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Sunoco Pipeline L.P.*

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

RESPONDENT SUNOCO PIPELINE L.P.’S BRIEF IN OPPOSITION
TO THE ORDER GRANTING INTERIM EMERGENCY RELIEF

APPENDIX

TABLE OF CONTENTS

<u>Court Documents</u>		<u>Page Number</u>
1.	Transcript of 7/18/2017 Hearing with ALJ Elizabeth Barnes	SPLP-000001
2.	7/24/2017 Interim Emergency Order and Certification of Material Question	SPLP-000222
3.	7/24/2017 Order Denying Motion for Judgment on the Pleadings and Establishing Litigation Schedule	SPLP-000233
<u>Ex. #</u>	<u>Petitioner's Exhibits</u>	<u>Page Number</u>
1.	Aerial Map of Existing Pump Station (Appendix 2 to Settlement Agreement)	SPLP-000243
2.	Aerial Map of Attached SPLP Use Area (appendix 1 to Settlement Agreement)	SPLP-000245
3.	Sunoco Logistics 2/2015 Slides on Location of SPLP Use Area	SPLP-000247
4.	Settlement Agreement.....	SPLP-000251
5.	Map Alignment Discussed at 1/22/2016 Meeting	SPLP-000294
6.	Excerpt Initial Tetra Tech E&S Plans.....	SPLP-000296
7.	E&S Ordinance (2 pg.)	SPLP-000305
8.	E&S Application and Permit	SPLP-000308
9.	Photographs (July 6, 2017)	SPLP-000316
10.	7/7/2017 Notice of Violation	SPLP-000324
11.	Traditions Site Plan Showing Easement Area	SPLP-000328
12.	C.V. of Richard Kuperwicz	SPLP-000330
13.	Excerpt from Attachment 3 – HDD Profile Plans from 2/17/17 Revised E&S Submission by Tetra Tek	SPLP-000338
14.	1/30/15 Brooman Email To Lewis Re Settlement Negotiations	SPLP-000345
15.	2/4/15 Lewis Email To Brooman Re Settlement Negotiations.....	SPLP-000350

16.	2/10/15 Email from Krancer To Brooman Re Picture of Valve	SPLP-000358
17.	2/11/15 Email from Lewis To Brooman Re Settlement with Valve Stations.....	SPLP-000365
18.	1/20/16 Kristin Camp Notes of Meeting.....	SPLP-000371
19.	SPLP Additional Acreage/SPLP Use Area Settlement Agreement Restrictive Covenant	SPLP-000379
20.	SPLP Condemnation of Janiec Tract 2	SPLP-000393
21.	Affidavit of Matthew Gordon	SPLP-000411
<u>Ex. #</u>	<u>Respondent's Exhibits</u>	<u>Page Number</u>
2.	1/6/17 Accufacts Report*	SPLP-000416
3.	C.V. of Matthew Gordon	SPLP-000426
4.	Map of Janiec Tract and SPLP Use Area.....	SPLP-000431
5.	Tetra Tech HDD Plan	SPLP-000433
6.	1/13/17 West Goshen Township Meeting Minutes	SPLP-000436
7.	1/27/17 West Goshen Township Meeting Minutes	SPLP-000440
8.	Chapter 102 E&S Control Permit	SPLP-000443
9.	Chapter 105 Water Obstruction and Encroachment Permit.....	SPLP-000465
10.	Earth Disturbance Permit.....	SPLP-000486
11.	Photograph, Janiec 2 Tract, Southeast View	SPLP-000489
12.	Photograph, Janiec 2 Tract, North View.....	SPLP-000491
13.	Photograph, Janiec 2 Tract, Southeast, with Silt Sock	SPLP-000493
14.	Photograph, Janiec 2 Tract, with Silt Socks	SPLP-000495
15.	Photograph, Temporary Construction Entrance	SPLP-000497
16.	Aerial Photograph, Fire Department.....	SPLP-000499

* Respondent's Exhibit 1 was not introduced or admitted into evidence. Accordingly, Respondent's exhibit list starts at Respondent-2—1/6/17 Accufacts Report.

COMMONWEALTH OF PENNSYLVANIA

PUBLIC UTILITY COMMISSION

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West Goshen Township v. Sunoco Pipeline :
L.P. : Docket No.
Violation and Breach of Settlement : C-2017-2589346
Agreement. :
:
Initial Hearing :
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Pages 34 through 254 Hearing Room 2
 Commonwealth Keystone Building
 Harrisburg, Pennsylvania

Tuesday, July 18, 2017

Met, pursuant to notice, at 1:00 p.m.

BEFORE:

ELIZABETH H. BARNES, Administrative Law Judge

APPEARANCES:

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WITNESS INDEX

<u>WITNESS</u>	<u>DIRECT</u>	<u>CROSS</u>	<u>REDIRECT</u>	<u>RECROSS</u>
Casey LaLonde	46	87	110	--
Richard Kuprewicz	115	129	133	--
Kristin S. Camp	135	150	155	155
David J. Brooman	158	167	172	--
Matthew Gordon	176	221	247	249
	--	--	252	--

-0-

EXHIBIT INDEX

<u>NUMBER</u>	<u>FOR IDENTIFICATION</u>	<u>IN EVIDENCE</u>
<u>Township Exhibit</u>		
1	(map, Boot Station general arrangement)	87 87
2	(map, Boot Station general arrangement, SPLP use area)	87 87
3	(Sunoco Logistics PowerPoint)	87 87
4	(settlement agreement)	87 87
5	(map, Chester County, West Goshen Township)	87 87
6	(civil construction plans for Sunoco block valve, Boot Road)	87 87
7	(Chapter 69, erosion and sediment control)	87 87
8	(grading, drainage, erosion control checklist)	87 87
9	(photographs)	87 87
10	(notice of violation)	87 87
11	(Traditions site plan)	87 87
12	(C.V. of Mr. Kuprewicz)	134 134
13	(erosion and sediment control plan, February 2017)	87 87
14	(email from Mr. Brooman and term sheet)	174 174
15	(email from Mr. Lewis and term sheet)	174 174
16	(email from Mr. Krancer and photographs)	174 174

EXHIBIT INDEX (Continued)

<u>NUMBER</u>	<u>FOR IDENTIFICATION</u>	<u>IN EVIDENCE</u>
17 (email from Mr. Lewis and term sheet)	174	174
18 (handwritten notes of Ms. Camp)	157	157
19 (declaration of restrictions)	174	174
20 (condemnation)	200	200
<u>Respondent</u>		
2 (1/6/17 Accufacts Report)	134	134
3 (CV of Matthew Gordon)	220	220
4 (aerial photo, Boot Road and Route 202)	220	220
5 (Tetra Tech HDD plan)	220	220
6 (1/13/17 West Goshen Township meeting minutes)	107	113
7 (1/27/17 West Goshen Township meeting minutes)	107	113
8 (E&S Control Permit)	220	220
9 (Water Obstruction and Encroachment Permit)	220	220
10 (Earth Disturbance Permit)	220	220
11 (photograph, Janiec parcel, southeast view)	220	220
12 (photograph, Janiec parcel, north view)	220	220

EXHIBIT INDEX (Continued)

	<u>NUMBER</u>	<u>FOR IDENTIFICATION</u>	<u>IN EVIDENCE</u>
3	13 (photograph, Janiec parcel, southeast, silt sock)	220	220
5	14 (photograph, Janiec parcel, silt socks)	220	220
6	15 (photograph, temporary construction entrance)	220	220
8	16 (aerial photograph, fire department)	220	220

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P R O C E E D I N G S

ADMINISTRATIVE LAW JUDGE ELIZABETH H. BARNES:

1 Today is July 18th, 2017. It is 1:00 p.m., and this is the
2 time and place for a hearing on a petition for emergency
3 relief in the matter of West Goshen Township versus Sunoco
4 Pipeline, LP, at Docket Numbers C-2017-2589346 and P-2017-
5 2613461.
6
7

8 On July 10th, West Goshen Township filed a
9 petition for issuance of an ex parte emergency order and
10 interim emergency order against Sunoco Pipeline at Docket
11 Number C-2017-2589346. The Petitioner seeks emergency
12 relief under two sections of the Commission's regulations,
13 ex parte emergency relief under Section 3.2 and interim
14 emergency relief under Section 3.6 of Title 52 of the
15 Pennsylvania Code.

16 Also, on July 10th, Sunoco filed an opposition
17 to West Goshen Township's request for ex parte relief.
18 Docket Number P-2017-2613461 was then assigned to the
19 petition as only the Commission has the authority to issue
20 an ex parte emergency order. The Commission declined to
21 issue this ex parte order; however, the Commission directed
22 the petition proceed solely at Docket Number C-2017-2589346
23 as a petition for interim emergency relief pursuant to
24 Section 3.6 through 3.12 of the Commission's regulations.

25 In accordance with the directive of the

1 Commission's Secretarial Letter dated July 11th, which was
2 ratified at Public Meeting on July 12th, 2017, this hearing
3 is being held regarding the following issues: First,
4 whether the Petitioner's right to relief is clear; second,
5 the need for relief is immediate; third, the injury would be
6 irreparable if relief is not granted; and fourth, the relief
7 requested is not injurious to the public interest.

8 After today's hearing and the filing of the
9 transcript, which should occur late tomorrow, I will
10 endeavor to issue a written order either granting or denying
11 the interim emergency relief on or before July 25th. This
12 is pursuant to Section 3.7 of the Code. The order will be
13 immediately effective upon issuance and it will be certified
14 to the Commission for interlocutory review pursuant to
15 Section 3.10.

16 I am Administrative Law Judge Elizabeth
17 Barnes, and would counsel please introduce themselves on the
18 record?

19 MR. SOKORAI: Your Honor, my name is Richard
20 Sokorai for the Petitioner from High Swartz.

21 JUDGE BARNES: Good afternoon.

22 MR. BROOMAN: David Brooman, counsel to West
23 Goshen, also with High Swartz.

24 JUDGE BARNES: Good afternoon.

25 MR. LEWIS: Christopher Lewis representing

1 Sunoco Pipeline, Respondent, from the law firm of Blank
2 Rome.

3 JUDGE BARNES: Good afternoon.

4 MR. MONTALBANO: Michael Montalbano
5 representing Respondent, Sunoco Pipeline, also from the firm
6 Blank Rome.

7 JUDGE BARNES: Good afternoon, gentlemen.
8 Please be seated. All right. I believe you have a motion
9 in limine, Mr. Lewis.

10 MR. LEWIS: Yes, Your Honor. The Respondent
11 would respectfully request that Your Honor issue an order
12 precluding all testimony and extrinsic evidence regarding
13 the intent of the settlement agreement. The ground of the
14 motion is simply the parol evidence rule, which is very well
15 established in Pennsylvania.

16 Your Honor, we've prepared a very brief bench
17 memorandum. May I approach the bench?

18 JUDGE BARNES: You may. Please give counsel a
19 copy.

20 MR. SOKORAI: He gave me a copy just now, Your
21 Honor.

22 JUDGE BARNES: Thank you.

23 MR. LEWIS: Which summarizes the law on the
24 issue. The only quick points I would make about it is,
25 number one, this is hornbook law in Pennsylvania. Your

1 Honor probably learned it back in law school. Number two,
2 the law holds that parol evidence regarding negotiations,
3 promises and interpretations of a contract that occur prior
4 to or contemporaneous with the execution of the contract
5 should be excluded where the parties intended that the
6 agreement be their final and complete agreement.

7 Your Honor, I want to call your attention to
8 the case identified in Footnote 1, the 1726 Cherry Street
9 Partnership case, which points out that under Pennsylvania
10 law, fraud in the inducement is not an exception to the
11 parol evidence rule. It is only fraud in the execution.
12 And my understanding of the contention of the complainant in
13 this case is that there was no fraud in the execution. They
14 merely contend that Respondent did not intend to carry out
15 the promise that is in the written agreement.

16 JUDGE BARNES: Mr. Sokorai.

17 MR. SOKORAI: Thank you, Your Honor. Your
18 Honor, there are two exceptions to the parol evidence rule
19 that were articulated by Mr. Lewis that are relevant to us
20 here today. First of all, when there's an ambiguity or
21 confusion created in the writing of the contract, parol
22 evidence is permitted for the court to determine what was
23 meant by that language.

24 In this case, there are a series of promises
25 set forth under a section called background facts relied

1 upon by the Petitioner here, West Goshen Township, and their
2 safety expert when West Goshen entered into this agreement.

3 The contention by Sunoco is that these are
4 mere background facts that are not covenants. That is
5 clearly evidence of confusion here because it is clear, and
6 there will be evidence of such, that those were intended to
7 be promises that were to be hidden from the public because
8 Sunoco was concerned about creating precedent for other
9 townships to be able to influence Sunoco operations.

10 So, number one, there's an ambiguity that is
11 highlighted by the position of the Respondent in this case,
12 and we have written evidence and emails that explains the
13 history of those negotiations. So, number one, it clears up
14 the confusion.

15 Number two, to the extent that these are now
16 being considered mere background facts as opposed to
17 covenants, this is fraud in the execution, because the
18 agreement was that these were our promises to you. We're
19 going to call them facts. Now we have an executed contract
20 that sets them forth. They're written as promises in the
21 contract. They're just not under the promises section, and
22 now they're saying that they're not covenants that we have
23 to reply upon.

24 It wasn't fraud in the inducement. We're
25 seeking to enforce a valid contract. We're saying that to

1 the extent that there is any confusion there, it was because
2 they intentionally did that to cause this problem. So we
3 don't think the parol evidence rule applies. Of course, the
4 parol evidence rule is a valid rule. It's just in this
5 instance, the exceptions apply, Your Honor.

6 JUDGE BARNES: All right. Thank you. I have
7 not yet had the time to read this. I would like to read
8 this. So can we just go off the record for a minute? We're
9 off the record.

10 (Discussion off the record.)

11 JUDGE BARNES: I'm ready to go back on the
12 record. At this time, it appears to me from the arguments
13 that I've already heard from counsel even at the prehearing
14 conference, that there may be some ambiguity in the language
15 of the settlement agreement. Both sides were pointing to
16 the same paragraphs and saying, well, Your Honor, applying
17 the plain language doctrine, it clearly means this or it
18 clearly means that.

19 So I'm not going to at this point exclude
20 evidence. However, you may object throughout today's
21 hearing.

22 MR. LEWIS: Your Honor, may I have a
23 continuing objection, because otherwise, I will be objecting
24 every minute?

25 JUDGE BARNES: That is fine. That's noted and

1 I suppose overruled at this point. Thank you.

2 Are you prepared to put on your case?

3 MR. SOKORAI: Yes.

4 JUDGE BARNES: Mr. Sokorai, you may call your
5 first witness.

6 MR. SOKORAI: Thank you, Your Honor. Our
7 first witness is Casey LaLonde, the Township Manager of West
8 Goshen Township.

9 JUDGE BARNES: Mr. LaLonde, please stand and
10 raise your right hand.

11 Whereupon,

12 CASEY LaLONDE

13 having been duly sworn, testified as follows:

14 JUDGE BARNES: Thank you. Please be seated.
15 Would you please state your name and spell it for the
16 record?

17 THE WITNESS: Good afternoon, Your Honor. My
18 name is Casey LaLonde, C-a-s-e-y, L-a-L-o-n-d-e.

19 JUDGE BARNES: All right. You may proceed,
20 Mr. Sokorai.

21 MR. BROOMAN: Your Honor, in accordance with
22 your prehearing memo, we pre-marked our exhibits. I just
23 handed a set to Mr. Lewis. I'd like to approach Mr. LaLonde
24 and hand him a set, Your Honor a set, and the court reporter
25 a set, and I'm mindful you want two, and I will get you the

1 second one when we take a recess.

2 JUDGE BARNES: Go ahead.

3 MR. BROOMAN: Thank you, Your Honor.

4 MR. SOKORAI: Your Honor, any preference as to
5 whether counsel sits or stands during questioning?

6 JUDGE BARNES: The court reporter would prefer
7 if you stay seated and speak probably into the microphone.
8 Thank you.

9 DIRECT EXAMINATION

10 BY MR. SOKORAI:

11 Q. Mr. LaLonde, tell us what you do for the township.

12 A. I am the appointed Township Manager for West Goshen
13 Township. I'm appointed by the five-member Board of
14 Supervisors and serve in an appointed position. I'm
15 essentially the chief executive for the township.

16 Q. And tell us what your general responsibilities are
17 as the Township Manager.

18 A. My general day-to-day responsibilities include
19 management of all aspects of township business from
20 personnel to projects to any -- I help with any litigation
21 that may occur from time to time.

22 Q. In your role as Township Manager, have you had any
23 interactions with Sunoco Pipeline, LP, which we'll call
24 Sunoco for today, or any of its representatives?

25 A. Yes.

1 Q. When did you first become involved with Sunoco as
2 Township Manager?

3 A. In 2014.

4 Q. What happened in 2014?

5 A. In 2014, we initially were approached by Sunoco
6 about their Mariner 1 project, which in the presentation to
7 township staff would include improvements to the existing
8 pump station at Boot Road and 202.

9 Q. And what was your understanding as to what they
10 were trying to do there?

11 A. They were repurposing their existing Mariner 1 line
12 to ship Marcellus gas liquids south to Marcus Hook, I guess.

13 Q. Now, what I would like you to do is just focus on
14 -- we have two exhibits in front of you, Township Exhibit 1
15 and Township Exhibit 2.

16 A. Yes.

17 Q. These were actually attachments to a settlement
18 agreement that we'll discuss later. But focusing on
19 Township Exhibit 1, could you just tell us -- put the
20 writing on the bottom right-hand corner where it says --
21 whatever it says. I can't see without my glasses -- where
22 it says, "Boot Station General Arrangement."

23 A. Yes.

24 Q. And just orient us to what we're looking at here.

25 A. Certainly. This is an aerial view of the existing

1 pump station for Sunoco. On the far right, you'll see the
2 off-ramp of Route 202. This is facing north. You'll see
3 East Boot Road to the south. You'll see two large Aqua PA
4 tanks just to the north of the outlined area where the
5 existing Sunoco pump station is, and actual Route 202 is
6 just to the east off the map of that off-ramp.

7 Q. I just want to make sure I'm clear. The roadway on
8 the right-hand side that's going up and down, that's Route
9 202 itself?

10 A. No. That is the off-ramp of 202. 202 is a four-
11 lane highway just east off the map.

12 Q. Okay. I understand. And Boot Road is running
13 sideways at the bottom of that area you just described where
14 the existing facilities are?

15 A. Correct.

16 Q. Now, the box -- there's like a yellow box in the
17 middle. That's the existing facilities?

18 A. That is correct.

19 Q. And then if we look at Township Exhibit 2, tell us
20 what we're looking at here.

21 A. It's a wider shot of the same vicinity. Again, you
22 can see the four-lane Route 202 to the right with the off-
23 ramps and on-ramps coming from Boot Road.

24 JUDGE BARNES: I'm sorry. I don't have two.

25 MR. SOKORAI: They don't have Township Exhibit

1 2.

2 MR. BROOMAN: Sorry. We didn't circulate a
3 Township 2 with our stack.

4 (Pause.)

5 JUDGE BARNES: Thank you.

6 THE WITNESS: Okay. Just to start over, you
7 can see that the main feature of this larger scale aerial,
8 Route 202 is the main highway.

9 BY MR. SOKORAI:

10 Q. Going up and down?

11 A. Going up and down, correct, with the off-ramp
12 coming south. The direction on it is north facing. This is
13 our Boot Road Interchange as we call it. It's a very
14 heavily trafficked interexchange. You can see East Boot
15 Road is the horizontal line near the bottom of the map. You
16 can see that same Sunoco pump station area called out I
17 think it's in red outline this time, and, again, you can see
18 those two large Aqua water tanks just to the north of the
19 Sunoco site.

20 Q. There's a big line or two lines on this. It looks
21 like a sail going up above the existing facilities there.

22 A. Yes.

23 Q. What is that area?

24 A. There's a separate four-acre parcel, I believe,
25 that's to the north of the pump station site owned by the

1 Janiec family, to my knowledge, at the time. In fact, they
2 have owned it for decades.

3 JUDGE BARNES: Can you spell Janiec?

4 THE WITNESS: Yes, J-a-n-i-e-c.

5 BY MR. SOKORAI:

6 Q. And that Janiec property, is that property that the
7 township became involved in when these petitions were filed?

8 A. Yes. My recollection from our initial meeting is
9 that Sunoco intended to purchase or through an easement take
10 that property and use it as an expansion area for the
11 Mariner 1 project and build a brand new pump station and
12 facilities on that property, correct.

13 Q. Are there residents thereby, and, if so, can you
14 show us on this Township 2 document?

15 A. Yes. To the west, to your left on the photo, we
16 have the Mary Jane Lane neighborhood which dates from early
17 to mid 1950s.

18 JUDGE BARNES: I'm sorry. I need a name
19 spelling for Mary --

20 THE WITNESS: I'm sorry. Mary Jane, M-a-r-y,
21 J-a-n-e, Lane. That is just immediately to the west of the
22 existing pump station site. Their backyards back right up
23 to the property for Sunoco.

24 Further to the left and to the west on the map
25 is our Village of Shannon, S-h-a-n-n-o-n, which is a large

1 densely populated townhouse development just to the west of
2 the existing site.

3 BY MR. SOKORAI:

4 Q. And while not depicted on this Township 2 document,
5 can you explain using this document, are there utilities in
6 this area for the residents?

7 A. Yes. There are several utilities, including
8 township. The sewer authority owns sanitary sewer lines.
9 All of these homes in this vicinity and also to the south of
10 Boot Road off the map is our Hamlet Hill, H-a-m-l-e-t, Hill
11 neighborhood, which is single-family homes, but still pretty
12 densely populated. They're all served by public utilities,
13 including electric, Aqua PA for water, and West Goshen
14 Authority for sanitary sewer. So there's crisscrossing
15 public utilities throughout this entire area.

16 Q. Now, when the township found out that Sunoco was
17 looking at this area at the Janiec -- we've called this area
18 west of 202 in that sail there the Janiec 1 tract. As it
19 turns out, the Janiecs own property on the other side as
20 well that will be relevant. So we'll call that Janiec 1.

21 When you found out that Janiec 1 was at issue, did the
22 township take a position?

23 A. At the time, we were obviously concerned about it
24 given the possible construction and impact on our
25 neighborhood; so, yes, we were concerned to say the least.

1 Q. And what was your primary concern?

2 A. Potential construction activities impacts to the
3 neighborhood and also, once we determined at the staff level
4 that there was going to be a major expansion of this
5 possibly a second pump station on the Janiec 1 tract with
6 the neighbors in that Mary Jane Lane neighborhood so close
7 by, we were concerned about dust, noise, construction
8 activities, anything that a large scale development would
9 bring to a neighborhood.

10 Q. Am I correct that a zoning petition was brought by
11 Sunoco before your -- or zoning application was brought
12 before your township?

13 A. Correct. A Zoning Hearing Board application was
14 filed by Sunoco with our local Township Zoning Hearing
15 Board. I attended as an observer the initial hearing, and I
16 don't know if there was a second hearing actually scheduled,
17 but our main meeting room where our hearings take place was
18 standing room only once the general public found out about
19 this case.

20 Q. Did the township oppose the zoning application?

21 A. On the staff and the Board of Supervisors level, we
22 did oppose it. At the time, the Board of Supervisors again
23 were very concerned about the impacts, and shortly
24 thereafter the -- well, I won't go there, but yes.

25 Q. Did the zoning application carry through to

1 completion?

2 A. No. From my recollection, we had the initial and
3 possibly a second hearing, but I don't know if it even got
4 to a second hearing.

5 Q. What happened?

6 A. Sunoco, I believe they actually withdrew their
7 Zoning Hearing Board petition and submitted the case to the
8 Public Utility Commission instead.

9 Q. Did the township do anything at that time?

10 A. Yes. We kept all of our options open legally as to
11 what to do in front of the Commission, and my recollection
12 is I think we received relief, and then that relief was
13 overturned by the Commission entirely.

14 Q. Did you hire any consultants with respect to
15 evaluating all your options?

16 A. Yes. Once the township staff understood the large
17 scale nature of this project and the Marcellus liquids that
18 were going to be transported, after an exhaustive search,
19 the township hired a nationally renowned safety expert named
20 Richard Kuprewicz with Accufacts, Incorporated. I believe
21 he operates out of Washington State.

22 Q. Now, you indicated that when you went to the PUC,
23 you initially had some relief and then that was reversed.

24 A. Yes.

25 Q. Did the township consider the matter over at that

1 point?

2 A. No, we did not.

3 Q. What was your understanding?

4 A. Even though we had been reversed by the Public
5 Utility Commission, we still were investigating avenues in
6 which we could still maintain the health, safety and welfare
7 of our residents. So we were working with our special
8 counsel to look at all avenues.

9 Q. And ultimately during the course of looking at
10 those avenues, did the opportunity arise to enter into a
11 settlement agreement with Sunoco?

12 A. Yes. After approximately one year of negotiations
13 with Sunoco, we did end up with a settlement agreement.

14 Q. In advance of that settlement agreement -- was that
15 settlement agreement approved by the Board of Supervisors?

16 A. Yes. That was approved in May of 2015.

17 Q. Prior to the Board of Supervisors agreeing to enter
18 into that agreement, did Sunoco prepare a slide show for
19 presentation to the Board of Supervisors?

20 A. Yes, they did.

21 Q. I want to show you Township Exhibit 3 and ask you
22 if that is a copy of the slides prepared.

23 A. Yes. This appears to be the PowerPoint
24 presentation that was provided to the Board of Supervisors.

25 Q. And do you recall what the major ideas were being

1 conveyed with this presentation?

2 A. Yes. The Board of Supervisors and our township
3 staff, we were very concerned about obviously safety.
4 That's our main prerogative and main charge under the Second
5 Class Township Code is the health, safety, welfare of our
6 residents. We are concerned about safety issues, also about
7 the various new equipment that was going to be installed at
8 the pump station, including the vapor combustion unit. We
9 discussed new fencing that was installed.

10 Our main concern was safety first and, secondary,
11 aesthetics and trying to maintain everything on this one
12 site without having these facilities then spread out all
13 over the township.

14 Q. When you reached that agreement with Sunoco and the
15 township, was that reduced to writing?

16 A. Yes.

17 Q. And that's what we refer to as the settlement
18 agreement?

19 A. Correct.

20 Q. Is that marked as Township Exhibit 4?

21 A. This appears to be the settlement agreement, yes.

22 Q. Now, were you involved in the negotiations that led
23 to that settlement agreement?

24 A. Yes.

25 Q. Who all was involved in those negotiations?

1 A. Involved in the negotiations was myself; Kristin
2 Camp; our township solicitor, Dave Brooman with High Swartz;
3 and, of course, the Board of Supervisors.

4 Q. Anybody from Sunoco?

5 A. Yes; Mr. Lewis, Matt Gordon, Don Zoladkiewicz with
6 Sunoco. Kathleen Shea was involved as general counsel, I
7 believe, with Sunoco at the time. That was generally the
8 group that met. And Mr. Kuprewicz as well on the safety
9 side for us.

10 Q. Now, during these negotiations, were engineering
11 plans and drawings shared other than what we just showed at
12 the Township Exhibit Number 3, that little slide show?

13 A. Not with the township staff, no.

14 Q. Was a reason given to you why they couldn't see any
15 engineering plans with respect to the pipeline construction?

16 A. Yes. Sunoco stated that because of proprietary and
17 I guess security reasons, township staff was not allowed to
18 see any drawings.

19 Q. Did you ask for a copy of drawings?

20 A. Yes.

21 Q. Now, I believe your expert was able to get a copy;
22 right?

23 A. Yes. To my recollection, he signed a
24 confidentiality agreement directly with Sunoco, which they
25 then allowed him to see the documents and the plans.

1 Q. But then he was not permitted to then share those
2 documents with you or the township?

3 A. No, sir, no.

4 Q. Now, was Mr. Kuprewicz involved in the negotiations
5 of the settlement agreement?

6 A. No.

7 Q. What was his role?

8 A. His role was strictly to review the plan
9 specifications of Mariner 1 in order to with full assurance
10 to the township and the Township Board of Supervisors be
11 able to state that the construction processes and
12 construction quality met federal standards and met his
13 standards as a safety expert.

14 Q. Now, I would like to draw your attention back to
15 Township Exhibit Number 2.

16 A. Yes.

17 Q. We see 202 kind of running up and down, north and
18 south, slightly to the right of center of the diagram or the
19 picture; correct?

20 A. Yes.

21 Q. On the right-hand side further east, to the east of
22 202, there's another wooded area there. Describe what that
23 area is.

24 A. Certainly. To the east of 202, we've come to call
25 it Janiec 2, because the Janiec family owns both sides of

1 Route 202 in this vicinity. Virtually the entire area -- do
2 you guys have a pointer?

3 (Pointer handed to witness.)

4 A. Thank you. Virtually the entire area -- just to
5 orient yourself again, this is Route 202 north and south,
6 Boot Road east and west. The actual township boundary line
7 is right in this vicinity. This is East Goshen Township to
8 our east. Culbertson Drive in this vicinity is East Goshen
9 Township. The Janiec family owns approximately from here
10 all the way to what you see on the map behind the homes in
11 that vicinity.

12 Q. Now, during the entirety of all the negotiations
13 that you had with Sunoco, the township had with Sunoco, was
14 there ever any mention at all of any possibility of any
15 facilities being placed on that property to the east?

16 A. No.

17 Q. That was also owned by the Janiec family?

18 A. Correct.

19 Q. The area immediately east of 202?

20 A. Correct.

21 Q. We'll call that the Janiec 2 area; okay?

22 A. Yes, sir.

23 Q. Janiec was on the left, the old area, Janiec 1;
24 Janiec 2 on the right. So nobody ever mentioned any
25 facilities on Janiec 2?

1 A. No.

2 Q. And what was your primary goals during these
3 negotiations?

4 A. The primary goals were to insure the safety of our
5 residents. We have a densely populated area adjacent and
6 south of the existing pump station. The primary goal was to
7 insure that any above-ground facilities were maintained in
8 this general area on the existing pump station and to insure
9 that we did not have above-ground facilities spreading out
10 again over the entirety of the township.

11 Q. Now, what did Sunoco represent as to those -- I'm
12 going to split up their facilities into two separate things.
13 There was all the facilities above ground related to the
14 pipeline, and then there was a special one that we're going
15 to talk about separate called the valve station for the
16 Mariner 2.

17 A. Right.

18 Q. With respect to all of the facilities, where did
19 Sunoco say they were going to go, all the above-ground
20 facilities, except for the valve station?

21 A. All of the above-ground facilities include the
22 vapor combustion unit, which was a new piece of equipment.
23 Everything was going to be contained in the general
24 footprint of their existing pump station.

25 Q. Now, did they ever tell you that they needed an

1 additional area above the existing area for this valve
2 station?

3 A. The only discussion that was ever had about an
4 additional area was very adjacent to the existing pump
5 station.

6 Q. And what's that called?

7 A. That's the SPLP additional use area, this dark
8 outlined area here, again adjacent to the pump station site.

9 Q. And what was the remaining sail up there, the rest
10 of the Janiec 1 tract going to be used for?

11 A. They had expressed that this additional area most
12 likely will be used as a lay-down area for construction,
13 meaning pipe may be delivered for the Mariner 2 project in
14 this area here.

15 Q. All the way up until execution of the settlement
16 agreement, any mention of Janiec 2?

17 A. No.

18 Q. Now, I would like to turn your attention to the
19 settlement agreement, which I believe we marked as Exhibit
20 4. Was it your understanding that the promises about the
21 location of the facilities by Sunoco was contained in this
22 agreement?

23 A. Yes.

24 Q. Can you please point out those promises?

25 A. Certainly. In Section I on page 1, it states that

1 the vapor combustion unit would be located at the existing
2 pump station. Let me see. Section II on page 2 states very
3 specifically about any proposed equipment would be stationed
4 at the existing pump station site.

5 Q. Okay. So let's just walk through Section II really
6 quick.

7 A. Yes.

8 Q. Did you understand that for the purposes of this
9 agreement, that the Mariner East project was all Mariner
10 East pipes related to Mariner 1, Mariner 2 or any other
11 Mariner project?

12 A. Correct.

13 Q. And that's set forth in Section II.A.1?

14 A. Section II.A.1, correct.

15 Q. And then in Section II.A.2?

16 A. Yes.

17 Q. The pump station, VCU and all accessory and
18 appurtenant facilities will be maintained within the present
19 active site?

20 A. Correct.

21 Q. Is that the site you were already talking about on
22 the diagram here?

23 A. Yes. That is the existing pump station site here.

24 Q. Except that a remote operated valve station will be
25 constructed and maintained on SPLP's adjacent 4.42 acre

1 property, also known as the former Janiec tract or the SPLP
2 additional acreage. Is that what we're talking about?

3 A. That is correct.

4 Q. And then they further narrowed that down in this
5 saying it's not going to be the entire acreage but in that
6 use area you already described?

7 A. That is correct.

8 Q. Did you consider these promises?

9 A. Absolutely, yes.

10 Q. And these were the promises that were made to you
11 leading up to the execution of this contract?

12 A. Yes.

13 Q. They also said subject to any engineering
14 constraints, SPLP intends to construct the valve in the
15 general area depicted on the map, which is in the specific
16 area that they located in the use area. What was the idea
17 if they couldn't keep it within that specific spot in the
18 use area? Where would it go?

19 A. If there were any engineering constraints, they
20 would have to notify us, bring it to our attention, and they
21 would use -- if they had to extend, you know, 50 feet, 100
22 feet into the remaining acreage, they would notify us, we
23 would discuss it, and we'd go from there.

24 Q. And did this contract at the same paragraph
25 specifically say no other permission for any other

1 facilities anywhere else in the township?

2 A. That is correct.

3 Q. Did that include Janiec 2?

4 A. That is correct.

5 Q. Were these promises by Sunoco regarding the
6 location of these facilities, were they incidental or
7 central to your agreement?

8 A. They were central to our agreement.

9 Q. Why is that?

10 A. Again, the health, safety and welfare of our
11 township residents is paramount to our Board of Supervisors.
12 Without those covenants and promises being made, the Board
13 of Supervisors most likely would not have entered into a
14 settlement agreement if those promises were not made.

15 Q. What types of impacts would disregarding this
16 settlement agreement have on the township?

17 A. Approximately -- well, there are several.
18 Approximately, 25 to 36,000 vehicles use Boot Road each day
19 both ways. About 70,000 cars use 202 each day. The impacts
20 would be numerous, including ongoing construction if we did
21 not have the settlement agreement in place. We would have
22 no -- there could be construction all over the township
23 along the entire Mariner 1 or Mariner 2 line, impacts,
24 ongoing construction, dust, noise to the residents, to
25 visitors, to passersby that the township thought better that

1 this settlement agreement answered and we entered into that
2 agreement.

3 Q. Were there advantages to the township to using the
4 agreed-upon site rather than this other site that came out
5 of nowhere?

6 A. Yes. Obviously, containing any new development or
7 facilities for Sunoco, considering that this pump station
8 had been there since the early or mid 1930s, was very
9 preferential and mandated essentially by the supervisors
10 that that was their intent, was to keep all the construction
11 activities to this general location here.

12 Q. How about traffic; is there an advantage to traffic
13 on one side or the other?

14 A. Yes. This direction of Boot Road, obviously we
15 have the very dense population here. Eastbound on Boot
16 Road, just about another half mile east, we have about 8,000
17 employees of various very large corporations, including QVC,
18 that use this road on a daily basis.

19 Keeping construction activities pinpointed here would
20 negate a lot of traffic concerns.

21 Q. How about access to fire department or other
22 emergency services; is there an advantage on one side or the
23 other?

24 A. Yes. Just off the map to the right here is the
25 substation of Goshen, G-o-s-h-e-n, Fire Company. They run

1 ambulances and several rescue fire trucks out of this
2 location just off the map right here.

3 Q. To the right?

4 A. To the right, correct, just off the photo. Their
5 main access is right here onto Boot Road. The substation
6 for Goshen Fire Company serves a significant portion of the
7 north part of our 12-square mile township.

8 Q. So based on these goals, you reached this
9 agreement. When was that agreement signed by the township?

10 A. May 13th, I believe, of 2015.

11 Q. 2015?

12 A. Correct.

13 Q. And it was submitted to the PUC for approval?

14 A. Yes, shortly thereafter.

15 Q. And how long were those negotiations with Sunoco to
16 reach that agreement?

17 A. About a year.

18 Q. Now, up until today, has Sunoco ever advised the
19 township that engineering constraints make it unable to put
20 the valve station where it was agreed?

21 A. No.

22 Q. All the way up until today?

23 A. Correct.

24 Q. Now, in January of -- well, let me ask you this.
25 Did you ever have occasion to have a meeting with Sunoco in

1 January of '16, approximately seven months after the
2 execution of this agreement?

3 A. Yes, we did. In this location on the Janiec 2
4 parcel, ever since about 2009, we have had a project under
5 review called the Traditions development. It's an
6 independent living facility that was going to take up almost
7 this entire tract of land. We had been under engineering
8 review again for many years. It was, again, an independent
9 living facility, about a \$35 million development that was
10 going to go in here.

11 In December of 2015, after all of those years under
12 review, the applicant was finally ready for final plan
13 approval. We have one meeting a month for the Board of
14 Supervisors' public meeting. That Traditions development
15 project approval was -- apart from the annual township
16 budget approval, which is also the same night, was the very
17 big piece of business to be done that night.

