuprewicz presents material questions of fact that should lead the Commission to deny SPLP's Motion for Judgment on the Pleadings.

E. The Township Should Be Allowed to Conduct Discovery Into the Issue of Whether SPLP Planned to Violate the Settlement Agreement Before It Was Even Signed

51. In the Amended Complaint, at Paragraph 22, the Township alleges that plans submitted to the Township by SPLP in January 2017 indicate that SPLP made the decision to locate Valve 344 on the Janiec Tract and not the SPLP Use Area *on or about March 26, 2015*. In Paragraph 23, the Township points out that March 26, 2015 is well before the Settlement Agreement was signed on May 15, 2015 and before the Settlement Agreement became final on June 15, 2015.

52. It must be recognized by the Commission that, in its Answer to Paragraph 22 of the Amended Complaint, SPLP denied that the determination to relocate Valve 344 was made in

2015. This contradiction presents a key question of material fact that cannot properly be determined on a Motion for Judgment on the Pleadings. Further, in its Answer to Paragraph 23, SPLP takes the position that SPLP had originally planned to site Valve 344 on the Janiec Tract, and then, as part of the Settlement Agreement, “represented that it would attempt to site the valve in the SPLP Use Area, subject to engineering constraints.”

53. It is unbelievably convenient that SPLP would originally plan to place Valve 344 on the Janiec tract, then execute a Settlement Agreement in which it “represented” that it would “attempt” to site any valve within the SPLP Use Area, and then, *voila*, come to the unilateral conclusion that engineering constraints prevented siting Valve 344 on the SPLP Use Area, so this valve is now again proposed to be sited on the same Janiec Tract where SPLP originally wanted to site Valve 344. Adding insult to injury, SPLP now wants to enforce other portions of the Settlement Agreement which SPLP asserts act to bar the Township from any means of meaningfully challenging SPLP’s decision to site Valve 344 exactly where SPLP wanted it sited before settlement negotiations commenced. The Township should be entitled to conduct discovery necessary to obtain the facts underlying these contradictions.

54. Moreover, in its Motion for Judgment on the Pleadings, at page 8, paragraphs 26 to 29, SPLP does not even try to deny the Township’s claim that SPLP breached Section IV.A of the Settlement Agreement when it prepared plans in March of 2015 to place Valve 344 on the Janiec Tract. Instead, SPLP asserts that 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.” *Id.* (emphasis in original). Stripped to its essence, SPLP always planned to place Valve 344 on the Janiec Tract, but to entice the Township and CCWGT to settle, it made a representation that we would try to place

Valve 344 on the SPLP Use Area. SPLP should be forced to honor both the spirit and letter of the Settlement Agreement.

55. The relevant provisions of the Settlement Agreement require SPLP to make reasonable efforts to site Valve 344 on the SPLP Use Area as promised. The Township should be allowed to conduct discovery on the facts in dispute, including but not limited to: (1) the circumstances by which SPLP originally planned in March 2015 to place Valve 344 on the Janiec Tract and its actual efforts to place the valve on the SPLP Use Area; (2) whether legitimate engineering constraints actually prevent SPLP from constructing Valve 344 on the SPLP Use Area; (3) all appropriate alternatives to siting Valve 344 on the Janiec Tract, including the elimination of the valve.

IV. CONCLUSION

56. A Motion for Judgment on the Pleadings is only appropriately granted where no material facts remain in dispute. This is not the situation in this case. The Township believed that, as a result of the Settlement Agreement, SPLP was committed to place any above-ground pipeline facilities within the SPLP Use Area unless engineering constraints rendered SPLP unable to do so. SPLP believes otherwise. The Commission is not being asked to rewrite the Settlement Agreement; rather, the Township asks the Commission to require SPLP to comply with the intent and purpose of the Settlement Agreement as read in its entirety.

57. Multiple factual issues separate the parties concerning the meaning and intent of the Settlement Agreement. These issues include but are not limited to: (1) whether the Settlement Agreement requires SPLP to construct any above-ground valve station facilities in the Township within the SPLP Use Area unless SPLP is unable to do so due to engineering constraints; (2) whether SPLP gave the Township proper notice of its intention to relocate Valve

344 from the SPLP Use Area to the Janiec Tract; (3) whether SPLP withheld material information about its plans for the Mariner 2 pipeline at the time the Settlement Agreement was negotiated and executed; (4) whether SPLP always intended to site Valve 344 on the Janiec Tract and misrepresented this intention at the time of the Settlement Agreement; (5) what are the engineering constraints that allegedly prevent SPLP from constructing Valve 344 on the SPLP Use Area; (6) what rights does the Township have to review the alleged engineering constraints that might be identified as preventing the installation of valve facilities outside the SPLP Use Area.; and (7) whether the Settlement Agreement grants SPLP the right, as asserted in its Motion, to locate valve facilities anywhere it wishes in the Township other than on the SPLP Additional Acreage. In light of the existence of many questions of material fact, a Judgment on the Pleadings should be denied.

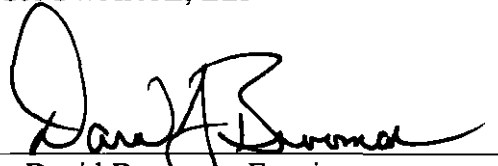
58. The Township contends that SPLP has violated the clear and unambiguous terms of the Settlement Agreement by promising to site any necessary above-ground valve facilities within the SPLP Use Area while actually always planning to site what is now known as Valve 344 and its appurtenant facilities on the Janiec Tract. If proven, this would be a material violation of the Settlement Agreement. The Township should be allowed to conduct discovery in support of this contention, and SPLP's Motion for Judgment on the Pleadings should be denied.

59. The plain meaning of Section II.A.2 of the Settlement Agreement requires SPLP to present the Township with a reasonable engineering basis justifying moving Valve 344 from the SPLP Use Area to the Janiec Tract. SPLP has not provided any documentation that there is an engineering necessity underlying the proposed relocation. Factual and engineering information needs to be disclosed and evaluated so that a record can be developed concerning the

factual question of whether engineering necessity supports SPLP's proposed relocation of above-ground valve facilities from the SPLP Use Area to the Janiec Tract. The Motion for Judgment on the Pleadings should be denied.

