

**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](mailto:dbrooman@highswartz.com)  
[dwayne@highswartz.com](mailto:dwayne@highswartz.com)

*Attorneys for West Goshen Township*

---

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

---

**AFFIDAVIT OF CASEY LaLONDE IN SUPPORT OF AN EX PARTE EMERGENCY ORDER AND AN INTERIM EMERGENCY ORDER**

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:

**I. Position with Township**

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 Sunoco Pipeline, LP (“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 (the “Litigation”).

## **II. Merits of the Claim**

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. A copy of the Settlement Agreement, executed by all Parties, is attached as Exhibit A.

3. The Settlement Agreement had several provisions that the Township expressly relied upon:

- (a) Township staff and its safety consultant (Richard Kuprewicz, Accufacts, Inc. or “Kuprewicz”) were expressly relying on the accuracy of information provided by SPLP in reaching the Agreement (Settlement Agreement Section II.A.);
- (b) The Settlement Agreement applied to the entire Mariner East Project, including the existing ME1 pipeline and all other pipelines and related facilities to be owned or operated by SPLP in the Township (Settlement Agreement Section II.A.1);
- (c) Any above ground facilities related to the Mariner East Project would be located on an existing site where other above ground facilities were located already, except possibly one valve station, which was to be constructed on a specific location (the “SPLP Use Area”) on land adjacent to the existing SPLP facilities that was formerly owned by the Janiec

family (referred to in the Settlement Agreement as the “former Janiec Tract” and referred to in this petition as the “Janiec 1 Tract”) (Settlement Agreement Section II.A.2.);

- (d) if SPLP was unable to construct the valve station at the designated location due to engineering constraints, it must notify the Township. (Settlement Agreement Section II.A.2);
- (e) that SPLP had no plans to put any other above ground facilities anywhere else in the Township as of the date of the Settlement Agreement (SPLP signed April 14, 2015) (Settlement Agreement II.A.3.);
- (f) Kuprewicz’ safety review, based on the above facts, was incorporated into the Agreement (Settlement Agreement III.A.1);
- (g) Township’s actions, including allowing SPLP to withdraw its petition and refraining from filing an action or injunction regarding the location of the valve station, were effective as long as SPLP constructed and operated the facilities in the Township in accordance with Section II and III of the Settlement Agreement.(Section IV.A.2.d).

4. 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 engineering precision, on plans prepared by SPLP consultants, the potential location of facilities appurtenant to the Mariner East pipeline was a central goal of the Township.

5. Throughout the negotiations resulting in the Settlement Agreement, SPLP repeatedly represented to the Township and Kuprewicz that the engineering design for ME2 was not complete. SPLP further represented that if any above-ground pipeline facilities needed to be placed in the Township, such facilities would be constructed on the “SPLP Use Area,” unless engineering constraints prevented the facilities from being constructed on that property.

6. 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 designated area was if engineering constraints prevented SPLP from constructing the valve station on the SPLP Use Area. The SPLP Use Area is located on a larger tract of land known in the Settlement Agreement as the “SPLP Additional Acreage” (See Settlement Agreement II.A.2 and is designated Chester County Tax Parcel No. 52-1-10.1 (also referred to as the “former Janiec Tract” in the Settlement Agreement (hereinafter the “Janiec 1 Tract”).

7. 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 2 Tract”), located on an entirely separate parcel of land on the opposite side of Route 202, or on any location in the Township other than on the SPLP Use Area. A valve on any property in the Township other than the existing facilities site and the small area adjacent to it is contrary to the promises and representations made by SPLP in the Settlement Agreement, unless SPLP could demonstrate that engineering constraints prevented it from placing the valve on the SPLP Use Area.

8. My understanding as of 2015 was that the pump station, the vapor combustion unit (or VCU) (required for ME1 and the subject of the prior PUC litigation between the Township and SPLP) 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, if needed after final engineering design, 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.

9. It was my understanding in 2015 that, subject to any engineering constraints, SPLP intended to and would construct the valve station on the SPLP Use Area as depicted in the attached map, unless unable to do so due to engineering constraints.

10. 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, would be constructed solely on the SPLP Use Area.

11. 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. Section II of the Settlement Agreement specifically provides that the Township expressly relied upon SPLP's representations and promises.

12. The first time I, or anyone at the Township, became aware of SPLP's plans to locate valve and appurtenant facilities on the Janiec 2 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 2 Tract as far back as March 2015, even before it had executed the Settlement Agreement making contrary representations and promises. 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 2 Tract and not the SPLP Use Area.

13. 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.

14. The Janiec 2 Tract is located outside of the SPLP Use Area.

15. In exchange for the aforementioned promise as to the location of the facilities, the Township agreed to terminate its existing litigation with SPLP, and not file other additional challenges to the safety of the Project, including whether or not SPLP and the PUC has complied with the Article I Section 27 of the Pennsylvania Constitution.