18 The applicant was present. His lawyer was present at
19 the meeting, and the approval essentially by the Board was
20 interrupted by a member -- actually, the president of Goshen
21 Fire Company, and he related to the Board of Supervisors
22 some facts; that the Board then decided, with the
23 Traditions' attorney's approval, tabled that development
24 approval due to his assertions at the meeting that Sunoco
25 had apparently had interest in this property.

1 So the Board being --

2 Q. The Janiec 2 property?

3 A. The Janiec 2 property, correct. The Board hearing
4 this information received again a project approval extension
5 from the applicant for this Traditions project, and we asked
6 for a meeting. Now, this is the second week of December.
7 So we have Christmas coming, New Years coming. It was
8 January of '16 that we then were able to get a meeting with
9 Sunoco to discuss, hey, what's going on with the Janiec 2
10 property.

11 Q. Did Sunoco ever mention their interest in acquiring
12 or using the Janiec 2 property prior to that meeting that
13 you called for?

14 A. No.

15 Q. So tell me what happened at that meeting.

16 A. At the meeting in January, we were provided with a
17 map of the general layout of the pipeline. At this meeting,
18 we were told that this Janiec 2 parcel was determined to be
19 a place that Sunoco now wanted to have a lay-down yard and a
20 location where they were going to have horizontal drills
21 placed to do their horizontal drilling to reach East Goshen
22 to the east and West Whiteland to the west.

23 Q. Township Exhibit 5, is that a copy of the drawing
24 that was provided to you at that meeting?

25 A. Yes, it is.

1 Q. Is there a valve station depicted anywhere on that
2 drawing?

3 A. There is not.

4 Q. What's that?

5 A. There is not, no.

6 Q. In fact, did Sunoco ever tell you that there would
7 be a valve station put anywhere on the Janiec 2 tract at
8 this meeting?

9 A. No. The only items that they discussed was the
10 lay-down yard, essentially construction yard for the Mariner
11 2 project. They discussed an open trench that they would
12 need to lay the pipe in the ground and pull it, as they call
13 it, west to West Whiteland Township and east to East Goshen
14 Township.

15 Q. Who was present and when was that meeting?

16 A. It was maybe the third week of January, January
17 22nd maybe. On the township, I believe it was myself,
18 Kristin Camp, the township solicitor. I believe our in-
19 house staff, township engineer Rick Craig was there, but I
20 can't recall, and possibly Derek Davis.

21 JUDGE BARNES: Can you spell Camp?

22 THE WITNESS: I'm sorry?

23 JUDGE BARNES: Can you spell her name?

24 THE WITNESS: Oh, yes. I'm sorry. Kristin
25 Camp, C-a-m-p, township solicitor; Rick Craig, C-r-a-i-g,

1 township engineer; and I believe the assistant township
2 manager, Derek Davis, D-a-v-i-s; they were present on our
3 side.

4 BY MR. SOKORAI:

5 Q. And this was January when?

6 A. 2016.

7 Q. January 2016. And the date of the plans that they
8 gave you that day on Township 5?

9 A. The date on the plans of Exhibit 5 -- oh, man. The
10 date is September 28th, 2015.

11 Q. Now, from the date of that January meeting all the
12 way up until January of 2017, for that entire year, did
13 Sunoco ever advise that it was unable to put a valve station
14 on the agreed-upon SPLP use area?

15 A. No.

16 Q. Did it ever advise you that it intended to put a
17 valve station all the way across 202 on the Janiec 2 tract?

18 A. No.

19 Q. What happened in January of '17, if anything, to
20 tip off the township that Sunoco actually did plan on using
21 the Janiec 2 tract?

22 A. Yes. In maybe the second week of January, we
23 received essentially a box of plans and specifications from
24 the I believe it's Sunoco's engineering firm, Tetra Tech,
25 which was an erosion and sedimentation control plan for the

1 Janiec 2 property, which detailed this valve location, which
2 we had never seen before.

3 Q. Okay. Did anyone in the township see this
4 application?

5 A. Yes. It was sent to our township engineer, staff
6 engineer, Rick Craig, and immediately upon his review, he
7 informed me and I informed our solicitor that we have a
8 valve station now on the Janiec 2 property.

9 Q. How about the public; did they see this?

10 A. The public found out about it relatively quickly.
11 We're not sure exactly how, but information spread pretty
12 quickly.

13 Q. Now, what was the date on the plans? This was
14 submitted in mid January '17, but what was the date on the
15 plans? Township Exhibit 6.

16 A. Township Exhibit 6, these are civil construction
17 plans for Sunoco block valve at Boot Road. Issued for
18 review date is June 12th, 2015, and the issued for bid date
19 is November 30th, 2015.

20 Q. Now, did that June date on Township Exhibit 6, did
21 you take note of that when you saw that date?

22 A. Yes.

23 Q. Why?

24 A. The issued for review date was a month after we had
25 just approved the settlement agreement.

1 Q. In 2015?

2 A. In 2015, correct.

3 Q. And do you know when the PUC approved that
4 settlement agreement?

5 A. I don't know the date, but it was shortly after May
6 of 2015.

7 Q. But this was the first time you heard that they're
8 moving it over there?

9 A. Yes.

10 Q. Did the township ask for an explanation from Sunoco
11 as to why a valve station was now appearing on the Janiec 2
12 tract?

13 A. Yes.

14 Q. Did they give you an explanation?

15 A. Not really, no, not at all.

16 Q. This plan that was dated June 15 marked as Township
17 Exhibit 6, was that plan prepared by the same folks who
18 prepared Township Exhibit 5, which was given to you all the
19 way back in '16?

20 A. Yes. It's the same firm.

21 Q. Tetra Tech?

22 A. Correct.

23 Q. Did they give you any reason why the pump station,
24 even though they knew back in '15 that they're would be a
25 pump station on Janiec 2, did they give you any reason why

1 it didn't appear on the document they gave you in '16?

2 A. No.

3 Q. No reason given. Have you ever learned of other
4 plans showing the valve station on Janiec 2 that even pre-
5 date Township Exhibit 6?

6 A. Yes. I believe I've seen one other plan that pre-
7 dated even those construction plans from 2015.

8 Q. Now, I think actually if you flip forward to
9 Township Exhibit 13.

10 A. Thirteen?

11 Q. Yes. Is that subsequent erosion and sediment
12 control plans that were submitted?

13 A. Okay. Yes. This is another Tetra Tech set of
14 plans. The front cover says February 2017. On the first
15 plan sheet, the first plan sheet shows August 31st, 2015.

16 Q. Now, each page, are they the same -- let's see.
17 There's multiple documents here, and when we get to --

18 A. Oh, yes, yes.

19 Q. When we get to the second page, take a look at that
20 first date; the third page of the exhibit, second page of
21 the drawing.

22 A. Yes. Issued for review, March 26th, 2015.

23 Q. Okay. So what did you conclude when you saw plans
24 dated March of '15 before the settlement agreement was even
25 committed to writing that you're just now seeing in '17?

1 A. Given the extensive amount of work that must have
2 gone into these plans, that these did pre-date the
3 settlement agreement, that -- may I offer an opinion, Your
4 Honor?

5 MR. LEWIS: I'm going to object.

6 BY MR. SOKORAI:

7 Q. I just want to know if you drew any conclusions.

8 A. I did. I concluded that the plans were in place
9 before the settlement agreement.

10 Q. Did the township actually issue an E&S or an
11 erosion and sediment control permit?

12 A. The township engineer, Rick Craig, C-r-a-i-g, did
13 issue an erosion and sedimentation control permit that was
14 applied for in January 2017. We're under constraints by
15 both state law and township code that a permit must be
16 granted for a project. There's no way around not issuing a
17 permit.

18 Q. Even if portions of that contract violate a
19 settlement agreement?

20 A. Yes.

21 Q. So it doesn't mean you're happy about it, but you
22 have to do it?

23 A. Correct.

24 Q. Now, after those E&S plans were submitted, did you
25 have any other meetings with Sunoco?

1 A. My recollection is the latest thing that happened
2 was the week of July 4th, I think it was that Monday, July
3 3rd or the previous Friday, I received communication from
4 Sunoco stating that within several weeks, they were going to
5 start construction on the Janiec 2 tract.

6 Q. And tell me what happened.

7 A. I received I believe an email again from a
8 representative of Sunoco stating as much, and within a day
9 or two, we received the report that there was a land
10 clearing company up on the Janiec 2 tract already starting
11 grubbing and clearing of the site.

12 Q. Now, do you have requirements in the township with
13 respect to any pre-clearing, pre-disturbance activities?

14 A. Yes. The township code, Chapter 69, requires --
15 and it's clearly stated on the application for the township
16 erosion and sedimentation control permit that a pre-
17 construction meeting must be held with the township engineer
18 at least 48 hours prior to construction commencing,
19 including grubbing and clearing of a site.

20 Q. Now, I want to show you Township Exhibit 7. Can
21 you please turn to that?

22 A. Yes.

23 Q. It's a two-page document. One is the title page of
24 Chapter 69, soil erosion and sediment control.

25 A. Yes.

1 Q. And then the second page is just an excerpt. Does
2 this deal with that notice provision that you're talking
3 about?

4 A. Yes, it does.

5 Q. And Township Exhibit 8, what is that?

6 A. Yes.

7 Q. What is that?

8 A. That is our grading, drainage, erosion control
9 checklist and permit application.

10 Q. Right on the permit, it says 48-hour notice?

11 A. Correct.

12 Q. Was 48 hours notice given?

13 A. No, it was not.

14 Q. Did the clearing activities coincide with any PUC
15 action, PUC events, to your recollection, the date of any
16 prehearing conferences?

17 A. To my recollection, there was a pre-conference
18 hearing I think July 6th or somewhere around that area.

19 Q. And -- well, let me ask you this. Do you recall
20 observing the beginning of these disturbance activities on
21 the same day as that conference?

22 A. Yes, yes.

23 Q. That's when you found out about it?

24 A. Yes.

25 Q. When you got the notice from Sunoco that it was

1 going to happen, that there was going to be some activity,
2 what was the time frame given?

3 A. Within about two weeks.

4 Q. And when did it actually happen?

5 A. The day after -- one or two days after the notice.

6 Q. And the same day as this hearing?

7 A. The pre-conference hearing, yes, that's right.

8 Q. Do you have any idea as to whether Sunoco intends
9 to put the valve station with any degree of immediacy,
10 whether they intend to start construction now?

11 A. I would say yes. I don't know why they would have
12 graded and cleared the site if they weren't ready for
13 construction.

14 Q. Any other indications that it's immediate?

15 A. Yes. The site has been cleared. Construction
16 entrance has been done. So, yes, I would assume it's
17 imminent.

18 Q. Did you get PennDOT notices that work was
19 beginning?

20 A. Yes, we did.

21 Q. Did the township request Sunoco to cease operations
22 until the issues with this case are done?

23 A. We did.

24 Q. Did they agree to stop?

25 A. No.

1 Q. You indicated they already did start clearing and
2 disturbing the site; right?

3 A. Yes.

4 Q. Did the township experience any problems in that
5 regard?

6 A. Yes, several. No erosion and sedimentation
7 controls were installed --

8 MR. LEWIS: Objection, lack of foundation. I
9 don't know where the witness is -- whether he's testifying
10 from personal knowledge or from something that was told to
11 him.

12 THE WITNESS: Personal knowledge. I was at
13 the site many times in the past two weeks.

14 JUDGE BARNES: It's overruled.

15 BY MR. SOKORAI:

16 Q. Is this a big deal to the township?

17 A. It's a -- I'm trying to come up with a bigger word
18 than significant. It's a major issue for the township both
19 on just a general safety issue to perception. This is a
20 very highly, extremely highly visible location in the
21 township.

22 Again, 25 to 36,000 cars this way, 70,000 cars north and
23 south every day. That location is prime real estate for
24 perception alone. People notice everything that's going on
25 at that location, yes.

1 Q. So you had an issue that there were no E&S
2 controls?

3 A. Correct. We had no E&S controls installed. I was
4 there five times that day.

5 Q. Were there any issues with access to the fire
6 department?

7 A. Yes. We witnessed the land clearing company parked
8 in the fire company driveway and parking stalls adjacent to
9 the fire house, and also with that amount of earth moving
10 and grubbing going on, there were pieces of equipment to
11 construct the construction driveway which shares the primary
12 driveway for the fire company.

13 My township staff and I -- I am personally very
14 concerned about access for the fire company. The fire
15 vehicles use this driveway, which is also the construction
16 driveway for this project, as their primary egress for the
17 fire house.

18 Q. Was there any coordination with the township at all
19 about that blockage?

20 A. No, no.

21 Q. What I'd like you to do is pull out Township
22 Exhibit 11 if you don't mind. It's folded in half. It's a
23 site plan drawing.

24 A. Yes.

25 Q. Is that the site plan for the Traditions site?

1 A. Yes. This is what was approved by the Board of
2 Supervisors as this proposed independent living facility at
3 the Janiec 2 tract.

4 Q. Does this depict in any way the driveway for the
5 fire department, the access to the fire department that
6 we're talking about?

7 A. Yes. Obviously, in bold, you can see the
8 independent living facility. Just to the right in the
9 lighter shade is the Goshen Fire Company building. In kind
10 of the center of the page, you can see Boot Road on the
11 south side or the lower side of the plan and you can see
12 what appears to be curbing and a curb cut for the entrance
13 for Goshen Fire.

14 With an existing easement, that curb cut on the plan is
15 the existing fire company primary driveway.

16 Q. Can you explain then what the blockage issue is?

17 A. Yes. The construction entrance for the Janiec 2
18 site for Sunoco uses that primary fire house entrance and
19 exit as their construction entrance.

20 Q. That's right down here at the bottom center of the
21 diagram; correct?

22 A. That is correct.

23 Q. And then if the trucks are coming off of Route 202,
24 is that where they typically come from?

25 A. Yes.

1 Q. How do they make that turn?

2 A. How the fire company operates in this location when
3 they --

4 Q. I mean the construction vehicles.

5 A. Oh, I'm sorry. I actually don't know. I don't
6 know how they're going to really access the site.

7 Q. How have you seen them do it to date?

8 A. They go east on Boot Road from the 202 interchange
9 area and make the left turn across two lanes of traffic
10 going westbound on Boot Road. I personally observed signs
11 that state "No pipeline access," small signs about this big,
12 very bold letters, "No pipeline access," on the interior
13 side of the driveway for the fire house, and also on the
14 right-hand side of the plan, you can see Greenhill Road
15 marked out.

16 There is a side entrance off of Greenhill Road to the
17 fire company. That entrance on Greenhill Road also has
18 those "No pipeline access" signs. So the construction
19 equipment will have to enter at that site on Boot Road only.

20 Q. And have you seen them do that?

21 A. I saw one pickup truck at the time during that week
22 of July 5th go in that way; only one vehicle, though.

23 Q. For the main site off of Boot Road?

24 A. Yes.

25 Q. So you haven't seen the trucks using that right

1 now?

2 A. No.

3 Q. So would it be less cumbersome or less disruptive
4 to your township to use the agreed-upon site and why?

5 A. Yes. I mean, obviously, the access and blockage of
6 Goshen Fire is of paramount concern to the township for
7 safety. Again, this Goshen substation services a major
8 portion of the north side of the township. Their ambulances
9 and fire trucks exit, if you orient yourself on the map,
10 they exit the building and use that primary entrance or exit
11 onto Boot Road as their only way to get on and out for a
12 fire call.

13 Q. Now, there's been a representation in this case by
14 Sunoco's counsel that, hey, look, we don't need immediate
15 relief because we'll just simply move the valve station if
16 we have to move the valve station later. Do you agree with
17 that representation that it's no big deal?

18 A. No. It's a major deal, because we'll have to go
19 through construction again. The noise, the vibration, the
20 obstruction, everything will have to occur again instead of
21 just putting it where they were supposed to in the first
22 place.

23 Q. Are these important issues to the township?

24 A. Major issues to the township, absolutely.

25 Q. Now, are you trying to stop Sunoco from putting a

1 pipeline through the township?

2 A. No.

3 Q. What are you trying to do? Why are you here today?

4 A. The township just wants them to abide by the
5 settlement agreement strictly.

6 Q. Put it where they promised?

7 A. Yes, yes.

8 Q. Let me just ask you about this Traditions project.
9 We have a site plan. Did that actually get approval by the
10 township?

11 A. It did, yes, correct.

12 Q. So the township approved a developer to come in and
13 put something here. What was approved to go here?

14 A. It was again an independent living facility, about
15 a \$35 million construction project on the site. It would
16 have provided 114 units, market rate rent.

17 Q. Would that be a service to your constituents?

18 A. Absolutely. The market demographic according to
19 the developers was 75 to 85-year-olds. We don't have a
20 facility like this in the general area as an independent
21 living facility. So it was going to be an amenity for our
22 township residents.

23 Q. Tax revenue associated with it?

24 A. Tax revenue, going from a vacant, unused lot since
25 the '70s to a \$35 million building, we would have had

1 significant real estate tax payments annually, plus the
2 earned income tax from any employees who worked at the
3 facility, plus any residents who had earned income, we would
4 have seen those benefits as well within the township.

5 Q. Were road improvements associated with that
6 development?

7 A. Yes. The developer agreed to about \$200,000 of
8 direct improvements. With this intersection of Boot Road
9 and 202, it's incredibly congested. They were going to do
10 \$200,000 of improvements. Again on your Exhibit 11,
11 Greenhill Road and Boot Road is again congested. They were
12 going to do significant improvements to that intersection,
13 plus provide another \$200,000 of cash to the township for
14 other road improvements east on Boot Road that feed directly
15 into the site.

16 Q. Is any of that project or the benefits associated
17 with that project happening now?

18 A. No. The developer walked away from the project
19 completely.

20 Q. You say he walked away. Was this property
21 condemned?

22 A. The property was condemned to my knowledge by
23 Sunoco, the entire property, yes.

24 Q. So the developer no longer owns this property;
25 correct?

1 A. No.

2 Q. And if Sunoco were to move off of this property,
3 that project could happen?

4 A. It could, yes.

5 Q. I just want to make sure that I have -- we have
6 discussed a number of exhibits. We have Township 1, 2, 3,
7 4, 5. We did 6. We did 7, 8, number 9 -- oh, we didn't do
8 number 9 or 10. Let me just talk real quickly about number
9 9.

10 MR. LEWIS: Your Honor?

11 JUDGE BARNES: Yes.

12 MR. LEWIS: With your permission, Mr. Sokorai
13 is going through the exhibit list. My list is 1 and 2 -- so
14 we have 1 through 8. We then have 11 and 13.

15 JUDGE BARNES: The only three exhibits -- I
16 agree. The only three exhibits that he has not discussed
17 are Township 9, 10 and 12.

18 MR. BROOMAN: I'm sorry. Do you say you don't
19 have them or they weren't discussed?

20 MR. LEWIS: They weren't discussed.

21 MR. BROOMAN: Okay. Thank you.

22 (Pause.)

23 BY MR. SOKORAI:

24 Q. All right. So Township Number 9 is just some
25 photographs. Can you just tell me what these photographs

1 are?

2 A. Yes. I believe I took all of the photographs the
3 day that the Janiec 2 tract was being cleared. We can go
4 through them individually.

5 Q. Just quickly.

6 A. Okay. Just quickly, it was a land clearing company
7 I believe from Wisconsin that was on the site. You can see
8 several pieces of equipment used to they first grub, which
9 means they cut down the small brush, which is what I would
10 consider like a brush hog kind of piece of equipment on a
11 skid steer type small piece of equipment, and you can see
12 the condition of the ground after they grubbed with no E&S
13 controls in place on the entire site.

14 I think the final photo is from my windshield of my car
15 showing the construction rock and construction entrance that
16 they created. I think this was towards the end of the day.
17 They did move pallets of silt sock, which is a silt erosion
18 control product in pallets wrapped in plastic on the site to
19 actually put in the E&S control.

20 Q. And Township Number 10, can you just explain what
21 that is?

22 JUDGE BARNES: I'm sorry. Can we get a date
23 or a rough date on the day that you may have taken these
24 photos?

25 BY MR. SOKORAI:

1 Q. I believe that you said the photographs were July
2 6th?

3 A. July 6th, correct.

4 JUDGE BARNES: Okay. Thank you.

5 BY MR. SOKORAI:

6 Q. That was the date of the prehearing conference
7 here?

8 A. Correct.

9 Q. And then Township 10, just tell us what that is.

10 A. Yes. On July 7th, following the grubbing and
11 clearing, I actually personally -- our township engineer was
12 on vacation that day. I personally worked with our
13 solicitor and issued a notice of violation that Sunoco was
14 in violation of Chapter 69, again that erosion and
15 sedimentation control ordinance for the township for the
16 site.

17 MR. SOKORAI: So we've talked about Exhibits 1
18 through 11 and Exhibit 13, and what I will do is move, Your
19 Honor, to admit all of those into evidence.

20 JUDGE BARNES: Any objection?

21 MR. SOKORAI: We didn't do Exhibit 12 yet.
22 That's somebody else's CV.

23 MR. LEWIS: Okay. So, I understand that Your
24 Honor is moving the admission of Exhibits 1 through 11 and
25 13, but not 12?

1 MR. SOKORAI: Correct.

2 JUDGE BARNES: Correct.

3 MR. LEWIS: No objection.

4 JUDGE BARNES: They are admitted.

5 (Whereupon, the documents were marked as
6 Township Exhibits Nos. 1 through 11 and 13 for
7 identification, and were received in evidence.)

8 JUDGE BARNES: Cross-examination.

9 (Pause.)

10 JUDGE BARNES: Are we ready?

11 MR. LEWIS: Yes, Your Honor.

12 CROSS-EXAMINATION

13 BY MR. LEWIS:

14 Q. Mr. LaLonde, you testified --

15 JUDGE BARNES: I'm sorry, Mr. Lewis. There's
16 a microphone. Would you, please? Thank you.

17 BY MR. LEWIS:

18 Q. You testified that you're the Township Manager for
19 West Goshen Township; is that correct?

20 A. Correct.

21 Q. And am I correct that you've never performed
22 engineering work for a pipeline?

23 A. Correct.

24 Q. And you've never performed construction management
25 for a pipeline?

1 A. Correct.

2 Q. You've never performed a feasibility assessment for
3 a pipeline?

4 A. Correct.

5 Q. You've never planned a horizontal directional
6 drill, have you?

7 A. No.

8 Q. And you have no experience with pipeline design and
9 construction?

10 A. Correct.

11 Q. And, in fact, your degrees are in political science
12 and public administration, not engineering?

13 A. Correct.

14 Q. Now, you testified about traffic on both Route 202
15 and on Boot Road, and I want to make sure I understand or I
16 understood correctly the volume of traffic on those roads.

17 First, could you show us again Route 202?

18 A. (Witness indicating.)

19 Q. And did I understand you to say that the volume was
20 70,000 cars per what?

21 A. Per day.

22 Q. So that's a very heavily trafficked highway; is
23 that correct?

24 A. Yes.

25 Q. And the traffic on Boot Road -- first of all, show

1 us Boot Road.

2 A. (Witness indicating.)

3 Q. And the traffic on that road is how much?

4 A. It varies; 25,000 cars per day both ways.

5 Q. Okay. So for what I'll describe as a secondary
6 road, that is a heavily trafficked road, too; correct?

7 A. Yes.

8 Q. Would it also be correct that the residents whose
9 homes are near Boot Road depend upon access on Boot Road for
10 their emergency services?

11 A. Yes.

12 Q. Now, you testified, Mr. LaLonde, that prior to
13 today, the township received no notice of the engineering
14 constraints that led the company to move the valve.

15 A. Correct.

16 Q. Did you read the pleadings in this case?

17 A. I believe I read some of them, not in entirety,
18 though, yes.

19 Q. Well, let me read you a paragraph from the New
20 Matter that Sunoco filed. It says, "SPLP's project team and
21 engineering group eventually determined that it would not be
22 feasible to site valve 344 on the SPLP use area because of a
23 multitude of engineering constraints. The engineering
24 constraints included, among other things, insufficient room
25 to site the equipment needed to install the valve given the

1 demands of the horizontal directional drilling, the need to
2 open cut Boot Road which would have severely disrupted
3 traffic in the township and created noise and inconvenience
4 and the creation of possible adverse impacts to Route 202
5 which would be avoided by siting the valve elsewhere."

6 Do you recall reading that before today?

7 A. I don't. I don't.

8 Q. Mr. LaLonde, you don't have any knowledge of the
9 determinations that were made by Sunoco's project team and
10 engineering group, do you?

11 A. No.

12 Q. So, if Mr. Gordon testifies today that the project
13 team and engineering group determined that there were
14 engineering constraints, you personally are not in a
15 position to contradict that, are you?

16 A. No.

17 Q. Now, during the negotiations of the settlement
18 agreement, the township was represented by counsel; isn't
19 that correct?

20 A. Correct.

21 Q. And one set of counsel was the High Swartz law
22 firm?

23 A. Correct.

24 Q. The High Swartz firm is a very well regarded and
25 sophisticated law firm?

1 A. Yes.

2 MR. BROOMAN: Thank you.

3 BY MR. LEWIS:

4 Q. And the attorneys who are representing the township
5 included Mr. Brooman; correct?

6 A. Correct.

7 Q. And Mr. Brooman, I believe, looking from his white
8 hair, has practiced for a couple decades or more; is that
9 correct?

10 MR. BROOMAN: Easy there, buddy.

11 THE WITNESS: I would assume so, yes.

12 BY MR. LEWIS:

13 Q. And the township was also represented by Ken Myers;
14 correct?

15 A. Was represented by Ken Myers.

16 Q. And Ken Myers has retired, right, because he had
17 actually practiced at that time multiple decades; isn't that
18 correct?

19 A. That is correct to my knowledge.

20 Q. And for the negotiation of the settlement
21 agreement, the township was also represented by Kristin
22 Camp, the township solicitor; correct?

23 A. Correct.

24 Q. And how many years had she served as township
25 solicitor?

1 A. I don't know her personally, but the firm has been
2 with West Goshen for 30-plus years.

3 Q. And that, too, is a very sophisticated law firm;
4 correct?

5 A. They provide very good service to the township.

6 Q. All right. Just for the record, what's the name of
7 the law firm with which Ms. Camp is associated?

8 A. Buckley Brion is how it's referred to.

9 Q. I'd like to direct your attention to the settlement
10 agreement. Do you have Township Exhibit 4 in front of you?

11 A. I do.

12 Q. First, I just want to clarify one area of your
13 testimony that I believe could be confusing. I believe you
14 testified that it is your understanding that any above-
15 ground public utility facilities would be limited to the
16 Boot Road pump station; is that correct?

17 A. That is correct.

18 Q. And so, that limitation does not apply to below-
19 ground facilities; correct?

20 A. Correct.

21 Q. So it was your understanding at the time of the
22 settlement agreement that the company could engage in
23 construction operations in West Goshen Township to install
24 below-ground utility facilities; correct?

25 A. Yes, that's correct.

1 Q. All right. Now, you testified also that you
2 considered certain provisions of the settlement agreement to
3 be promises. I'd like to first direct you to page 1 of the
4 settlement agreement, and I thought during your testimony
5 you had referred to paragraph I.A with regard to the VCU.

6 A. Correct.

7 Q. Isn't it true that the settlement agreement
8 describes that paragraph as background? Do you see that?

9 A. I see that, yes.

10 Q. Okay. Turn to page 2, please.

11 A. Yes.

12 Q. You testified with regard to paragraph II.A.2,
13 which begins on page 2 and goes to page 3.

14 A. Yes.

15 Q. Isn't it true if you look at page 2, that the
16 settlement agreement itself describes that section of the
17 agreement as pertinent information provided by Sunoco?

18 A. Yes.

19 Q. Please turn to page 6 -- I'm sorry; page 5.

20 A. Okay.

21 Q. Now, do you see in Section IV -- you see Section IV
22 of the agreement on page 5; correct?

23 A. Yes.

24 Q. And do you see that that section is entitled, "The
25 Parties' Promises, Covenants and Agreements"?

1 A. Yes.

2 Q. I want to direct your attention first to Subsection
3 1(a). Subsection 1(a) contains a requirement for the
4 execution and recording of a deed restriction; correct?

5 A. Yes.

6 Q. Take your time. You're free to take your time to
7 read it.

8 A. That's it.

9 Q. Okay. Do you see where that section in the second
10 line from the bottom on page 6 specifies a 60-day deadline?

11 A. I do.

12 Q. And do you also see in the very last sentence that
13 the deed restriction had to be in a form substantially
14 similar to the one that was written and attached to the
15 agreement?

16 A. I see that, yes.

17 Q. Now, please turn the page to page 6. In the same
18 subsection, Subsection (a), do you see again that there is a
19 deadline; that the company agreed to provide a copy of the
20 recorded deed restriction within five business days of the
21 date of recording? Do you see that?

22 A. I do see that, yes.

23 Q. Now, look at Subsection (b). Do you see in
24 Subsection (b) that there is again a deadline first of
25 immediate notice of certain changes requiring remediation

1 that could potentially impact the township and then a
2 requirement for a written report within 30 days? Do you see
3 that?

4 A. I do.

5 Q. So again there's a deadline and there's also a
6 requirement that there be written documentation provided for
7 that; correct?

8 A. Correct.

9 Q. All right. Please look at Subsection (c). Do you
10 see in Subsection (c) that again there is a deadline of 30
11 days?

12 A. Yes.

13 Q. And in the last clause of that, do you see that
14 again the company agreed to provide any written plans if
15 they existed for the landscaping or screening?

16 A. Yes.

17 (Pause.)

18 Q. I'd like you now to turn back to page 3 of the
19 settlement agreement and Section II.A.2. I've created a
20 demonstrative which has the relevant language that I want to
21 focus your attention on in bold font. So in Section II.A.2,
22 there's a sentence that says: If due to engineering
23 constraints, Sunoco is unable to construct the valve station
24 in the SPLP Use Area, Sunoco will notify the township;
25 correct?

1 A. That's what it says, yes.

2 Q. All right. There's no language in that sentence
3 that creates a deadline for the notification; isn't that
4 correct?

5 A. Not that I can see, no.

6 Q. . And there's no language in that sentence that
7 requires that the notice be in writing, is there?

8 A. It does not state that, correct.

9 Q. And there's no language in that sentence which says
10 that the township has a right to review the engineering
11 determination of the company, is there?

12 A. Section II does not state that, correct.

13 Q. And it doesn't state that the township has the
14 consent, has a right of consent, if the company determines
15 that an engineering constraint exists; isn't that correct?

16 A. It does not state that, correct.

17 Q. During your direct testimony, you testified that
18 you had a meeting -- I think you testified you had a meeting
19 with the company in July. Did you not also have a meeting
20 with the company in March after the complaint had been
21 filed?

22 A. I don't believe so.

23 MR. SOKORAI: I'm sorry. What year are you
24 talking about?

25 MR. LEWIS: March of 2017 at the township

1 building.

2 THE WITNESS: Yes, we did have a meeting,
3 correct.

4 BY MR. LEWIS:

5 Q. And would it be fair to say that the purpose of
6 that meeting was to determine whether the parties would be
7 able to resolve the claims that had been filed as of that
8 time?

9 A. I suppose, yes.

10 Q. Well, what do you think was the purpose of the
11 meeting?

12 A. The purpose of the meeting was to understand
13 exactly what was going on with the site.

14 Q. At that meeting, did you ask why the company had
15 decided to move the valve?

16 A. I don't recall asking that question.

17 Q. You don't have a recollection. So if Mr. Gordon
18 testifies that you did and that he provided you with an
19 answer to that, are you going to say Mr. Gordon is not
20 telling the truth?

21 A. No, I'm not; of course not.

22 Q. There have been a lot of press reports about this
23 case, and I want to just make sure we're clear on some of
24 the other issues that are related to the compliance with the
25 agreement by Sunoco. You mentioned some of the promises and

1 I want to just walk through those promises.

2 There's a promise you said that Sunoco would site the
3 VCU, the vapor combustion unit, at a designated location;
4 correct?

5 A. Correct.

6 Q. And the company complied with that promise; isn't
7 that correct?

8 A. Yes.

9 Q. And there was a promise that the company would
10 automate a valve at Mile Post 228; correct?

11 A. Correct, after much delay.

12 Q. Okay. But it was automated; is that not correct?

13 A. Finally, yes, yes.

14 Q. Similarly, the company said it would automate a
15 valve at Mile Post 236.6.

16 A. Yes.

17 Q. And that valve was automated, too; isn't that
18 correct?

19 A. That's correct.

20 Q. And there was a commitment by the company not to
21 build on the additional acreage, and, in fact, the company
22 has not built on the additional acreage; isn't that correct?

23 A. That is correct.

24 JUDGE BARNES: By additional acreage, do you
25 mean the Janiec 1 property?

1 MR. LEWIS: Yes, Your Honor. We'll --

2 JUDGE BARNES: Thank you. That's fine.

3 That's sufficient. Thank you.

4 BY MR. LEWIS:

5 Q. Mr. LaLonde, you submitted an affidavit to support
6 the petition for ex parte relief and an interim emergency
7 order; correct?

8 A. I did.

9 Q. At paragraph 21 of your affidavit, you said, "The
10 Janiec 2 tract is entirely green and/or tree covered. Site
11 clearing, particularly for facilities that are not permitted
12 on that site, would be needlessly detrimental to the
13 township."

14 Do you recall stating that in your affidavit?

15 A. I don't have the affidavit in front of me, but I do
16 recall something to that effect, yes.

17 Q. I'm happy to provide you with it.

18 JUDGE BARNES: Perhaps you can provide him
19 with a copy.

20 MR. LEWIS: Yes. Your Honor, would you like
21 one?

22 JUDGE BARNES: I have the verification. Thank
23 you.

24 (Document handed to witness.)

25 THE WITNESS: Thank you.

1 BY MR. LEWIS:

2 Q. Later in the same paragraph, you said that --

3 A. Could you please direct where you were again, sir?

4 Q. Yes. Please turn to page 8, paragraph 21.

5 A. Okay.

6 Q. And then I'm going on to the same paragraph on page
7 9. You stated that the clearing and grubbing that SPLP has
8 done can be characterized as destroying the Commonwealth's
9 precious and irreplaceable natural resources.

10 A. Yes.

11 Q. And if you look at paragraph 22, you stated, "The
12 township sought in the settlement agreement to prevent the
13 exact permanent harm to its natural resources that is about
14 to occur if the PUC does not step in to maintain the status
15 quo." Do you see that?

16 A. I do.

17 Q. All right. Now, you previously testified that the
18 Township Board of Supervisors approved a final land
19 development plan for the Traditions development; correct?

20 A. Correct.

21 Q. And it's true, is it not, that that development
22 contemplated a 114-unit independent living facility?

23 A. Yes.

24 Q. And it's true that the facility was going to be
25 43,671 square feet; correct?

1 A. That is correct.

2 Q. And isn't it also true that in order to construct
3 that facility, the developer would have needed to clear and
4 grub the property?

5 A. Yes.

6 Q. Now, if you look at the plan, there are -- do you
7 have Township 11 in front of you?

8 A. Yes.

9 Q. Do you see that there are little arrows showing
10 traffic flow around the facility?

11 A. I do.

12 Q. Am I correct that the facility contemplated it
13 looks to me like over 50 parking spots?

14 A. Yes.

15 Q. And do you see the traffic flow that goes at the
16 bottom of the facility, that the arrow goes in both
17 directions?

18 A. Yes.

19 Q. So, isn't it correct that this facility would have
20 been using the driveway that the fire station uses?

21 A. Yes.

22 Q. And in order to get in and out of the facility,
23 whoever was using those 50 spots would have used the fire
24 department's driveway?

25 A. Yes. Under certain conditions, yes.

1 Q. Now, you said you were on the site on July 7th.

2 A. I was there all week, yes, correct. On the 7th
3 especially, yes.

4 Q. Okay. Were you there the following week?

5 A. I've been at the site almost every day either
6 morning or afternoon; most recently this last Friday and
7 this morning.

8 Q. On the days that you have been there since July
9 7th, is it your testimony that there have been vehicles
10 blocking the fire department driveway?

11 A. Not since that day, no, no. There's been very
12 little activity at the site because the grubbing and
13 clearing is done.

14 MR. LEWIS: Thank you. I have no further
15 questions.

16 JUDGE BARNES: All right. I have a couple of
17 questions. The driveway that counsel referred to on
18 Township 11 on the plans.

19 THE WITNESS: Yes.

20 JUDGE BARNES: You said under certain
21 conditions. Could you explain that? And I also have a
22 question as far as when it was going to be expanded from
23 what it currently is.

24 THE WITNESS: Yes. As part of this Traditions
25 land development project, the township was also concerned

1 about access to this site using the fire department
2 driveway. To that end, if you can notice, there are darker
3 black kind of vertical lines at the entrance both at the
4 very bottom of the map.

5 If you see the "only," which is upside down,
6 exiting onto Boot Road, do you see that marked on the map
7 with a right turn arrow coming out onto Boot?

8 MR. SOKORAI: We have a larger copy here.

9 JUDGE BARNES: Maybe we can all look at the
10 same --

11 (Pause.)

12 MR. SOKORAI: The same copy as what you have.

13 THE WITNESS: If I direct Your Honor --

14 JUDGE BARNES: I see the arrows.

15 THE WITNESS: If you see the darker black
16 pretty much vertical line, just adjacent to the left of that
17 "only" mark, that is a gate that would be activated by the
18 fire company that would restrict traffic during an emergency
19 response.