60. **WHEREFORE**, Complainant, West Goshen Township, respectfully requests that the Commission deny Respondent's Motion for Judgment on the Pleadings and proceed to hearing on the allegations made and relief sought in Complainant's First Amended Complaint to Enforce Settlement Agreement.

HIGH SWARTZ, LLP



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

Dated: June 12, 2017

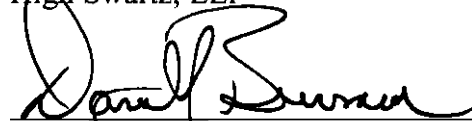
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CERTIFICATE OF SERVICE

I hereby certify that on this 12th day of June, 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).

Michael Montalbano, Esquire
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

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BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

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Douglas Wayne, Esquire
Attorney I.D. No. 69410
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dbrooman@highswartz.com
dwayne@highswartz.com

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Attorneys for West Goshen Township

WEST GOSHEN TOWNSHIP,

Complainant

v.

SUNOCO PIPELINE, L.P.,

Respondent

Docket No. C-2017-2589346

AFFIDAVIT OF CASEY LaLONDE

I, Casey LaLonde, being duly sworn according to law, do hereby depose and state the following to be true and correct to the best of my knowledge and/or based upon my information and belief:

1. My name is Casey LaLonde. I am currently the Township Manager of West Goshen Township ("Township"). I was Township Manager in March of 2014 when SPLP filed a Petition with the Pennsylvania Public Utility Commission requesting 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 proposed pumping station for the Mariner East 1 pipeline.
2. On behalf of the Township, I was involved in the negotiations that led to the Settlement Agreement that resolved SPLP's Petition as referenced in Paragraph 1.
3. One of the Township's purposes in entering into the Settlement Agreement was to protect the safety and property rights of its residents. Establishing with reasonable precision the potential location of facilities appurtenant to the Mariner East pipeline was a central goal of the Township.

4. My understanding of the Settlement Agreement was that SPLP agreed that any valve station which might be located within the Township would be built within a designated area within the confines of property designated in the Settlement Agreement as the SPLP Use Area . The only exception to this was that if engineering constraints did not allow SPLP to construct the valve station on the SPLP Use Area. The SPLP Use Area is located on a larger tract of land known as the "SPLP Additional Acreage" and is designated Chester County Tax Parcel No. 52-1-10.1(incorrectly referred to in the Settlement Agreement as 52-0-10-10.1).
5. As of May and June of 2015, I was unaware that SPLP planned or proposed placing a valve and its appurtenant facilities on the parcel of land identified as Tax Parcel No. 52-3-60 ("Janiec Tract"), or on any location in the Township other than on the SPLP Use Area.
6. My understanding as of 2015 was that the pump station, the VCU and all accessory and appurtenant above-ground facilities associated with all phases of the Mariner East Project would be maintained within the present active site, Parcel No. 52-1-8-U, on which the existing Boot Road Pump Station currently operates and is known as the SPLP Existing Site. The exception to this was that a remote operated valve station would be constructed on SPLP's adjacent 4.42 acre property, designated Parcel No. 52-1-10.1, known as the SPLP Additional Acreage. The proposed location of this valve station on the SPLP Additional Acreage is depicted on the map attached to this affidavit as Exhibit A and is designated the SPLP Use Area. This is the same map that is attached to the Settlement Agreement as Appendix 1.
7. It was my understanding in 2015 that, subject to any engineering constraints, SPLP intended to construct the valve station on the SPLP Use Area as depicted in the attached map. The valve station was to be constructed on the SPLP Use Area unless SPLP was unable to do so due to engineering constraints.
8. In the Settlement Agreement, the Township never intended to agree or acquiesce to the siting of Valve 344 and its appurtenant facilities anywhere in the Township outside of the SPLP Use Area. The Township fully expected that any new above-ground facilities, if any, required by the siting of Valve 344 would be constructed solely on the SPLP Use Area.
9. In reviewing what was then the proposed Settlement Agreement, I considered all Sections of the Settlement Agreement to be material and fully enforceable. I relied on the representations made by SPLP throughout the Settlement Agreement, including but not limited to the representations made in Section II.
10. The first time I became aware of SPLP's plans to locate valve and appurtenant facilities on the Janiec Tract was on or about January 12, 2017, when SPLP supplied the Township with documentation concerning SPLP's application for an Erosion and Sediment Permit. Documents contained within the Erosion and

Sediment Permit application indicated that SPLP had planned to locate a pipeline valve and appurtenant facilities on the Janiec Tract. Prior to receipt of these documents by the Township, I was unaware that SPLP intended to site Valve 344 and its appurtenant facilities on the Janiec Tract and not the SPLP Use Area.

11. To my knowledge and belief, SPLP has never supplied the Township with any engineering or other documents that might support a contention that Valve 344 and its appurtenant facilities cannot be built within the SPLP Use Area due to engineering constraints.
12. The Janiec Tract is located outside of the SPLP Use Area.

Date: June 8, 2017

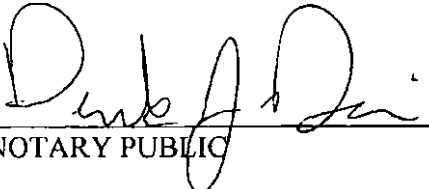


CASEY LaLONDE

Commonwealth of Pennsylvania

County of Chester

On this 8th day of June, 2017, before me personally appeared Casey LaLonde, to me known to be the person named in and who executed the above document and acknowledged that he executed the same as his own free act and deed.



NOTARY PUBLIC

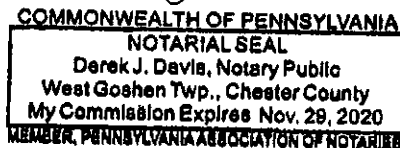


EXHIBIT A

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NOTES:
1. CONTRACTOR SHALL VERIFY ALL DIMENSIONS.