16. SPLP's intention to build Valve 344 on the Janiec 2 Tract contradicts its representations and promises to the Township throughout the negotiation of, and within the body

of, the Settlement Agreement, to build any required above-ground facilities within the SPLP Use Area.

### **III. Immediacy of the harm**

17. SPLP's lack of notice of the change in location of the valve station for almost two years from the date displayed on its secret plan, deprived Township and our pipeline safety expert, Richard Kuprewicz, the ability to perform a meaningful review of the ME2 pipeline and above ground facilities before entering into the Settlement Agreement.

18. The Township received notice on June 15, 2017, from PADOT, that SPLP planned to begin utility work in Township roads, near the area of the SPLP Use Area, beginning June 19, 2017.

19. Township staff and through its special counsel, has made numerous requests to SPLP for its construction schedule in the Township, but SPLP refused to provide said information until, on July 5, 2017, the Township received a phone call from Ivana Wolfe, purportedly of Sunoco Logistics Community Relations, on behalf of SPLP advising that SPLP intended to start "mobilizing" the Janiec 2 Tract in the next one to two weeks, which would include site clearing and setting up a drill site, but not providing any further details about construction or timing.

20. However, on that same day, Township noticed workers on the Janiec 2 Tract, apparently preparing for construction or site clearing activities.

21. Full construction activities have commenced on Boot Road in the adjacent Township, East Goshen.

22. On July 6, 2017, the same date of the first pre-trial conference before Administrative Law Judge Elizabeth H. Barnes, at 12:30 PM, without notice to the Township, the Township Engineer and Township special counsel observed vegetation/tree clearing and other earth disturbance activities at the Janiec 2 site. Attached as Exhibit B are photographs of the disturbance.

#### **IV. HARM IS IRREPARABLE**

17. The disturbance seen in the attached photos (Exhibit B) is out of compliance with the recently issued erosion and sedimentation (E&S) control permit and Township regulations in that the required E&S controls (silt socks and silt fencing) were not in place prior to the disturbance. See Exhibit B.

18. This disturbance is also out of compliance with the Township Code, as clearly set forth on the permit application, since the Township Engineer must be notified 48 hours in advance of any earth disturbance. A copy of the relevant application and permit are attached as Exhibit C; relevant sections of Township Code are attached as Exhibit D.

19. Compliance with the permit procedures and Township Codes is critical to protect the health, safety and welfare of the residents of the Township.

20. On July 7, 2017, the Township issued a Notice of Violation to SPLP for its failure to comply with the Township's Earth Disturbance Permit and Chapter 69 of the Township Code. A copy of the Notice of Violation is attached as Exhibit E.

21. The Janiec 2 Tract is entirely green and/or tree covered. Site clearing, particularly for facilities that are not permitted on that site, would be needlessly detrimental to the Township.



I have personally observed the clearing and grubbing that SPLP has done in building ME2 in other parts of Chester County, and it can be characterized as destroying the Commonwealth's precious and irreplaceable natural resources.

22. Township, in fulfilling its Article I, Section 27 constitutional obligation to protect the natural resources of this Commonwealth for its citizens, insisted in the settlement negotiations and in the Settlement Agreement that already industrial land, and the adjacent SPLP Use Area be the only land permanently disturbed by ME2 above ground facilities. The existing site has a pump station, equipment appurtenant to the pump station, the VCU, and above ground utilities of all kinds. The Janiec 2 tract is vacant land, fully forested, and zoned residential. The Township sought in the Settlement Agreement to prevent the exact permanent harm to its natural resources that is about to occur if the PUC does not step in to maintain the status quo.

23. The proposed construction, including on one of the major roadways in the Township, will be very disruptive to the residents of the Township, and if the facilities are not ultimately permitted on the Janiec 2 Tract, new construction on the Janiec 2 property would require significant additional disturbance to the residents to correct the problem.

24. The construction workers working on behalf of Sunoco have unilaterally occupied the volunteer fire department premises, without notice or permission of the Fire Department or Township, and their activities have blocked access to the Fire Department, causing further threat of immediate and catastrophic harm to the residents of the Township.

25. In addition, prior to the Janiec 2 property being condemned on May 12, 2016, without notice to the Township, the Township had granted all entitlements necessary to develop the property with a needed housing development for the elderly, which would have provided

numerous benefits to the Township including mitigation of an existing stormwater management problem from the Route 202 construction, needed road improvements to Township roads, and a reliable source of new tax revenue.

26. Allowing the valve station to be constructed on the Janiec 2 tract will be detrimental to the Township as it will stop the approved development.

27. Prior to filing this Petition, the Township, through counsel, also requested that SPLP enter into a standstill agreement to maintain the status quo until after the Commission issues a final order on the Township's Amended Complaint, but SPLP has refused.