20 So if a fire call came in, gates would come
21 down restricting traffic in or out of the site to Traditions
22 to allow the fire company fire trucks to exit or enter back
23 to the fire company.

24 There's also a gate on the rear of the
25 property on the rear driveway. It's the upper right corner

1 of the building, the proposed Traditions building. You see
2 another dark black mark. That's where another automatic
3 gate which is triggered by the fire company would have been
4 installed.

5 That was another concern back in 2009, '10 and
6 '11 of the township to restrict vehicle activity to allow
7 the fire trucks to exit and enter the property.

8 JUDGE BARNES: I actually see two lines with
9 the word "stop" written at the top.

10 THE WITNESS: Yes.

11 JUDGE BARNES: So that's two gates at the top
12 and one at the bottom?

13 THE WITNESS: Correct, correct.

14 JUDGE BARNES: Okay. It wasn't clear to me
15 when this plan was approved by the township.

16 THE WITNESS: We were ready for final plan
17 approval by the Board of Supervisors per the planning code
18 and our planning process in December of 2015.

19 JUDGE BARNES: '15.

20 THE WITNESS: Yes.

21 JUDGE BARNES: And you mentioned that Sunoco
22 had condemned the property, but do you know approximately
23 what time frame?

24 THE WITNESS: I don't. At that meeting -- I
25 mean this very honestly -- we were taken aback by the

1 president of the Goshen Fire Company interrupting our
2 approval process during the meeting to state that something
3 was going on with the Janiec 2 tract that we needed to
4 investigate before we gave final plan approval. So we
5 suspended the activity, the approval.

6 JUDGE BARNES: When was that meeting?

7 THE WITNESS: December -- it was the second
8 Wednesday of December 2015. I don't know the date right
9 offhand.

10 JUDGE BARNES: 2015.

11 THE WITNESS: Correct, correct.

12 JUDGE BARNES: That's all I have.

13 MR. LEWIS: Your Honor?

14 JUDGE BARNES: Yes.

15 MR. LEWIS: May I just ask a few additional
16 questions to clarify?

17 JUDGE BARNES: You may, yes.

18 (Pause.)

19 JUDGE BARNES: I do have one more question.
20 Can I ask my one final question and then you may add to your
21 cross?

22 MR. LEWIS: Yes, Your Honor.

23 JUDGE BARNES: Your photographs in Township
24 Number 9.

25 THE WITNESS: Yes.

1 JUDGE BARNES: Directing your attention to the
2 last photograph of the gravel driveway is what you call it,
3 could you roughly show me on Township 11 where that might
4 be?

5 THE WITNESS: That is -- I'd have to estimate
6 -- 30 to 40 feet -- if you look at 11.

7 JUDGE BARNES: Yes.

8 THE WITNESS: There's a dark property line
9 just below the "only" wording on the exit.

10 JUDGE BARNES: Are we on Boot Road?

11 THE WITNESS: Yes.

12 JUDGE BARNES: Okay.

13 THE WITNESS: We're coming up from Boot Road.

14 JUDGE BARNES: Okay.

15 THE WITNESS: It's maybe 30 to 40 feet in from
16 that property line that is the dark line that goes across
17 the entrance. Maybe 30 to 40 feet in from there is the
18 curb. You can see the existing -- it's very, very light --
19 hash mark which shows the existing curb of the fire company
20 as it is today.

21 That existing hash mark is very light, but it
22 starts kind of at the "y" in the "only" and goes on a curve
23 to the right. It's directly back -- almost directly back
24 from Boot Road.

25 JUDGE BARNES: Okay. So it is to the west of

1 the current driveway of the fire department?

2 THE WITNESS: It's in the driveway, the
3 existing driveway of the fire company.

4 JUDGE BARNES: Oh, it is in --

5 THE WITNESS: It's in the existing cartway
6 inside the curb line, and you can see the curb as it curves
7 in the picture. It goes to the cones and then from there.

8 JUDGE BARNES: Okay. Thank you. Go ahead,
9 Mr. Lewis.

10 BY MR. LEWIS:

11 Q. Mr. LaLonde, I'd like to show you two exhibits
12 which may help to clarify the timing of the final land
13 development approval for the Traditions development.

14 (Pause.)

15 JUDGE BARNES: Does counsel have a copy?

16 MR. BROOMAN: Yes, Your Honor. Thank you.

17 BY MR. LEWIS:

18 Q. Mr. LaLonde, I placed before you two exhibits. One
19 document is marked Exhibit R-6 and is entitled, "West Goshen
20 Township Board of Supervisors Meeting January 13, 2016."
21 And the second document is marked Exhibit R-7, "West Goshen
22 Township Board of Supervisors Meeting January 27, 2016."

23 (Whereupon, the documents were marked as

24 Respondent Exhibits Nos. 6 and 7 for identification.)

25 BY MR. LEWIS:

1 Q. First, if you would turn your attention to Exhibit
2 R-6, could you please read out loud the last paragraph on
3 the first page?

4 A. "A discussion of the Final Land Development for a
5 43,671 square foot, 114 unit independent living facility for
6 Traditions Development of Boot Road between State Route 202
7 and Greenhill Road ensued. The project was scheduled for
8 approval at this meeting. Mr. Bob Hall, President of Goshen
9 Fire Company, stated that he understood Sunoco Logistics had
10 approached Traditions about possibly using their property in
11 the construction phase of the Mariner II pipeline project.
12 Mr. Hall requested that the Board of Supervisors delay their
13 vote until the Township could investigate the impacts of the
14 Mariner II project on emergency access for the Goshen Fire
15 Company substation located adjacent to the Traditions
16 property. Mr. John Jaros, representing Traditions, stated
17 that he was still requesting Final approval this evening, as
18 the project has met all Township conditions for approval."

19 Q. And is this the conversation or discussion at a
20 township meeting to which you were referring earlier?

21 A. Yes, and I apologize. I thought it was December,
22 but it was less than a month later in January of 2016, not
23 December of '15.

24 Q. And then at the January 27th meeting, could you
25 read I guess it's the second or third paragraph from the

1 bottom that discusses the Board vote on the approval?

2 A. Yes. "On a motion by Mr. Meakim, seconded by Mr.
3 Purnell, the Board voted unanimously to approve the Final
4 Land Development for a 43,671 square foot, 114 unit
5 independent living facility for Traditions Development
6 Corporation on Boot Road between State Route 202 and
7 Greenhill Road continued from the January 13, 2016, Board of
8 Supervisors meeting. Mr. Halvorsen thanked the Traditions
9 representatives for their patience stemming from the tabling
10 of the approval from the January 13, 2016, meeting. Mr. Bob
11 Hall, President of Goshen Fire Company, thanked the Board of
12 Supervisors for delaying the vote to tonight in order to
13 conduct their due diligence regarding the interaction of the
14 Sunoco Mariner II project regarding the fire company
15 property and the Traditions property."

16 Q. Mr. LaLonde, I should have asked you. I can
17 represent to you that these were minutes that were
18 downloaded from the township's website. Can you identify
19 them as the minutes of the Board of Supervisors of the
20 township subject to check, of course, by your counsel?

21 A. Yes.

22 Q. One last question about the condemnation. Have you
23 seen the declaration of taking that the company filed for
24 the Traditions property?

25 A. I have not.

1 Q. But you're in the belief that the company condemned
2 the entire property?

3 A. I have no direct information about that topic at
4 all, but that is my belief, yes.

5 Q. But you have no information about it?

6 A. No, I do not.

7 MR. LEWIS: Thank you.

8 JUDGE BARNES: Is there any redirect?

9 MR. SOKORAI: Just very minor, Your Honor.

10 REDIRECT EXAMINATION

11 BY MR. SOKORAI:

12 Q. There was a comment about a series of promises in
13 Section II that Sunoco did comply with. Do you remember Mr.
14 Lewis asking you about those promises in Section II?

15 A. Yes.

16 Q. And one of those promises was that the company
17 would automate a valve at Section 228 or at Mile Marker 228.

18 A. Yes, correct.

19 Q. And there was a discussion that that was, in fact,
20 done; correct?

21 A. Correct.

22 Q. But did the township have to sue first to get that
23 done?

24 A. We did. I believe the installation was a year
25 overdue from the agreed-upon timetable to get that valve

1 automated.

2 Q. I'm sorry. Or was that Mile Marker 236.6?

3 A. I refer to it as the Thornbury Delaware County
4 valve. I don't know the mile marker offhand. I'm sorry.

5 Q. So they did it, but after a suit was brought?

6 A. Correct, correct.

7 Q. After that was done, the complaint was amended, I
8 believe, and that's no longer an issue before the court?

9 A. That is correct. That is correct.

10 Q. There were some questions about the Traditions
11 traffic. There would be traffic with the Traditions
12 proposal. We also talked about traffic being an issue with
13 respect to access to the fire department for the current
14 construction of the Mariner East that's going on now.

15 Can you compare the two and explain to the court why
16 you're concerned about the Mariner construction right now as
17 opposed to what would have been done with the Traditions
18 traffic?

19 A. Yes. An extensive traffic --

20 Q. Please use Exhibit 11 as well.

21 A. I'm sorry. During the multi, multi-year planning
22 for the Traditions project, the applicant's traffic engineer
23 presented traffic studies. The township had extensive
24 interactions with the traffic engineer and the developer's
25 engineer on the traffic impact both from residents and

1 employees coming and going from the Traditions site.

2 My recollection is given the age demographic that the
3 Traditions developer was looking at, 75 to 85-year-olds,
4 traffic impact was very, very minimal for this site; and
5 again, as I stated earlier, the gates that were to be
6 installed as part of the project were instrumental in the
7 Board's approval of the project given that priority, extreme
8 priority during an emergency event is given to Goshen Fire
9 Company with the gates and the vehicle controls that were to
10 be installed as part of the project.

11 Q. Has Sunoco coordinated at all with the township
12 about their access?

13 A. No.

14 Q. Now, tell me what is the biggest, to you as the
15 township after hearing and discussing everything on direct
16 and on cross, what's the biggest issue with allowing them to
17 proceed on-site now with this drilling and installation of
18 this valve now?

19 A. Well, considering the township has an action before
20 the Commission requesting that the valve not be allowed to
21 be put in at this location given our settlement agreement,
22 if we are granted relief in the near future with the
23 Commission and Sunoco is forced to, I guess, relocate or
24 place the valve at the originally agreed-to position on the
25 Janiec 1 site, they will have installed by that time this

1 valve. They will have to remove this valve and relocate it
2 back to Janiec 1 causing yet another construction sequence,
3 more traffic, more dust, more everything impacting our
4 township residents.

5 So they're doing work twice that if they just abide by
6 the settlement agreement.

7 MR. SOKORAI: I don't have any further
8 questions. Thank you.

9 JUDGE BARNES: Thank you very much. You may
10 step down.

11 THE WITNESS: Thank you.

12 (Witness excused.)

13 JUDGE BARNES: Mr. Lewis, did you wish to move
14 for admission of Exhibits R-6 and R-7?

15 MR. LEWIS: I was going to do it at the end,
16 but I'm happy to do it now. I move for the admission of
17 Exhibits R-6 and R-7.

18 JUDGE BARNES: Is there any objection?

19 MR. SOKORAI: No objection, Your Honor.

20 JUDGE BARNES: All right. They are admitted.

21 (Whereupon, the documents marked as Respondent Exhibits
22 Nos. 6 and 7 were received in evidence.)

23 MR. SOKORAI: Your Honor, you did ask about
24 the timing of the condemnation. I think it's a public
25 record.

1 MR. BROOMAN: May 12th, 2016.

2 MR. SOKORAI: Yes.

3 JUDGE BARNES: May 12th, 2016?

4 MR. BROOMAN: Yes. We actually marked it as

5 Exhibit 20. I don't think we need it sponsored by a

6 witness.

7 JUDGE BARNES: If you can stipulate that

8 that's a fact, I'm satisfied.

9 Do we need a short recess or anything?

10 MR. SOKORAI: We probably need a recess

11 because Mr. Kuprewicz is on the phone next.

12 JUDGE BARNES: All right. Let's take a five-

13 minute recess. We're off the record.

14 (Recess.)

15 JUDGE BARNES: We are back on the record.

16 Mr. Kuprewicz, this is Judge Barnes. Good

17 afternoon, sir.

18 MR. KUPREWICZ: How are you doing, Your Honor?

19 JUDGE BARNES: I'm fine. Are you prepared to

20 testify today?

21 MR. KUPREWICZ: Yes, I am.

22 JUDGE BARNES: All right. I am going to swear

23 you in.

24 Whereupon,

25 RICHARD B. KUPREWICZ

1 having been duly sworn, testified as follows:

2
3 JUDGE BARNES: You may proceed.

4 MR. SOKORAI: Thank you, Your Honor.

5 DIRECT EXAMINATION

6 BY MR. SOKORAI:

7 Q. Mr. Kuprewicz, could you please tell us what your
8 profession and professional experience are?

9 A. Well, I have extensive background, over 40 years,
10 in the energy industry. The last three or four decades have
11 been with pipeline evaluation, mainly, and also refining.

12 Q. Do you have experience in reviewing horizontal
13 directional drilling plans or HDD plans, we'll call it, for
14 reasonableness and safety?

15 A. Yes.

16 Q. Okay. And have you testified as an expert in such
17 matters in the past?

18 A. Yes.

19 Q. Exhibit 12, we have previously marked, is a CV or a
20 resume, seven pages, starting with your employment at
21 Accufacts on top at 1999 and the very last entry, No. 57,
22 looks like a review of an impact statement. Does that
23 summarize -- first of all, do you have a copy of that resume
24 or C.V. in front of you?

25 A. I had, wait -- yes, I do.

1 Q. All right. That's what we have marked as Exhibit
2 12. Is that your resume?

3 A. Yes.

4 Q. Does that accurately set forth your professional
5 experience and education?

6 A. Yes, it does. It doesn't include investigations or
7 reports I've done for criminal investigations that are not
8 in the public domain, for obvious reasons.

9 MR. SOKORAI: Your Honor, I don't anticipate
10 we're going to have expert testimony as opposed to fact
11 testimony, but it may tip over, so just to -- I'd rather
12 just qualify and offer him as an expert now and offer any
13 voir dire if there is any.

14 MR. LEWIS: Your Honor, we would stipulate
15 that Mr. Kuprewicz is an expert in pipeline safety. We
16 would not agree that there is a recognized discipline known
17 as reasonableness, so we're happy to stipulate that he is an
18 expert in pipeline safety.

19 JUDGE BARNES: Is that sufficient?

20 MR. SOKORAI: It is, Your Honor, and I'll just
21 clarify "reasonableness."

22 BY MR. SOKORAI:

23 Q. In your capacity as a pipeline safety expert, do
24 you engage in reviews of the reasonableness of HDD plans?

25 A. I have on occasion.

1 JUDGE BARNES: All right. The Court will
2 accept him as an expert witness regarding pipeline safety.
3 You may question him as you see fit.

4 MR. SOKORAI: Thank you, Your Honor.

5 BY MR. SOKORAI:

6 Q. Could you just tell us when you were retained by
7 West Goshen Township and for what purpose?

8 A. Approximately mid-2014, and mainly it was focused
9 on what we'll call the Mariner East 1 project, the eight
10 inch existing pipeline repurposing where they were going to
11 reverse it and put it into HVL service.

12 I basically was asked to look at all aspects of safety
13 regarding the proposed operation of that pipeline as it
14 could affect the West Goshen Township.

15 Q. Okay. What types of things would you look at and
16 why, or did you look at and why?

17 A. Well, for a liquid pipeline, you start with an
18 elevation profile, because that's kind of what I'll call the
19 soul or the basic foundation which everything else will
20 build off of.

21 So the elevation profile, and then from there, without
22 getting into too much technical detail, where would you have
23 pump stations, how would they basically be designed, where
24 would you suggest to put valves, and then check into other
25 issues related to, what did you do to re-verify the

1 integrity of the pipeline in a situation of ME1, because
2 that was an existing pipeline being refurbished.

3 Q. And did you in fact look at all those documents?

4 A. Yes, I did.

5 Q. And did you make recommendations to the township
6 regarding Mariner East 1 eight inch line?

7 A. Yes, I did.

8 Q. And what types of recommendations did you make?

9 A. Well, there was a lot of discussion, they were
10 getting a lot of feedback from the public about trying to
11 avoid the pump station having a flare, and without getting
12 into the details against confidentiality, my position would
13 be that Sunoco understood the importance of the flare at
14 that pump station, and it was important that that be
15 installed there. So that was one of the issues that was
16 fairly technically detailed. And then we had to --

17 Q. I'm sorry. Is the flare the same thing as that VCU
18 that other witnesses talked about earlier?

19 A. I didn't hear the other witnesses, but I'll call it
20 a flare. I don't know what "VCU" means.

21 Q. So you made some recommendations regarding having
22 that flare there. Anything else?

23 A. Well, went into the detail review of what I'll call
24 the piping instrument diagram for the Boot Road pump
25 station. These are all confidential documents that were

1 provided by Sunoco and I looked at those extensively and
2 concluded that Sunoco had prudently designed that system to
3 handle its service.

4 Q. Now, you mentioned this confidentiality. When you
5 received documents and drawings and specifications from
6 Sunoco, were you able to share them with West Goshen
7 Township and West Goshen Township's counsel?

8 A. No.

9 Q. So you and you alone were permitted to review these
10 documents?

11 A. That's correct.

12 Q. Okay. Did Sunoco agree to automate any valves in
13 connection with your recommendations?

14 A. Yes.. We had discussions about some valve placement
15 and valve, beyond the placement, the requirement to automate
16 the valves such that they could be remotely closed and
17 opened from the control center.

18 Q. And in fact, I think both of those valves were
19 ultimately done?

20 A. Yes, on the eight inch.

21 Q. Okay. And was there any correlation with any
22 lawsuits that West Goshen Township brought?

23 A. Well, the original understanding in talking with
24 the Sunoco project manager, Mike Slough, is they were going
25 to automate these valves. They were existing valves that

1 could be easily automated, and they were in a reasonable
2 place to have the automated.

3 Apparently, there was some problem getting -- I think
4 one of the valves was quickly automated, but the one
5 downstream, and I don't remember the exact mile code,
6 immediately downstream of -- when I say "immediately,"
7 further downstream of the Boot Road pump station, took a
8 while. The line had been operating for quite a while before
9 that became automated.

10 Q. And then it was ultimately installed after a suit
11 was filed?

12 A. I believe so, yes.

13 Q. When did your assignment expand to include the
14 Mariner East 2, or the new 20 inch line?

15 A. Somewhere around March of 2016.

16 Q. Now, were you provided more documents by Sunoco in
17 connection with that review?

18 A. Yes, under the constraints of a confidentiality
19 agreement, they provided that information on my birthday,
20 which was April 8, 2016.

21 Q. And similarly, you were not allowed to share that
22 with West Goshen Township or their counsel, correct?

23 A. That's correct, yes.

24 Q. Now, were you involved at all with the settlement
25 negotiations that led to the settlement agreement between

1 West Goshen Township and Sunoco?

2 A. Not involved in terms of negotiations and things
3 like that. From time to time, if they had like a flare or
4 what you call the VCU would come up, I would explain to the
5 attorneys why technically this may be needed or why it
6 wouldn't be needed.

7 Q. But did you receive copies, draft copies of the
8 settlement agreement?

9 A. No.

10 Q. Are you aware that the settlement agreement calls
11 for a valve at a very specific location called the SPLP use
12 area?

13 A. I'm aware of that now, yes.

14 Q. Because of this lawsuit?

15 A. Yes.

16 Q. Okay. But you were not involved in any of the
17 negotiations to put any particular facilities at any
18 particular spots, correct?

19 A. That is correct, yes.

20 Q. And was the location of the valve station important
21 to your analysis, or was that more of a township issue?

22 A. That was a township issue.

23 Q. Are property boundaries and township boundaries
24 relevant to your analysis?

25 A. No. Mine is a safety analysis.

1 Q. Did you ever discuss with -- well, let me ask you
2 this. Did you have contact with Sunoco regarding what was
3 depicted in these documents?

4 A. In the documents that showed up in April of 2016
5 for Mariner 2?

6 Q. Yes.

7 A. Could you repeat the question, please?

8 Q. Did you have any discussions with Sunoco about
9 those documents?

10 A. Yes, I did.

11 Q. And who did you speak with?

12 A. Mike Slough.

13 Q. And did you talk to Mike Slough about --

14 JUDGE BARNES: I'm sorry, counsel.--

15 MR. BROOMAN: You wanted all the spellings.

16 THE WITNESS: Mike Slough?

17 MR. SOKORAI: Slough, S-L-O-U-G-H.

18 JUDGE BARNES: Thank you.

19 BY MR. SOKORAI:

20 Q. Is that correct?

21 A. Yes.

22 Q. Okay. Did Mike Slough ever talk to you about
23 notification to the township under a settlement agreement?

24 A. No.

25 Q. Did you ever discuss with Mr. Slough Sunoco's

1 obligation to put the valve station in the SPLP use area?

2 A. No.

3 Q. Did it ever even come up in conversation?

4 A. No, it did not.

5 Q. What was your role in evaluation, if at all, in
6 evaluation of Sunoco's HDD plan?

7 A. I became aware of it because the documents were
8 supplied to me in April of 2016, and then I had a
9 conversation with Mike about, you're HDD-ing basically
10 underneath the township.

11 And he explained to me, the reason they were HDD-ing
12 there was, the Pennsylvania DOT requirement to HDD under
13 State Route 202, and so in doing that, that would require
14 that the HDD go well below the pump station, and it turned
15 out it would come up on the east side of State Route 202,
16 and that they would then do a second HDD some distance
17 about, I'll say 200 feet where the original HDD came out by
18 conventional open cut methods which would be an ideal place
19 to put a valve. And I agreed with him, yes, that would be
20 an ideal place to put a valve.

21 Q. And why would that be an ideal place to put a
22 valve?

23 A. It's close to the surface. You're already at the
24 surface, and so valves usually have to surface above the
25 ground.

1 Q. Were any reasons given to you why Sunoco couldn't
2 bring the horizontal directionally drilled pipes closer to
3 the surface in the agreed-upon area, to put the valve
4 station there?

5 A. No, that --

6 MR. LEWIS: Objection, lack of foundation --

7 THE WITNESS: -- conversation never occurred.

8 JUDGE BARNES: Hold on, there's an objection.

9 Go ahead, Mr. Lewis.

10 MR. LEWIS: Lack of foundation.

11 MR. SOKORAI: Merely asking if that was
12 discussed. It's either yes or no.

13 JUDGE BARNES: I don't understand your
14 objection, actually.

15 MR. LEWIS: He seemed to be asking a question
16 -- if the question is what was discussed, I have no
17 objection to the question, but that was not the way the
18 question was phrased.

19 MR. SOKORAI: I'll rephrase.

20 JUDGE BARNES: Please rephrase the question.

21 Thank you.

22 BY MR. SOKORAI:

23 Q. You indicated that Mr. Slough discussed a valve-
24 station being placed east of 202 in your discussions,
25 correct?

1 A. Yes.

2 Q. And you did not discuss that with the township,
3 correct?

4 A. That is -- to the best of my recollection, that is
5 correct at the time, yes.

6 Q. And since this lawsuit, you've discussed that,
7 right?

8 A. Yes.

9 Q. Okay. Now, what I'm asking you is, was the west
10 side, the SPLP use area, the agreed-upon location, was that
11 discussed as an alternative?

12 A. No.

13 Q. Was any reason ever given to you by Mr. Slough or
14 anyone at Sunoco why they couldn't do it at the SPLP use
15 area?

16 A. No.

17 Q. Were you evaluating this in any way as to whether
18 this complied with any obligation to put it in the SPLP use
19 area?

20 A. No.

21 Q. Why not?

22 A. I didn't see it as my jurisdiction. I was looking
23 for safety issues.

24 Q. Okay. Did you even notice that it was an issue?

25 A. No.

1 Q. Now, right now, Sunoco has equipment to do
2 horizontal directional drilling right on this Janiec 2 site.
3 That's the site on the east side of 202. Is there any
4 significance to the drilling occurring at that location
5 relative to where the valve station would go?

6 A. Well, the HDD, where it comes out drives the
7 potential for where a valve might want to be placed.

8 Q. Meaning that if the horizontal directional drilling
9 was occurring in the SPLP use area, that is where the valve
10 station would go?

11 A. Yes. That would be an opportunity for it to be
12 there.

13 JUDGE BARNES: I'm sorry. He keeps referring
14 to HDD.

15 MR. SOKORAI: I'm sorry. That's an acronym
16 for horizontal directional drilling.

17 JUDGE BARNES: Okay.

18 BY MR. SOKORAI:

19 Q. Let me just, because we may have had confusion on
20 the acronyms there, so we have horizontal directional
21 drilling on the east side, but that generally means that's
22 where the valve station would go, correct?

23 A. I'm sorry, I didn't hear your question.

24 Q. The horizontal directional drilling now occurring
25 on the east side of 202, that means that's where the valve

1 station would go, correct?

2 A. That would be a logical place for it, yes.

3 Q. But if the horizontal directional drilling were
4 occurring on the agreed-upon area, the SPLP use area, that
5 would be the logical place for the valve station, right?

6 A. That's correct.

7 Q. And that all has to do with the relative location
8 of the pipes to ground level or grade?

9 A. That's correct, yes.

10 Q. So if they put the pipe in the ground as they're
11 doing now over on the east side, can they simply just move
12 the valve station over to the SPLP use area later?

13 A. No, because the HDD takes the main pipe, in this
14 case the 20 inch, very deep, and then it arcs up to the
15 surface. So the opportunity for a valve is where it comes
16 close to the surface, so as presently proposed back in April
17 of 2016, you know, it was going to go underneath the Boot
18 Road pump station somewhere like 75 feet deep, which there's
19 no way you can get a valve there.

20 Q. Was any reason given to you why they couldn't do it
21 the horizontal directional drilling at the SPLP use area?

22 A. No, never came up.

23 Q. Would re-drilling, if they have to simply -- if
24 they finish this valve station here and now do new drilling
25 over on the SPLP use area, is that re-drilling and re-

1 running of the line, is that risk- and cost-free?

2 A. No. You're basically duplicating all the expenses
3 and issues and permits that may be associated with having to
4 come up with a new HDD bore.

5 Q. Are there any risks to the public?

6 A. Well, yes. I'm reading way too much about HDD
7 breakouts or frackouts, you know. We shouldn't be having to
8 say "frackouts" going up from --

9 Q. Okay. How about in Chester County or Delaware
10 County, have you seen any of these frackouts?

11 A. Yes. I've seen a newspaper article. I've not seen
12 the sites themselves.

13 Q. What are frackouts?

14 A. It's when you're doing an HDD, you're boring and
15 you have a drilling mixture of bentonite and water.
16 Bentonite by its nature is supposed to be an inert clay, so
17 it shouldn't be an environmental issue, but it can be a
18 particulate issue.

19 A breakout or a frackout is, you're doing a bore under
20 -- and this is oversimplification, so I apologize -- you're
21 doing the HDD bore, you're in a cylinder of bentonite and
22 water mixture, and you monitor the pressures to monitor the
23 integrity of the bore.

24 And in some cases, you could actually, in the pressures
25 involved, can crack out or break out and get out of the

1 cylinder for boring, and it can migrate that into water, or
2 in some cases I see they're getting into drinking water
3 wells.

4 MR. SOKORAI: I don't have any further
5 questions. Thank you.

6 JUDGE BARNES: Bentonite is spelled
7 B-E-N-T-O-N-I-T-E; is that correct?

8 THE WITNESS: You're asking an engineer to
9 spell?

10 (Laughter.)

11 JUDGE BARNES: Yes, I am.

12 BY MR. SOKORAI:

13 Q. Is that your best guess?

14 A. That's close enough.

15 JUDGE BARNES: Subject to check, okay, just
16 for the court reporter. Thank you.

17 MR. SOKORAI: Opposing counsel and the Court
18 may have some questions here.

19 MR. LEWIS: Is this the microphone?

20 JUDGE BARNES: You have one on your table, Mr.
21 Lewis, Please speak into it. Thank you. This is cross-
22 examination.

23 CROSS-EXAMINATION

24 BY MR. LEWIS:

25 Q. Mr. Kuprewicz, this is Christopher Lewis. Can you

1 hear me?

2 A. Yes, I can.

3 Q. Mr. Kuprewicz, thank you for your testimony today.

4 I just want to make sure that certain facts are clear.

5 First, it is correct that when you prepared your report on
6 Mariner East 2, the valve that we're discussing today in
7 court as shown to you was sited on the east side of Route
8 202 in what we've been calling today the Janiec 2 tract; is
9 that correct?

10 A. Yes, it is.

11 Q. I have a copy of a report from you to Mr. Casey
12 LaLonde dated January 6, 2017 on Accufacts, Inc. letterhead,
13 and it appears to be signed by you in blue ink. I recognize
14 that you may not have -- do you have a copy of the report in
15 front of you? Do you have your report?

16 A. Give me a second. I might be able to call it up.
17 That's a 2017 Mariner East 2 report?

18 Q. Correct.

19 A. Excuse me a second.

20 (Pause.)

21 A. I have it in front of me, January 6, 2017.

22 Q. Okay. On page 2 of 9, the first full paragraph,
23 the report states, "Accufacts finds that Sunoco has
24 incorporated additional processes in excess of minimum
25 federal pipeline safety regulations that should assure the

1 safety of this proposal across the township." That was your
2 conclusion in January 2017, correct?

3 A. Yes, it is.

4 Q. And on the very last page, on page 9 of 9 in the
5 very last paragraph, the report states, "It is also
6 Accufacts' opinion that Sunoco on the 20 inch Mariner East 2
7 expansion pipeline segment that could affect the township is
8 exceeded federal pipeline safety regulations in utilizing
9 additional integrity management approaches, prudent pump
10 station design, main line valve placement and actuation,
11 pipeline monitoring as well as control room procedures,
12 automatic relief detection safety system and emergency
13 notification protocols that reflect the level of respect
14 that transporting HVL should require in a prudent pipeline
15 operation." Is that a true and accurate statement of your
16 conclusion in January of 2017?

17 A. Yes, it is.

18 Q. Now, in response to questioning from the township,
19 you stated that the company never gave you a reason why the
20 valve was placed on the Janiec 2 track rather than on the
21 west side of Route 202, correct?

22 A. I don't think that's quite accurate, but go ahead.
23 I may have misunderstood you.

24 Q. Okay. Well, you never asked the company why it was
25 placing the valve on the east side, did you?

1 A. We had conversations as to why it should go there
2 with Mike Slough, and our discussion, it was a very logical
3 outcome. The way they were doing the HDD, it was going to
4 come out on the east side of State Route 202, and then they
5 were going to do a consecutive, further own downstream,
6 another HDD, and so it was a logical place for that valve.

7 Q. I'm just trying to establish, you had regular
8 communication with Mike Slough, correct?

9 A. Yes, I did.

10 Q. And you made frequent requests for information and
11 documents from Mike Slough?

12 A. Yes, I did.

13 Q. And he was fully cooperative with you, wasn't he?

14 A. Yes, he was.

15 Q. So when you made an earlier statement that no
16 reason was given, that's not because the company refused to
17 give you information; is that correct? The company was
18 always forthcoming with you?

19 A. Well, again, I don't quite understand the question.
20 Maybe the way you stated the question, I answered
21 inappropriately earlier or wrong, but we discussed, there
22 was a logical place to put that valve on the east side of
23 202 based on the HDD going in as presented.

24 Q. Okay. Did you discuss with Mike Slough whether
25 siting the valve on the SPLP use area on the west side of

1 Route 202 would have been a prudent location?

2 A. No, I don't recall that, so I don't think we did.

3 MR. LEWIS: I have no further questions.

4 JUDGE BARNES: Any redirect?

5 REDIRECT EXAMINATION

6 BY MR. SOKORAI:

7 Q. The report that was just referenced by Mr. Lewis,
8 R-2, that report does not mention any contractual
9 obligations of Sunoco to put the valve station at the SPLP
10 use area, correct?

11 A. That's correct.

12 MR. SOKORAI: No further questions, Your
13 Honor.

14 JUDGE BARNES: Thank you very much, sir, for
15 your testimony today. We will be disconnecting you, and
16 have a nice day.

17 THE WITNESS: Thank you.

18 (Witness excused.)

19 JUDGE BARNES: Mr. Sokorai, do you wish to
20 move for admission Exhibit 12?

21 MR. SOKORAI: Yes, Your Honor.

22 JUDGE BARNES: Any objection?

23 MR. LEWIS: No objection, Your Honor.

24 JUDGE BARNES: Exhibit 12, Township Exhibit 12
25 is admitted.

1 (Whereupon, the document was marked as Township
2 Exhibit No. 12 for identification, and was received
3 in evidence.)

4 JUDGE BARNES: Mr. Lewis, do you wish to admit
5 Exhibit R-2?

6 MR. LEWIS: Yes, Your Honor.

7 JUDGE BARNES: Any objection?

8 MR. BROOMAN: No objection, Your Honor.

9 JUDGE BARNES: Hearing none, Exhibit R-2 is
10 also admitted.

11 (Whereupon, the document was marked as Respondent's
12 Exhibit No. 2 for identification, and was received
13 in evidence.)

14 JUDGE BARNES: You may call your next witness.

15 MR. LEWIS: Your Honor, call township
16 solicitor Kristin Camp.

17 JUDGE BARNES: Ms. Camp, please stand and
18 raise your right hand.

19 Whereupon,

20 KRISTIN S. CAMP

21 having been duly sworn, testified as follows:

22 JUDGE BARNES: Please be seated. Please state
23 your name and spell it for the record.

24 THE WITNESS: Kristin Camp. Is this on?

25 JUDGE BARNES: It should have a green light

1 on.

2 THE WITNESS: There we go. Kristin S. Camp,
3 first name K-R-I-S-T-I-N, last name C-A-M-P.

4 JUDGE BARNES: You may proceed, Mr. Sokorai.

5 MR. SOKORAI: Thank you, Your Honor.

6 DIRECT EXAMINATION

7 BY MR. SOKORAI:

8 Q. What is your role at West Goshen Township, Ms.
9 Camp?

10 A. I'm a partner of Buckley, Brion, McGuire & Morris,
11 and our firm is the appointed solicitor for the township.

12 Q. What are your general responsibilities as the
13 solicitor?

14 A. We serve as general counsel for the township. We
15 handle any legal matters involving anything relating to the
16 township.

17 Q. Can you please describe the history of West Goshen
18 Township's dealings with Sunoco regarding the Mariner
19 pipeline from a legal perspective?

20 A. Sure. The case started actually as a zoning
21 hearing. Sunoco had filed a special exception application
22 at the Zoning Hearing Board seeking to expand the --
23 actually build I think a new pump station and a new what we
24 call the VCU, vapor combustion unit or what Mr. Kuprewicz
25 referred to as the flare tower.

1 They sought approval through the Zoning Hearing Board
2 for those facilities related to Mariner East 1. The first
3 hearing went forward, and at the second hearing, in between
4 the first hearing and the second hearing, the Board of
5 Supervisors voted to take a position adverse to the
6 application, as well as probably 300 other residents who
7 came to the meeting.

8 As a result of the large outcry against the application,
9 Sunoco withdrew its application before the Zoning Hearing
10 Board, and they then filed a petition with the Pennsylvania
11 Public Utility Commission seeking approval under their
12 alleged public utility status.

13 The township then retained special counsel at High
14 Swartz, Ken Myers and David Brooman, to represent the
15 township's interests before the PUC.

16 And through that process, there was the Concerned
17 Citizens who also filed their own objections to the PUC from
18 Sunoco's petition and then thereafter their amended
19 petition.

20 The township spent a lot of time with their legal
21 counsel deciding what was their best avenue to be able to
22 protect the residents, as Mr. LaLonde testified, the primary
23 concern being the health, safety and welfare of the
24 residents, specifically those that live in and around the
25 existing Boot Road pump station.

1 After much consultation with the PUC counsel as well as
2 the expert, Richard Kuprewicz, the township decided it made
3 sense to discuss potential settlement. They were no longer
4 going to protest or try to defeat the public utility status
5 that Sunoco claimed, and instead they decided to try to
6 negotiate a settlement agreement where the board's largest
7 concerns could be addressed.

8 And that was primarily, as Mr. LaLonde testified,
9 protecting the health, safety and welfare of the residents,
10 containing -- one of the biggest concerns of some of the
11 residents that opposed the application before the Zoning
12 Hearing Board was, what was this going to look like.

13 The existing pump station had been there since the
14 1930's, you know, rather industrial looking in a residential
15 area, but people are used to it. It's been there.

16 So one of the goals of the supervisors was that any
17 expansion or any additional facilities that Sunoco would
18 need to build related to Mariner 1 would be contained within
19 that same parcel or, as Sunoco had advised the township,
20 that they had acquired or -- at that time, I think they had
21 acquired the what was referred to as Janiec 1 tract, the
22 4.42 acres adjacent to the Boot Road pump station.

23 The board wanted to make sure that if anything had to be
24 constructed related to Mariner 1 or Mariner 2 I guess at
25 that point, it really would be contained within those two

1 parcels to the west of Route 202.