Kearney Engineering, Inc.
15201 C. Ameghino Rd. 010
Concord, MA 01742
(508) 783-6811

ENGINEERING RECORD		REV. 2	DATE 04/17/15	APP. [Signature]	FOR CONSTRUCTION	DATE	BY
DRAWN BY	LCR			SE OFFICE		APPROVAL	
CHECKED BY	YAG			LLC			
APPROVED BY	YAG						
DATE	011-03-17						
SCALE	AS SHOWN						
NO FROM / TO	0000 / 0000						

<p>Susaco Logistics Partners L.P.</p>	BOOT STATION GENERAL ARRANGEMENT SPLP USE AREA EXHIBIT	
	DWG. NO.	2896-BOO2-EXHIBIT 2
DWG. NO.		SCALE
		E

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

David J. Brooman, Esquire
Attorney I.D. No. 36571
Douglas Wayne, Esquire
Attorney I.D. No. 69410
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dbrooman@highswartz.com
dwayne@highswartz.com

Attorneys for West Goshen Township

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WEST GOSHEN TOWNSHIP,

Complainant

Docket No. C-2017-2589346

v.

SUNOCO PIPELINE, L.P.,

Respondent

AFFIDAVIT OF RAYMOND H. HALVORSEN

I, Raymond H. Halvorsen, being duly sworn according to law, do hereby depose and state the following to be true and correct to the best of my knowledge and/or based upon my information and belief:

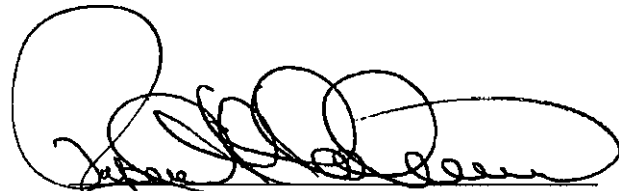
1. My name is Raymond H. Halvorsen. I am currently a member of the Board of Supervisors of West Goshen Township ("Township"). I was a member of the Township Board of Supervisors in March of 2014 when SPLP filed a Petition with the Pennsylvania Public Utility Commission requesting approval for the situation and construction of a building on property owned by SPLP near Boot Road in West Goshen Township to house facilities related to a proposed pumping station for the Mariner East 1 pipeline.
2. On behalf of the Township, I was involved in the negotiations that led to the Settlement Agreement that resolved SPLP's Petition as referenced in Paragraph 1.
3. One of the Township's purposes in entering into the Settlement Agreement was to protect the safety and property rights of its residents. Establishing with reasonable precision the potential location of facilities appurtenant to the Mariner East pipeline was a central goal of the Township.

4. My understanding of the Settlement Agreement was that SPLP agreed that any valve station which might be located within the Township would be built within a designated area within the confines of property designated in the Settlement Agreement as the SPLP Use Area . The only exception to this was that if engineering constraints did not allow SPLP to construct the valve station on the SPLP Use Area. The SPLP Use Area is located on a larger tract of land known as the "SPLP Additional Acreage" and is designated Chester County Tax Parcel No. 52-1-10.1(incorrectly referred to in the Settlement Agreement as 52-0-10-10.1).
5. As of May and June of 2015, I was unaware that SPLP planned or proposed placing a valve and its appurtenant facilities on the parcel of land identified as Tax Parcel No. 52-3-60 ("Janiec Tract"), or on any location in the Township other than on the SPLP Use Area.
6. My understanding as of 2015 was that the pump station, the VCU and all accessory and appurtenant above-ground facilities associated with all phases of the Mariner East Project would be maintained within the present active site, Parcel No. 52-1-8-U, on which the existing Boot Road Pump Station currently operates and is known as the SPLP Existing Site. The exception to this was that a remote operated valve station would be constructed on SPLP's adjacent 4.42 acre property, designated Parcel No. 52-1-10.1, known as the SPLP Additional Acreage. The proposed location of this valve station on the SPLP Additional Acreage is depicted on the map attached to this affidavit as Exhibit A and is designated the SPLP Use Area. This is the same map that is attached to the Settlement Agreement as Appendix 1.
7. It was my understanding in 2015 that, subject to any engineering constraints, SPLP intended to construct the valve station on the SPLP Use Area as depicted in the attached map. The valve station was to be constructed on the SPLP Use Area unless SPLP was unable to do so due to engineering constraints.
8. In the Settlement Agreement, the Township never intended to agree or acquiesce to the siting of Valve 344 and its appurtenant facilities anywhere in the Township outside of the SPLP Use Area. The Township fully expected that any new above-ground facilities, if any, required by the siting of Valve 344 would be constructed solely on the SPLP Use Area.
9. In reviewing what was then the proposed Settlement Agreement, I considered all Sections of the Settlement Agreement to be material and fully enforceable. I relied on the representations made by SPLP throughout the Settlement Agreement, including but not limited to the representations made in Section II.
10. The first time I became aware of SPLP's plans to locate valve and appurtenant facilities on the Janiec Tract was on or about January 12, 2017, when SPLP supplied the Township with documentation concerning SPLP's application for an Erosion and Sediment Permit. Documents contained within the Erosion and

Sediment Permit application indicated that SPLP had planned to locate a pipeline valve and appurtenant facilities on the Janiec Tract. Prior to receipt of these documents by the Township, I was unaware that SPLP intended to site Valve 344 and its appurtenant facilities on the Janiec Tract and not the SPLP Use Area.

11. To my knowledge and belief, SPLP has never supplied the Township with any engineering or other documents that might support a contention that Valve 344 and its appurtenant facilities cannot be built within the SPLP Use Area due to engineering constraints.
12. The Janiec Tract is located outside of the SPLP Use Area.

Date: June 8, 2017



RAYMOND H. HALVORSEN

Commonwealth of Pennsylvania

County of Chester

On this 8th day of June, 2017, before me personally appeared Raymond H. Halvorsen, to me known to be the person named in and who executed the above document and acknowledged that he executed the same as his own free act and deed.