28. This refusal resulted in the Township filing its initial Complaint to Enforce the Settlement Agreement on or about February 17, 2017, then the Amended Complaint on or about March 30, 2017.

## **V. RELIEF NOT AGAINST PUBLIC INTEREST**

29. The Township entered into a Settlement Agreement, which was filed with the PUC ending the litigation, because the Settlement Agreement was in the public interest.

30. The Township ensured that the Settlement Agreement cited all of the SPLP representations that it, and its safety expert, relied upon to ensure the public safety with respect to SPLP's plans for above-ground facilities in the Township, and agreed to withdraw any further protest to said facilities only if constructed on the SPLP Use Area in accordance with that Settlement Agreement.

31. The Township undertook the initial PUC Intervention and subsequent Settlement Agreement to fulfill its obligation to minimize any damage or disruption to the health, safety and welfare of its residents and ensure their rights to clean air and water under Article I Section 27 of the Pennsylvania Constitution.

32. The Township is in no way trying to deny SPLP the ability to build its pipeline in the Township or disrupt the public benefit of enhanced delivery options for Marcellus Shale gas producers, but rather is seeking merely to make SPLP locate its facilities in a location and manner deemed safe for its residents by the Township and its safety engineer and as agreed to by SPLP in the Settlement Agreement.

33. Any small inconvenience to SPLP in delaying the construction of only a small portion of the SPLP pipeline until it is determined if SPLP should be required to honor its representations and promises in the Settlement Agreement is outweighed by the public interest of the Township, as stewards of the environment and safety of its residents, exercising its responsibility to ensure that their rights to a pristine environment under the Pennsylvania Constitution are preserved and ensuring that the fire department's important services to the community are not hindered by the total disregard for public safety demonstrated by SPLP and its contractors, particularly given that:

(a) Township is not trying to stop the pipeline from going through its Township, or trying to stop its construction consistent with SPLP's promises, but rather is merely seeking to force SPLP to construct the facilities where it promised;

(b) Despite the significant amount of non-objectionable construction that SPLP can do in the Township, the only construction activities it has commenced are those at the

Janiec 2 site, indicating that SPLP is rushing to complete the objectionable work before the PUC can stop the improper conduct;

(c) there is no indication that the ME2 line is going into service in 2017;

(d) SPLP has presented no information that engineering constraints render SPLP unable to construct the valve station on the SPLP Use Area, which it can do now without opposition; and

(e) SPLP agreed to have the Commission resolve any dispute regarding the terms of the Settlement Agreement, and therefore should be required to await the Commission's decision on this material dispute under the Settlement Agreement.

Date: July 7, 2017



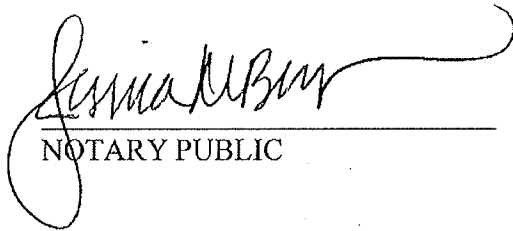
---

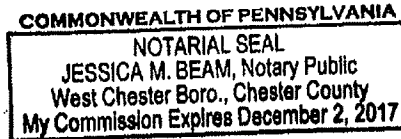
CASEY LaLONDE

Commonwealth of Pennsylvania

County of PHILADELPHIA

On this 7<sup>th</sup> day of July, 2017, before me, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared Casey LaLonde, known to me 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**

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

SETTLEMENT AGREEMENT

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

I. Background

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

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

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

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

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

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

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

**II. Pertinent Information Provided by SPLP**

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

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

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



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

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

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

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

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

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

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

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

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

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

**III. WGT's Safety Review.**

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

**IV. The Parties' Promises, Covenants and Agreements**

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

1. SPLP covenants and agrees as follows:

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

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

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

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

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

2. WGT covenants and agrees as follows:

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

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

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

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

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

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

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

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

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

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

3. CCWGT covenants and agrees as follows:

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

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

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

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

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

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

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

V. General Provisions

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

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

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

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

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

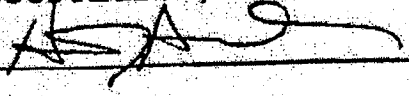
**PROPOSED SETTLEMENT AGREEMENT -- NOT FINAL UNTIL SIGNED BY ALL PARTIES**

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

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

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

**SUNOCO PIPELINE, L.P.**

By: 

Date: 4-14-15

Attest: Kathleen Shea Belley

Counsel: \_\_\_\_\_

**WEST GOSHEN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA**

By: Name: \_\_\_\_\_  
Title: Chairman, Board of Supervisors

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Special Counsel: \_\_\_\_\_

**CONCERNED CITIZENS OF WEST GOSHEN TOWNSHIP**

By: Name: \_\_\_\_\_  
Duly authorized representative of CCWGT

Date: \_\_\_\_\_

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