2 The other concerns were really just safety issues, a lot
3 of people, you know, now learning for the first time what
4 Mariner 1 and Mariner 2, what types of liquids or gas would
5 be transported through the pipes.

6 Everybody was very concerned that these materials were
7 more volatile or highly volatile, and given the proximity of
8 these pipelines to residential properties, to schools, to
9 churches, the residents were really urging the Board of
10 Supervisors to do all they could to make sure that what was
11 being done was done in the most safe, prudent manner that it
12 could, and that's what the township really then researched,
13 who was the best in terms of the experts in terms of
14 pipeline safety. That's how actually one of the other
15 supervisors learned about Mr. Kuprewicz, retained him, and
16 part of the settlement agreement that was critical was
17 making sure that Mr. Kuprewicz be provided with information
18 to be able to come back to the board and assess whether what
19 they were doing, you know, met the PHMSA guidelines. I
20 don't know, that's an acronym for -- you'll have to help me,
21 Mr. Brooman, with the lettering. It's the federal agency
22 that promulgates guidelines in terms of pipeline safety.
23 Mr. Kuprewicz advised the board whether or not, in his
24 expert opinion, Sunoco was doing what they could to meet
25 those guidelines and/or to exceed those guidelines.

1 Q. With respect to the many residents or number of
2 residents who had this concern about this, keeping it all
3 contained in this --

4 A. Yeah, the residents of Mary Jane Lane and even the
5 subdivision called Hamlet Hill, it is across Boot Road, I
6 guess up on the south side of Boot Road, pretty dense
7 residential development.

8 From I'd say April of 2014, every month when the board
9 met, through when the settlement agreement was done in May
10 of 2015, pretty much every Board of Supervisors' meeting was
11 standing room only, these residents coming to really
12 understand what the board was going to do to try to protect
13 their interests with respect to what was happening with
14 Sunoco.

15 Q. Now, there's a document that we had that's called
16 Township Exhibit 2, which is an overhead picture of the
17 Janiec 1 tract. Here's a blowup right here.

18 A. I have it.

19 Q. Were you involved in the negotiations for the
20 settlement agreement?

21 A. I was. Mr. Myers and Mr. Brooman were primary
22 counsel, but I was reviewing things and providing input or
23 guidance.

24 Q. And the guidance that you would provide, in your
25 understanding of the settlement agreement, tell me what it

1 was, all the way through the process with respect to that
2 little area called the SPLP use area.

3 A. So that's referred to in the settlement agreement,
4 and that's what we also refer to as Janiec 1 property, the
5 4.4 acres that Sunoco had acquired from the Janiecs, I think
6 with the original intention to put another pump station and
7 the VCU.

8 And then through the settlement agreement, it was
9 determined that they could actually retrofit the existing
10 pump station and put the VCU on the existing Boot Road
11 facility, but that they would need to -- they wanted to
12 build in some flexibility that if there were other above
13 ground structures that would have to be constructed for
14 Mariner 1 or another Mariner, Mariner 2, it would be
15 confined with the SPLP use area.

16 Q. Okay. Was it your understanding that there was a
17 promise, a covenant, by Sunoco to put those additional --
18 that valve station in that area?

19 A. That's what the settlement agreement contained. It
20 was in the background section, but there was language in the
21 settlement agreement that indicated that all of the
22 representations made in the background paragraphs were being
23 relied upon by all of the parties, specifically as to my
24 client, the Board of Supervisors of West Goshen Township
25 were relying on those representations before they entered

1 the settlement agreement.

2 And again, it was critical to the board as to where
3 above-ground facilities would be located.

4 Q. Were you involved in any discussions with anyone
5 from Sunoco or their representatives as to why those
6 promises and covenants would be contained in the facts or
7 background section as opposed to in the covenant section?

8 A. I do not recollect those conversations.

9 Q. Okay.

10 A. I might have been copied on emails, but I think
11 most of those occurred mainly through Mr. Myers and Mr.
12 Brooman with Mr. Lewis.

13 Q. Okay. Now, were you ever involved in a meeting
14 with Sunoco in approximately January of '16, as Mr. LaLonde
15 said, after it was learned in the Traditions project that
16 Sunoco was doing something with respect to the Janiec 2
17 property?

18 A. Yes. So I had been involved since Day One when
19 Traditions first approached the Board of Supervisors seeking
20 a zoning change to allow their use on the Janiec 2 tract.

21 The board ultimately amended the zoning ordinance and
22 then held what's called a conditional use hearing to the
23 zoning hearing to allow the use.

24 That use got approved. Residents in East Goshen
25 appealed that use, so that probably took two years. After

1 the appeal was -- or the decision of the board was affirmed,
2 Traditions went forward with its land development plan. So
3 it had been a very long process.

4 They had a little bit of a holdup with getting their
5 Army Corps permits, so again, there was a delay. Finally,
6 in December of 2015, the developer came back to the township
7 and said, you know, we have all our other permits, we're
8 ready for the board to consider land development approval.

9 They came to the first meeting in January of 2016 asking
10 for the board to approve their land development plan, and
11 literally as the board was being asked to render that
12 decision, before the board took a vote, Bob Hall, president
13 of the Goshen Fire Company, stood up and said, "Board, do
14 you have any idea what's happening here? Sunoco has
15 approached us, asking us for easements to be able to access
16 the Janiec or the Traditions site."

17 And having been involved in the Traditions development
18 process throughout the years, I was surprised by that. I
19 think the board, this was the first that they had heard
20 about it. And Mr. Hall said, you know, I would ask that the
21 board would please defer taking a vote, that you can
22 understand exactly what Sunoco's going to be doing, how it's
23 going to impact the fire company operations and how it's
24 going to impact Traditions being able to develop the site.

25 We actually had to wrangle the solicitor representing

1 the applicant, because they were really anxious to move this
2 forward, and I said, "Well, the board's not going to take a
3 vote on it. They need to understand what's happening with
4 Sunoco." He reluctantly granted the extension.

5 And in between the first meeting in January and the
6 second meeting in January when the vote was taken, we had
7 requested to have a meeting with representatives from Sunoco
8 to be brought up to speed on what exactly they were planning
9 on doing with respect to the Goshen Fire Company property
10 and the Janiec 2, or otherwise known as Traditions site.

11 So, yes, I actually -- we had suggested that we have
12 that meeting so that we could go back to the board and say
13 to them, this is what's happening and this is how it impacts
14 the Traditions development that you were ready to approve.

15 Q. Did that meeting occur?

16 A. It did occur, and it was either January 20, 2016 or
17 January 22nd. I can't remember the exact date.

18 Q. And who was at that meeting, to the best of your
19 recollection?

20 A. I was there. Casey LaLonde was there. I believe
21 Rick Craig was there, Mr. Gordon --

22 Q. Who's Rick Craig?

23 A. Rick Craig, C-R-A-I-G, is the township engineer.

24 Q. Okay.

25 A. Derek Davis, the assistant manager, probably was

1 there. He typically comes to all meetings that Mr. LaLonde
2 goes to. Kathleen Shea, who was counsel for Sunoco; I
3 believe Mr. Gordon was there.

4 Q. From Sunoco?

5 A. From Sunoco. A gentleman, Donnie Z. is how I refer
6 to him. He was a relationship manager, I believe, from
7 Sunoco. There may have been agents from Percheron,
8 P-E-R-C-H-E-R-O-N, who was Sunoco's land agent, and they had
9 been involved in the acquisition or the negotiation, I
10 believe, of the Janiec property for purposes of Sunoco.

11 Q. Okay. Now, do you remember every single aspect of
12 that meeting?

13 A. No. I mean, I remember the purpose of the meeting
14 was to try to understand exactly what Sunoco was planning on
15 doing at the Janiec 2 tract, and how it was going to impact
16 the board's decision whether to grant the land development
17 approval and whether or not that land development was even
18 going to be able to be built after Sunoco did what it wanted
19 to do with the property.

20 Q. And what was your takeaway from that meeting? What
21 did you learn?

22 A. They talked to us about the HDD, the directional
23 drilling, and where on Boot Road they were planning on doing
24 the directional drilling, and that the Janiec tract was sort
25 of in the center of the directional drilling that was

1 happening in East Goshen to the east, and that was happening
2 in -- a little bit of West Goshen, but mainly West Whiteland
3 to the west, and that the Janiec tract was central to those
4 two locations of HDD and it was critical to have the Janiec
5 2 tract to be able to use as a laydown area and to put the
6 drill so that they would I guess pull up what had been
7 directional drilled in. They would excavate a portion of
8 the Janiec tract.

9 And it was discussed, and actually one of the exhibits
10 was provided to us at that meeting showing the area of the
11 Janiec tract to be used as a laydown area.

12 Q. When you say "one of the exhibits," are you
13 referring, I believe it's --

14 A. Township 5.

15 Q. -- Township 5?

16 A. And these red notes, that's my handwriting.

17 Q. Okay.

18 A. So I took notes at the meeting to try to really
19 understand from an engineering perspective what was supposed
20 to be happening on the Janiec 2 tract, and they never
21 mentioned in that meeting anything about a valve.

22 Q. Okay. In that meeting, nothing was discussed to
23 your recollection about a valve being installed on this
24 property?

25 A. I don't recollect anything relating to a valve. I

1 recollect it being a laydown area and that the laydown area
2 was going to be a temporary situation, temporary meaning for
3 as long as they were constructing Mariner 1 and Mariner 2.

4 And I think I would have -- I mean, again, the purpose
5 of the meeting was to understand if what Sunoco was going to
6 do was going to impact Traditions being able to build what
7 it was building, because you have this developer that's been
8 spending years and years and years trying to get their land
9 development approval, and the board wanting to see that
10 development go forward.

11 I mean, they changed the zoning to allow it to go
12 forward. They wanted that type of housing. They felt there
13 was a need for it. They also wanted the improvements that
14 were associated with it. There were going to be traffic
15 improvements along Boot Road. There was money being
16 contributed to the Open Space Fund. There were
17 contributions to the fire company that were going to be
18 made. So the township was really interested in knowing if
19 what Sunoco was going to do there was going to permanently
20 impact and prevent that development from being able to go
21 forward.

22 Q. So if you would have of permanent above-ground
23 facilities, you would have known it?

24 A. I absolutely would have, and we would have advised
25 the board that that had to be shown on the land development

1 plan for Traditions. I mean, it would have impacted what
2 was being approved.

3 Q. Did you ever advise the board that there was going
4 to be a permanent impact on Traditions?

5 A. No, because I was not aware of it.

6 Q. Okay. Now, Township Exhibit 5, we talked about,
7 that was the diagram that was given to you at the January
8 20th or 22nd meeting, we're not sure of that date. Is there
9 any indication on here of an above-ground facility such as a
10 valve station?

11 A. No.

12 Q. Was there any reason given to you why there were no
13 above-ground facilities anywhere on this diagram?

14 A. There was just not one discussed with respect to
15 the use of the Janiec 2 tract.

16 Q. Now, do you take notes regularly at meetings such
17 as this one with Sunoco?

18 A. I do.

19 Q. What's the purpose of taking those notes?

20 A. I need to take notes to be able to recollect things
21 that happened. I also try, pretty much after most meetings,
22 I have to report back to the client, whether it be the
23 township manager or the Board of Supervisors in this case,
24 and I need to have my notes to rely on to then prepare
25 either memoranda or emails to the Board of Supervisors.

1 Q. Now, do you take these notes contemporaneously with
2 the meeting?

3 A. I do.

4 Q. And you then do use your notes thereafter, you
5 said, to prepare these memoranda or --

6 A. I do.

7 Q. Okay. And is this done in the ordinary course of
8 business as an attorney?

9 A. It is.

10 Q. What I have marked as Township Exhibit 18 is a,
11 what I believe, a copy of your notes. I'm going to ask that
12 you take a look and let me know if these are your notes from
13 that meeting.

14 (Pause.)

15 MR. LEWIS: Your Honor, I know Mr. Sokorai has
16 not yet moved the admission of this document, but I believe
17 he's trying to qualify it as a business record that's
18 prepared in the ordinary course of business. I don't
19 believe that an attorney's notes of a meeting qualify under
20 that exception to the hearsay rule.

21 JUDGE BARNES: First, I'm going to ask you to
22 speak into the microphone going forward --

23 MR. LEWIS: Oh, I'm sorry.

24 JUDGE BARNES: I did hear what you said. Do
25 you have a response?

1 MR. SOKORAI: Your Honor, I believe that any
2 regularly conducted business, as long as it's -- the
3 testimony is that it's the standard practice, used in the
4 ordinary course of business, and retained in the ordinary
5 course of business. I believe that is a business record
6 exception to the hearsay rule.

7 JUDGE BARNES: All right. I'm overruling the
8 objection. You may answer the question.

9 THE WITNESS: These are my notes from the
10 meeting.

11 BY MR. SOKORAI:

12 Q. And you did retain those in the ordinary course of
13 your business?

14 A. I did.

15 Q. All right. And you provided a copy to us and
16 that's how we're giving it to you, correct?

17 A. I did.

18 Q. All right. Now, first of all, can you tell me what
19 the date of that meeting was?

20 A. I don't know if I dated the -- I know I prepared a
21 memorandum. Let's see. Hold on, I'm sorry, it is, on the
22 top of the second page, January 20, 2016.

23 Q. Now, can you just kind of walk us through and tell
24 us, what it was that was -- let's do this. Please take a
25 look through those notes.

1 A. Okay.

2 Q. Tell me if there's anything inconsistent in there
3 with what you just explained about the conversation with
4 Sunoco and its effects on that property.

5 (Witness perusing document.)

6 A. There's nothing inconsistent with my testimony, no.

7 Q. So even after reviewing your notes contemporaneous
8 with the meeting, you were never told that there was going
9 to be a valve or a valve station on the Janiec 2 property,
10 correct?

11 A. There's nothing in these notes that reflects
12 discussion about a valve, and had there been, I believe I
13 would have written it down in these notes.

14 MR. SOKORAI: No further questions, Your
15 Honor.

16 JUDGE BARNES: You may cross-examine.

17 MR. LEWIS: This time I'll speak into the
18 microphone.

19 CROSS-EXAMINATION

20 BY MR. LEWIS:

21 Q. Thank you for your testimony, Ms. Camp. You began
22 your testimony, I believe, by pointing out that there was a
23 meeting at which some 300 residents attended; is that
24 correct?

25 A. I believe it was the second -- well, there was

1 numerous meetings relating to West Goshen and Sunoco where
2 there were, I don't know, exactly 300, but standing room
3 only in the township building, and oftentimes we had to take
4 it to a local high school to have additional seating
5 capacity. So the one that I was referring to, I believe,
6 was the second zoning hearing after people had learned about
7 the application that they had filed seeking a special
8 exception.

9 Q. And would it be fair to say that Sunoco's plans for
10 the Mariner East project are controversial in -- first, are
11 they controversial within the township among the residents?

12 A. Absolutely.

13 Q. And would it be also to say that there's
14 substantial opposition among many of the residents against
15 the project?

16 A. Yes.

17 Q. And it's also correct that the township supervisors
18 are elected; are they not?

19 A. Are elected?

20 Q. Yes.

21 A. Yes, they are.

22 Q. And this is an election year; is it not?

23 A. There is an election in November, yes, correct.

24 Q. After you prepared these notes from the January 20,
25 2016 meeting, did you have any discussion with Mr. Kuprewicz

1 about these plans?

2 A. I did not. I did not discussions with Mr.
3 Kuprewicz.

4 Q. Okay. You were in the hearing room when Mr.
5 Kuprewicz just testified?

6 A. I was.

7 Q. And did you hear his testimony that ordinarily, if
8 an HDD is done, that generally a valve will be sited there
9 because that's the point where the pipeline would be closest
10 to the surface?

11 A. I did hear his testimony, yes.

12 Q. But you did not consult with Mr. Kuprewicz --

13 A. I did not.

14 Q. -- in 2016?

15 A. I did not.

16 Q. If you would turn to Township Exhibit 4, the
17 settlement agreement, and page three, it was your
18 understanding, was it not, that if there were engineering
19 constraints, the company could locate the valve station
20 someplace other than the SPLP use area?

21 A. I'm trying to find the paragraph that addresses --

22 Q. It's the second to the last sentence of Subsection
23 2 --

24 A. I'm sorry, I have the wrong document --

25 Q. -- of page three.

1 A. -- in front of me. I had the affidavit. Give me
2 one second, please.

3 (Pause.)

4 A. Okay. So you're on Township 4, page two of the
5 settlement agreement?

6 Q. Page three, paragraph two.

7 A. Okay.

8 Q. And I direct your attention to the sentences that
9 read, "Subject to any engineering constraints, SPLP intends
10 to construct the valve station in the general area depicted
11 on the map attached hereto as Appendix 1. If, due to
12 engineering constraints, SPLP is unable to construct the vs
13 in the SPLP use area, SPLP will notify WGT." Do you see
14 that?

15 A. I see, I do.

16 Q. And so you understood, did you not, that if there
17 were engineering constraints, the company would relocate the
18 valve to another area?

19 A. Based on that reading, yes. But you have to read
20 that sentence with the entirety of the settlement agreement,
21 which at the time the settlement agreement was drafted,
22 negotiated and executed, there were representations that
23 they would be putting the valve station on the SPLP use area
24 or Janiec 1.

25 Q. Yes, but you also understood, did you not, that

1 that was subject to engineering constraints? That's what
2 the agreement says, correct?

3 A. Subject to engineering constraints that are
4 disclosed and evaluated, provided to the township, and that
5 their engineers could also evaluate and concur that that
6 made sense, that there were in fact engineering constraints.
7 It wasn't just going to be, Sunoco says it is and therefore
8 there's engineering constraints.

9 Q. Can you point me to any language in this settlement
10 agreement that requires Sunoco to provide the engineering
11 documents to the township in connection with those
12 constraints?

13 A. There's no section of the agreement, but there had
14 been a long relationship established between the township,
15 the township experts, the township engineers and Sunoco
16 engineers with respect to the Mariner project.

17 And as Mr. Kuprewicz indicated and as you cross-examined
18 him, there was a working relationship between Mr. Kuprewicz
19 and Mr. Slough in providing information, and I guess it was
20 -- I'm speaking from my understanding, was that if in fact
21 there were engineering constraints that they could not do as
22 we so carefully negotiated with where above-ground
23 facilities were going to be located, that that would strike
24 a conversation and notification to the township so the
25 township themselves could evaluate and say, "Okay, we as the

1 board understand that, we now have to go back to our public,
2 who relied upon us to enter this agreement, and explain to
3 them why it couldn't be where everybody thought it was going
4 to be on the Janiec 1 tract."

5 MR. LEWIS: I have no further questions.

6 JUDGE BARNES: Any redirect?

7 MR. SOKORAI: Very briefly, Your Honor.

8 REDIRECT EXAMINATION

9 BY MR. SOKORAI:

10 Q. Is there anywhere in this agreement that says
11 Sunoco can put the valve station anywhere it wants if it, in
12 its own discretion, unilaterally decides that engineering
13 constraints don't favor the SPLP use site?

14 A. No. In fact, in the background paragraphs, they
15 represent that they fully intend to put it on the SPLP use
16 area.

17 MR. LEWIS: Your Honor --

18 MR. SOKORAI: Okay, that's --

19 MR. LEWIS: I'm sorry.

20 MR. SOKORAI: No further questions.

21 MR. LEWIS: Your Honor, I have one question.

22 RECROSS-EXAMINATION

23 BY MR. LEWIS:

24 Q. I would like you to direct your attention to the
25 last sentence in that section. Would you read that sentence

1 into the record?

2 A. I'm sorry, you're on page three again?

3 Q. I'm on page three, and I'm referring to the last
4 sentence of Section II.

5 A. Sure. "Nothing in this settlement agreement
6 constitutes an authorization or agreement for SPLP to
7 construct the valve station in any location on the SPLP
8 additional acreage other than in the SPLP use area."

9 Q. Do you see the language in that sentence that
10 refers to any location on the SPLP additional acreage?

11 A. I see that.

12 Q. And that sentence does not say, "anywhere in the
13 township," correct? It's limited to any location on the
14 SPLP additional acreage?

15 A. The sentence says what it says.

16 MR. LEWIS: Thank you. No further questions.

17 JUDGE BARNES: All right. Thank you very
18 much, ma'am. You may step down.

19 THE WITNESS: Thank you.

20 JUDGE BARNES: Mr. Sokorai, do you wish to
21 move for admission Township Exhibit 18?

22 MR. SOKORAI: Township Exhibit 18, yes, so
23 moved.

24 JUDGE BARNES: All right. Any objection?

25 MR. LEWIS: No objection. Well, I objected

1 before. You overruled it.

2 JUDGE BARNES: You did object.

3 MR. LEWIS: No further objection.

4 JUDGE BARNES: All right. It is admitted.

5 (Whereupon, the document was marked as Township
6 Exhibit No. 18 for identification, and was received
7 in evidence.)

8 MR. SOKORAI: Thank you, Your Honor.

9 Your Honor, we have one more witness, which
10 will be Mr. Brooman. If we could get a very, very brief
11 recess, if you don't mind? I assure you it's not lengthy
12 testimony.

13 JUDGE BARNES: All right. Five minute recess.

14 MR. SOKORAI: Thank you, Your Honor.

15 JUDGE BARNES: We are off the record.

16 (Recess.)

17 JUDGE BARNES: We're on the record. It wasn't
18 clear to me whether counsel was stipulating as to one fact
19 regarding the date of condemnation of the Janiec 2 property.
20 Mr. Lewis, I never actually heard from you.

21 MR. LEWIS: Yes, Your Honor. We will
22 stipulate to it and we'll clarify it during Mr. Gordon's
23 testimony.

24 JUDGE BARNES: Okay. Thank you.

25 You may proceed with your --

1 MR. SOKORAI: And just we're clear, that date
2 was May 12, 2016?

3 JUDGE BARNES: That's what I have.

4 MR. SOKORAI: I call David Brooman to the
5 stand briefly.

6 JUDGE BARNES: Mr. Brooman, please raise your
7 right hand.

8 Whereupon,

9 DAVID J. BROOMAN
10 having been duly sworn, testified as follows:

11 JUDGE BARNES: Please be seated and state your
12 name and spell it for the record.

13 THE WITNESS: David J. Brooman, B-R-O-O-M-A-N.

14 JUDGE BARNES: You may proceed.

15 MR. SOKORAI: Thank you, Your Honor.

16 DIRECT EXAMINATION

17 BY MR. SOKORAI:

18 Q. So Mr. Brooman, you heard Ms. Camp testify about
19 the legal history of this case and what led to settlement
20 negotiations beginning?

21 A. I did.

22 JUDGE BARNES: I'm sorry. I have to
23 interrupt. In looking at this, it says, "confidential
24 settlement." If there is going to be testimony regarding
25 proprietary information, I need to know in advance of the

1 question so that we can create a proprietary record.

2 I understand there is no protective order in
3 place. However --

4 MR. SOKORAI: I guess the question -- I don't
5 know that this is proprietary information here as much as,
6 these were settlement negotiations, so if their settlement
7 was not reached, they wouldn't be able to be used against
8 each other in court, and that was my understanding of the
9 confidential nature. And there's no objection to keep it
10 confidential here.

11 JUDGE BARNES: I'm just putting that out there
12 for counsel. It's entirely up to you.

13 MR. LEWIS: Your Honor?

14 JUDGE BARNES: Yes?

15 MR. LEWIS: For the record, we do not believe
16 this particular document needs to be treated as confidential
17 at this time.

18 JUDGE BARNES: Okay. Fine.

19 MR. LEWIS: There may be other documents in
20 connection with the negotiations that would warrant
21 confidential treatment, so I don't want to waive any
22 position as to those, but as to this particular one, we have
23 no concern about its confidentiality.

24 JUDGE BARNES: Township 14. Thank you.

25 MR. SOKORAI: We will endeavor, if we do

1 believe that happens, we'll make sure we announce it.

2 JUDGE BARNES: Fair enough.

3 BY MR. SOKORAI:

4 Q. So the settlement negotiations started after the
5 legal proceedings got to a certain point, correct?

6 A. Yes.

7 Q. And did the settlement negotiations happen all in
8 one day or were they over a period of time?

9 A. Over a period of time.

10 Q. Okay. And had they progressed to a certain point
11 as of January 30, 2015?

12 A. Yes.

13 Q. What's before us is a document that we've marked as
14 Township Exhibit 14. Can you please explain what that is?

15 A. Township 14 is a memorandum from myself to Mr.
16 Lewis and Mr. Krancer, K-R-A-N-C-E-R.

17 Q. Who's Mr. Krancer?

18 A. Both of Blank Rome. Michael Krancer is Chris
19 Lewis's partner at Blank Rome. And it was a memorandum
20 enclosing, among other things, the term sheet which was the
21 result of discussions up to that point in regard to a
22 potential settlement of the pending PUC matters.

23 Q. This wasn't necessarily the first communication
24 regarding settlement?

25 A. No, it was not.

1 Q. This was after a series of communications, but
2 we're highlighting this one --

3 A. Correct.

4 Q. -- for purposes of today. So tell me --

5 A. One of the reasons it was marked confidential at
6 this point is, Mr. Rubin and Concerned Citizens were not
7 part of any of these discussions at that point in time.

8 Q. Now, how many points, how many points or terms are
9 there on this term sheet attached to the email, Exhibit 14?

10 A. There are ten terms.

11 Q. All right. And did you ever receive a response
12 from Sunoco regarding your ten terms or the ten terms that
13 are embodied in this document?

14 A. Yes.

15 Q. All right. And can you please direct your
16 attention to Township Exhibit 15? Do you have it there?

17 (No response.)

18 Q. Please tell me what that is, sir.

19 A. Township 15 is a memorandum from Mr. Lewis dated
20 February 4, 2015 to Mr. Ken Myers, that's M-Y-E-R-S, who was
21 my partner, myself --

22 Q. At High Swartz?

23 A. Both of High Swartz; Scott Rubin, who was counsel
24 for the Concerned Citizens, and that's spelled R-U-B-I-N;
25 Kristin Camp, who just testified; and Mr. Michael Krancer,

1 also of Blank Rome.

2 Q. Okay. So did you receive this email and attachment
3 on February 4, 2015?

4 A. I did.

5 Q. All right. Please tell me what the email says and
6 what it meant to you.

7 A. There were discussions back and forth about those
8 ten points. One of those ten points was to basically turn
9 their representation of fact into a covenant, which was,
10 they were not going to place any further above-ground
11 facilities in West Goshen Township.

12 That was discussed as it being a covenant, and during
13 meetings and then in this memorandum it was explained that
14 they did not want to put such a representation or a covenant
15 in there that they wouldn't put a valve into a township for
16 fear that every township along the line for the full 318
17 miles or so would request the same, and said they couldn't
18 do it that way, they needed to state it as fact.

19 Q. Okay. Now, were there previous discussions before
20 this email along those same lines?

21 A. Yes, and it was explained in meetings not just by
22 Mr. Lewis, but Mr. Krancer, Mr. Alexander and general
23 counsel herself.

24 Q. And you described one such meeting to me before.
25 Tell me where that meeting occurred that you particularly

1 recall.

2 A. It was a meeting right around this time frame,
3 probably late January, in the High Swartz conference room
4 known as Decker (phonetic).

5 Q. And this email is consistent with those
6 conversations?

7 A. Yes. That last sentence, if you will, of the first
8 paragraph states that specific objective of the company,
9 Sunoco, that they not put anything in a covenant that would
10 come back to hurt them with other townships throughout the
11 318 mile stretch of pipeline.

12 Q. So the covenant will be couched in terms of a fact?

13 A. Yes, as a representation of fact.

14 Q. Now, let's go to the attachment. Did the
15 attachment do anything to the ten term points as indicated
16 in the email?

17 A. Yes. Again, we were talking about where they would
18 put, if anything, additional facilities, if you will, above-
19 ground appurtenances, as they like to call them, on the
20 property.

21 And they cited the VCU or vapor combustion unit and the
22 potential valve for ME-2, so this represents a short slide
23 presentation, if you will, that was given to me so I could
24 relay it to others as to exactly here they were going to put
25 the VCU, and it's shown in two places. One, on the black

1 and white, it's a very small dot that's right, as shown in a
2 white box, if you will, next to the pump station
3 configuration itself, and if you look very carefully, it
4 actually has an arrow with a box, VCU. And then attached to
5 it is a circle around a new property they purchased, and
6 that's where they could potentially put the VCU and any
7 above-ground valve associated with ME-2.

8 MR. LEWIS: Excuse me, Your Honor.

9 (Pause.)

10 JUDGE BARNES: For clarity, are we referring
11 to Township 15, the last two pages of the exhibit?

12 MR. SOKORAI: Yes.

13 BY MR. SOKORAI:

14 Q. So let me ask you. So the very last page, that's
15 the page with the circle around it and you're circling the
16 area of the SPLP use area?

17 A. Yeah. It was to be legally defined later, but
18 these at this point were still concepts, and this was a
19 concept drawing, if you will.

20 Q. Now, on your email of Township 14, as of January
21 30th, there was no valve station mentioned, was there?

22 A. Not that I can recall at that time.

23 Q. Okay. Do you recall, who raised the issue of a
24 valve station?

25 A. It would have been Sunoco. I'm not exactly sure

1 who within Sunoco.

2 Q. Okay. Do you recall when that issue came up, that,
3 "Hey, in addition to the terms we've been discussing, we
4 also need to put a valve station somewhere?"

5 A. I don't recall a specific date that it came up.

6 Q. Okay. But it did come up somewhere along the way?

7 A. It came up right around this time frame. Whether
8 it was directly before or after February 4th -- could have
9 been a little after February 4th.

10 Q. What I want to know is, who selected the location
11 for the valve station?

12 A. Sunoco.

13 Q. Now, we've heard testimony from Mr. LaLonde and Ms.
14 Camp that the township was interesting in containing all of
15 the facilities into this area, correct?

16 A. Absolutely correct.

17 Q. Are you sure that it was Sunoco who selected the
18 SPLP use area?

19 A. Well, it was a negotiation, but when they said they
20 wanted to put a valve, the township wanted to put it as
21 close to the Boot area pump station that currently existed,
22 and that's where they drew the circle and said, "We could
23 put it here." The township, again, objected, keep it right
24 on the existing site.

25 Q. Okay. And Township Exhibit 16, can you tell us

1 what this is and where it came from?

2 A. Sixteen is a memorandum of February 10 from Mr.
3 Krancer to myself, Mr. Myers and Mr. Rubin with a carbon to
4 Mr. Lewis, and it was right before that they had said,
5 "We're going to put a valve in the SPLP use area right next
6 to or adjacent to the Boot Road pump station if not within
7 the fence." The township wanted to know what a valve looked
8 like, as did, frankly, Mr. Myers, because he had never seen
9 one. So Mr. Krancer sent over the photo of what a valve
10 looks like, and that's a valve without any landscaping as
11 page two of Township 16. Page three of Township 16 is a
12 valve purportedly fully landscaped.

13 The other issue being discussed in this memo, which
14 isn't necessarily relevant to my testimony or this
15 proceeding, is there was a whole issue with respect to
16 compliance with sound, and here again, they submitted
17 additional information with respect to sound and
18 measurements of where various decibel readings would be from
19 the VCU unit.

20 Q. Okay. And then of course, Sunoco then responded
21 with Township 17?

22 A. Correct.

23 Q. And just walk --

24 A. Seventeen is the February 11 memo from Mr. Lewis to
25 myself, Mr. Myers and Mr. Rubin with a carbon copy to Mr.

1 Krancer. And this was Mr. Lewis following up on a term
2 sheet based on discussions with my partner, Mr. Myers, and
3 Mr. Krancer.

4 Q. Okay. And did this discuss the specific location
5 of the valve station?

6 A. In I(a), it was a covenant that they weren't going
7 to put any above-ground facilities on the SPLP use area.

8 Q. All right. And in fact, did Sunoco ever reduce the
9 SPLP use area to a legal description?

10 A. They did.

11 Q. Okay. And are we seeking, is the township seeking
12 to keep the valve station inside the legal description as
13 prepared by Sunoco?

14 A. It is.

15 MR. SOKORAI: I don't have any further
16 questions.

17 JUDGE BARNES: Cross-examine.

18 CROSS-EXAMINATION

19 BY MR. LEWIS:

20 Q. Mr. Brooman, I just want to understand one thing
21 and make it clear for the record. Would you take a look at
22 Township Exhibit 16? Did I understand your testimony to be
23 that you understood the third page of this to be a photo of
24 a valve site when it's installed and fully screened and
25 landscaped?

1 A. I'm sorry?

2 Q. What's your understanding of the third page, the
3 photo that's the third page of Township 16.

4 A. Page one is the writing itself. Page two is the
5 valve that's snow covered. Page three is a landscaped
6 valve, as Mr. Krancer calls it, a valve after screening.

7 Q. Okay. So I just want to be clear for Judge Barnes'
8 consideration and for the Commission. I apologize --

9 JUDGE BARNES: That's all right.

10 BY MR. LEWIS:

11 Q. So what this dispute is about is whether this
12 screened valve is going to here in the SPLP use area or over
13 here on Janiec 2, right? That's what this dispute is about?

14 A. I think it's about all the impacts associated with
15 having to do it twice, and yes, it absolutely is about
16 having Sunoco put the valve where they promised to put the
17 valve on the SPLP use area, correct.

18 Q. Now, you're an experienced attorney, correct?

19 A. I am.

20 Q. And how many contracts have you negotiated?
21 Hundreds?

22 A. Wouldn't try to venture a guess. I think it's fair
23 to say, many.

24 Q. Okay. And I take it you've also negotiated many
25 terms sheets?

1 A. I've negotiated term sheets, I've negotiated
2 contracts, I've negotiated settlements, yes.

3 Q. And you understand, do you not, that there is a
4 difference between a term sheet and a contract?

5 A. I do.

6 Q. What is the difference, in your view?

7 A. Term sheet's a concept; contract, once signed by
8 all parties, is legally binding.

9 Q. Okay. Now, in the first term sheet that was marked
10 as Exhibit 14, there's no mention of the valve station at
11 all, correct?

12 A. Just give me a minute to look at the term sheet.

13 (Witness perusing document.)

14 A. Well, there's actually a lot of discussion about
15 the valve because, as you remember, we were also concerned
16 about automating certain valves that were at that time
17 manual.

18 Q. Okay. Well, turn to Township Exhibit 15. Then the
19 valve station is mentioned in paragraph one, numbered
20 paragraph one of the term sheet, correct?

21 A. I'm still making sure it's not mentioned in 14.

22 Q. All right.

23 (Pause.)

24 A. The ME-2 valve, I don't see mentioned in Exhibit
25 14.

1 Q. And it's fair to say then that there was a material
2 change in the terms between the first term sheet and the
3 second term sheet, correct?

4 A. No. I would say that they were all consistent. I
5 don't think there were any material changes. What kept
6 changing was what SPL wanted to commit to on ME-2 and what
7 it would commit to.

8 Q. Okay. So you agree that the nature of Sunoco's
9 commitments changed from term sheet to term sheet?

10 A. As to where things would go in the document, yes.

11 Q. Okay. Now, if you look at Township Exhibit 17, do
12 you see that, for the first time, there's a reference to the
13 engineering constraints with regard to the valve station?

14 A. I see there's a reference to the engineering
15 constraints. I'm not sure this is the very first time it
16 showed up, but it's here.

17 Q. Okay. So my point is simply that over the course
18 of the several term sheets, the language relating to where
19 the valve would be located changed; did it not?

20 A. Where it would be located? I wouldn't say that's
21 accurate, no.

22 Q. Well, you understood that the location could change
23 subject to engineering constraints, did you not?

24 A. Well, to the extent it had to be legally described,
25 yeah, it changed, I suppose. I haven't checked to see

1 whether that circle is the same as your legal description.

2 Q. Now, we could go through the entire settlement
3 agreement, but isn't it a fact that there are numerous
4 provisions in the settlement agreement that are not
5 contained in the term sheets themselves?

6 A. I would have to go through it carefully to do that.

7 Q. Well, for one, the site of the VCU is specified; is
8 that not correct? Isn't that an exhibit to the term sheet
9 -- to the settlement agreement?

10 A. It is.

11 Q. And wasn't there also a deed restriction --

12 A. There was.

13 Q. Okay. Those weren't attached to the term sheet,
14 were they?

15 A. No. They were all discussed at that time and they
16 were going to be put together by SPLP once legal
17 descriptions were ready, and they weren't ready at that
18 time.

19 Q. So you understood that the term sheets were setting
20 forth the basic terms but that they would be fleshed out and
21 reduced to writing in the final settlement agreement; did
22 you not?

23 A. Yes, the term sheets would absolutely be fleshed
24 out in a final document which would be signed and approved
25 by all parties.

1 MR. LEWIS: I have no further questions.

2 JUDGE BARNES: Redirect?

3 MR. SOKORAI: Thank you, Your Honor. Just one
4 question.

5 REDIRECT EXAMINATION

6 BY MR. SOKORAI:

7 Q. So Mr. Lewis referred to the term sheet attached to
8 Township 17, right?

9 A. Yes.

10 Q. You remember talking about that, and he said, well,
11 you understood that the valve station could move around a
12 little bit or move due to engineering constraints. Did you
13 hear him asking those questions?

14 A. Yes.

15 Q. I want to refer you to paragraph one, about midway
16 down. "The location depicted on the attached map for the
17 valve station," do you see that?