NOTARY PUBLIC

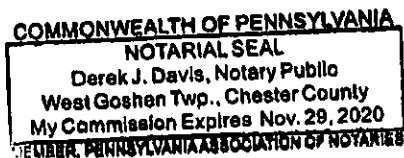


EXHIBIT A

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NOTES:

1. CONTRACTOR SHALL VERIFY ALL DIMENSIONS.


 Rasney Engineering, Inc.
 12201 E. Argonne Rd. C10
 Centennial, CO 80112
 (303) 782-0911

E 04/19/15 REV. DATE APPY		PER EXIST ONLY NOT FOR CONSTRUCTION		LIC APPROVAL
ENGINEERING RECORD DRAWN BY LGDE CHECKED BY TAW APPROVED BY CANN DATE 04-15-17 SCALE KCS 10 1/8" = 1'		BOOT STATION GENERAL ARRANGEMENT SPLP USE AREA EXHIBIT  Sunoco Logistics Partners L.P.		
GLO DRAWING NO		GLO NO 2896-BOO2-EXHIBIT 2		REV. NO E

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
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Norristown, PA 19404
610-275-0700 [phone]
610-275-5290 [facsimile]
dbrooman@highswartz.com
dwayne@highswartz.com

Attorneys for West Goshen Township

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WEST GOSHEN TOWNSHIP,

Complainant

v.

SUNOCO PIPELINE, L.P.,

Respondent

Docket No. C-2017-2589346

AFFIDAVIT OF KRISTIN S. CAMP, ESQUIRE

I, Kristin S. Camp, Esquire, being duly sworn according to law, do hereby depose and state the following to be true and correct to the best of my knowledge and/or based upon my information and belief:

1. My name is Kristin S. Camp. I am currently a partner at Buckley Brion McGuire & Morris LLP, who is the appointed Solicitor for West Goshen Township ("Township"). My firm served as Township Solicitor in March of 2014 when SPLP filed a Petition with the Pennsylvania Public Utility Commission requesting approval for the siting and construction of a building on property owned by SPLP near Boot Road in West Goshen Township to house facilities related to a proposed pumping station for the Mariner East 1 pipeline.
2. On behalf of the Township, I was involved in the negotiations that led to the Settlement Agreement that resolved SPLP's Petition as referenced in Paragraph 1.

3. One of the Township's purposes in entering into the Settlement Agreement was to protect the safety and property rights of its residents. Establishing with reasonable precision the potential location of facilities appurtenant to the Mariner East pipeline was a central goal of the Township.
4. My understanding of the Settlement Agreement was that SPLP agreed that any valve station which might be located within the Township would be built within a designated area within the confines of property designated in the Settlement Agreement as the SPLP Use Area. The only exception to this was that if engineering constraints did not allow SPLP to construct the valve station on the SPLP Use Area. The SPLP Use Area is located on a larger tract of land known as the "SPLP Additional Acreage" and is designated Chester County Tax Parcel No. 52-1-10.1, incorrectly referred to as Parcel 52-0-10-10.1 in the Settlement Agreement.
5. As of May and June of 2015, I was unaware that SPLP planned or proposed placing a valve and its appurtenant facilities on the parcel of land identified as Tax Parcel No. 52-3-60 ("Janiec Tract"), or on any location in the Township other than on the SPLP Use Area.
6. My understanding as of 2015 was that the pump station, the VCU and all accessory and appurtenant above-ground facilities associated with all phases of the Mariner East Project would be maintained within the present active site, Parcel No. 52-1-8-U, on which the existing Boot Road Pump Station currently operates and is known as the SPLP Existing Site. The exception to this was that a remote operated valve station would be constructed on SPLP's adjacent 4.42 acre property, designated Parcel No. 52-1-10.1, known as the SPLP Additional Acreage. The proposed location of this valve station on the SPLP Additional Acreage is depicted on the map attached to this affidavit as Exhibit A and is designated the SPLP Use Area. This is the same map that is attached to the Settlement Agreement as Appendix 1.
7. It was my understanding in 2015 that, subject to any engineering constraints, SPLP intended to construct the valve station on the SPLP Use Area as depicted in the attached map. The valve station was to be constructed on the SPLP Use Area unless SPLP was unable to do so due to engineering constraints.
8. In the Settlement Agreement, the Township never intended to agree or acquiesce to the siting of Valve 344 and its appurtenant facilities anywhere in the Township outside of the SPLP Use Area. The Township fully expected that any new above-ground facilities, if any, required by the siting of Valve 344 would be constructed solely on the SPLP Use Area.
10. The first time I became aware of SPLP's plans to locate valve and appurtenant facilities on the Janiec Tract was on or about January 12, 2017, when SPLP supplied the Township with documentation concerning SPLP's application for an Erosion and Sediment Permit. Documents contained within the Erosion and

Sediment Permit application indicated that SPLP had planned to locate a pipeline valve and appurtenant facilities on the Janiec Tract. Prior to receipt of these documents by the Township, I was unaware that SPLP intended to site Valve 344 and its appurtenant facilities on the Janiec Tract and not the SPLP Use Area.

11. To my knowledge and belief, SPLP has never supplied the Township with any engineering or other documents that might support a contention that Valve 344 and its appurtenant facilities cannot be built within the SPLP Use Area due to engineering constraints.
13. The Janiec Tract is located outside of the SPLP Use Area.
14. The Township does not seek to permanently block construction of the Mariner East pipeline project. The Amended Complaint to Enforce Settlement Agreement seeks to hold SPLP to the terms of the bargain reached in the Settlement Agreement. These terms include the provision that any above-ground valves and appurtenant facilities would be built within the SPLP Use Area.

Date: June 8th, 2017

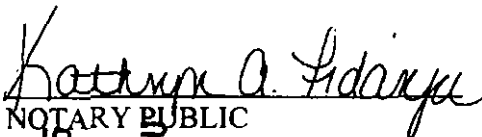


KRISTIN S. CAMP, ESQUIRE

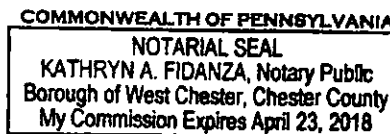
Commonwealth of Pennsylvania

County of Chester

On this 8th day of June, 2017, before me personally appeared Kristin S. Camp, to me known to be the person named in and who executed the above document and acknowledged that she executed the same as her own free act and deed.