18 A. Yes.

19 Q. "Is understood to be the best approximate location
20 for this valve station at this time, and is subject to full
21 detailed engineering which will determine its exact
22 locations on the SPLP use area." So it was your
23 understanding that it could move, but it would move within
24 the SPLP use area?

25 A. Correct. They represented to us that they didn't

1 have a final engineering design with respect to ME-2, and
2 that they had no plans to show us, but yes, if there was
3 going to be any valve, it was going to be directly adjacent
4 to the existing Boot Road pump station in the area that
5 became known in the settlement as the SPLP use area.

6 Q. There was no discussion of Janiec 2 or any other
7 location in the township ever during these negotiations?

8 A. Absolutely not. The number one tenet of West
9 Goshen Township was, no more above-ground facilities, we
10 have enough, and if there are going to be any, it's going to
11 be right on that Boot Road pump station.

12 Q. And this February 11th document marked as Township
13 17, that pre-dates the March Sunoco plans to put a valve
14 station on the Janiec 2 spot by about a month?

15 A. Sixteen days, to be exact.

16 Q. Sixteen days, okay. I want to ask you, when was
17 the first time you had ever, ever heard any indication that
18 there was going to be a valve station at any other location
19 except the SPLP use area?

20 A. When I got a call from the township after receiving
21 the E&S plans saying, "Did you know there was going to a
22 valve on the Janiec property?" And I said no.

23 Q. You never saw those plans?

24 A. I didn't.

25 MR. SOKORAI: I have no further questions.

1 JUDGE BARNES: Thank you. Thank you. You may
2 step down.

3 THE WITNESS: Thank you.

4 (Witness excused.)

5 JUDGE BARNES: Does the township rest?

6 MR. SOKORAI: Your Honor, I forget if I moved
7 for the admission, but if I didn't, I want to double check
8 that I did. I move for the admission of Exhibits 14, 15, 16
9 and 17. That's what we used with Mr. Brooman. I'd move for
10 their admission.

11 JUDGE BARNES: Any objection?

12 MR. LEWIS: No objection.

13 MR. SOKORAI: We didn't do it with Mr. Brooman
14 and I don't think there would be an objection, the actual
15 deed restriction that was prepared.

16 MR. LEWIS: I think it's attached -- oh,
17 that's fine.

18 JUDGE BARNES: Is that an exhibit?

19 MR. SOKORAI: Township 19, Your Honor, also
20 move for the admission.

21 JUDGE BARNES: Any objection?

22 MR. LEWIS: No objection.

23 JUDGE BARNES: All right. Township Exhibits
24 14, 15, 16, 17 and 19 are admitted.

25 (Whereupon, the documents were marked as Township

1 Exhibits Nos. 14, 15, 16, 17 and 19 for
2 identification, and were received in evidence.)

3 MR. SOKORAI: Thank you, Your Honor.

4 JUDGE BARNES: And please provide copies to
5 the court reporter. Do you have a copy now?

6 MR. SOKORAI: Yes, I do.

7 JUDGE BARNES: And one for me.

8 (Pause.)

9 JUDGE BARNES: Mr. Lewis, are you prepared?

10 MR. LEWIS: Yes, we are, Your Honor.

11 JUDGE BARNES: All right. You may call your
12 first witness.

13 (Pause.)

14 JUDGE BARNES: Sir, would you raise your right
15 hand?

16 Whereupon,

17 MATTHEW GORDON

18 having been duly sworn, testified as follows:

19 JUDGE BARNES: Please be seated. Please state
20 your name and spell it for the record.

21 THE WITNESS: My name is Matthew Gordon,
22 M-A-T-T-H-E-W, G-O-R-D-O-N.

23 JUDGE BARNES: Thank you. Could you state
24 your title, too, sir?

25 THE WITNESS: My current title is project

1 director.

2 JUDGE BARNES: Project director for Sunoco
3 Pipeline,

4 THE WITNESS: Yes, Sunoco Pipeline.

5 JUDGE BARNES: Thank you.

6 You may proceed, Mr. Lewis.

7 DIRECT EXAMINATION

8 BY MR. LEWIS:

9 Q. Mr. Gordon, by whom are you employed?

10 A. Sunoco Pipeline LP.

11 Q. And in what capacity?

12 A. I'm the project director for the Mariner East 2
13 pipeline project from West Virginia to Marcus Hook.

14 Q. What are your duties and responsibilities as
15 project director?

16 A. I have, I continue to oversee design, permitting,
17 land acquisition and construction in accordance with all
18 company policies, procedures, federal, state, local
19 requirements for the project.

20 Q. How long have you been in that position?

21 A. I've been in the position since the Mariner 1
22 pipeline project, which if I recall correctly was around
23 2012.

24 Q. Mr. Gordon, I place before you a document that's
25 been pre-marked as Exhibit R-3. Can you identify that

1 document?

2 A. Yes. This is my resume.

3 Q. Was it prepared under your supervision and
4 direction?

5 A. Yes.

6 Q. And does it fairly present your educational
7 background and work experience?

8 A. It does.

9 Q. Could you give the Commission a brief overview of
10 your experience in pipeline construction?

11 A. Yes. I started with the company back in 2006 as a
12 field engineer, which is like a jack of all trades position,
13 for pipeline maintenance, construction, relocations. I
14 supported the mains department.

15 So if there were needs for repairs on the pipe that
16 would require permitting or relocation of the pipeline for
17 developments or routine maintenance, I was responsible for
18 permitting and assisting in the design of those relocations
19 as well as any other facility type maintenance projects. If
20 they needed a roofing done or a driveway permit or paving
21 work, that's why I say it was kind of a jack of all trades
22 position.

23 After that, I was promoted to technical supervisor for
24 mechanics and electricians, so we actually -- I supervised
25 the maintenance of the pumps and the valves throughout the

1 entire system in Pennsylvania and New York, 24/7 emergency
2 response requirements as well as supporting the maintenance
3 department on their activities when we would pig the line
4 for maintenance and do work. "Pig" is a term for extending
5 an inspection tool on the inside of the pipe to check the
6 pipe for anomalies.

7 And then after that position, I was promoted to
8 operations manager for Philadelphia and New Jersey. In that
9 position, I oversaw several manned terminals that had
10 workers operating them 24/7 for bulk storage in tanks,
11 refined products and crude, as well as some natural gas over
12 in Eagle Point.

13 We had pipeline transportation in and out of the
14 facilities, truck and rail traffic, bulk loading in and out
15 of the facilities, as well as vessel dock activities from
16 the Delaware River in and out of those facilities. I also
17 oversaw maintenance and construction and emergency response
18 for the pipelines connecting those facilities.

19 During that period, I had two six month temporary
20 markups to act as the area manager for all pipeline
21 activities in Philadelphia and New Jersey, so if you think
22 about all the positions I spoke about, in addition to the
23 terminals, I was supervising all those aspects as well.

24 And then I was promoted to be the area manager for
25 Pennsylvania and New York for all aspects of pipeline

1 transportation compliance, maintenance, etcetera, prior to
2 the announcement of the Mariner 1 East project, at which
3 point they approached me to lead that project.

4 Q. So do you have experience in pipeline design?

5 A. I do.

6 Q. Do you have experience in pipeline engineering?

7 A. I do.

8 Q. Do you have experience with HDD --

9 A. Yes.

10 Q. -- horizontal directional drilling?

11 A. Yes, I do.

12 Q. How many pipeline projects have you been involved
13 with?

14 A. Well, the Mariner East 1 pipeline, that's 50 miles
15 of new 12 inch construction that I oversaw, as well as 20
16 miles of rehabilitation and maintenance of the eight inch
17 existing pipeline, and then prior to that, in my previous
18 roles, I oversaw multiple small relocations throughout the
19 system, I don't know the mileage, maybe a couple miles
20 interspersed over a few years on that one.

21 And then currently on Mariner 2, we've got probably over
22 a hundred miles of pipe in the ground already, two
23 pipelines. The 20 inch line will be 350 miles and the 16
24 inch line is just shy of 300.

25 Q. Just so the record is clear, can you please provide

1 us with an overview of the Mariner East 2 project?

2 A. Sure. Mariner East 2 project is an expansion of
3 the service from Mariner 1, so Utica and Marcellus shale,
4 the producers are producing gas from the formations and
5 separating it into its components, and there's shippers that
6 are buying those components and want to get them to a
7 marketplace for their end use, either in manufacturing or
8 sale for heating purposes.

9 So the pipeline is connecting the producers with the
10 marketplace for the shippers for that public service. It's
11 similar to a turnpike in that we have on ramps and off
12 ramps, so we have on ramps in Ohio, West Virginia and
13 western Pennsylvania, and we have off ramps in Pennsylvania.

14 Then basically, the goal for Mariner 2, the 20 inch
15 line, is to transport propane and butane. Mariner 1 is
16 primarily porting ethane and propane. Those materials --

17 JUDGE BARNES: I'm sorry, go over those three
18 again.

19 THE WITNESS: Sure. Mariner 1 is transporting
20 ethane and propane. Mariner 2, the 20 inch line, is
21 transporting propane and butane. We call them natural gas
22 liquids generically.

23 But ethane can be used for a raw material for
24 manufacturing plastics, ethylene glycol and other uses.
25 Propane can be used for heating, cooking. It can also be a

1 raw material for plastics. Butane is used for heating.
2 It's also used for blending in gasoline, as a gasoline
3 component. In Pennsylvania, different seasons and vapor
4 pressures are allowed, so they will blend the butane and
5 gasoline to meet the state requirements.

6 So we have on ramps for those products and
7 then off ramps in Pennsylvania, really trying to -- it came
8 to light, between the polar vortex and the need for
9 additional gasoline blending inventories in Pennsylvania
10 since some of the refineries in the southeast part of the
11 state had shut down.

12 BY MR. LEWIS:

13 Q. How many counties does the pipeline cross?

14 A. In Pennsylvania, the project crosses 17 counties.

15 Q. And how many local municipalities does it cross?

16 A. Approximately 85 in Pennsylvania.

17 Q. Can you describe how the construction of the
18 project is being managed and coordinated?

19 A. Well, if you look at it from the ground up, we have
20 approximately 4,500 contractors and inspectors. The
21 contractors have their own management structure, reporting
22 to a superintendent.

23 We have an inspector with every crew, so if there's a
24 cutting and clearing crew or a grading crew or a welding
25 crew, each one of those crews has an inspector. Those

1 inspectors report to a lead for their discipline, like I
2 mentioned earlier, clearing, welding, grading, etcetera.

3 Those lead inspectors who supervise those inspectors
4 report to a chief inspector. We try to keep a span of
5 control of one to five to the best of our ability. The
6 chiefs report to a construction manager.

7 So we've divided the pipeline into seven spreads, give
8 or take, 50 miles each spread, and six of them are in
9 Pennsylvania, so there's a construction manager for each one
10 of those spreads. And those construction managers report in
11 to a project manager. I have three project managers that
12 report to me.

13 And then we probably haven't mentioned this. When the
14 project managers report to me, I report up through the
15 senior management chain.

16 Q. Now, are you familiar with the settlement agreement
17 with West Goshen Township?

18 A. Yes.

19 Q. Were you responsible for implementing parts of the
20 settlement agreement?

21 A. Yes. I was required to implement the sections of
22 the settlement agreement in relationship to Mariner 1.

23 Q. Mr. Gordon, I'd like to walk you through some of
24 the terminology that's used in the settlement agreement and
25 have you point out the location of certain places on the

1 exhibit that's now on the easel that's been previously
2 marked as Exhibit R-4.

3 First, can you generally describe what R-4 depicts?

4 A. I'm sorry, you said R-4?

5 Q. Yes, that photo.

6 A. Oh, the photo is titled R-4, yes, I'm sorry. I
7 thought you were saying a section on the photo called R-4.
8 Yes, R-4 is an aerial view of the intersection of Route 202
9 with Boot Road and the Janiec properties that were
10 referenced previously.

11 Q. Okay. In the settlement agreement on page three,
12 at the top of the page, it states that, "Except that a
13 remote operated valve station will be constructed and
14 maintained on SPLP's adjacent 4.42 acre property, Parcel No.
15 52-0-10-10.1, also known as the former Janiec tract, the
16 SPLP additional acreage." Can you point out where the SPLP
17 additional acreage is on that photo?

18 A. The acreage you're referencing is outlined in
19 orange on this photo.

20 Q. Okay. It then states, "The proposed location of
21 such valve station on the SPLP additional acreage is
22 depicted on the map attached hereto as Appendix 1 and
23 incorporated by reference, the SPLP use area." Can you
24 point out where the SPLP use area is?

25 A. The area you're referencing is outlined in blue

1 within the orange parcel that you've just referenced
2 previously.

3 Q. Did you attempt to site the valve on the SPLP use
4 area?

5 A. Yes, we did. It was the preferred location for us
6 to have a valve at the site that we already own and operate,
7 I mean, from a host of reasons. For maintenance purposes,
8 you like to have your equipment in one location to the best
9 of your ability. And obviously, we wanted to satisfy the
10 township concerns.

11 JUDGE BARNES: Is the microphone turned on?

12 THE WITNESS: Yes, ma'am. It's green.

13 JUDGE BARNES: If you could speak a little
14 closer.

15 THE WITNESS: I'm sorry. I'll try.

16 JUDGE BARNES: Thank you. I have R-5. I
17 don't know about the court reporter.

18 (Pause.)

19 THE WITNESS: Yes, R-5 is a construction
20 detail plan view and profile of a horizontal directional
21 drill that we prepare for the contractors as part of the bid
22 package, construction package, so they know what they are
23 building.

24 BY MR. LEWIS:

25 Q. Using Exhibit R-5, can you explain to the

1 Commission why the company decided not to locate the valve
2 on the SPLP use area?

3 A. Yes. So first and foremost, as I mentioned, this
4 is a horizontal directional drill where we basically have to
5 drill a hole through the ground in order to enlarge that
6 hole in multiple passes to get two nominal diameters bigger
7 than the pipe. So in this case, for a 20 inch pipe, we need
8 to drill a 30 inch hole.

9 We then have to weld the pipe together at the opposite
10 end of the drill and pull it back through the hole. The
11 pipe undergoes stress during that activity of pulling it
12 through.

13 In order to minimize that stress, industry standards are
14 that we try to adhere to a nominal ten times pipe diameter,
15 so in this case we're targeting a 2,000 foot minimum radius
16 of curvature to the drill.

17 As you can see on the drawing, there's a dark blue line
18 that starts on the far left page where it says HDD entry and
19 exit in the grass field; do you see that?

20 JUDGE BARNES: Yes.

21 THE WITNESS: Okay. And then it exits on the
22 far end of the right page just left of the valve symbol
23 where it says, HDD entry and exit again.

24 You'll notice that that line curves from one
25 end to the other, so those curves are the radius of

1 curvature I was talking about.

2 We can actually turn this drill in the ground
3 and track it to ensure that we're not exceeding any radiuses
4 and putting undue stress.

5 My engineers are actually curving this design
6 in two planes. If you look down below, you'll notice
7 there's a profile view in the grid lines at the bottom of
8 the pages.

9 The green lines represent the topograph of the
10 earth. The blue line represents the planned center line of
11 the pipeline during the drill and post construction.

12 So you notice that there's a curve at each end
13 of the drill as well and it's relatively level in the
14 middle, and you'll notice there's depth call-outs
15 periodically across the profile.

16 So we have to maintain that radius of
17 curvature in two, in actually three dimensions, not just two
18 dimensions. There's computer software that engineers use to
19 calculate the theoretical stress on the pipe as we're
20 pulling it back through that hole.

21 If you look closer to the intersection of
22 Morstein Road on the right hand page and Boot Road, it's
23 just left of the existing pump station.

24 You'll notice that the pipeline makes a
25 curvature to parallel Boot Road in the drill plan. In order

1 for us to continue and not exceed our radius tolerances, the
2 drill would have had to go underneath the home at the
3 intersection of Mary Jane Lane and Boot Road, which meant we
4 would have had to condemn or acquire that home and tear it
5 down. I can come over and show you if that would be easier.

6 JUDGE BARNES: I don't see where Mary Jane
7 Lane is, so --

8 (Pause.)

9 JUDGE BARNES: We'll just do a sidebar off the
10 record.

11 (Discussion off the record.)

12 JUDGE BARNES: Will the witness please
13 identify Mary Jane Lane on Exhibit R-5 using the parcel
14 number.

15 THE WITNESS: Yes. So the home I was
16 referencing next to Mary Jane Lane is listed as Parcel No.
17 PA-CH-0307.0001.

18 In order to maintain a safe radius of
19 curvature for the pipe, we would have to design the pipe to
20 go through that property and through that home.

21 Further, it would turn north of the pump
22 station at this location, and we'd have to string out the
23 pipe to try to pull it back in in that, what's listed as the
24 SPLP additional acreage.

25 We actually have an existing pipeline easement

1 along the property line that starts at the pump station and
2 travels northeast along the property line of the pump
3 station, so we would have to string out pipe up there.

4 We did not think that we'd be able to make the
5 turn to get that pipe to line up with the drill because of
6 the tanks and the pump station from the adjacent Aqua PA
7 American facility there, so for a host of factors, we didn't
8 think we could directional drill from this side into the
9 station and make it work safely.

10 So the second alternative we looked at, since
11 we knew we couldn't drill, was open cutting the road in our
12 existing easement.

13 As you look on this plan view and on the
14 profile view down below, you'll know that there's lots of
15 utility call-outs across the length of this corridor in this
16 road.

17 BY MR. LEWIS:

18 Q. Mr. Gordon, just -- could you point out to Judge
19 Barnes where the utility intersections are shown on Exhibit
20 R-5?

21 A. On the bottom view in the grid, you'll notice that
22 there's tag lines that come off the top side of the grid,
23 and they have various labels. If you start at the left, the
24 first label is HDD entry point. At 0.73, it says, edge of
25 road; 0.83, Dunsinane Drive.

1 Those numbers are the number of feet in distance from
2 where the pipe enters -- the drill enters the ground. So
3 the first utility you encounter is 1.28, EX pipeline Sunoco
4 unknown. Next is a sanitary sewer at 1.93, then another
5 sanitary sewer at 2.19, so on and so forth.

6 What we do is we go out and we perform Design One Call
7 and locate all the utilities along the corridor of
8 construction. Surveyors shoot their location in and then we
9 have a better understanding from a subsurface utility design
10 standpoint of the feasibility of construction.

11 I guess my point is, you can see that it's extremely
12 congested with utilities in Boot Road as well right now,
13 pre-existing utilities.

14 Two of those pre-existing utilities are labeled on the
15 photo aerial view up top as "gas." Those are the existing
16 eight inch and 12 inch Sunoco pipelines.

17 One of those, we had to perform maintenance on for
18 Mariner 1, and we had to shut down a lane of Boot Road,
19 which caused a lot of traffic issues; as Mr. LaLonde pointed
20 out, heavily used roadway.

21 My concern is, because these pipelines run down the
22 edges of the road, the only place I could put two more
23 pipelines is in the middle of the road, which would require
24 a complete shutdown of Boot Road for open trench
25 installation.

1 That is highly unlikely for PennDOT to permit, and it
2 would be highly impactful for the community. It would
3 likely impact response times from the fire company to serve
4 the community, and I just generally didn't think it would be
5 accepted very well from a permitting standpoint.

6 Q. And just to be clear, if you were to open cut Boot
7 Road, where would the start point be and where would the end
8 point be?

9 A. It would be very similar to what you see at the HDD
10 profile, except that on the left drawing, we cut the corner,
11 to maintain our drill radius, we require an easement outside
12 of the pre-existing easement just to make the drill profile
13 work.

14 Instead of doing that, we would open cut Ship Road and
15 at the intersection of Ship and Boot, we would open cut Boot
16 Road all the way following east until we got to the entrance
17 of the pump station, and we would turn into the pump
18 station.

19 So we would have to shut down that entire, both roadways
20 for an extended period of time to construct not one, but two
21 pipelines.

22 Q. Can you point out where the fire department is on
23 this map?

24 A. If you look at the drawing on the right hand side,
25 at the very right edge of the aerial background, you'll see

1 a driveway and a building, a driveway entrance to the fire
2 station.

3 Q. And for the homes that are shown on this Exhibit
4 R-5, what is the most direct route for the fire department
5 to get to those homes in case of an emergency?

6 A. Boot Road.

7 Q. And if you open cut Boot Road and closed it, then
8 they would not be able to use that route; is that not
9 correct?

10 A. They would have to use an alternate route.

11 Q. Okay. Were there any other considerations
12 affecting the decision to move the valve to the Janiec 2
13 site?

14 A. Yes. So as I mentioned, we looked at multiple
15 techniques to get the pipeline in on the west side of the
16 pump station. We still had to solve the problem of getting
17 the pipeline installed on the east side of the pump station
18 and getting under Route 202.

19 We cannot get a permit from PennDOT to open cut a state
20 highway. We have to drill or bore underneath it at a
21 sufficient depth. So throughout 2015, we were performing
22 geotechnical analysis to look at what type of rock we were
23 going to have out there.

24 You'll notice, on the plan view drawing in the existing
25 pump station, at the southwest corner of the pump station,

1 there is a call-out for Geotech SB-03, and then another one
2 on the east side of Route 202, SB-04.

3 At the bottom left corner of the drawing, you'll notice
4 the Geotech call-outs for what type of rock we found there,
5 SM, which is a type of sandstone. Likewise on the right
6 hand side, SB-04, again, there's a call-out for SM, and it
7 showed the approximate level of topsoil and fill material.

8 That fill material is basically placed there when they
9 built the highway, and when construction of the highway
10 occurred, they likely, since it's a significantly lower
11 elevation than the current route profile, they likely did
12 significant excavation, possibly blasting. I don't know
13 about that. But it creates fractures, even when they
14 excavate to build the road.

15 So as you heard the township expert testify, when you
16 have unconsolidated rock or fractured rock, there's an
17 ability for the drilling fluid to find a crack in the rock
18 and go to the surface instead of coming back to the drill
19 pump. We call that an inadvertent return.

20 I could revisit the explanation of that, but I think
21 Your Honor understood what he was saying, or would you like
22 me to give you an overview of drilling?

23 JUDGE BARNES: I'm fine.

24 THE WITNESS: Okay. So basically, the water
25 and the clay will follow those cracks to the surface. Our

1 concern here was, from a radius of curvature standpoint and
2 from a safe drilling standpoint, we had two major hurdles.

3 In order to get the radius of curvature we
4 need to not overstress the pipe, we'd have to set the drill
5 machine back inside the pump station and have it exit on the
6 mid- to eastern side of Janiec new parcel.

7 In order to tie the pipe in to the -- let me
8 show you on this map, too -- so we'd have to set the drill
9 machine back here and pop out somewhere over here to
10 maintain the radius.

11 In order to tie in here, we'd have to dig a
12 vertical shaft to intercept that pipe after we pulled it
13 back through, potentially 30 feet deep, a shored excavation
14 vertical shaft to put people in the hold and weld fittings
15 up to bring the pipe back up to a depth to where it would
16 get into that site, not the safest working conditions.

17 Secondary concern is that the profile would
18 have a maximum depth of approximately 20 feet, which, as I
19 mentioned earlier, we have this rock that's basically
20 sandstone, unconsolidated sandstone, highly fractured.

21 My big fear from a safety standpoint is that
22 as the township testified, again, 70,000 cars coming up and
23 down that road at a high rate of speed, if that drilling mud
24 gets on the highway, we've got a serious safety issue, and
25 there's potential for that to happen.

1 BY MR. LEWIS:

2 Q. Mr. Gordon, if the Commission were to order the
3 valve to be sited on the SPLP use area today or at the
4 conclusion of this litigation, would that be prudent from an
5 engineering standpoint?

6 A. From an engineering standpoint, no. To install the
7 valve, you're saying, in that use area?

8 Q. Yes.

9 A. No, for the reasons we just discussed. The
10 feasibility of getting it in there is extremely difficult
11 and potentially unsafe.

12 Q. I think I may have skipped over this. Could you
13 just describe for the Commission what the purpose of the
14 valve is?

15 A. So as the pipeline is flowing from west to east, we
16 have pumps that move the product. We also have, at the
17 inlets, the on ramps/off ramps, we have metering that
18 monitors the mass coming in at each point and going out at
19 each point so we can always -- we have a computer that's
20 doing calculations on a fraction of a second basis to make
21 sure what goes in and what comes out equal.

22 In addition to that, we have pressure point stations
23 located at valve sites segmented throughout the line.
24 There's a federal requirement that you install main line
25 valves that, in the case of emergency, that you can isolate

1 the line quickly and minimize the amount of product that can
2 escape during that emergency.

3 So we perform studies, we analyze locations. As you get
4 to a more densely populated location, you include more
5 valves at a closer spacing to minimize the impacts of a
6 release.

7 The automated valves that we install -- let me back up.
8 So the computerized system, if it senses a change that's
9 unexpected from mass in to mass out, it can automatically
10 shut down the line and it will close each of these valves
11 and segment the line; same thing with the pressure stations
12 at each valve.

13 These valves themselves have computers on site that are
14 fully backed up, have their own power supplies, their own
15 backup power supply, so that if they see a pressure dip
16 below what they're expecting to see, they too can shut down
17 not just themselves but the entire pipeline, so it takes it
18 out of human hands.

19 Then we have an operator who's monitoring the line 24/7
20 in shifts who can also intervene and shut the pipeline down.
21 So the purpose of the valve is, in the event one of those
22 unplanned conditions occurs, to segment the line into
23 smaller sections, and that allows us to further assess both
24 where this condition may be occurring at and minimize the
25 impacts of that situation.

1 Q. In the company's view, would it be prudent to
2 construct the pipeline without having the valve?

3 A. No.

4 Q. There was testimony earlier today about the
5 automation of the valve, not this valve but the other two
6 valves in the settlement agreement. And I believe the
7 township's counsel asked various witnesses whether it was
8 necessary for the township to bring a claim before the
9 Commission in order to get that valve automated.

10 Was it necessary for the township to sue the company in
11 order for Sunoco to automate that valve?

12 A. In my opinion, no. Once the agreement was entered,
13 we fully intended to install a valve at the first
14 commercially reasonable opportunity, so one valve was wholly
15 owned on our property. We already had power and
16 communications at that site.

17 So all I needed to do was order the parts, get a permit
18 from the township and hire a contractor, and they were able
19 to install it quickly, as the township testified to.

20 The other site that they referenced in Thornbury, we did
21 not have an easement in place to get the power into the site
22 or the communications to connect it to the computerized
23 network, so although I could get the equipment quickly, I
24 had to go through the process of obtaining the easement for
25 that property to get the power and communication to the

1 valve, and the residents objected to the easement and fought
2 us for a pretty lengthy period of time before we were able
3 to acquire those rights. So we had every intention and were
4 working diligently to do so, but we had to wait for the
5 legal process to play out.

6 Q. Now, going back to the valve for ME-2, putting
7 aside engineering considerations that you just testified to,
8 as between the SPLP use area and the Janiec 2 site, which
9 site would have been preferred by the company for siting the
10 valve?

11 A. We would have preferred to have it in the SPLP use
12 area.

13 Q. And why?

14 A. Because when you can keep all your equipment on one
15 site, it's easier to maintain. It's less visual impacts to
16 the community, so we prefer to keep things out of sight, out
17 of mind. We knew that we had a difficult time on Mariner 1
18 in this community and the residents were -- there was a
19 strong -- these are residents opposed to the project, so
20 anywhere we could pacify concerns in the township, it was
21 our goal to do so and work diligently to try to do that.

22 Q. Which would have been less expensive or more
23 expensive for the company?

24 A. Well, we wouldn't have had to acquire additional
25 acreage on the adjacent site, so from that standpoint it

1 would have been cheaper to build in the SPLP use area.

2 Had we gone forward with open cutting, open cutting is,
3 for this particular area, approximately half the cost of
4 HDD. Normally it would be a bigger savings, but because
5 it's so congested and there are so many utilities, it would
6 be slow progress. So I think it would have been
7 significantly cheaper to build it at the SPLP use area.

8 Q. And from a scheduling perspective, which option
9 would have been better, putting aside engineering
10 considerations now?

11 A. Well, from a scheduling standpoint, with the rock
12 that we're seeing on the drill to the west, we're getting in
13 that area 60 to 100 feet of progress a day on the drill,
14 whereas traditional open cut, farm fields, we're probably
15 getting anywhere from two to three thousand feet a day.

16 Now, open cutting in these roadways, we probably would
17 have been lucky to get 300 foot a day. Now, that's an
18 oversimplification. When I say we're getting 60 foot of
19 drill progress a day, that's in one pass.

20 We actually have to make two to three, sometimes four
21 passes with that drill machine, so it's that 60 foot a day
22 times three to four passes. It's a dramatically longer
23 process than an open cut trench installation. So it
24 definitely costs a lot of money.

25 Q. Does Sunoco currently own the Janiec 2 tract?

1 A. Yes. That's my understanding.

2 Q. I'd like to show you what's been marked as Township
3 Exhibit 20, which is the condemnation for the Janiec
4 property.

5 JUDGE BARNES: I don't have a copy.

6 MR. LEWIS: Do you have multiple copies?

7 JUDGE BARNES: The court reporter doesn't have
8 a copy.

9 MR. BROOMAN: We didn't --

10 MR. SOKORAI: Oh, we didn't introduce it. We
11 just did the stipulation, is that --

12 MR. BROOMAN: Yes.

13 MR. LEWIS: I thought we had put it in.

14 JUDGE BARNES: I have Township 19. Am I
15 missing something?

16 MR. LEWIS: Township 20.

17 MR. SOKORAI: Your Honor, we have Exhibit 20
18 and we're happy to introduce it, but we stipulated as to the
19 date.

20 MR. LEWIS: This is the condemnation.

21 JUDGE BARNES: Right. Would you --

22 MR. LEWIS: I'd be happy to --

23 JUDGE BARNES: Let's do that.

24 (Pause.)

25 MR. LEWIS: Does anyone care that it's marked

1 Exhibit Township 20 and not a respondent exhibit?

2 JUDGE BARNES: I'm fine with it.

3 (Whereupon, the document was marked as Township
4 Exhibit No. 20 for identification, and was received
5 in evidence.)

6 JUDGE BARNES: Can I ask one quick question?
7 When you were referring to what you're currently doing, you
8 mean in the township to the west, when you referred to what
9 you're experiencing horizontally drilling now in a different
10 township?

11 THE WITNESS: Currently, there's a drill
12 machine at Ship Road that's drilling the opposite direction
13 of the drill that we're looking at here. It's drilling to
14 the northwest, up towards West Whiteland, and they're
15 getting about 60 feet per shift.

16 JUDGE BARNES: Okay. Thank you.

17 BY MR. LEWIS:

18 Q. I want to direct your attention to page 17 of
19 Township 20, and could you tell the Commission what property
20 was condemned by Sunoco and how Sunoco came to own the
21 Janiec 2 tract?

22 A. So specifically what was condemned was the
23 permanent easement for two pipelines immediately adjacent to
24 Boot Road. The approximate width I believe was 50 feet.
25 Let's see if the exhibit's in here for that permanent

1 easement.

2 (Witness perusing document.)

3 A. I don't see the certified plat attached, but the
4 permanent easement was 50 feet wide. It also included
5 temporary easement abutting the 50 foot permanent easement
6 for construction, as well as a portion of acreage on the
7 property for temporary work space to string out pipes to use
8 in the HDD process and to set the drill equipment up, and it
9 also included a permanent easement for the surface site of
10 the valve setting.

11 Q. Now, this condemnation occurred in May, correct?

12 A. It's stamped by the prothonotary for May 12, 2016.

13 Q. Now, does Sunoco own the property in fee now?

14 A. Yes. After this time, we did actually go back and
15 purchase the entire parcel in fee.

16 Q. And could you describe to Judge Barnes and the
17 Commission the negotiations between Sunoco and Traditions
18 and how it came to be that Sunoco acquired the entire
19 property in fee?

20 A. I'm sorry, you're talking about the negotiations
21 between Sunoco and Janiec?

22 Q. And Janiec, yeah, I'm sorry.

23 A. So originally we were trying to acquire the
24 easement, and in late twenty -- so our intention was to
25 build the pipeline as shown on the drawings you have with

1 the valve site close to Boot Road so that we would hug next
2 to Boot Road and not protrude into the Janiec parcel,
3 because they had the Traditions development upcoming that
4 they were still working to sell to that developer.

5 And in that process, I think they realized or the
6 developer realized that our temporary work space was going
7 to impact their ability to construct on their schedule.

8 We had heard testimony earlier, there was concerns from
9 the zoning meeting, and eventually it was approved, but
10 after that point, when they realized that we had the rights
11 to -- or we were condemning for the rights to construct,
12 that they wouldn't be able to build until after us, I think
13 that assisted in scaring off the developer from wanting to
14 pursue that development any further.

15 The Janiecs at that point were upset concerning, that
16 they lost potential development opportunities, so they
17 wanted us to basically buy the property, and we entered into
18 an agreement to try to make them whole, and we purchased the
19 parcel.

20 Q. What was the purchase price?

21 A. \$2.2 million.

22 Q. Would you have incurred that purchase price had you
23 been able to site the valve on the SPLP use area?

24 A. No.

25 Q. So you've been in the hearing room for all of the

1 testimony, correct?

2 A. Correct.

3 Q. And you heard Mr. LaLonde testify with regard to
4 various drawings which were dated March of 2015 with regard
5 to the valve?

6 A. I didn't see the drawings, but I did hear the
7 testimony.

8 JUDGE BARNES: What exhibits are you going --

9 (Pause.)

10 MR. SOKORAI: I think Township 6 is June of
11 '15. I think your R-5 is March of '15.

12 MR. LEWIS: I thought there was --

13 MR. SOKORAI: Your R-5 is the --

14 MR. LEWIS: Where's the erosion and sediment
15 application?

16 MR. SOKORAI: This one here, Township -- that
17 was June, and then your document here says March. That was
18 in the subsequent, more robust E&S binder, this profile
19 document that you're using at R-5.

20 MR. LEWIS: Oh, I see.

21 MR. SOKORAI: This was your initial E&S, the
22 subsequent big binder. That profile you've marked as R-5
23 would be in that binder.

24 MR. LEWIS: Okay.

25 BY MR. LEWIS:

1 Q. So we placed in front of you first, on the HDD
2 profile, the initial drawing date, that one's March of 2016,
3 and then on the --

4 MR. SOKORAI: Fifteen, right?

5 MR. LEWIS: No, this is '16 on mine.

6 THE WITNESS: No, the original date on R-5 is
7 March 2016. There's multiple revisions including moving the
8 drill entry/exit as late as May of this year.

9 BY MR. LEWIS:

10 Q. And then on the township exhibit, those drawings
11 are dated June of 2015; is that correct?

12 A. Which --

13 Q. I don't have it in front of me.

14 A. I don't have the township exhibit.

15 MR. SOKORAI: It's Township Exhibit 13.

16 MR. BROOMAN: Exhibit 13 shows a March, 2015
17 date.

18 MR. LEWIS: Oh, there we go. Thank you.

19 (General inaudible discussion.)

20 JUDGE BARNES: Hold on. We can't have
21 conversation from the audience.

22 BY MR. LEWIS:

23 Q. The Township Exhibit 13 -- (inaudible) -- date on
24 the second page, that is the second page with the photo.

25 (Pause.)

1 Q. So my question to you is pretty simple, Mr. Gordon,
2 and that is, did Sunoco consider siting the valve on the
3 SPLP use area after that March 2015 date?

4 A. Yeah, we were running parallel paths, trying to
5 analyze options to how best install it. We had looked at
6 this long drill, obviously there's a drawing that shows
7 that. We didn't get all of the utility locate data until
8 the fall/winter of 2015, and we still needed to perform
9 geotechnical analysis. I don't recall the dates we received
10 geotech.

11 Q. Did you receive instructions from Sunoco upper
12 management in 2016 and 2017 regarding the siting of the
13 valve?

14 A. Generally, they would prefer that we try to keep it
15 in the existing site.

16 Q. When did you have those conversations?

17 A. I don't remember specific dates.

18 Q. But what years?

19 A. We have a monthly meeting with upper management
20 where I had to present the status of the project, permitting
21 and design and now construction. So every month we would
22 meet, and this parcel, this area had come up on multiple
23 occasions, and they did at those meetings insist that we do
24 our best to try to keep the valve in the existing site.

25 Q. Did you hear Ms. Camp's testimony today?

1 A. I did.

2 Q. Do you agree with her that the settlement agreement
3 required the company to consult with the township prior to
4 making the engineering determination?

5 A. As I read the agreement, it stated we had to notify
6 them.

7 Q. Did you understand the settlement agreement to
8 require the company to provide documentation of the
9 engineering constraint to the township?

10 A. No, I don't see that in the agreement.

11 Q. And did you understand it to require the company to
12 submit plans to Richard Kuprewicz in connection with
13 relocation of the valve?

14 A. No. I don't see that specific requirement in the
15 agreement.

16 Q. And did you understand the settlement agreement to
17 require the company to obtain the township's consent if the
18 valve were going to be relocated?

19 A. No, it did not require consent.

20 Q. Did the company notify the township of its decision
21 to locate the valve on the Janiec 2 tract?

22 A. I believe so, yes.

23 Q. When, or when was the first time?

24 A. To the best of my recollection, the first
25 opportunity would have been the meeting that was discussed

1 previously in January 2016. As discussed, when that meeting
2 was requested by the township, we attended -- the attendance
3 list was relatively accurate that the township provided.

4 Our Percheron agent was the only one not named in their
5 description, and that was Shannon Gwin, S-H-A-N-N-O-N,
6 G-W-I-N.

7 And my recollection of those events differs slightly
8 from the township's, that yes, the fire chief had raised
9 concerns about the impacts of the Janiec 2 parcel on the
10 east side, and the township wanted to know, as they stated
11 specifically, what was going to happen there in terms of
12 construction and how that would impact that site.

13 And there were other agenda topics that we covered at
14 that time as well, including landscaping at the existing
15 Mariner 1 pump station.

16 So I viewed the drill, why we were drilling, where the
17 drill entry and exit locations were at, and the requirement
18 for the work space to perform those drills, the importance
19 of having the valve sites close to Boot Road to stay away
20 from the development itself of the property that was trying
21 to seek zoning approval.

22 And the reason I specifically remember referencing the
23 valve is because we prepared examples of what the valve site
24 fencing would look like.

25 We chose a more expensive architectural vinyl fencing

1 that has a faux stone finish to give a more aesthetic,
2 pleasing look, to match the level that Traditions was using
3 for their development so it would fit in with the aesthetics
4 of their landscaping.

5 And during that conversation, the solicitor had pointed
6 out that she really liked the brick wall that we put in at
7 the pump station next door, and why can't we just put brick
8 walls up. And I had to explain that we can't put brick
9 walls up there because -- there and the whole way around the
10 pump station because the brick walls require a concrete
11 footer foundation directly over the pipe, which would impact
12 our ability to maintain the pipe.

13 So we did agree at that time that I would take the
14 aesthetic appearance of the fencing that we were proposing
15 at the Janiec site and put it at the Mariner 1 pump station,
16 which we have subsequently installed around that site to
17 enhance the aesthetics for the neighbors along Mary Jane
18 Lane.

19 Q. Did you have any subsequent meetings with the
20 township at which you discussed the siting of the valve?

21 A. Well, prior to subsequent meetings, there were
22 additional forms of notice that the township received in
23 2016. As part of our permitting process with DEP, under
24 105, I believe it is, or 102, rather, there's an Act 167
25 process where you have to either get concurrence from the

1 township that your designs meet their stormwater
2 requirements or get a stormwater, in this case, erosion and
3 sedimentation permit -- different townships call it
4 different things based on their model ordinance -- get their
5 approval for a permit for their local requirements in
6 regards to stormwater.

7 At this particular site, we submitted a package for
8 review as the township testified earlier in 2016, and his
9 engineer approached him saying, "Hey, there's this
10 impervious surface for a valve site." That's accurate. We
11 did submit that package in 2016 showing that impervious
12 surface for the valve site.

13 And then again, we re-submitted those materials in the,
14 I want to say February, January -- early part of this year
15 with updated designs based on feedback from the DEP
16 permitting process. We got our permits in February, so we
17 had to modify the application package for the township for
18 their local ordinance requirements as well.

19 So they got an update package showing now the location
20 of the block valve, the impervious surface and the access
21 road to get into the valve site, which we then had to change
22 again to a vegetated block site.

23 While negotiating the requirements of the township's
24 ordinances and minimizing stormwater runoff, we determined
25 that stone would be required, a large retainment of that

1 stormwater runoff, so instead of using permanent stone, we
2 used a geotextile material mixed with soil and stone that
3 has more permeability and creates less water runoff, and
4 then we amended the plan and submitted that final approved
5 design and received the township's permit.

6 So there was notices informally there of the actual
7 plan, of what we intended to do with the township engineer,
8 which we heard earlier the township manager said the
9 township engineer brought to his attention.

10 And then more recently in March, we had a sit-down
11 meeting with the township representatives about this valve
12 site.

13 Q. So could you just briefly describe the March
14 meeting, first of all, when it occurred, and who was there
15 and what was discussed?

16 A. I don't have the specific date in front of me. My
17 recollection on the Sunoco side was myself, Kathleen Shea
18 Ballay, S-H-E-A, B-A-L-L-A-Y. I believe Joe McGinn was
19 there, and on the township side I believe Casey LaLonde was
20 there, Kristin Camp. I believe there was someone else on
21 the township side as well, but I forget who off the top of
22 my head.

23 MR. SOKORAI: Can we just clarify what year
24 we're talking about?

25 MR. LEWIS: Twenty-seventeen.

1 THE WITNESS: Twenty-seventeen, March 2017.

2 BY MR. LEWIS:

3 Q. What was discussed at that meeting?

4 A. We discussed, the main focus was the valve site
5 again. We were questioned, could we put it into a vault to
6 get it below the ground, with the line of questions the
7 manager had asked, aesthetically what we were going to do,
8 what impacts would that have on the resulting development of
9 the site.

10 So we went through the more current design where the
11 valve is located on the property now or expected to be, and
12 we were talking about upcoming issues in relationship to the
13 settlement -- or, I'm sorry, to their PUC filing opposing
14 the valve.

15 Q. Did you tell the township at that time the reasons
16 why the company was siting the valve on the Janiec 2 tract?

17 A. I did.

18 Q. Mr. Gordon, does the company have all the permits
19 it requires to do the work on the Janiec 2 tract?

20 A. Yes.

21 Q. I've provided you with a copy of a document that's
22 been pre-marked Exhibit R-8. Can you identify that document
23 for the record?

24 A. Under Chapter 102, this is the erosion and sediment
25 permit that was issued by the Pennsylvania Department of

1 Environmental Protection for this project for Chester and
2 Delaware Counties.

3 Q. Could you turn to page four of the document and can
4 you tell us whether the document indicates whether West
5 Goshen Township received a copy of it?

6 A. On the fourth page, West Goshen is listed on the cc
7 list for February 13, 2017, and this document would have
8 referenced all the permit application materials posted on
9 the department's web site including the E&S plan sheets that
10 show the design of the site at that location.

11 Q. Mr. Gordon, I placed before you Exhibit R-9. Can
12 you please identify what Exhibit R-9 is?

13 A. Exhibit R-9 is the water obstruction and
14 encroachment permit issued by the Pennsylvania Department of
15 Environmental Protection for this pipeline project,
16 including Chester County.

17 Q. Can you tell us whether West Goshen Township was
18 cc'd on this document?

19 A. On the second page, West Goshen is listed as copied
20 on the permit, February 13, 2017.

21 Q. Could you please identify Exhibit R-10 for the
22 record?

23 A. R-10 is the West Goshen Township construction
24 authorization permit in accordance with Pennsylvania Act 45,
25 1999.

1 Q. And what is the date of that permit?

2 A. It's dated June 6, 2017.

3 Q. Could you read into the record the description of
4 proposed work?

5 A. Installation of the Sunoco PA pipeline project.
6 Pipe will be installed via horizontal directional drill,
7 also notes HDD, for most of the length within West Goshen.
8 There will be a vegetative block valve pad installed east of
9 Route 202 along Boot Road. In accordance with post
10 construction stormwater management plan report and plan
11 dated June 2, 2017 and erosion and sediment control report
12 and plan dated February 2017.

13 So this is the result of those previous submissions I
14 referenced earlier when we applied for the permit in 2016
15 and then updated the application in 2017. It was ultimately
16 issued in June of 2017.

17 Q. Has the company commenced work on the Janiec 2
18 tract?

19 A. Yes.

20 Q. What is the current status of the work?

21 A. As described earlier, I believe Mr. LaLonde said
22 that we used a brush hog to basically mow the brush there.
23 You have to mow the brush before you put down the erosion
24 and sedimentation control devices so that they can lay flat
25 and properly perform their functions.

1 That's also recognized in the PA DEP permits
2 construction sequence. The only time you put controls down
3 before you clear the brush is when you're on a steep slope,
4 and as you can see in the pictures, this lot does not
5 constitute a steep slope.

6 So they used that mowing attachment to mow down the
7 brush on site, and then they installed the erosion and
8 sedimentation control devices, the silt socks around the
9 perimeter on the down slope sides where they belong, per the
10 approved township permit drawings.

11 We also installed a rock construction entrance off of
12 Boot Road so that the equipment could access the site
13 without using the driveway from the fire department that
14 crosses over our parks R-easement -- I'm sorry, our fee
15 owned parcel.

16 Q. I'm going to give you a set of photos that have
17 been marked Exhibits R-11, R-12, R-13, R-14 and R-15, and
18 could you describe what is shown by each photo, and also
19 point out which photo shows the driveway you constructed?

20 A. Okay. I'm currently looking at photo R-11. R-11
21 is on the Janiec 2 parcel, approximately here, looking
22 towards the road, somewhat in a southeasterly direction.

23 You can see that there's still some grass present, that
24 it has been mowed. The mulch debris was moved over into
25 piles to be loaded out.

1 You can somewhat in the center of the picture partially
2 see the construction entrance. You can also see cones along
3 the road.

4 R-12 is taken from the same general area, only it's
5 facing north at this location that I'm pointing to on the
6 map. It shows the buffer signs that we warn the contractors
7 about for aquatic resource areas, and you can see our silt
8 socks in the background, our erosion and sedimentation
9 devices have been installed on the down slope side.

10 R-13 is on the southeast portion of the parcel. It's
11 facing towards the fire hall, so somewhat east, and you can
12 see there, again, the silt sock has been installed.

13 R-14 is another picture looking towards the northeast
14 section of the area that we cleared on the property, showing
15 the silt socks that have been installed.

16 R-15 is, again, from the southeast side, closer to the
17 fire department, looking almost west at Boot Road where you
18 can see our temporary rock construction entrance coming off
19 of Boot Road.

20 Q. Has the company proceeding to clearing and grubbing
21 on the site?

22 A. Yes, we've grubbed and mowed all the vegetation
23 down -- well, only in the area of construction, yes, not the
24 entire parcel.

25 Q. I've put up on the easel the plot for the

1 Traditions development. Can you show on that plot how much
2 of the land has been cleared by the company versus how much
3 would have been cleared for the Traditions site?

4 A. Starting in the corner at the intersection of 202
5 and Boot, we cleared along this property line, came across
6 in this direction and then cleared down this direction, so
7 this basic are that I'm outlining with the pointer.

8 Q. So which development would have consumed more --

9 A. The Traditions --

10 Q. -- natural resources?

11 A. The Traditions development is slightly less than
12 double the size of the area that we cleared.

13 Q. And just so that Judge Barnes is clear on this, can
14 you show is where the driveway is for the fire department
15 and can you show us now where the temporary driveway is
16 that's going to be used for the company's construction
17 activity on that site?

18 A. I believe, as previously shown, the township
19 driveway for the fire department is right here, and our
20 construction access is over here.

21 Q. Now, did the company ever block the egress from the
22 fire department?

23 A. They did deliver a piece of equipment and when they
24 delivered that piece of equipment, it was like a large
25 pickup truck with a trailer on the back with a skid-steer

1 piece of equipment with, as the township described, like a
2 brush hog style piece of equipment on the front of it.

3 So the gentleman pulled forward and then backed in on
4 the, I guess, west side of the driveway, not fully
5 obstructing the driveway but paralleling the curb line so
6 that he could offload the piece of equipment and put it on
7 the property to start preparing the vegetation clearing
8 work. And then once the equipment was offloaded, he moved
9 the vehicle.

10 Q. Did anyone from the fire department ever complain
11 to you about the company blocking the egress?

12 A. Not that I'm aware of.

13 Q. Can the company perform work on the site without
14 blocking the egress?

15 A. Yes, and now that we have an additional temporary
16 construction entrance installed, we can utilize with a right
17 turn right out -- in and out, rather.

18 Q. I believe it was Mr. LaLonde who testified that
19 because the Traditions development was going to be an
20 independent living facility, that he did not foresee much
21 traffic coming to it. When the valve is constructed, how
22 much traffic will go to the valve?

23 A. Well, I think you'd have to back up and look at
24 construction versus use. So they're showing the same
25 ingress/egress points that we are in some of our materials.

1 They were showing using the same location driveway to access
2 the parcel, so they did talk about putting safety gates in,
3 but those don't get put in until after the site's
4 constructed.

5 So it has the same construction access, ingress/egress
6 concerns that the township highlighted, except now that
7 we've moved ours to the Boot Road location that I showed you
8 earlier.

9 In terms of final use, these valve sites get inspected
10 once per week. A person, an employee in a pickup truck
11 pulls into the site and they do a visual, sight, sound and
12 smell at the location. So once per week, it's limited use,
13 emergency use driveway.

14 Q. Mr. Gordon, when is the company hoping to put the
15 Mariner East 2 pipeline in service?

16 A. Our current construction schedule, we're targeting
17 commissioning the line in October.

18 Q. And if work is stopped during the pendency of this
19 litigation, how will that affect the completion of the
20 pipeline?

21 A. Well, if construction stops, it causes a delay in
22 the back end. We've invested over a billion dollars at this
23 point, so clearly we'd like to get a return on that
24 investment. Any delay delays the return on that investment,
25 and delays the project execution and deliverable -- the

1 pipeline has to be complete in order for us to transport
2 product safely.

3 Q. Would delay impact parties other than Sunoco?

4 A. It will delay the producers out at the western part
5 of the state that are developing the material from the two
6 shale areas and it will delay the shippers who have
7 committed to volumes to ship the materials to the
8 marketplaces, very similar like the opportunity -- well,
9 problem that arose on Mariner 1 that the project solved, the
10 polar vortex, when there was a shortage on propane.

11 There hasn't been a shortage on propane since the
12 Mariner 1 went in. Now we have additional ability to supply
13 more products when these lines are completed.

14 Q. And what would the impact of delay be on consumer?

15 A. Those raw materials couldn't be produced into
16 manufacturing goods. Those fuels wouldn't be able to get to
17 the marketplace.

18 (Pause.)

19 MR. LEWIS: We skipped one exhibit.

20 BY MR. LEWIS:

21 Q. Can you identify Exhibit R-16?

22 A. That's an aerial photograph of the fire department.

23 Q. And do you see the two green arrows?

24 A. Yes.

25 Q. And what do the two green arrows show?

1 A. Driveways for the fire department's use.

2 Q. And will it be necessary for the company to use
3 those driveways for the construction going forward?

4 A. No.

5 MR. LEWIS: Your Honor, I have no further
6 questions for my witness at this time and I would move the
7 admission of all of the respondent's exhibits.

8 JUDGE BARNES: Any objection?

9 MR. SOKORAI: Only to photographs, to the
10 extent that the date hasn't been established, but once we
11 can clarify that, I don't think we have any.

12 JUDGE BARNES: Sure. Did you take these
13 photographs, R-15, R-14, R-13 --

14 THE WITNESS: They were taken under my
15 direction last Thursday.

16 JUDGE BARNES: What day is that?

17 MR. BROOMAN: Thirteenth.

18 JUDGE BARNES: July 13th?

19 THE WITNESS: Correct.

20 JUDGE BARNES: Okay.

21 MR. SOKORAI: Then no objection.

22 JUDGE BARNES: All right. Respondent's
23 exhibits are admitted, up through R-16.

24 (Whereupon, the documents were marked as Respondent
25 Exhibits Nos. 3, 4, 5, 8, 9, 10, 11, 12, 13, 14,

1 15 and 16 for identification, and were received in
2 evidence.)

3 JUDGE BARNES: I just want to say, as an
4 aside, the lights may go off at six p.m. Do you have --

5 MR. SOKORAI: Hopefully we will be able to get
6 done.

7 JUDGE BARNES: Good. Do you have cross-
8 examination?

9 MR. SOKORAI: We do. I know we are limited on
10 time, but may we take just five minutes before we kick off?

11 JUDGE BARNES: All right.

12 MR. SOKORAI: I don't think it will impact --

13 JUDGE BARNES: Fair enough.

14 (Recess.)

15 JUDGE BARNES: Mr. Gordon, I remind you that
16 you are still under oath. Thank you.

17 MR. SOKORAI: Thank you, Your Honor.

18 CROSS-EXAMINATION

19 BY MR. SOKORAI:

20 Q. Mr. Gordon, were you involved in the negotiations
21 that led to the settlement agreement?

22 A. Some of them, yes.

23 Q. Which ones were you involved in?

24 A. Mr. Slough had asked me a lot of questions from
25 technical and construction aspects of the project, and I did

1 attend one of the meetings, I think it was in Blank Rome's
2 office down in Philadelphia where Mr. Brooman and Mr.
3 LaLonde were present.

4 Q. Okay. And what was the purpose of you being at
5 those meetings?

6 A. To help provide answers to any technical questions
7 relative to construction or design of the project.

8 Q. Did you review the settlement agreement before it
9 was executed by both parties?

10 A. I had seen versions of the settlement agreement
11 throughout the process off and on.

12 Q. Do you know if you saw the final version of the
13 settlement agreement?

14 A. Yes.

15 Q. Did you see the diagrams that were attached to the
16 settlement agreement?

17 A. I probably did. I don't recall them specifically.
18 If you have them --

19 Q. Were you the person who selected the SPLP use area
20 for use in the settlement agreement?

21 A. Yes.

22 Q. Now, the settlement agreement is dated, was
23 executed by Sunoco in April of 2015, correct?

24 A. I believe so. I don't have it in front of me.

25 Q. Now, we have seen drawings and plans prepared by

1 Tetra Tech for Sunoco in as early as June of 2015 showing
2 locations for the valve station not on the SPLP use area,
3 correct?

4 A. I believe so.

5 Q. In fact, those drawings show that the valve station
6 goes on the Janiec 2 property, correct?

7 A. Yes.

8 Q. Now, you have not come here and provided us with
9 any plans or drawings or diagrams that depict any potential
10 placement on the SPLP use area as agreed, have you?

11 A. No. What I did was explain the challenges in
12 constructability of doing so.

13 Q. Well, you said that there was computer models where
14 this information gets plugged into?

15 A. When the HDD design is finalized or prior to
16 finalizing, they run a stress calculation on what the pipe
17 will see before it's finalized.

18 Q. Now, you haven't brought any of the results of
19 those computer models for the HDD pipeline at this location,
20 have you?

21 A. No, sir.

22 Q. Okay. Did you run them for the SPLP use area as
23 well as the Janiec 2 tract?

24 A. No. When the alignment was going through a house,
25 we didn't feel the need to pursue that one -- well, I should

1 say it's more so, since it was going to go through a house
2 and since we had the inability to make the pullback pipe on
3 the property line up with the HDD to actually pull the pipe
4 into the ground, there was no point in actually reviewing
5 the HDD analysis further. The better alternative at that
6 point was feasibility of open cut construction.

7 Q. When did you first realize that you would have to
8 go through a property with a residence on it?

9 A. I don't know the exact date.

10 Q. Well, estimate for us.

11 A. I can't give you a good estimate. I don't know
12 specifically when that happened. I would say probably 2015,
13 2016 time frame.

14 Q. Okay. Well, let's focus on, early as we can in
15 2015, all right. The computer models, do you know when the
16 computer models were run?

17 A. As I mentioned, there wasn't a computer model run
18 for that because of the house.

19 Q. Because of the house. So when was the computer run
20 for the Janiec 2 tract?

21 A. For the existing one?

22 Q. Yes.

23 A. I don't know the specific date, because I usually
24 don't review the models. My engineering firm reviews it and
25 their PE seals off on the drawings.

1 Q. Well, I mean, you're relying on those types of
2 computer models to come into court and tell us about the
3 engineering benefits of one place over the other, right?

4 A. I'm relying on the PE that stamps the drawings --

5 Q. On what?

6 A. I'm relying on the professional engineer that
7 stamps the drawings, who properly have analyzed that and
8 have run those models, yes.

9 Q. Oh, so you don't yourself interpret that material?

10 A. The computer models?

11 Q. Yes.

12 A. No.

13 Q. Okay. And you don't have a copy of them here?

14 A. No.

15 Q. You didn't think they'd be relevant for the Court
16 to see?

17 A. I didn't bring them.

18 Q. So we didn't bother to do the computer models for
19 the agreed upon site. Now, we did talk about drawings and I
20 believe you said the plans were developed in parallel,
21 correct?

22 A. Yes.

23 Q. So we have the March '15 profile drawing that
24 shows, the March 2015 profile drawing that shows the Janiec
25 2 tract. I think R-5 is one. The parallel plan that you

1 said was being developed for the Boot Road area, where is
2 that?

3 A. There's not a plan like this one. We did some KMZs
4 where we modeled what the radius of curvature would look
5 like. The consultant did the modeling. We reviewed them
6 from a feasibility standpoint on what we called a MOC call.
7 It's a management of change call where we review the project
8 designs every Thursday since 2014.

9 So the engineers step me through what they've done on
10 that call and determine what feasibility they see or don't
11 see in a given change to the project, and then based on
12 their recommendations, we make a decision on how to proceed.

13 And then if there's items that are of a larger nature
14 beyond my delegation of authority, as I mentioned earlier,
15 there's a monthly meeting with senior management where I
16 present options to pick from and get their input as well in
17 the decision making process.

18 Q. Now, it was based on the input from these
19 consultants at these meetings that you didn't bother to make
20 the alternate drawing for the parallel plan, putting it
21 through the SPLP use area, correct?

22 A. There was KMZs, which is basically a Google Earth
23 mapping system where we review the feasibility in that
24 platform before we go to the time and expense to produce
25 this type of a drawing, because it's a system that has to

1 produce thousands of drawings. Changes to each one can have
2 a cost associated with it and have a ripple effect on the
3 stationing throughout the entire project.

4 Q. I understand. So those KMZs were done before this
5 profile was drawn?

6 A. Yes.

7 Q. Okay. So this profile was drawn in March of 2015?

8 A. You're talking about R-5?

9 Q. Yeah, I think it was R-5, I think specifically --
10 yeah, it's our exhibit, Exhibit 20 -- I'm sorry, hold on one
11 second.

12 A. Your exhibit shows the original revision per review
13 of March '15, and then it has subsequent revisions up
14 through --

15 A. Right.

16 Q. -- 2016, and that's Township Exhibit 13, right?

17 A. Let me see.

18 Q. It's on the front page of the --

19 A. Yes, that's correct. Yes, sir.

20 Q. Township 13, okay. So what I'm saying is, all
21 those KMZs were done before --

22 A. We do the KMZ before we do --

23 Q. Do the drawing --

24 A. -- put it into a final construction drawing.

25 Q. So my point is, if the settlement agreement is

1 being executed, it's being negotiated in February and March,
2 2015, right?

3 A. I believe so.

4 Q. And the settlement agreement is executed by Sunoco
5 in April of 2015, correct?

6 A. I believe that was the date we discussed earlier.

7 Q. The township signs it May of 2015, correct?

8 A. I believe so.

9 Q. PUC approves it after that, right, late May or June
10 of 2015, right?

11 A. I believe so.

12 Q. But all the while, the KMZs were already run and
13 performed and so that Sunoco knew that it wasn't going to
14 put the on valve station on the SPLP use area because it
15 didn't even bother to draw plans, correct?

16 A. I was actually pushing my engineers to continue to
17 try to find a feasible way to make it work, and they kept
18 coming up with roadblocks as to why different options would
19 not work throughout that time, yes.

20 Q. So I just want to clarify, then, at the time the
21 settlement agreement was being negotiated, Sunoco, their
22 project manager, the guy in charge of everything, didn't
23 think, or his engineers didn't think they could do what
24 they're representing that they're going to do in the
25 settlement agreement, correct?

1 A. In terms of in the settlement agreement, we knew we
2 had to site a valve, and that if we couldn't put it in that
3 site, we would notify the township, so the valve was a known
4 and the design that looked like the most feasible was to go
5 in the Janiec 2 parcel.

6 Q. So you say you're going to notify the township,
7 okay. Now, so you know in pre -- while the settlement
8 agreement is being negotiated, you knew it wasn't likely
9 that it was going to go where you put it in the settlement
10 agreement, but you didn't notify the township at that time,
11 correct?

12 A. Me personally, no.

13 Q. Did anybody from Sunoco?

14 A. I don't believe so.

15 Q. Now, we talked about all those other dates
16 associated with the execution of the settlement agreement.
17 No written notice during any of those dates, correct?

18 A. Not that I'm aware of.

19 Q. No verbal notice from you, correct?

20 A. Not from me.

21 Q. So now later in 2015, by September of 2015, you've
22 decided you know it's going at the Janiec 2, right?

23 A. I'm sorry, you said September?

24 Q. Yes.

25 A. I think we had plans from them. There was still

1 the monthly meetings with management telling me, you know,
2 to try and get it to work at the existing site, that their
3 preference to have it at the other site, as was mine.

4 Q. So this --

5 A. We didn't give up on it at that point, but it was
6 looking like that was the way -- at that point, and I said
7 this earlier, I'm not sure if you caught it, I didn't have
8 all of my subsurface utility locates completed yet, because
9 those tell me the feasibility of the drill that ultimately
10 we're going with here.

11 I didn't get the subsurface utility locate data until
12 the fall of 2015, up into the winter of 2015, so
13 approximately November time frame. And likewise, I didn't
14 have all my geotech back.

15 So at that point, until I have all my utilities located
16 in the work spaces and until I have my geotechnical data
17 back, I don't have a final design. I have a concept design
18 that no PE is even going to stamp until they get that data
19 to look at and review.

20 Q. But you didn't even have a draft design, did you,
21 for anybody --

22 A. For the alternates you're talking about, or for --

23 Q. For the agreed upon location.

24 A. Just the KMZs.

25 Q. What?

1 A. The KMZs that we talked about the desktop analysis
2 in the weekly review meeting.

3 Q. You did run KMZs for the alternate location?

4 A. So KMZs --

5 Q. I'm sorry, for the SPLP use --

6 A. -- is the name of a file from Google Earth that we
7 use, as I testified earlier, where we reviewed it on a
8 mapping tool from that level.

9 Q. So the KMZs were done before March of 2015?

10 A. Probably, yes.

11 Q. And you've had multiple meetings with your
12 professionals --

13 A. Yes.

14 Q. -- and your superiors throughout 2015 where you
15 were still going to try and you're doing everything you can
16 to make the agreed upon area work, correct?

17 A. Yes.

18 Q. Do you have minutes of those meetings?

19 A. I doubt it.

20 Q. Do you have emails confirming those meetings?

21 A. There's probably some emails confirming my attempts
22 to continue to make the Janiec parcel work between the
23 consultant and I.

24 Q. Did you bring any of those here today to help shed
25 light on --

1 A. No.

2 Q. -- your efforts to do this?

3 A. I did not.

4 Q. So now we get to September of 2015, and you said a
5 little bit later, into the fall, and now you said you've
6 done these soil studies, and in your mind you've determined
7 it's not going to go in the SPLP use area?

8 A. Well, I think at that point I know that the drill
9 in the Janiec 2 property is going to work, and I have the
10 geotech that we pointed out earlier to show that the drill
11 underneath 202 in the use parcel is in a zone of fractured
12 rock and likely to cause an inadvertent return and create a
13 safety issue.

14 So at that point, I know that it's not a good path
15 forward to use the SPLP use area in the end of 2015.

16 Q. Where is the analysis that says that's not good?

17 A. Well, is the analysis of the geotech or --

18 Q. Yes, everything that you relied upon by that time
19 in September of '15 that said this was not a good location
20 to do it, where is all that stuff?

21 A. Well, you can see the geotech results here on the
22 drawings that we've shown. As far as the analysis, there's
23 probably some correspondence between the consultant and I.

24 Q. Never gave that to the township, correct?

25 A. No.

1 Q. You don't have it here for the Court today,
2 correct?

3 A. I do not.

4 Q. Okay. So whatever's on this document is what we
5 can go on that there's geotech issues on the site that you
6 believe made Janiec 2 a better site than SPLP?

7 A. Yes, because we're significantly deeper on the
8 current profile and below those fracture zones on the
9 current drill, thereby eliminating the risk of that
10 inadvertent return to come up on the highway or next to the
11 highway.

12 Q. Okay. Now, by January 2016, you've known that
13 you're going to do it at the -- you're going to put the
14 valve station at the Janiec 2 site, right?

15 A. Yes.

16 Q. And what you're saying is that you gave notice of
17 putting the valve at that meeting with Kristin Camp on
18 January 22, 2016?

19 A. Yeah, my recollection was we did discuss having the
20 valve at that site at that meeting.

21 Q. Now, did you send a confirming letter?

22 A. No.

23 Q. Did you send an agenda?

24 A. No.

25 Q. Did you provide a plan for anybody at that meeting

1 showing that valve station?

2 A. I believe we did have a drawing. I don't recall
3 the specific exhibit.

4 Q. I would like to point your attention to a drawing
5 that we've marked as Township Exhibit 3. I think you should
6 have it up there but I'm happy to walk up --

7 A. If you could. I don't see a copy of it.

8 Q. You do see a copy?

9 A. I do not.

10 MR. SOKORAI: If you don't mind, Your Honor,
11 I'll just walk up -- Township Exhibit 5, I'm sorry.

12 BY MR. SOKORAI:

13 Q. Township Exhibit 5, does that look familiar?

14 A. Yeah, this looks like the level of mapping that we
15 would review with the townships.

16 Q. And of course, there's no valve station depicted on
17 there, correct?

18 A. I do not see one.

19 Q. There's not --

20 MR. SOKORAI: Your Honor, I have another copy
21 right here.

22 JUDGE BARNES: No, I have it.

23 MR. SOKORAI: The tan one.

24 JUDGE BARNES: I've got it. Go ahead.

25 BY MR. SOKORAI:

1 Q. So we just noted that there's no valve station
2 depicted on there, and you said typically there wouldn't be,
3 right?

4 A. Correct.

5 Q. Why not?

6 A. Well, because these documents are ones given to the
7 township that become publicly discovered information, so we
8 try not to put location of sensitive pipeline equipment on
9 documents for public disclosure.

10 Q. So we're trying to retain information from going to
11 the public. In addition to not being depicted on here,
12 there's no notice on here that a valve station would go on
13 any location other than the SPLP use area; is that correct?

14 A. There's no note delineating a valve on this
15 drawing.

16 Q. Now, you could have put that on this drawing
17 without revealing any sensitive information to the public;
18 is that correct?

19 A. Put it on the drawing?

20 Q. You could have wrote on here that, "Please note
21 that this will require a valve station not at the agreed
22 upon SPLP use area," correct?

23 A. I believe if we had, then it would be discoverable.
24 It would have been public information.

25 Q. So it would be contrary to your position at Sunoco

1 to allow the public merely to know that the valve station
2 was not going to go where it was agreed, without even
3 providing an alternate location?

4 A. It's actually very similar to the way the Pipeline
5 Hazardous Materials Safety Administration mapping system
6 works. The level of resolution that we provide doesn't show
7 the specific location of the pipe from a roughly 20,000 foot
8 view. It shows approximate locations of the pipeline.

9 The way we handle pipeline location is primarily through
10 the One Call system. When someone places a One Call for
11 work on a parcel, we come out and we flag it out on their
12 property individually. We don't publicly disseminate the
13 specific location of the pipeline or the equipment.

14 JUDGE BARNES: That's enough. I think you
15 answered the question sufficiently.

16 BY MR. SOKORAI:

17 Q. Sunoco in fact submitted an erosion and sediment
18 control plan in February of 2017; did it not?

19 A. That was the second submission in accordance with
20 Act 167. There was an earlier submission in 2016.

21 Q. In 2016?

22 A. Yes.

23 Q. So we have an erosion and sediment control plan
24 that was submitted, civil plans, in January 2017, correct?

25 A. If your plans have a date, the plan date --

1 Q. Well, they're dated September 15.

2 A. I don't remember the exact date of the submission.

3 Q. Well, I guess my point is, you did submit the big
4 binder just like this one --

5 A. Yeah, we actually submitted multiple times, yes.

6 Q. And that's not submitted under seal, correct?

7 A. The erosion and sedimentation control plans?

8 Q. Yes.

9 A. No.

10 Q. And in fact, there's multiple, multiple tabs in
11 here that have specific information about the pipeline,
12 correct?

13 A. They typically show the limits of disturbance and
14 the placement of erosion and sedimentation controls, which
15 watersheds could be affected by surface water runoff, what
16 those watershed characteristics are.

17 We don't show the pipe location in the erosion and
18 sedimentation control plan that I recall.

19 MR. SOKORAI: All right. I guess we should
20 mark this. The next township we haven't marked yet -- why
21 don't we just to 21, to be safe.

22 MR. BROOMAN: It's 22.

23 MR. SOKORAI: Twenty-two, Township Exhibit 22
24 is a full copy of the erosion and sediment control binder.
25 I didn't bring multiple copies of the erosion and sediment

1 binder. I don't think we have to put it into evidence per
2 se. I'm going to show it to counsel here and just have
3 testimony on it. I believe that would be sufficient, and if
4 not, we can deal with it.

5 JUDGE BARNES: Can you say again what it is?

6 MR. SOKORAI: It's an erosion and sediment
7 control plan from the Pennsylvania pipeline project,
8 southeast region: spread six, February 2017.

9 JUDGE BARNES: February --

10 MR. BROOMAN: Your Honor, it's the t
11 application that was submitted in furtherance of the DEP
12 permits that we're introducing into evidence. This is the
13 full application.

14 THE WITNESS: I'm sorry, for DEP or for the
15 township permit?

16 MR. SOKORAI: That was submitted --

17 THE WITNESS: I'm sorry, you're talking about
18 the township --

19 JUDGE BARNES: He said -- keep your voices up,
20 please. I think he said --

21 MR. SOKORAI: My understanding, it was
22 submitted to the township.

23 JUDGE BARNES: The township.

24 MR. SOKORAI: Correct.

25 THE WITNESS: Okay.

1 JUDGE BARNES: And it's dated, again, February
2 6, 2017?

3 MR. SOKORAI: Just February 2017. There's no
4 specific day there.

5 JUDGE BARNES: Okay. I didn't hear you.

6 BY MR. SOKORAI:

7 Q. Now, I will approach with this binder. Right in
8 here, isn't this the very profile diagram that we've been
9 talking about, that was marked as Township Exhibit --
10 Respondent's R-5, and now --

11 (Pause.)

12 A. Yes. It does have the same HDD drilling plan that
13 shows the alignment of the HDD itself.

14 Q. I'm sorry, that's the same information as Township
15 13, correct? I'm showing you Township 13. That's the same
16 document?

17 A. I'm sorry, I --

18 Q. Take your time.

19 (Pause.)

20 A. They appear to be the same, and both do show the
21 valve location.

22 Q. And that was not submitted under seal or any
23 confidential stipulations, correct?

24 A. I don't recall if it was or if it wasn't.

25 Q. Is there anything indicated on the binder that

1 we've marked as Township Exhibit 21 (sic) that indicates
2 that it's submitted under seal or confidential or otherwise?

3 A. I don't see that the binder contains the cover
4 letter citing any protections for us. Typically we would
5 supply a cover letter along with the application submission.

6 Q. Okay. So you indicate then that you brought the
7 diagram that we've marked as Township 5, looks like the
8 document that you had given at a township meeting, like Ms.
9 Camp said she got at that township meeting in January of
10 '16, correct?

11 A. I'm sorry?

12 Q. Bad question. You indicated that Township 5 looks
13 to be like what you would give a township at a meeting such
14 as the January 20, 2016 meeting, correct?

15 A. Township 5 looks like what we typically give
16 townships, correct.

17 Q. Okay. Now, what you're saying, though, is beyond
18 the writing that you gave them, the written plan, you gave a
19 verbal explanation that a valve station was going to go
20 there?

21 A. That's my recollection.

22 Q. All right. But you chose not to confirm that in
23 any way in writing to make sure that there's no
24 misunderstanding, right?

25 A. Correct.

1 Q. And you chose that because you didn't want that to
2 be public as well?

3 A. At that time, no. Design -- there goes the lights.

4 MR. SOKORAI: You weren't kidding. Hey, I
5 still have light, though. Do you still have power?

6 JUDGE BARNES: How much time do we expect, or
7 should we continue until tomorrow?

8 MR. SOKORAI: I honestly don't think there's
9 two much more.

10 JUDGE BARNES: All right. Then let's speed it
11 up.

12 THE WITNESS: To answer that, that's -- you
13 see in your own application document that you produced, we
14 did show the location of the valve in that application with
15 the township engineer.

16 BY MR. SOKORAI:

17 Q. Now, you do know from your affidavit and your own
18 testimony, the township provided an E&S permit?

19 A. Correct.

20 Q. What's the significance of that

21 A. The E&S permit defines the best management
22 practices that need to be deployed for construction on the
23 site.

24 Q. For erosion and sediment control, right?

25 A. Yes.

1 Q. It's not an approval of a location of an above
2 ground facility, correct?

3 A. Well, depending on the above ground facility, it
4 could be an approval of the stormwater management for the
5 impervious surface and the subsequent runoff created by that
6 site.

7 Q. So are you saying that you believe that a township
8 can withhold an E&S permit if they disagree with the
9 location of an above ground facility proposed by Sunoco?

10 A. No, sir. I'm saying that they would be aware of a
11 surface site in the application process, not that they would
12 necessarily reject it on that basis.

13 Q. Oh, yeah. Well, we've got, in January of '17, you
14 submitted the E&S?

15 A. And previously, yes.

16 Q. Previously when?

17 A. We submitted that plan, 2016 as well.

18 Q. To the township?

19 A. Yes, under Act 167.

20 Q. And do you have a copy of that submission?

21 A. Not with me.

22 Q. Do you know when in 2016 it was submitted?

23 A. No, I don't off the top of my head, no.

24 Q. Now, you knew pretty soon after this 2016 and/or --
25 after this February 2017 submission, you knew pretty soon

1 thereafter that the township was not happy with the location
2 of the valve station, right?