NOTARY PUBLIC



RECEIVED

2017 JUN 14 AM 10:25

PA PUC
SECRETARY'S BUREAU

RECEIVED

2017 JUN 14 AM 10:25

PA PUC
SECRETARY'S BUREAU

EXHIBIT A



NOTES:

1. CONTRACTOR SHALL VERIFY ALL DIMENSIONS.

REV.	DATE	BY	CHKD	DESCRIPTION	APPROVAL
2	04/17/10			SEE EXHIBIT ONLY NOT FOR CONSTRUCTION	LAC

ENGINEERING RECORD	
DESIGN BY	LCB
DRAWN BY	LCB
APPROVED BY	LCB
DATE	03-25-10
SCALE	N.T.S.
BY PROJ /	LCB



**BOOT STATION
GENERAL ARRANGEMENT
SPLP USE AREA EXHIBIT**

Reynolds Engineering, Inc.
12201 E. Arapahoe Rd. D10
Centennial, CO 80112
(303) 762-0111

OLD DRAWING NO

DRAWING NO
2896-BOO2-EXHIBIT 2

SCALE

E

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

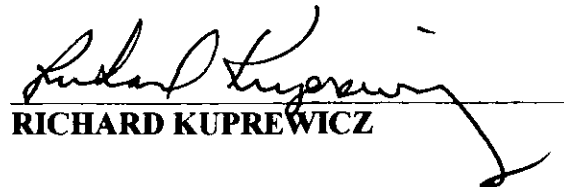
AFFIDAVIT OF RICHARD KUPREWICZ

I, Richard Kuprewicz, being duly sworn according to law, do hereby depose and state the following to be true and correct to the best of my knowledge and/or based upon my information and belief:

1. My name is Richard Kuprewicz. I am currently the President of Accufacts, Inc. Accufacts and I have extensive experience and expertise in the field of liquid pipeline safety. Attached hereto as Exhibit A is copy of my curriculum vitae for consideration by the Pennsylvania Public Utility Commission.
2. In 2014, Accufacts and I were retained by West Goshen Township ("Township") to prepare a written report on the safety of the Mariner East 1 pipeline, based on the design and engineering facts provided by SPLP. The resultant report, entitled *Accufacts Report on Mariner East Project Affecting West Goshen Township*, is dated March 6, 2015. I have been advised that this report became part of the Settlement Agreement which is now at issue before the Pennsylvania Public Utility Commission.

3. In 2014 and 2015, I had reviewed plans for the Mariner East 1 pipeline. In 2016 and 2017, I reviewed plans for the Mariner East 2 pipeline.
4. The pipeline plans and materials with which I was provided before June of 2015 indicated that a pipeline valve and its appurtenant facilities was to be built on land that has been designated as the SPLP Use Area.
5. None of the pipeline plans and materials with which I was provided before June of 2015 showed or proposed placing a valve and its appurtenant facilities on the parcel of land identified as Tax Parcel No. 52-3-60, nor on any location in the Township other than on the SPLP Use Area.
6. Representations made to me by SPLP officials and representative in 2015 indicated that the pump station, the VCU and all accessory and appurtenant above-ground facilities associated with all phases of the Mariner East Project would be maintained within the present active site, Parcel No. 51-1-8-U, on which the existing Boot Road Pump Station currently operates and is known as the SPLP Existing Site. The exception to this was that a remote operated valve station would be constructed on SPLP's adjacent 4.42 acre property, designated Parcel No. 52-0-10-10.1, known as the SPLP Additional Acreage. The proposed location of this valve station on the SPLP Additional Acreage is depicted on the map attached to this affidavit as Exhibit B and is designated the SPLP Use Area.
7. It was my understanding, based on the documentation provided to me in 2015 by SPLP, that, subject to any engineering constraints, SPLP intended to construct the valve station on the SPLP Use Area as depicted in the attached map. The valve station was to be constructed on the SPLP Use Area unless SPLP was unable to do so due to engineering constraints.
8. In 2016 and 2017, I was asked to review plans and conduct a safety review for the Mariner East 2 pipeline. In reviewing these plans, it became apparent to me that the pipeline valve that SPLP proposed constructing in West Goshen Township was not located on the SPLP Use Area.
9. I have not been provided with any documentation by SPLP indicating that siting the proposed valve station and its appurtenant facilities within the SPLP Use Area was not possible due to engineering constraints.

Date: June 7, 2017


RICHARD KUPREWICZ

State of California

County of San Luis Obispo

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 7th day of June, 2017, before me personally appeared Richard Kuprewicz, to me known to be the person named in and who executed the above document and acknowledged that he executed the same as his own free act and deed.


NOTARY PUBLIC

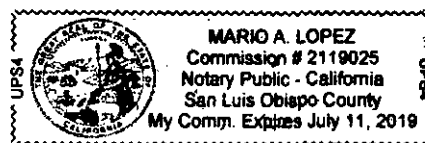


EXHIBIT A

Curriculum Vitae.

Richard B. Kuprewicz

8040 161st Ave NE, #435
Redmond, WA 98052

Tel: 425-802-1200 (Office)

E-mail: kuprewicz@comcast.net

Profile:

As president of Accufacts Inc., I specialize in gas and liquid pipeline investigation, auditing, risk management, siting, construction, design, operation, maintenance, training, SCADA, leak detection, management review, emergency response, and regulatory development and compliance. I have consulted for various local, state and federal agencies, NGOs, the public, and pipeline industry members on pipeline regulation, operation and design, with particular emphasis on operation in unusually sensitive areas of high population density or environmental sensitivity.

Employment:

Accufacts Inc.

1999 – Present

Pipeline regulatory advisor, incident investigator, and expert witness on all matters related to gas and liquid pipeline siting, design, operation, maintenance, risk analysis, and management.

Position: President

Duties:

- > Full business responsibility
- > Technical Expert

Alaska Anvil Inc.

1993 – 1999

Engineering, procurement, and construction (EPC) oversight for various clients on oil production facilities, refining, and transportation pipeline design/operations in Alaska.

Position: Process Team Leader

Duties:

- > Led process engineers group
- > Review process designs
- > Perform hazard analysis
- > HAZOP Team leader
- > Assure regulatory compliance in pipeline and process safety management

ARCO Transportation Alaska, Inc.

1991 - 1993

Oversight of Trans Alaska Pipeline System (TAPS) and other Alaska pipeline assets for Arco after the Exxon Valdez event.

Position: Senior Technical Advisor

Duties:

- > Access to all Alaska operations with partial Arco ownership
- > Review, analysis of major Alaska pipeline projects

ARCO Transportation Co.