3 A. I'm sorry, what was the date you referenced?

4 Q. Let me re-ask that question. You knew pretty soon
5 thereafter the February 2017 submission of the revised E&S
6 plan that the township was not happy with the location of
7 the valve station, correct?

8 A. I believe so.

9 Q. All right. And that's what led to that meeting in
10 March that we've heard about?

11 A. Yes.

12 Q. And now, by March of 2017, how much time had gone
13 by between when you first realized that you didn't think you
14 were going to be able to put the valve where you were
15 representing it would go and that March 2017 meeting?

16 A. I think for me it was more definitive, the end of
17 2015 --

18 Q. Okay.

19 A. -- that the feasibility for the drill, to keep it
20 at the Janiec parcel next to our pump station, made it
21 highly unlikely that the valve would end up at that parcel.

22 Q. So if -- you'll have us believe that you told the
23 township in January of '16 verbally that it was going to go
24 there, and then there's no other notice until the EAS plan
25 is submitted?

1 A. In 2016, yes.

2 Q. And when in 2016, approximately?

3 A. Again, you asked me that. I answered that. I
4 don't recall the specific date.

5 Q. Without a specific date, do you know if it was late
6 in the year, early in the year?

7 A. As we referenced earlier, there's 85 townships that
8 we cross that we make these submissions to, so the specific
9 date for each township, I just -- I don't recall. We
10 generally started west to east, so the further west the
11 township, it would have been earlier in the year 2016. The
12 further east, such like West Goshen, would have been closer
13 to the summertime or maybe later in the year 2016.

14 Q. Now, you indicate that stopping the drilling at
15 this site would cause delay, right?

16 A. Yes.

17 Q. First of all, you've never said that you cannot do
18 the drilling in the SPLP use area, correct?

19 A. What I showed earlier is that the drill machine
20 would have to set up to the west of the use area in order to
21 maintain the radius of curvature to not overstress the pipe,
22 and the curvature would be at a depth of approximately 20
23 feet to make a successful drill for that side.

24 However, I don't think it will be successful because of
25 the rock data that we're looking at on the other exhibits

1 showing that it's fractured rock and sandstone.

2 Q. Well, has an engineer ever determined that it can't
3 be done?

4 A. I don't know to say that an engineer said it can't
5 be done. It's that, can it be done safely is the question,
6 and the safety is a concern in regard to inadvertent
7 returns.

8 Q. Has an engineer given you a report that said it
9 cannot be done safely?

10 A. Not a specific report. It would be on the weekly
11 meetings that we had to review the design where they
12 verbally would have told me that it didn't look good.

13 Q. Is there any document here today at all that we can
14 rely on from any type of engineer that says it can't be done
15 safely?

16 A. Not here with me.

17 Q. You're saying one exists, you just didn't bring it
18 with you?

19 A. I'm not sure. There could be emails from my
20 consultants, but I'd have to go search for them.

21 Q. You didn't think that was an important issue to
22 bring to the Court?

23 A. No.

24 Q. Now, you talk about this delay. How long is the
25 delay if you would have to drill at the SPLP use area?

1 A. How long is the delay would depend on how long
2 we're delayed from starting construction.

3 Q. So you don't have a timetable as to how far this
4 would delay the project if the Court was to say, stop
5 drilling here, drill over there?

6 A. Well, we would have to start the permitting process
7 with DEP. That's probably, I'd say, best case, six months,
8 could take as long as up to two years like it did for the
9 other portions of the project.

10 For the open cut section with PennDOT coming into the
11 site, that in itself, if PennDOT would approve it, which I
12 think is highly unlikely, I think that would be probably a
13 year, maybe more.

14 Q. Speaking of PennDOT, did you say that you have now
15 cut a driveway directly onto Boot Road?

16 A. Yes, temporary access road.

17 Q. When did Sunoco do that?

18 A. I want to say it was shortly after the township
19 complained.

20 Q. Was there an HOP permit for that?

21 A. Yes.

22 Q. And when was that submitted?

23 A. I don't know the date it was submitted.

24 Q. Now, there's other portions of Chester County where
25 Sunoco intends to run a pipeline that it's not actively

1 drilling; is that correct?

2 A. Yes.

3 Q. Including West Whiteland Township, correct?

4 A. Correct.

5 Q. And there are significant issues with respect to
6 water supplies not being affected by the horizontal
7 directional drilling, correct?

8 A. Yes, there's a concern there.

9 Q. And as a result, people made complaints, right,
10 saying that, "My water's turning colors and my wells are
11 running dry," right?

12 A. People did make complaints about the drill.

13 Q. And Sunoco has suspended drilling operations in
14 that township, correct?

15 A. Yes.

16 MR. SOKORAI: I don't have any further
17 questions. Thanks.

18 JUDGE BARNES: Any redirect?

19 MR. LEWIS: I'll try to be very brief --

20 JUDGE BARNES: Let's be brief.

21 MR. LEWIS: -- Your Honor.

22 JUDGE BARNES: Thank you.

23 REDIRECT EXAMINATION

24 BY MR. LEWIS:

25 Q. Mr. Gordon, can you take a look at Township Exhibit

1 5?

2 A. Yes.

3 Q. And does that exhibit show the horizontal
4 directional drill --

5 A. It does.

6 Q. -- for the project?

7 A. It does.

8 Q. Does it show the horizontal directional drill
9 coming up at the SPLP use area?

10 A. No.

11 Q. Where does it show the horizontal drill coming up?

12 A. On the Janiec 2 parcel which was labeled as
13 Traditions on this version.

14 Q. And could you read the handwritten note that
15 pertains to the circles that are drawn on there?

16 A. One note, in between the two drills, it says,
17 "Conventional trench 48 inches deep." The second note
18 further to the southeast lists, "12 inch line parallel to
19 eight inch line." And then there's a further note below
20 that says -- I believe it says, "Mention two foot of
21 separation with other utilities."

22 Q. And who called for the meeting in January?

23 A. I believe it was a conversation between Donny
24 Zoladkiewicz and the township to, after the zoning meeting,
25 for us to have a meeting in January to discuss the

1 Traditions site.

2 Q. Is there any question in your mind that as of
3 today, as of today, West Goshen Township knows the reasons
4 why the valve needs to be cited in the Janiec 2 tract?

5 A. I believe they clearly understand why.

6 Q. Is it possible to site the valve at the SPLP use
7 area without open cutting Boot Road for about 3,000 feet?

8 A. I don't know that it's practical. Without drilling
9 the Janiec property and drilling backwards, I don't see how
10 you do it other than open cutting Boot Road.

11 Q. And there has been a prehearing conference
12 memoranda submitted by the township calling for hearings in
13 this case to occur in 2019. In your view, if hearings were
14 to occur in 2019 and the Commission were to stop work at the
15 site until 2019, would that delay the completion of the
16 project?

17 A. Yes.

18 MR. LEWIS: That's it. No further questions.

19 MR. SOKORAI: Very briefly, Your Honor.

20 RE-CROSS-EXAMINATION

21 BY MR. SOKORAI:

22 Q. You talks about these borings that indicated the
23 soils were not compatible or not optimal for the drilling at
24 the SPLP use area location, correct?

25 A. For the profile from the use area to the Janiec 2

1 parcel.

2 Q. Now, was that boring site, would that be depicted
3 as a No. 3 on Exhibit R-5?

4 A. As previously testified, there's two. One is
5 geotech Sam Barney 03, SB-03.

6 Q. Where's that?

7 A. It's on the west side of the pump station. And the
8 second is on the east side of 202 next to the ramp labeled
9 geotech Sam Barney, SB-04.

10 Q. Right. So I guess what I'm saying is, on R-5, I
11 see the results for No. 4 all on the right hand side of R-5,
12 right?

13 A. Yes.

14 Q. I see the results for No. 2, which is west of No.
15 3, right?

16 A. Correct.

17 Q. Where's No. 3 on R-5?

18 A. Directly below No. 2.

19 Q. I see. Okay. All right. Last question. Did you
20 ever -- I apologize if I asked this before. Did you ever,
21 or anyone or Sunoco's behalf ever contact the homeowner
22 whose property would have to be crossed?

23 A. Yes.

24 Q. Okay. Who did that?

25 A. Land agents.

1 Q. Okay. Do you know that land agent's name?

2 A. I'm sorry, you're talking about this -- for the
3 project in general, or this --

4 Q. No.

5 A. -- specific property?

6 Q. This specific property that you said you would have
7 to cross.

8 A. I don't know which field land agent would have been
9 the one to contact the property owners.

10 Q. But you know that they were contacted?

11 A. I'm sorry, which property are you talking about?

12 Q. You had indicated that at the corner of Mary Jane
13 Lane, one of the reasons that you determined that an HDD
14 site at the agreed upon area was not appropriate was because
15 you observed a residential property on the corner of Mary
16 Jane Lane and Boot Road, correct?

17 A. Yes.

18 Q. And you said we'd have to condemn that property?

19 A. Well, I said we'd have to definitely remove the
20 house. It might require condemnation.

21 Q. Did you contact that homeowner?

22 A. That homeowner was contacted for the easement to
23 build these lines.

24 Q. Yes?

25 A. So they were contacted. We did not, to my

1 recollection, ask them to drill under their home.

2 Q. Did you ask the township to approach this person?

3 A. Not that I recall.

4 MR. SOKORAI: No further questions.

5 MR. LEWIS: Just one.

6 FURTHER REDIRECT EXAMINATION

7 BY MR. LEWIS:

8 Q. What was the company's experience with the
9 residents on Mary Jane Lane?

10 A. They were against the project. Many of them have
11 signs of opposition in their yards against the project.

12 MR. LEWIS: Thank you.

13 JUDGE BARNES: Thank you very much. You may
14 step down.

15 (Witness excused.)

16 JUDGE BARNES: Did you have another witness?

17 MR. LEWIS: No, Your Honor. One housekeeping
18 matter, which I understand that Your Honor needs to furnish
19 a decision to the Commission by Monday.

20 JUDGE BARNES: By Tuesday, I think.

21 MR. LEWIS: So it was our intent to submit
22 proposed findings of fact and conclusions of law, I guess in
23 Word format, hopefully Friday.

24 JUDGE BARNES: All right.

25 MR. LEWIS: Assuming we can get the

1 transcript.

2 JUDGE BARNES: This raises an issue regarding
3 the transcript. I'm not sure it can actually be turned
4 around by 3:00 p.m. tomorrow. Can we go off the record and
5 discuss it with the court reporter?

6 (Discussion off the record.)

7 JUDGE BARNES: With the understanding that the
8 transcript may be filed as late as Thursday morning, go
9 ahead again with your proposal, Mr. Lewis.

10 MR. LEWIS: We're going to submit proposed
11 findings of fact and conclusions of law on Friday is
12 possible; if not Friday, I guess Monday.

13 JUDGE BARNES: Okay. I'd like to have the
14 weekend to draft the decision, so Friday. Yes?

15 MR. SOKORAI: Oh, I'm sorry, I wasn't going to
16 ask --

17 JUDGE BARNES: Well, both sides are given that
18 opportunity, if they wish, to file --

19 MR. SOKORAI: Yes.

20 JUDGE BARNES: -- a brief or whatever you want
21 by the end of Friday. That would be fine. It's not
22 required.

23 MR. LEWIS: Thank you, Your Honor.

24 JUDGE BARNES: And is there anything further?

25 MR. SOKORAI: No, just, thank you for staying,

1 and to our court reporter as well, thank you for staying
2 above and beyond the call of duty, even without the lights
3 on.

4 MR. LEWIS: I agree.

5 JUDGE BARNES: All right. Well, thank you all
6 very much for participating, and we are adjourned.

7 (Whereupon, at 6:16 p.m., the proceedings were
8 concluded.)

9 -0-

10 C E R T I F I C A T E

11 I hereby certify that the foregoing proceedings,
12 C-2017-2589346, were reported by me on July 18, 2017, and
13 that I, John A. Kelly, have read this transcript and attest
14 that this transcript is a true and accurate record of the
15 proceedings.

16 By: 
17 John A. Kelly

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**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

West Goshen Township	:	
	:	
v.	:	C-2017-2589346
	:	
Sunoco Pipeline, L.P.	:	

INTERIM EMERGENCY ORDER AND CERTIFICATION OF MATERIAL QUESTION

On July 18, 2017, I conducted a hearing on the Petition for Interim Emergency Relief filed on July 10, 2017 by Complainant West Goshen Township (West Goshen or Township), against Respondent Sunoco Pipeline, L.P. (Sunoco) at Docket No. C-2017-2589346. Specifically, Complainant seeks an Interim Emergency Order pursuant to 52 Pa. Code § 3.6 enjoining Respondent from beginning or continuing construction of a valve and any other facilities appurtenant thereto for Sunoco’s Mariner East 2 pipeline (ME2) in West Goshen Township, or any other location not specifically agreed to in Sunoco’s Settlement Agreement with the Township, until after the Commission issues a final order ending the formal amended complaint proceeding at Docket No. C-2017-2589346.

DISCUSSION

Legal Standards:

The purpose of an interim emergency order is to grant or deny injunctive relief during the pendency of a proceeding. 52 Pa. Code § 3.1. The purpose of granting injunctive relief is to maintain things as they are until the rights of the parties can be considered and determined after a full hearing. Further, the status quo that is to be preserved by preliminary injunction is the last actual, peaceable, lawful, and noncontested status which preceded the pending controversy. *Pa. PUC v. Israel*, 356 Pa. 400, 406, 52 A.2d 317, 321 (1947).

The standards that govern the issuance of interim emergency orders are set forth at 52 Pa. Code § 3.6. Section 3.6 requires that a petition for interim emergency relief be supported by a verified statement of facts that establishes the existence of the need for emergency relief, including facts to support the following:

- (1) The petitioner's right to relief is clear.
- (2) The need for relief is immediate.
- (3) The injury would be irreparable if relief is not granted.
- (4) The relief requested is not injurious to the public interest.

52 Pa. Code § 3.6 (b).

The Commission may grant interim emergency relief only when *all* the foregoing elements exist. *Glade Park East Home Owners Association v. Pa. PUC*, 628 A.2d 468, 473 (Pa. Cmwlth. 1993). Further, as to the first element, it is not necessary to determine the merits of the controversy in order to find that a petitioner's right to relief is clear; rather, the only required determination is that the petition raises substantial legal questions. *T.W. Phillips Gas and Oil v. Peoples Natural Gas*, 492 A.2d 776 (Pa. Cmwlth. 1985).

The party seeking relief bears the burden of proving that the facts and circumstances meet all four of the requirements in the Commission's Regulation. 66 Pa.C.S. § 332; 52 Pa. Code § 3.6(b). The burden of proof must be carried by a preponderance of the evidence. *Samuel J. Lansberry, Inc. v. Pa. PUC*, 578 A.2d 600 (Pa. Cmwlth. 1990), *alloc. den.*, 529 Pa. 654, 602 A.2d 863 (1992). That is, the Petitioner's evidence must be more convincing, by even the smallest amount, than that presented by the other party. *Se-Ling Hosiery v. Margulies*, 364 Pa. 45, 70 A.2d 854 (1950).

Additionally, any finding of fact necessary to support the Commission's adjudication must be based upon substantial evidence. *Mill v. Pa. PUC*, 447 A.2d 1100 (Pa. Cmwlth. 1982); *Edan Transportation Corp. v. Pa. PUC*, 623 A.2d 6 (Pa. Cmwlth. 1993); 2 Pa. C.S. § 704. More is required than a mere trace of evidence or a suspicion of the existence of a fact

sought to be established. *Norfolk and Western Ry. v. Pa. PUC*, 489 Pa. 109, 413 A.2d 1037 (1980); *Erie Resistor Corp. v. Unemployment Compensation Bd. of Review*, 166 A.2d 96 (Pa. Super. 1960); *Murphy v. Commonwealth, Dept. of Public Welfare, White Haven Center*, 480 A.2d 382 (Pa. Cmwlth. 1984).

Section 3.10(a) provides that an order granting or denying interim emergency relief is immediately effective upon issuance by the Administrative Law Judge (ALJ) and that no stay of the order will be permitted pending Commission review of the order. 52 Pa. Code §3.10(b) requires the ALJ to certify the question of the grant or denial of relief to the Commission as a material question in accordance with 52 Pa. Code § 5.305.

Disposition:

1. Whether the Petitioner's Right to Relief is Clear

For West Goshen to meet the first criteria, it need not establish entitlement as an absolute right to relief on the underlying claim. Rather, in addition to satisfying the other three elements for interim emergency relief, it must establish that the underlying claim raises substantial legal questions. *T. W. Phillips Gas and Oil v. Peoples Natural Gas*, 492 A.2d 776 (Pa. Cmwlth. 1985).

The underlying claim in the instant case raises substantial legal questions including but not limited to: 1) whether the Settlement Agreement requires Sunoco to construct any above-ground valve station facilities in the Township within the "SPLP Use Area"¹ unless Sunoco is unable to do so due to engineering constraints; (2) whether Sunoco gave the Township proper notice of an intent to relocate valve 344 from the SPLP Use Area to the Janiec Tract 2²; (3) whether at the time of execution of the Settlement Agreement, Sunoco had plans and withheld material information about its plans for the ME2 phase pipeline; (4) whether Sunoco

¹ SPLP Use Area is that area of land on Boot Road, to the west of Route 202, which already has Sunoco facilities existing upon it. SPLP Additional Acreage is an undeveloped parcel located within the SPLP Use Area.

² Janiec 1 Tract is also referred to as SPLP Additional Acreage and is in the SPLP Use Area to the west of Route 202. Janiec 2 Tract is the property Sunoco condemned in May, 2016 and cleared for construction on July 6, 2017. Township Exhibits 9 and 20. Janiec 2 Tract is located on Boot Road, to the East side of Route 202.

always intended to site Valve 344 on the Janiec 2 Tract and misrepresented this intention at the time of the Settlement Agreement; (5) whether there are engineering constraints that prevent Sunoco from constructing Valve 344 on the SPLP Use Area; (6) whether the township has the right 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 Sunoco the right to locate valve facilities anywhere it wishes in the township other than on the SPLP Additional Acreage.

In 2014 Sunoco presented to the Township proposed improvements to its existing pump station in the Township, about its ME1 project. N.T. 47. Sunoco's existing pump station is located on the SPLP Use Area near the intersection of Boot Road and Route 202, to the north of East Boot Road and to the west of the Route 202 Southbound off-ramp. N.T. 47-48, Township Exhibits 1 and 2. To the north of the existing pump station is a separate four-acre parcel that was owned by the Janiec family and known as the "Janiec 1 Tract". N.T. 49-50. To the east of Route 202 and north of Boot Road was another wooded property also owned by the Janiec family and known as the "Janiec 2 Tract". N.T. 57-58, 17-22. Township Exhibit 2.

The Township's expert witness in pipeline safety, Richard Kuprewicz, reviewed documents including a piping instrument diagram for the Boot Road pump station regarding the Mariner East Phase 1 project (8-inch pipe) (ME1) in 2014 and later reviewed more documents from Sunoco regarding a Mariner East Phase 2 project (20-inch pipe) (ME2) on April 8, 2016. N.T. 118-120. He was not involved with any settlement negotiations to put any facilities at any locations. N.T. 121. Mr. Kuprewicz looked at the elevation profile, the siting and design of pump stations and valves and the integrity of the existing pipeline being refurbished. He made recommendations to the Township regarding the placement of flares, valve replacement and valve automation. N.T. 117-118. He agrees a valve should be placed where the pipe arcs close to the surface even if this occurs on the Janiec 2 property; however, no reason was ever given to him as to why Sunoco could not do horizontal directional drilling (HDD) at the SPLP use area. N.T. 126-127.

Mr. Kuprewicz testified that duplicative drilling, and needless removing and relocating of a built valve station and its appurtenances is costly as there is a duplication of

expenses and issues with permits associated with having to come up with a new HDD bore. Additionally, a duplicative construction effort is risky as there is an increase risk of HDD breakouts or frac-outs³, which could damage drinking water. A frac-out is when during boring, a drilling mixture of bentonite and water a crack-out or break-out occurs under pressure and the mixture escapes from the cylinder for boring and migrates into water, possibly drinking water wells. N.T. 128-129.

After consultation with counsel and Kuprewicz, the Township's Board of Supervisors together with witnesses LaLonde, Camp, and Brooman participated in the settlement negotiations on behalf of the Township. N.T. 56, 139. Richard Gordon, Don Zoladkiewicz, Kathleen Shea, and Christopher Lewis, Esquire ("Lewis") of Blank Rome participated in the settlement negotiations for Sunoco. N.T. 56. Kuprewicz was not involved in the settlement negotiations with Sunoco and did not receive copies of any drafts of the Settlement Agreement; his role was limited to safety review. N.T. 57, 120-121. After a year of negotiations, the Township and Sunoco reached the Settlement Agreement, which Sunoco signed in April 2015 and the Township Board of Supervisors approved in May 2015. N.T. 54-55, 222, Township Exhibit 4. This Agreement was certified and filed at the Commission at U-2015-2486071 on June 15, 2015. The Parties dispute the meaning of the Settlement. The Township avers the location of the valve on the SPLP Use Area was central to the agreement and that while entering into the Settlement Agreement, Sunoco was secretly planning to locate the valve on Janiec 2 Tract.

At the hearing on July 18, 2017, when asked whether a plan existed for the SPLP Use Area like the one developed for Janiec 2 Tract, Sunoco's witness Richard Gordon admitted, "there's not a plan like this one," referring to Township Exhibit "13," and not even a draft plan. N.T. 225-226, 230-231. There is evidence to show Mr. Gordon was aware of plans and recommendations from his engineering consultants to go forward with Janiec 2 Tract, while leading the Township to believe Sunoco would be placing the valve station on the Janiec 1 Tract. N.T. 225-229. Thus, there is a substantial legal issue with regard to whether Sunoco ever

³ The frac-out, or inadvertent return of drilling lubricant is a potential concern when the HDD is used under sensitive habitats, waterways and areas of concern for cultural resources.

notified the Township in a timely manner that it was unable to locate the valve on the SPLP Use Area. The map provided to the Township at the meeting is dated September 28, 2015 and identified as Township Exhibit 5. N.T. 69, 145. The map provided by Sunoco to the Township at the January 2016 meeting does not depict a valve station on the Janiec 2 Tract. N.T. 67-68, Township Exhibit 5. I am also persuaded by the testimony of Kristin Camp, who took notes at the meeting to make sure she understood everything that would be happening at the Janiec 2 Tract, because the Township wanted to know how Sunoco would impact the Traditions Project, which the board wanted to see go forward. N.T. 145-147. Township Exhibit 18. Ms. Camp kept her notes contemporaneously with the meeting to recall what exactly happened and there is nothing in her notes about a valve, which she would have written down if discussed. N.T. 147-150. Township Exhibit 18.

Additionally, in February 2017 Sunoco's engineer submitted to the Township subsequent erosion and sediment control plans, which included plans dated March 26, 2015 showing a valve station on the Janiec 2 Tract. N.T. 72, Township Exhibit 13.

Additionally, there is an issue whether Sunoco can feasibly and safely locate the valve on the SPLP Use Area, or whether this locale is restrained by sound reasonable engineering concerns. Mr. Gordon did not testify that the valve station is unable to be constructed on the SPLP Use Area, only that: (1) from an engineering standpoint it would not be "prudent" to site the valve on the SPLP Use Area, because it's extremely difficult and "potentially unsafe" (N.T. 194); (2) he noted challenges in constructability (N.T. 223); and (3) he does not know whether "it's practical" (N.T. 249). For these reasons, I find the Petitioner's right to relief is clear in that the underlying claim raises substantial legal questions.

2. Whether the Need for Relief is Immediate

I am persuaded by the credible testimony of Casey LaLonde, Township Manager for West Goshen Township, to find that on or about July 3, 2017 the Township received notice from Sunoco stating that it was starting construction on the Janiec 2 Tract within several weeks. N.T. 74. However, on July 6, 2017, the same date as the pre-conference hearing on the Township's Amended Complaint, Sunoco would not promise a stay of construction, and it began

clearing work on the Janiec 2 Tract. N.T. 30, 74-75, Township Exhibit 9. The clearing and grading of the Janiec 2 Tract, and the preparation of the construction entrance thereon, indicate that Sunoco intends to immediately begin construction of the valve station on the Janiec 2 Tract. N.T. 76. The Township also received notice from the Pennsylvania Department of Transportation that Sunoco was beginning work in the Janiec 2 Tract. N.T. 76. The Township requested that Sunoco cease operations on the Janiec 2 Tract until this case is decided by the PUC, but it refused. N.T. 30, 76. Sunoco's witness, Matthew Gordon, Project Manager of Mariner East Project, testified that work has commenced on the Janiec 2 tract. N.T. 213-214. Given these facts, I find the need for injunctive relief to be immediate.

3. Whether the Injury Would be Irreparable if Relief is not Granted

Monetary losses can satisfy the irreparable injury requirement of 52 Pa. Code § 3.7(a). *West Penn Power Co. v. Pa. Pub. Util. Comm'n*, 615 A.2d 951 (Pa. Cmwlth. 1992). If there is a great deal of uncertainty as whether West Goshen Township could recover possible losses, they have satisfied the irreparable injury requirement of 52 Pa. Code § 3.7(a)(3). *Id.* at 959.

Prior to Sunoco's use of the Janiec 2 Tract, in December, 2015, the Township approved a \$35 million land development project known as the Traditions Project. N.T. 82, Township Exhibit 11. The Traditions Project would have been the first facility of its kind in the Township, would have generated significant real estate tax and earned income tax revenue for the Township, and would have provided approximately \$200,000 of road improvements in the Township. N.T. 82-83. However, the developer abandoned the Traditions Project when Sunoco condemned the Janiec 2 Tract for its use on May 12, 2016. N.T. 83 – 84, 114. If Sunoco moved from the Janiec 2 Tract, the Traditions Project could happen. N.T. 84.

Construction has a negative impact on the Township including safety, transportation delays, dust, and noise. N.T. 63-64. Excessive HDD drilling needlessly increases the risk of frac-outs of bentonite drilling mixtures. N.T. 128-129. Approximately 25,000 to 36,000 vehicles use Boot Road in the Township each day and approximately 70,000 vehicles use

Route 202 through the Township each day (N.T. 63), so construction has as a significant impact on the Township.

The Township code at Chapter 69 requires a pre-construction meeting be held with the Township engineering at least 48 hours prior to construction commencing, including grubbing and clearing of a site. N.T. 74. Sunoco did not provide the Township with notice 48 hours before beginning grubbing and clearing of the Janiec 2 Tract. N.T. 75. There is evidence that the Settlement Agreement confined Sunoco's construction activities to Sunoco's existing pump station site and the SPLP Use Area, to minimize the impact to the Township residents and to minimize impeding access for firefighters entering and departing from the Goshen Fire Company, which is located adjacent to the Janiec 2 Tract. N.T. 63-64.

Additionally, there is evidence that if Sunoco installs a valve station on the Janiec 2 Tract, it could not later simply move the valve station to the SPLP Use Area, because the pipe might be too deep at the location of the SPLP Use Area. N.T. 127. If Sunoco installs the valve station on the Janiec 2 Tract, then is required to move the valve station to the SPLP Use Area, Sunoco would be required to re-drill and re-run the pipeline to the SPLP Use Area, creating a second round of risks to the public, including breakouts and frackouts within the Township. N.T. 127-128. If Sunoco continues construction as planned on the Janiec 2 Tract, but later must relocate the valve station to the SPLP Use Area, the Township will endure the noise, vibration, obstructions, and other negative consequences of the construction activities twice. N.T. 81. For these reasons, I find the injury would be irreparable if the injunctive relief is not granted.

4. Whether the Interim Emergency Relief will be injurious to the public

Mr. Gordon testified an interim emergency order would delay the targeted completion deadline for the Mariner East project and would cause producers of propane, ethane and butane natural gas liquids (NGLs) a delay in being able to transport and ship their products through Pennsylvania; however, it is noted that horizontal directional drilling is currently shut down in other parts of Chester County due to water contamination from frac-outs. N.T. 246.

Thus, there is insufficient evidence to show a substantial financial loss will be sustained by Sunoco's customers pending a temporary interim injunction in this case.

West Goshen is not seeking to permanently stop construction of the Mariner East Pipeline; or even from running a pipeline through the Township altogether; however, it seeks enforcement of a Settlement Agreement in the interest of its residents. N.T. 81-82. At least at one point, in May, 2015 Sunoco appears to have agreed to constrictions on its imprint in the township. I fail to see how an injunction on construction on the Janiec 2 Tract until a final Commission decision regarding the amended complaint would be injurious to the public. Further, the status quo whereby there is no construction on Janiec 2 Tract would be maintained throughout the litigation of the complaint. Thus, the public would not be injured by the requested emergency interim relief.

Conclusion:

In conclusion, West Goshen Township has demonstrated by a preponderance of the evidence, and meeting all four requirements, that it is entitled to emergency interim relief pursuant to 52 Pa. Code § 3.6. Accordingly, the relief requested will be granted in the Ordering paragraphs below. Pursuant to the Commission's Rules of Practice and Procedure, this Order shall be immediately certified to this Commission for consideration and disposition in accordance with 52 Pa. Code § 5.305, pertaining to interlocutory review of a material question submitted by a presiding officer.

THEREFORE,

IT IS ORDERED:

1. That the petition for interim emergency relief, filed on July 10, 2017, by West Goshen Township is granted.

2. That Sunoco Pipeline L.P. is enjoined from beginning and shall cease and desist all current construction including: 1) constructing Valve 344; 2) constructing appurtenant facilities to Valve 344; and 3) horizontal directional drilling activities on the Janiec 2 Tract in West Goshen Township until the entry of a final Commission Order ending the formal amended complaint proceeding at Docket No. C-2017-2589346.

3. That the granting of relief by interim emergency order in the proceedings at Docket No. C-2017-2589346 is certified to the Commission as a material question requiring interlocutory review.

Date: July 24, 2017

Elizabeth Barnes
Administrative Law Judge

C-2017-2589346 - WEST GOSHEN TOWNSHIP v. SUNOCO PIPELINE L.P.

(Revised 7/10/2017)

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BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

West Goshen Township	:	
	:	
v.	:	C-2017-2589346
	:	
Sunoco Pipeline, L.P.	:	

**ORDER DENYING MOTION FOR JUDGMENT ON THE PLEADINGS
AND MOTION TO STAY DISCOVERY**

Procedural History

Respondent Sunoco Pipeline, L.P. (Sunoco) filed a Motion for Judgment on the Pleadings on May 22, 2017. The Motion seeks that the underlying Complaint be dismissed and judgment be entered in favor of the Respondent. Complainant West Goshen Township (West Goshen or Township) filed a Response in Opposition to the Motion for Judgment on the Pleadings on June 12, 2017. On July 5, 2017, Sunoco filed a Motion to Stay Discovery Pending Disposition of the Motion for Summary Judgment on the Pleadings. On July 6, 2017, a prehearing conference was held and oral argument on the motions occurred. The motions are ripe for a decision.

Issues

The issue is whether the pleadings, together with affidavits, show that there is no genuine issue as to whether Respondent breached a 2015 Settlement Agreement in its business dealings with Complainant, thus entitling Respondent to judgment as a matter of law.

Discussion

In interpreting an administrative regulation, as in interpreting a statute, the plain language of the regulation is paramount. *Schappel v. Motorists Mutual Insurance Company*, 934 A.2d 1184, 1187 (Pa. 2007). The principles of statutory construction apply to regulatory

provisions as well as statutory provisions. *Pennsylvania State Police, Bureau of Liquor Control Enforcement v. Benny Enterprises, Inc.* 669 A.2d 1018, 1021 (Pa.Cmwlth. 1996), appeal denied 681 A.2d 1344 (Pa. 1996).

The Commission's regulations at 52 Pa. Code §5.102(d)(1) set forth the standard of review for summary judgment motions:

(1) *Standard for grant or denial on all counts.* The presiding officer will grant or deny a motion for judgment on the pleadings or a motion for summary judgment, as appropriate. The judgment sought will be rendered if the applicable pleadings, depositions, answer to interrogatories and admissions, together with affidavits, if any, show that there is no genuine issue as to a material fact and that the moving party is entitled to a judgment as a matter of law.

52 Pa.Code § 5.102(d)(1).

When deciding on a motion for summary judgment, all doubts as to the existence of a genuine issue of material fact must be resolved against the moving party. *Thompson Coal Co. v. Pike Coal Co.*, 488 Pa. 198, 412 A.2d 466 (1979). However, once a motion for summary judgment is properly made and supported, it is generally accepted that the nonmoving party may not simply rest upon the mere allegations or denials of its pleading, but must set forth facts showing that there is a genuine issue for trial. *Fiffick v. GAF Corporation*, 603 A.2d 208 (Pa. Super. 1991) (Discussing the Pennsylvania Rules of Civil Procedure); *Anderson v. Liberty Lobby, Inc., Inc.*, 477 U.S. 242 (1986) (Discussing the Federal Rules of Civil Procedure).

When disposing of a Motion for Summary Judgment, the record must be examined in the light most favorable to the nonmoving party giving the nonmoving party the benefit of all reasonable inferences. *First Mortgage Co. of Pennsylvania v. McCall*, 313 Pa. Superior Ct. 54, 56, 459 A.2d 406, 408 (1983). All doubts as to the existence of a genuine issue of material fact must be resolved against the moving party. *Thomson Coal Co. v. Pike Coal Co.*, 412 A.2d 466 (Pa. 1979).

Sunoco Pipeline L.P.'s Position

Respondent claims no genuine issue of material fact exists and that when the undisputed facts alleged by West Goshen Township are accepted as true, no breach of a Settlement Agreement certified by the Commission at U-2015-2486071 on June 15, 2015 occurred. Respondent contends the undisputed facts establish that Sunoco complied with clear and unambiguous terms of a Settlement Agreement when it proposed locating Valve 344 outside the "SPLP Additional Acreage" and it provided West Goshen with notice of that proposal. Further, nothing in the Settlement Agreement prohibits SPLP from locating Valve 344 outside the "SPLP Additional Acreage", or requires West Goshen's consent, and the Commission cannot rewrite the Agreement to include such terms. Sunoco contends an injunction against Mariner East 2 development in West Goshen absent Sunoco's written consent violates public utility law.

Specifically, Respondent contends that the only binding and enforceable promises, covenants and agreements are contained in Sections IV and V of the Settlement Agreement. Therefore, no breach occurred regarding Section IV.A because there is no prohibition against locating Valve 344 outside the "SPLP Additional Acreage" land area and Sunoco has otherwise complied with Section IV.A. Sunoco contends Section II of the Agreement contained no binding promises. Sunoco contends that the Commission may not interpret the Settlement Agreement in a manner that violates public policy and the relief requested by West Goshen violates the Public Utility Code and is contrary to public interest.

At oral argument, Sunoco argued the Settlement Agreement says, "[t]hat it was Sunoco's plan to situate the valve in that area, but in the event there were engineering constraints, Sunoco Pipeline is permitted to construct the valve anywhere in West Goshen Township, so long as it is not in the SPLP additional acreage." N.T. 8.

West Goshen Township's Position

Complainant replies that West Goshen entered into the Settlement Agreement in order to protect the health, safety, welfare, and property rights of its residents. The Township contends Sunoco knew at the time it entered the Settlement Agreement that Sunoco was already

planning to site Valve 344 on the Janiec Tract as opposed to the SPLP Use Area, contrary to which it had agreed and in breach of the Settlement Agreement. West Goshen alleges Sunoco withheld information concerning the actual proposed siting of Valve 344 to induce the Township and Concerned Citizens of West Goshen Township (CCWGT) to enter into the Settlement Agreement that limits the Township's legal rights and remedies while creating a loophole of engineering constraints that Sunoco now seeks to exploit. The Township claims it is entitled to enforcement of the term of settlement that Valve 344 be constructed and confined to the agreed upon SPLP Use Area unless Sunoco can show it is unable due to reasonable engineering constraints to construct Valve 344 on the SPLP Use Area.

West Goshen argues the Settlement Agreement should be interpreted to limit Sunoco's freedom of action in siting a valve station in the Township. The Township claims it never agreed that Sunoco could build Valve 344 and its appurtenant facilities anywhere other than inside the SPLP Additional Acreage area. West Goshen's Response at 6, N.T. 11-14. Further, West Goshen claims Sunoco never provided either official notice of an intent to relocate Valve 344 to the Janiec Tract or identification of any engineering constraints that might warrant the relocation. These omissions prior to taking actions towards the relocation constitute a breach of the Settlement Agreement. Not only did Sunoco not seek permission or consent from the township, but it did not even notify the township prior to spreading its imprint outside the SPLP area.

Disposition

The Settlement Agreement provides under Paragraph V.A.4 as follows:

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.

The Settlement Agreement at Paragraphs II.A.2 and A.3 state as follows:

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 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.

The Amended Formal Complaint seeks to enforce a commitment made by Sunoco in a Settlement Agreement to site above-ground valve appurtenant facilities on the SPLP Use Area, unless prohibited due to engineering constraints. Complainant has not yet had an opportunity to conduct discovery. We are at the preliminary stage of this proceeding. At a minimum, there remains a genuine issue as to whether Sunoco breached the Settlement Agreement by failing to provide proper notice of an intent to relocate Valve 344 from the agreed upon SPLP Additional Acreage area to the Janiec Tract, located on the opposite side of Route 202 near the intersection of Boot Road, without reasonably sufficient engineering constraints provided to the Township in advance of movement towards construction.