1989 – 1991

Responsible for strategic planning, design, government interface, and construction of new gas pipeline projects, as well as gas pipeline acquisition/conversions.

Position: Manager Gas Pipeline Projects

Duties:

- > Project management
- > Oil pipeline conversion to gas transmission
- > New distribution pipeline installation
- > Full turnkey responsibility for new gas transmission pipeline, including FERC filing

Four Corners Pipeline Co.

1985 – 1989

Managed operations of crude oil and product pipelines/terminals/berths/tank farms operating in western U.S., including regulatory compliance, emergency and spill response, and telecommunications and SCADA organizations supporting operations.

- Position:** Vice President and Manager of Operations
Duties:
- > Full operational responsibility
 - > Major ship berth operations
 - > New acquisitions
 - > Several thousand miles of common carrier and private pipelines

Arco Product CQC Kiln

1985

Operations manager of new plant acquisition, including major cogeneration power generation, with full profit center responsibility.

- Position:** Plant Manager
Duties:
- > Team building of new facility that had been failing
 - > Plant design modifications and troubleshooting
 - > Setting expense and capital budgets, including key gas supply negotiations
 - > Modification of steam plant, power generation, and environmental controls

Arco Products Co.

1981 - 1985

Operated Refined Product Blending, Storage and Handling Tank Farms, as well as Utility and Waste Water Treatment Operations for the third largest refinery on the west coast.

- Position:** Operations Manager of Process Services
Duties:
- > Modernize refinery utilities and storage/blending operations
 - > Develop hydrocarbon product blends, including RFGs
 - > Modification of steam plants, power generation, and environmental controls
 - > Coordinate new major cogeneration installation, 400 MW plus

Arco Products Co.

1977 - 1981

Coordinated short and long-range operational and capital planning, and major expansion for two west coast refineries.

- Position:** Manager of Refinery Planning and Evaluation
Duties:
- > Establish monthly refinery volumetric plans
 - > Develop 5-year refinery long range plans
 - > Perform economic analysis for refinery enhancements
 - > Issue authorization for capital/expense major expenditures

Arco Products Co.

1973 - 1977

Operating Supervisor and Process Engineer for various major refinery complexes.

- Position:** Operations Supervisor/Process Engineer
Duties:
- > FCC Complex Supervisor
 - > Hydrocracker Complex Supervisor
 - > Process engineer throughout major integrated refinery improving process yield and energy efficiency

Qualifications:

Currently serving as a member representing the public on the federal Technical Hazardous Liquid Pipeline Safety Standards Committee (THLPSSC), a technical committee established by Congress to advise PHMSA on pipeline safety regulations.

Committee members are appointed by the Secretary of Transportation.

Served seven years, including position as its chairman, on the Washington State Citizens Committee on Pipeline Safety (CCOPS).

Positions are appointed by the governor of the state to advise federal, state, and local governments on regulatory matters related to pipeline safety, routing, construction, operation and maintenance.

Served on Executive subcommittee advising Congress and PHMSA on a report that culminated in new federal rules concerning Distribution Integrity Management Program (DIMP) gas distribution pipeline safety regulations.

As a representative of the public, advised the Office of Pipeline Safety on proposed new liquid and gas transmission pipeline integrity management rulemaking following the pipeline tragedies in Bellingham, Washington (1999) and Carlsbad, New Mexico (2000).

Member of Control Room Management committee assisting PHMSA on development of pipeline safety Control Room Management (CRM) regulations.

Certified and experienced HAZOP Team Leader associated with process safety management and application.

Education:

MBA (1976)
BS Chemical Engineering (1973)
BS Chemistry (1973)

Pepperdine University, Los Angeles, CA
University of California, Davis, CA
University of California, Davis, CA

Publications in the Public Domain:

1. "An Assessment of First Responder Readiness for Pipeline Emergencies in the State of Washington," prepared for the Office of the State Fire Marshall, by Hanson Engineers Inc., Elway Research Inc., and Accufacts Inc., and dated June 26, 2001.
2. "Preventing Pipeline Failures," prepared for the State of Washington Joint Legislative Audit and Review Committee ("JLARC"), by Richard B. Kuprewicz, President of Accufacts Inc., dated December 30, 2002.
3. "Pipelines - National Security and the Public's Right-to-Know," prepared for the Washington City and County Pipeline Safety Consortium, by Richard B. Kuprewicz, dated May 14, 2003.
4. "Preventing Pipeline Releases," prepared for the Washington City and County Pipeline Safety Consortium, by Richard B. Kuprewicz, dated July 22, 2003.
5. "Pipeline Integrity and Direct Assessment, A Layman's Perspective," prepared for the Pipeline Safety Trust by Richard B. Kuprewicz, dated November 18, 2004.
6. "Public Safety and FERC's LNG Spin, What Citizens Aren't Being Told," jointly authored by Richard B. Kuprewicz, President of Accufacts Inc., Clifford A. Goudey, Outreach Coordinator MIT Sea Grant College Program, and Carl M. Weimer, Executive Director Pipeline Safety Trust, dated May 14, 2005.
7. "A Simple Perspective on Excess Flow Valve Effectiveness in Gas Distribution System Service Lines," prepared for the Pipeline Safety Trust by Richard B. Kuprewicz, dated July 18, 2005.
8. "Observations on the Application of Smart Pigging on Transmission Pipelines," prepared for the Pipeline Safety Trust by Richard B. Kuprewicz, dated September 5, 2005.
9. "The Proposed Corrib Onshore System - An Independent Analysis," prepared for the Centre for Public Inquiry by Richard B. Kuprewicz, dated October 24, 2005.
10. "Observations on Sakhalin II Transmission Pipelines," prepared for The Wild Salmon Center by Richard B. Kuprewicz, dated February 24, 2006.
11. "Increasing MAOP on U.S. Gas Transmission Pipelines," prepared for the Pipeline Safety Trust by Richard B. Kuprewicz, dated March 31, 2006. This paper was also published in the June 26 and July 1, 2006 issues of the Oil & Gas Journal and in the December 2006 issue of the UK Global Pipeline Monthly magazines.
12. "An Independent Analysis of the Proposed Brunswick Pipeline Routes in Saint John, New Brunswick," prepared for the Friends of Rockwood Park, by Richard B. Kuprewicz, dated September 16, 2006.
13. "Commentary on the Risk Analysis for the Proposed Emera Brunswick Pipeline Through Saint John, NB," by Richard B. Kuprewicz, dated October 18, 2006.
14. "General Observations On the Myth of a Best International Pipeline Standard," prepared for the Pipeline Safety Trust by Richard B. Kuprewicz, dated March 31, 2007.
15. "Observations on Practical Leak Detection for Transmission Pipelines – An Experienced Perspective," prepared for the Pipeline Safety Trust by Richard B. Kuprewicz, dated August 30, 2007.
16. "Recommended Leak Detection Methods for the Keystone Pipeline in the Vicinity of the Fordville Aquifer," prepared for TransCanada Keystone L.P. by Richard B. Kuprewicz, President of Accufacts Inc., dated September 26, 2007.
17. "Increasing MOP on the Proposed Keystone XL 36-Inch Liquid Transmission Pipeline," prepared for the Pipeline Safety Trust by Richard B. Kuprewicz, dated February 6, 2009.
18. "Observations on Unified Command Drift River Fact Sheet No 1: Water Usage Options for the current Mt.

Redoubt Volcano threat to the Drift River Oil Terminal," prepared for Cook Inletkeeper by Richard B. Kuprewicz, dated April 3, 2009.

19. "Observations on the Keystone XL Oil Pipeline DEIS," prepared for Plains Justice by Richard B. Kuprewicz, dated April 10, 2010.
20. "PADD III & PADD II Refinery Options for Canadian Bitumen Oil and the Keystone XL Pipeline," prepared for the Natural Resources Defense Council (NRDC), by Richard B. Kuprewicz, dated June 29, 2010.
21. "The State of Natural Gas Pipelines in Fort Worth," prepared for the Fort Worth League of Neighborhoods by Richard B. Kuprewicz, President of Accufacts Inc., and Carl M. Weimer, Executive Director Pipeline Safety Trust, dated October, 2010.
22. "Accufacts' Independent Observations on the Chevron No. 2 Crude Oil Pipeline," prepared for the City of Salt Lake, Utah, by Richard B. Kuprewicz, dated January 30, 2011.
23. "Accufacts' Independent Analysis of New Proposed School Sites and Risks Associated with a Nearby HVL Pipeline," prepared for the Sylvania, Ohio School District, by Richard B. Kuprewicz, dated February 9, 2011.
24. "Accufacts' Report Concerning Issues Related to the 36-inch Natural Gas Pipeline and the Application of Appreview, LLC Premises: 7009 and 7010 River Road, North Bergen, NJ," prepared for the Galaxy Towers Condominium Association Inc., by Richard B. Kuprewicz, dated February 28, 2011.
25. "Prepared Testimony of Richard B. Kuprewicz Evaluating PG&E's Pipeline Safety Enhancement Plan," submitted on behalf of The Utility Reform Network (TURN), by Richard B. Kuprewicz, Accufacts Inc., dated January 31, 2012.
26. "Evaluation of the Valve Automation Component of PG&E's Safety Enhancement Plan," extracted from full testimony submitted on behalf of The Utility Reform Network (TURN), by Richard B. Kuprewicz, Accufacts Inc., dated January 31, 2012, Extracted Report issued February 20, 2012.
27. "Accufacts' Perspective on Enbridge Filing to NEB for Modifications on Line 9 Reversal Phase I Project," prepared for Equiterre Canada, by Richard B. Kuprewicz, Accufacts Inc., dated April 23, 2012.
28. "Accufacts' Evaluation of Tennessee Gas Pipeline 300 Line Expansion Projects in PA & NJ," prepared for the Delaware RiverKeeper Network, by Richard B. Kuprewicz, Accufacts Inc., dated June 27, 2012.
29. "Impact of an ONEOK NGL Pipeline Release in At-Risk Landslide and/or Sinkhole Karst Areas of Crook County, Wyoming," prepared for landowners, by Richard B. Kuprewicz, Accufacts Inc., and submitted to Crook County Commissioners, dated July 16, 2012.
30. "Impact of Processing Dilbit on the Proposed NPDES Permit for the BP Cherry Point Washington Refinery," prepared for the Puget Soundkeeper Alliance, by Richard B. Kuprewicz, Accufacts Inc., dated July 31, 2012.
31. "Analysis of SWG's Proposed Accelerated EVPP and P70VSP Replacement Plans, Public Utilities Commission of Nevada Docket Nos. 12-02019 and 12-04005," prepared for the State of Nevada Bureau of Consumer Protection, by Richard B. Kuprewicz, Accufacts Inc., dated August 17, 2012.
32. "Accufacts Inc. Most Probable Cause Findings of Three Oil Spills in Nigeria," prepared for Bohler Advocaten, by Richard B. Kuprewicz, Accufacts Inc., dated September 3, 2012.
33. "Observations on Proposed 12-inch NGL ONEOK Pipeline Route in Crook County Sensitive or Unstable Land Areas," prepared by Richard B. Kuprewicz, Accufacts Inc., dated September 13, 2012.

34. "Findings from Analysis of CEII Confidential Data Supplied to Accufacts Concerning the Millennium Pipeline Company L.L.C. Minisink Compressor Project Application to FERC, Docket No. CP11-515-000," prepared by Richard B. Kuprewicz, Accufacts Inc., for Minisink Residents for Environmental Preservation and Safety (MREPS), dated November 25, 2012.
35. "Supplemental Observations from Analysis of CEII Confidential Data Supplied to Accufacts Concerning Tennessee Gas Pipeline's Northeast Upgrade Project," prepared by Richard B. Kuprewicz, Accufacts Inc., for Delaware RiverKeeper Network, dated December 19, 2012.
36. "Report on Pipeline Safety for Enbridge's Line 9B Application to NEB," prepared by Richard B. Kuprewicz, Accufacts Inc., for Equiterre, dated August 5, 2013.
37. "Accufacts' Evaluation of Oil Spill Joint Investigation Visit Field Reporting Process for the Niger Delta Region of Nigeria," prepared by Richard B. Kuprewicz for Amnesty International, September 30, 2013.
38. "Accufacts' Expert Report on ExxonMobil Pipeline Company Silvertip Pipeline Rupture of July 1, 2011 into the Yellowstone River at the Laurel Crossing," prepared by Richard B. Kuprewicz, November 25, 2013.
39. "Accufacts Inc. Evaluation of Transco's 42-inch Skillman Loop submissions to FERC concerning the Princeton Ridge, NJ segment," prepared by Richard B. Kuprewicz for the Princeton Ridge Coalition, dated June 26, 2014, and submitted to FERC Docket No. CP13-551.
40. Accufacts report "DTI Myersville Compressor Station and Dominion Cove Point Project Interlinks," prepared by Richard B. Kuprewicz for Earthjustice, dated August 13, 2014, and submitted to FERC Docket No. CP13-113-000.
41. "Accufacts Inc. Report on EA Concerning the Princeton Ridge, NJ Segment of Transco's Leidy Southeast Expansion Project," prepared by Richard B. Kuprewicz for the Princeton Ridge Coalition, dated September 3, 2014, and submitted to FERC Docket No. CP13-551.
42. Accufacts' "Evaluation of Actual Velocity Critical Issues Related to Transco's Leidy Expansion Project," prepared by Richard B. Kuprewicz for Delaware Riverkeeper Network, dated September 8, 2014, and submitted to FERC Docket No. CP13-551.
43. "Accufacts' Report to Portland Water District on the Portland – Montreal Pipeline," with Appendix, prepared by Richard B. Kuprewicz for the Portland, ME Water District, dated July 28, 2014.
44. "Accufacts Inc. Report on EA Concerning the Princeton Ridge, NJ Segment of Transco's Leidy Southeast Expansion Project," prepared by Richard B. Kuprewicz and submitted to FERC Docket No. CP13-551.
45. Review of Algonquin Gas Transmission LLC's Algonquin Incremental Market ("AIM Project"), Impacting the Town of Cortlandt, NY, FERC Docket No. CP14-96-0000, Increasing System Capacity from 2.6 Billion Cubic Feet (Bcf/d) to 2.93 Bcf/d," prepared by Richard B. Kuprewicz, and dated Nov, 3, 2014.
46. Accufacts' Key Observations dated January 6, 2015 on Spectra's Recent Responses to FERC Staff's Data Request on the Algonquin Gas Transmission Proposal (aka "AIM Project"), FERC Docket No. CP 14-96-000) related to Accufacts' Nov. 3, 2014 Report and prepared by Richard B. Kuprewicz.
47. Accufacts' Report on Mariner East Project Affecting West Goshen Township, dated March 6, 2015, to Township Manager of West Goshen Township, PA, and prepared by Richard B. Kuprewicz.
48. Accufacts' Report on Atmos Energy Corporation ("Atmos") filing on the Proposed System Integrity Projects ("SIP") to the Mississippi Public Service Commission ("MPSC") under Docket No. 15-UN-049 ("Docket"), prepared by Richard B. Kuprewicz,

dated June 12, 2015.


49. Accufacts' Report to the Shwx'owhamel First Nations and the Peters Band ("First Nations") on the Trans Mountain Expansion Project ("TMEP") filing to the Canadian NEB, prepared by Richard B. Kuprewicz, dated April 24, 2015.
50. Accufacts Report Concerning Review of Siting of Transco New Compressor and Metering Station, and Possible New Jersey Intrastate Transmission Pipeline Within the Township of Chesterfield, NJ ("Township"), to the Township of Chesterfield, NJ, dated February 18, 2016.
51. Accufacts Report, "Accufacts Expert Analysis of Humberplex Developments Inc. v. TransCanada Pipelines Limited and Enbridge Gas Distribution Inc.; Application under Section 112 of the National Energy Board Act, R.S.C. 1985, c. N-7," dated April 26, 2016, filed with the Canadian Nation Energy Board (NEB).
52. Accufacts Report, "A Review, Analysis and Comments on Engineering Critical Assessments as proposed in PHMSA's Proposed Rule on Safety of Gas Transmission and Gathering Pipelines," prepared for Pipeline Safety Trust by Richard B. Kuprewicz, dated May 16, 2016.
53. Accufacts' Report on Atmos Energy Corporation ("Atmos") filing to the Mississippi Public Utilities Staff, "Accufacts Review of Atmos Spending Proposal 2017 - 2021 (Docket N. 2015-UN-049)," prepared by Richard B. Kuprewicz, dated August 15, 2016.
54. Accufacts Report, "Accufacts Review of the U.S. Army Corps of Engineers (USACE) Environmental Assessment (EA) for the Dakota Access Pipeline ("DAPL")," prepared for Earthjustice by Richard B. Kuprewicz, dated October 28, 2016.
55. Accufacts' Report on Mariner East 2 Expansion Project Affecting West Goshen Township, dated January 6, 2017, to Township Manager of West Goshen Township, PA, and prepared by Richard B. Kuprewicz.

EXHIBIT B



NOTES:

1. CONTRACTOR SHALL VERIFY ALL DIMENSIONS.


 Essey Engineering, Inc.
 12201 E. Arapahoe Rd. C10
 Centennial, CO 80112
 (303) 792-0911

E		04/17/10	DATE	REV.	DATE	APP #	DESCRIPTION	APPROVAL
E		04/17/10	DATE	REV.	DATE	APP #	DESCRIPTION	APPROVAL
ENGINEERING RECORD DRAWN BY: LKRE CHECKED BY: FJAW APPROVED BY: TSWAN DATE: 2010-03-17 SCALE: N.T.S. RD PROJ # : 0000								BOOT STATION GENERAL ARRANGEMENT SPLR USE AREA EXHIBIT
OLD DRAWING NO 2896-BOO2-EXHIBIT 2								DWG. NO. 2896-BOO2-EXHIBIT 2



REV. 04

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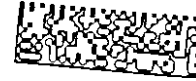
neopost^{LL}

06/12/2017

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HIGHSWARTZ LLP

40 East Airy Street

P.O. Box 671

Norristown, PA 19404-0671

Rosemary Chiavetta, Secretary

PA. Public Utility Commission

P.O. Box 3265

Harrisburg, PA 17105-3265