There is an issue regarding whether as of the date of execution of the Agreement, SPLP had a plan or intention to construct any additional above-ground permanent utility facilities in the township beyond what had been expressly set forth in the Agreement. If so, this raises questions as to what those reasons are and an examination and comparison regarding the feasibility and any engineering constraints regarding both sites ought to be permitted. There is an issue regarding whether the Settlement Agreement requires Sunoco to locate Valve 344 and its appurtenant facilities within the SPLP Use Area unless engineering constraints make the this infeasible or unsafe. There is an issue as to whether location of the Valve 344 on the Janiec Tract instead of the SPLP Use Area is significantly safer or more feasible. There is an issue as to

whether there are no reasonable engineering constraints; rather, there is an intent to enlarge an imprint along Boot Road, to block the construction of a planned retirement development on Janiec 2 Tract, and to save land space on Janiec 1 Tract and Janiec 2 Tract for the current phases and potentially future phases of the Mariner East project.

It appears at this point in litigation that both parties believe that the plain language of the Settlement Agreement is clear in supporting their respective positions. However, while Sunoco advocates that all promises are contained in only two sections of the document, West Goshen Township contends that all five sections of the document must be read in their entirety in order to interpret the meaning.

A settlement agreement is a type of contract, and is generally governed by contract law. *Gorman v. Workers' Compensation Appeal Board*, 954 A.2d 748, 752 (Pa. Cmwlth. 2008)(citing *Kidd-Parker v. Workers' Compensation Appeal Board (Philadelphia School District)*), 907 A.2d 33 (Pa. Cmwlth. 2006). One of the fundamental tenants of contract interpretation is to effectuate the intention of the parties. *Crawford v. Workers' Compensation Appeal Board (Centerville Clinics)*, 958 A.2d 1075, 1083 (Pa. Cmwlth. 2008). Thus, a court may not interpret a settlement agreement unless it first determines that the agreement is ambiguous or capable of more than one interpretation. *Id.* (quoting *Krizovensky v. Krizovensky*, 624 A.2d 638, 642 (Pa. Super. 1993)). When contract terms are ambiguous and susceptible of more than one reasonable interpretation . . . the court is free to receive extrinsic evidence, i.e. parole evidence to resolve the ambiguity. *Id.* at 642. Absent ambiguity, the parties' intentions must be discerned from the four corners of the document, and extrinsic evidence may not be considered. *Baker v. Coombs*, 219 S.W.3d 204, 207 (Ky. App. 2007).

In the instant case, the parties have differing views on the interpretation of the same language regarding what is meant by "Mariner East Project" and what is meant by "notify" and "engineering constraints." The parties disagree as to intent citing the same paragraphs of the Settlement Agreement. Thus, I find the Settlement Agreement to be ambiguous as more than one reasonable interpretation is plausible. Ambiguity dictates that at least the entire document ought to be considered if not also extrinsic evidence in order to interpret the agreement.

Although Sunoco believes West Goshen was properly notified within the meaning of the settlement when it announced plans to relocate Valve 344, the township disagrees that this notice was proper in that in the event Sunoco ran into engineering constraints that it believed rendered it unable to construct a necessary valve on the SPLP Use Area, Sunoco should have notified the township and presented the engineering data supporting its position to the township. Sunoco's engineering data could then have been analyzed by Mr. Kuprewicz and other township experts and the township's response to a proposed relocation would have been guided by independent expertise. Township offers affidavits of Richard Kuprewicz to show he has not seen any documentation from SPLP demonstrating engineering constraints prevent siting Valve 344 on the SPLP Use Area. Thus, I agree there is an issue regarding whether there are "engineering constraints" within the meaning of the Settlement Agreement.

Thus far, there has been no discovery allowing the parties opportunity to seek clarification and potentially resolve this complaint. It appears on the surface of the complaint that if there are legitimate engineering constraints involving cost, time, safety, feasibility, and/or geological reasons to constructing the Valve 344 and its appurtenant facilities on the SPLP Additional Acreage and there are sound engineering reasons for relocating the Valve 344 to the Janiec Property that take into consideration the health, safety and property rights of the residents of West Goshen Township, the parties may be able to work out an agreement and settle this matter prior to a hearing.

Conclusion

In conclusion, I am not persuaded at this point to find there are no genuine issues as to material facts regarding whether the Settlement Agreement was breached. There further remains in dispute multiple issues including but not limited to: (1) whether the Settlement Agreement requires Sunoco 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 Sunoco gave the Township proper notice of an intent to relocate valve 344 from the SPLP Use Area to the Janiec Tract; (3) whether at the time of execution of the Settlement Agreement, Sunoco had plans and withheld material information about its plans for the Mariner 2 phase pipeline; (4) whether Sunoco always intended to site Valve 344 on the Janiec Tract and misrepresented this intention at the time of the Settlement Agreement; (5)

whether there are reasonable engineering constraints that prevent Sunoco from constructing Valve 344 on the SPLP Use Area; (6) whether does the township has a right 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 Sunoco the right to locate valve facilities anywhere it wishes in the township other than on the SPLP Additional Acreage. For these reasons, the Motion for Judgment on the Pleadings shall be denied. Additionally, Sunoco's Motion to Stay Discovery Pending Disposition of the Motion for Judgment on the Pleadings shall be denied as moot.

THEREFORE,

IT IS ORDERED,

1. That the Motion of Sunoco Pipeline LP For Judgment on the Pleadings is denied.
2. That Sunoco Pipeline LP's Motion for Stay of Discovery is denied as moot.
3. That the following modifications to the Commission's Rules of Practice and Procedure are effective as of the date of entry of this Order:
 - A. Answers to interrogatories to be served within twenty (20) days of service of interrogatories if service is made by electronic mail, or within twenty-five (25) days of service of interrogatories if service is made by U.S. mail;
 - B. Objections to interrogatories to be served within ten (10) days of service of interrogatories if service is made by electronic mail or within fifteen (15) days of service of interrogatories if service is made by U.S. mail;

- C. Motions to compel answers to interrogatories to be served within ten (10) days of service of objections if service is made by electronic mail, or within (15) days of service of objections if service is made by U.S. mail;
- D. Answers to any motion to compel to be served within five (5) days of service of any motion, if service of the motion is made by electronic mail, or within ten (10) days of service if made by U.S. mail, or orally at any hearing on the motion to compel, should a hearing be held before the date when the answer would otherwise be due.

4. That this case at Docket No. C-2017-2589346 shall be scheduled for hearings in Harrisburg and the transcript turnaround for the hearings will be five (5) days.

5. That the procedural schedule is as follows.

- A. Direct testimony of West Goshen Twp. February 1, 2018
- B. Rebuttal testimony of Sunoco Pipeline L.P. March 1, 2018
- C. Surrebuttal testimony of West Goshen Twp. April 2, 2018
- D. Oral rejoinder outlines April 19, 2018
- E. Hearings April 25 & 26, 2018
- F. Main Briefs May 28, 2018
- G. Reply Briefs June 18, 2018

Date: July 24, 2017

Elizabeth Barnes
Administrative Law Judge

C-2017-2589346 - WEST GOSHEN TOWNSHIP v. SUNOCO PIPELINE L.P.

(Revised 7/10/2017)

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DOYLESTOWN PA 18901
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Accepts e-Service

(Representing West Goshen Township)

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(Representing West Goshen Township)

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ONE LOGAN SQUARE
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PHILADELPHIA PA 19103
215.569.5725

Accepts e-Service

(Representing Sunoco Pipeline LP)

1



NO. 1	REVISED	DATE	BY	REVISION
NO. 2	REVISED	DATE	BY	REVISION
NO. 3	REVISED	DATE	BY	REVISION
NO. 4	REVISED	DATE	BY	REVISION
NO. 5	REVISED	DATE	BY	REVISION

PROJECT NO.	2896-BO02-EXHIBIT 1
DATE	01/11/2011
SCALE	AS SHOWN
PROJECT NAME	BOOT STATION GENERAL ARRANGEMENT
CLIENT	Amterra Logistics Partners L.P.

DESIGNER	PROFESSIONAL ENGINEER
DATE	01/11/2011
PROJECT NO.	2896-BO02-EXHIBIT 1
SCALE	AS SHOWN
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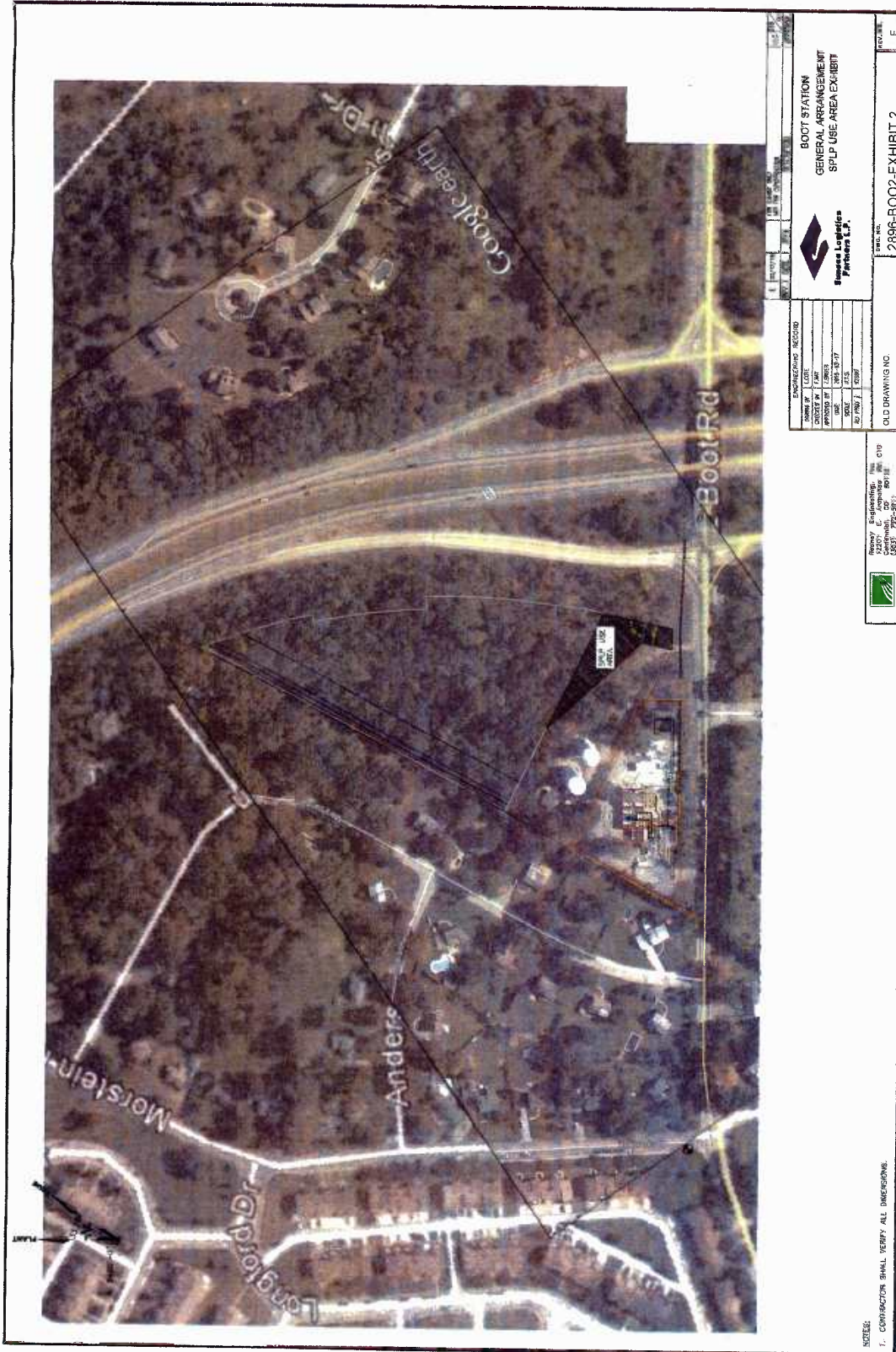
PROJECT NO.	2896-BO02-EXHIBIT 1
DATE	01/11/2011
SCALE	AS SHOWN
PROJECT NAME	BOOT STATION GENERAL ARRANGEMENT
CLIENT	Amterra Logistics Partners L.P.

PROJECT NO.	2896-BO02-EXHIBIT 1
DATE	01/11/2011
SCALE	AS SHOWN
PROJECT NAME	BOOT STATION GENERAL ARRANGEMENT
CLIENT	Amterra Logistics Partners L.P.



NOTES:
1. CONTRACTOR SHALL VERIFY ALL DIMENSIONS.

2



DATE	NO.	DESCRIPTION

PROJECT NO.	2896-BOO2-EXHIBIT 2
DATE	
SCALE	
BY	
CHECKED	
DATE	
PROJECT	
LOCATION	
OWNER	
DESIGNER	
DATE	
PROJECT	
LOCATION	
OWNER	
DESIGNER	
DATE	



 BOOT STATION
 GENERAL ARRANGEMENT
 SPLP USE AREA EXHIBIT

James Logistics
 Partners, L.P.

State of North Carolina
 Professional Engineer
 License No. 80118
 (002) 775-2911

OLD DRAWING NO. 2896-BOO2-EXHIBIT 2
 DATE 01/18/18

NOTES:
 1. CONTRACTOR SHALL VERIFY ALL DIMENSIONS.

3



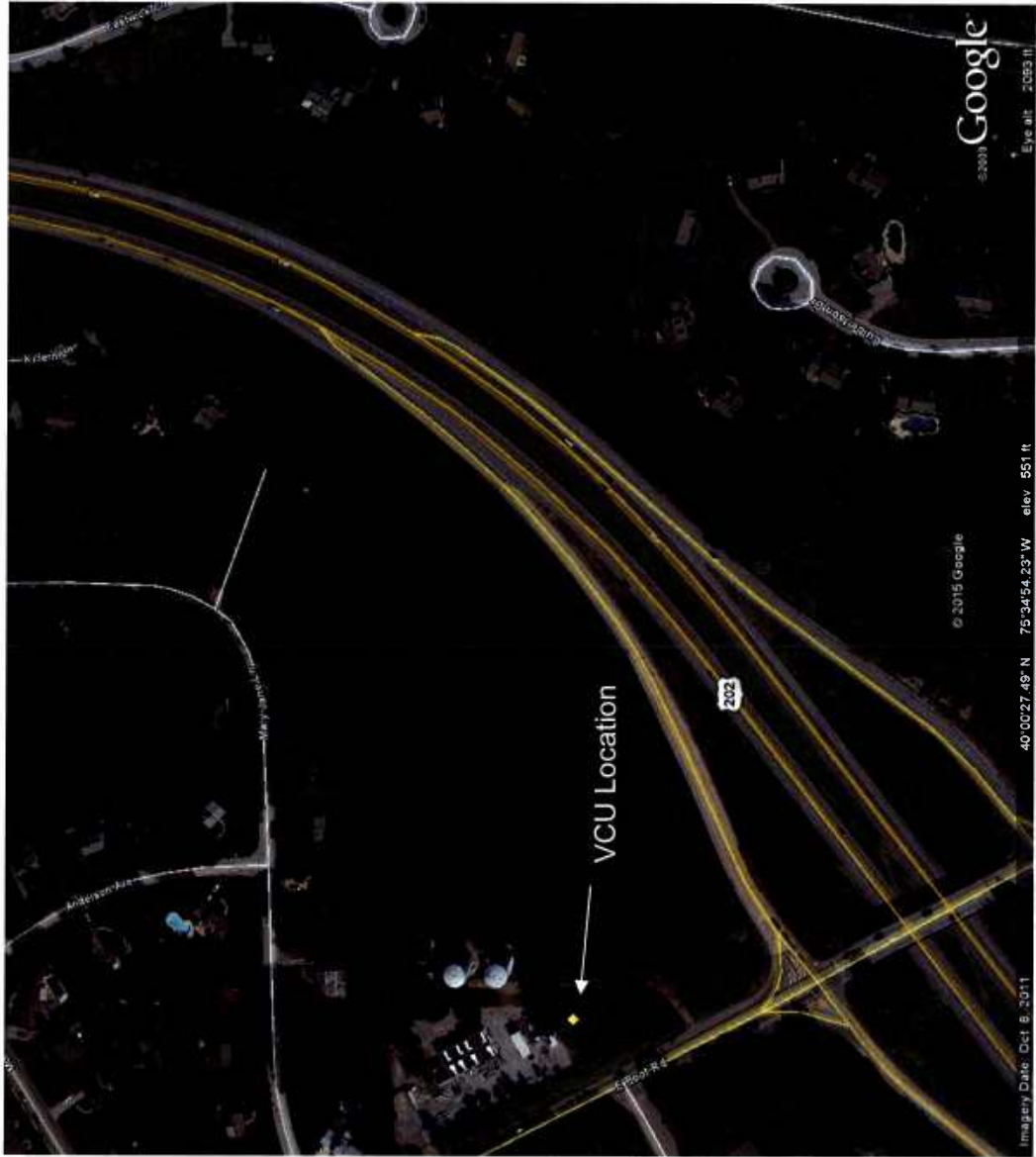
Sunoco Logistics Boot Pump Station Configuration Mariner East

February, 2015

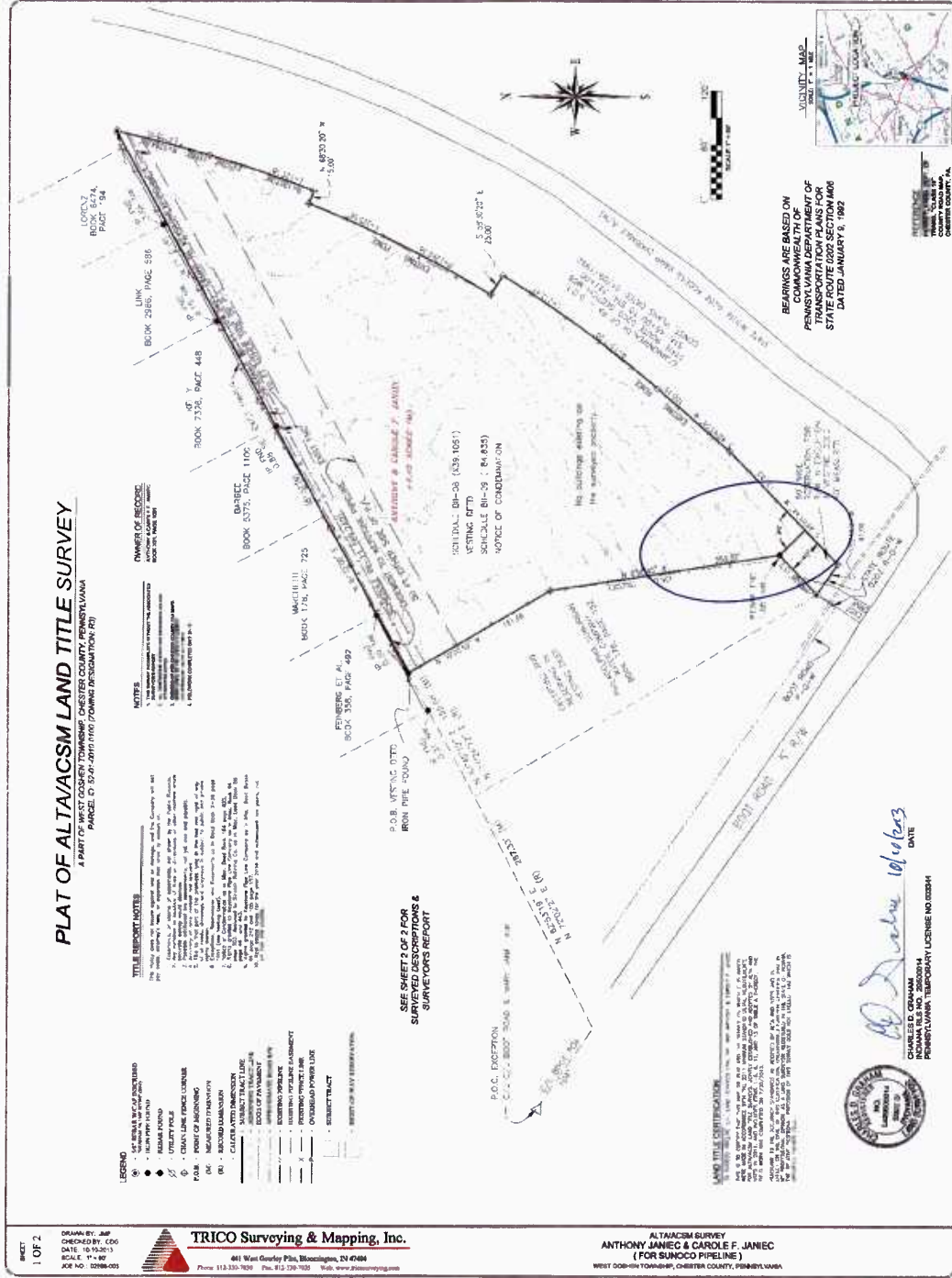
SXL
LISTED
NYSE

Township 3

Boot Pump Station



Boot Pump Station



4

BLANK  ROME LLP
COUNSELORS AT LAW

Phone: (215) 569-5793
Fax: (215) 432-5793
Email: lewis@BlankRome.com

May 15, 2015

Via Federal Express

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street – Filing Room
2nd Floor North
P. O. Box 3265
Harrisburg, PA 17105-3265

**Re: SETTLEMENT AGREEMENT AMONG SUNOCO PIPELINE, L.P.,
WEST GOSHEN TOWNSHIP, AND CONCERNED CITIZENS OF WEST
GOSHEN TOWNSHIP**

Dear Secretary Chiavetta:

At a meeting held on May 13, 2015, the Board of Supervisors of West Goshen Township (the "Township") voted to approve a Settlement Agreement among the Township, Sunoco Pipeline, L.P. ("Sunoco Pipeline"), and a local group of concerned citizens (the "Concerned Citizens of West Goshen Township"). Inasmuch as the Settlement Agreement is an agreement between a public utility, Sunoco Pipeline, and a municipal corporation, West Goshen Township, Section 507 of the Public Utility Code, 66 Pa.C.S. § 507, requires that it be filed with the Public Utility Commission (the "Commission") at least 30 days prior to its effective date (the "Effective Date") in order to be legally valid and binding.

The Settlement Agreement resolves concerns voiced by the Township and CCWGT concerning, among other things, Sunoco Pipeline's proposed operation of a pump station on property near Boot Road in the Township. These public utility facilities are being operated in connection with Sunoco Pipeline's Mariner East Project. Sunoco Pipeline worked with the Township and CCWGT over the past year to address their concerns, including cooperating with an independent safety review conducted by Accufacts, Inc. and Richard Kuprewicz, a nationally recognized pipeline safety expert who was retained by the Township. After completing his comprehensive review, Mr. Kuprewicz opined that Sunoco Pipeline's proposed operations in the

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Township 4

May 15, 2015
Page 2

BLANK  ROME LLP
COUNSELORS AT LAW

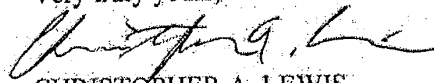
Township for its Mariner East Project meet or exceed all applicable standards:
The primary objective of an integrity management program is for the pipeline operator to undertake efforts to avoid pipeline failure in high consequence areas, such as the Township, from various types of threats that may be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

Mr. Kuprewicz's report is attached as Appendix 5 to the Settlement Agreement. As part of the Settlement Agreement, CCWGT has agreed to mark as satisfied and withdraw a Complaint it had filed at Docket No. C-2014-2451943, challenging the safety of the pump station, within five business days after the Effective Date.

The Settlement Agreement has now been executed by all parties. A true and correct copy of the Settlement Agreement, and the executed signature pages, is enclosed with this letter. As required by Section 507 of the Public Utility Code, Sunoco Pipeline hereby files the Settlement Agreement with the Commission.

If you have any questions, please feel free to contact me. Thank you for your attention to this matter. With kind regards, I am

Very truly yours,



CHRISTOPHER A. LEWIS

CAL:cva
Enclosure

cc: Honorable David A. Salapa (via e-mail)
Honorable Elizabeth H. Barnes (via e-mail)
Kenneth R. Myers, Esquire (via e-mail)
David Brooman, Esquire (via e-mail)
Kristin S. Camp, Esquire (via e-mail)
Scott J. Rubin, Esquire (via e-mail)

301 Carnegie Center, 3rd Floor, Princeton, NJ 08540
A Pennsylvania LLP, Stephen M. Driolsky, New Jersey Administrative Partner
www.BlankRome.com

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

SETTLEMENT AGREEMENT

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

I. Background

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

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

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

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

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

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

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

II. Pertinent Information Provided by SPLP

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

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

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

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

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

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

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

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

5. The VCU is designed so that the anticipated noise level at a distance of 145 feet is 51.3 decibels, as shown on the noise diagram provided by SPLP to WGT and CCWGT attached hereto as Appendix 3 and incorporated by reference.
6. As is the case for all of its products pipelines, the Mariner East Project present and proposed pipelines are included within SPLP's current rupture monitoring system which has several alarms designed for different pipeline conditions and events. Included in SPLP's rupture monitoring system is the Inter Site Automatic Close Logic system (ISACL), a first line of defense automated alarm system designed to automatically shut-down the pipeline and close remotely operated valves on the mainline in the event of a rupture or low pressure on the pipeline. Each individual Mariner East Project pipeline station shall be equipped with an automated shutdown and upset condition response logic that is triggered for all or any segment of the Mariner East Project. If triggered, the pipeline or a segment of the pipeline shall be automatically shut-down and the remotely operated valves impacting the mainline pipeline closed, with no operator discretion. The ISACL system can be triggered by other locations on the pipeline or can be initiated locally and it will trigger events at other pipeline locations.
7. SPLP currently maintains remotely operated inlet and outlet valves at its Boot Road Pump Station in WGT that are controlled by a centralized control room, and these valves will be used in connection with the Mariner East Project. In addition, SPLP maintains a number of remotely operated valves and manual valves, including manual valves at pipeline markers 228 and 236.6 (the pipeline valve locations immediately upstream and downstream from Boot Road) in connection with its Mariner East Project. As part of its final design, SPLP is installing remotely operated valves that are controlled by its centralized control room at pipeline markers 228 and 236.6. SPLP will use commercially reasonable efforts to apply for any permits,

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

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

III. WGT's Safety Review.

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

IV. The Parties' Promises, Covenants and Agreements

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

1. SPLP covenants and agrees as follows:

a. Because of its existing Pump Station Facility at Boot Road, except with respect to the SPLP Use Area, SPLP covenants and agrees that it shall not construct or install any pump stations, 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.

[Signature]
By:

Date: 4-14-15

Attest: Kathleen Anne 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

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

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

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

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

SUNOCO PIPELINE, L.P.

By: _____ Date: _____
Attest: _____
Counsel: _____

WEST GOSHEN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA

(Signature)
By: Name: _____ Date: May 13, 2015
Title: Chairman, Board of Supervisors

Attest: _____
(Signature)
Special Counsel:

CONCERNED CITIZENS OF WEST GOSHEN TOWNSHIP

By: Name: _____ Date: _____
Duly authorized representative of CCWGT

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

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

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

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

SUNOCO PIPELINE, L.P.

By: _____

Date: _____

Attest: _____

Counsel: _____

WEST GOSHEN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA


By: Chairman, Board of Supervisors

Date: _____

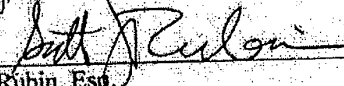
Attest: _____

Special Counsel: _____

CONCERNED CITIZENS OF WEST GOSHEN TOWNSHIP

By:  _____
Raymond Allen
Duly authorized representative of CCWGT

Date: 04/14/2025

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

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

Appendices:

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

APPENDIX 1

Map Showing SPLP Use Area

Appendix 1



 Parsons Brinckerhoff PARTNERSHIP L.P.		SHEET NO. 2896-BO02-EXHIBIT Z
PROJECT NO. 2896-BO02-EXHIBIT Z		DATE 08/11/11
DRAWING NO. 2896-BO02-EXHIBIT Z		SCALE AS SHOWN
PROJECT NAME BOOT STATION GENERAL ARRANGEMENT SPLP USE AREA EXHIBIT		DRAWN BY J. WHITE
CHECKED BY J. WHITE		DATE 08/11/11
APPROVED BY J. WHITE		DATE 08/11/11
PROJECT LOCATION (Address, City, State, Zip)		SHEET NO. 2896-BO02-EXHIBIT Z
PROJECT DESCRIPTION (Brief description of the project)		DATE 08/11/11
DRAWING TITLE BOOT STATION GENERAL ARRANGEMENT SPLP USE AREA EXHIBIT		SHEET NO. 2896-BO02-EXHIBIT Z

CONTRACTOR SHALL VERIFY ALL DIMENSIONS.

APPENDIX 2

Map Showing Location of VCU

Appendix 2



DATE	BY	REVISION

PROJECT NO.	2895-BOO2-EXHIBIT 1
DATE	
SCALE	
BY	
CHECKED BY	
DATE	

PROJECT NO. 2895-BOO2-EXHIBIT 1
 DATE
 SCALE
 BY
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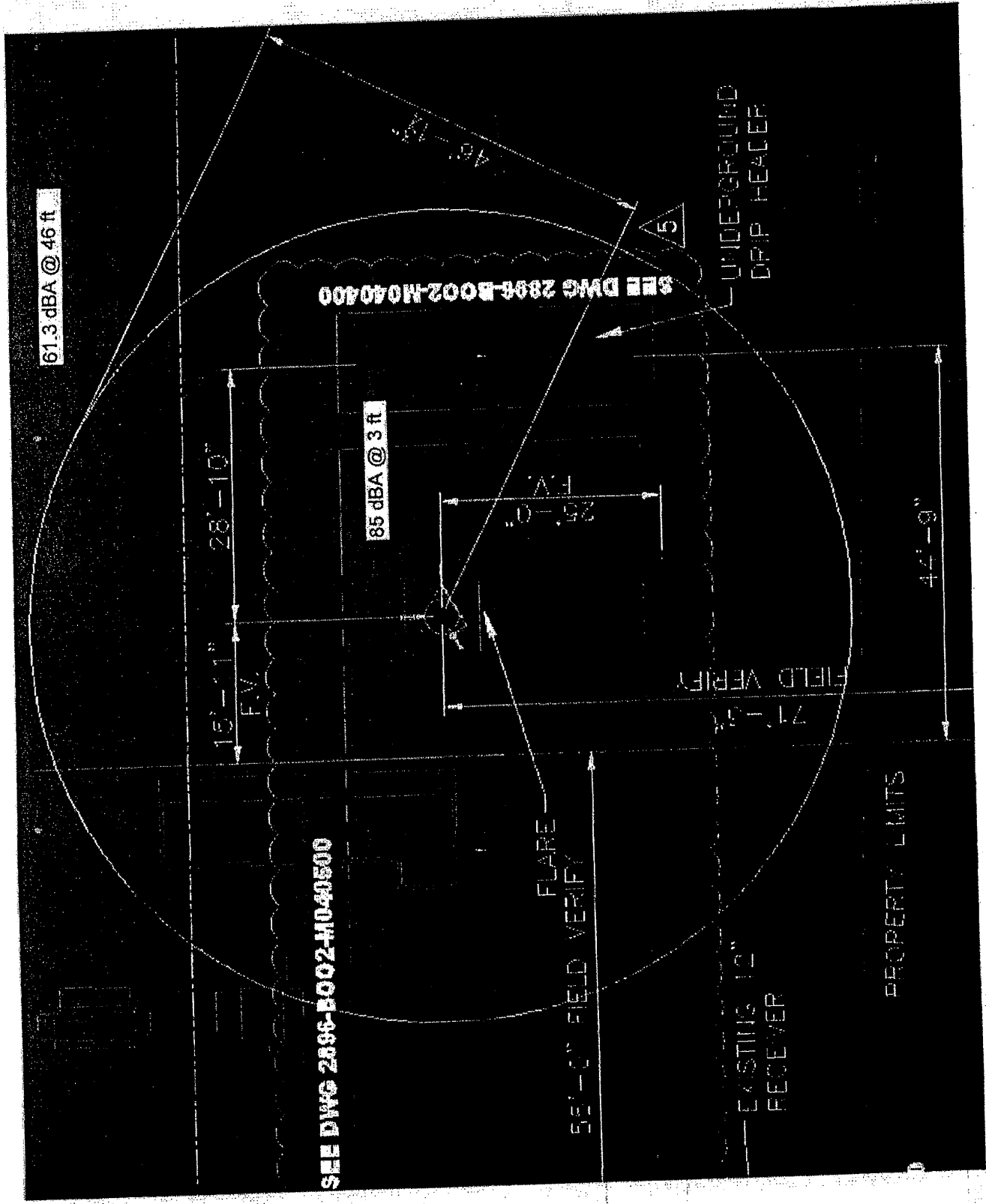
PROJECT NO. 2895-BOO2-EXHIBIT 1
 DATE
 SCALE
 BY
 CHECKED BY
 DATE

PLAN



NOTES:
 1. CONTRACTOR SHALL VERIFY ALL DIMENSIONS.

APPENDIX 3
VCU Noise Diagram



61.3 dBA @ 46 ft.

SEE DWG 2898-B002-M040400

85 dBA @ 3 ft.

18'-1" F.V. 28'-10"

25'-0" F.V.

SEE DWG 2898-B002-M040500

FLARE 55'-0" FIELD VERIFY

EXISTING 12" RECEIVER

71'-0" FIELD VERIFY

UNDERGROUND DRIP HEADER

46'-11"

PROPERTY LIMITS

44'-0"

APPENDIX 4
Form of Deed Restriction

DECLARATION OF RESTRICTIONS

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

BACKGROUND

A. Declarant is the owner of certain real property more particularly described on Exhibit A attached hereto (the "Subject Property").

B. Declarant desires to restrict the use of a portion of the Subject Property as more fully described on Exhibit B attached hereto ("Restricted Parcel 1").

C. Declarant desires to restrict the use of the balance of the Subject Property (i.e., excluding Restricted Parcel 1) as more fully described on Exhibit C attached hereto ("Restricted Parcel 2").

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

1. Declarant covenants and agrees that it shall not construct or install any pump stations, vapor combustion units or above-ground permanent public utility facilities on Restricted Parcel 1.

2. Notwithstanding the foregoing, Declarant shall be permitted to use all or portions of Restricted Parcel 1 for staging construction, laydown or other operational activity on a temporary basis, and Declarant will restore the surface to its former condition following the completion of such activity.

3. Declarant covenants and agrees that the only public utility purposes that shall be permitted on Restricted Parcel 2 are the following purposes: (1) construction, maintenance, repair and/or replacement of a valve station for the Mariner East Project; and (2) staging construction, laydown or other operational activity on a temporary basis provided that Declarant restores the undeveloped surface of Restricted Parcel 2 to its former condition following the completion of such activity.

4. The restrictions set forth herein shall be binding on the Declarant, its successors and assigns, and shall run with the land.

5. This Declaration shall be governed by the laws of the Commonwealth of Pennsylvania

IN WITNESS WHEREOF, Declarant has signed this Declaration the day and year written above.

SUNOCO PIPELINE, L.P,
a Texas limited partnership

BY: _____
Its General Partner

By: _____
Name:
Title:

STATE OF _____

:
:ss
:

COUNTY OF _____

On this, the ___ day of _____, 2015, before me, a Notary Public authorized to take acknowledgements and proofs in the County and State aforesaid personally appeared _____ who acknowledge (himself) (herself) to be the _____ of _____, the sole general partner of Sunoco Pipeline, L.P., and that (s)he, being authorized to so, executed the foregoing instrument on behalf of and as the act and deed of said limited partnership.

IN WITNESS WHEREOF, I hereunto set my hand and notarial seal.

My Commission Expires:

Notary Public

[Notarial Seal]

EXHIBIT A

Legal Description of the Subject Property

EXHIBIT B

Legal Description of Restricted Parcel 1

EXHIBIT C

Legal Description of Restricted Parcel 2

APPENDIX 5
Kuprewicz Report

Accufacts Inc.
"Clear Knowledge in the Over Information Age"

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

Date: March 6, 2015

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

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

1. Introduction

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

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

¹ 49CFR§195.2 Definitions.
Accufacts Inc.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Operation of the Mariner East Pipeline affecting the Township

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

3a) The Boot Road Pump Station

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

⁴ 49CFR§195.304 Test pressures.
Accufacts Inc.

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

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

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

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

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

⁵ 49CFR§195.262 Pumping equipment.
Accufacts Inc.

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

3b) Pipeline Mainline Valve Remote Actuation

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

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

3c) Automatic and Remote Pipeline System Shutdown

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

3d) "Leak Detection" Systems

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

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

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

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

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

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

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

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

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

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

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

3f) The Importance of Emergency Response Plans

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

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

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

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

⁹ 49CFR§195.402(e)(7).

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

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

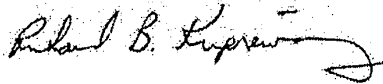
5. Accufacts' Conclusions

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

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

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

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



Richard B. Kuprewicz
President,
Accufacts Inc.

APPENDIX 6

List of Members of Concerned Citizens
of West Goshen Township


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

Raymond and Holly Allen
1244 Killern Lane *Yes Proxy*

Mike and Carol Burkardt
1246 Victoria Lane *CB*

Derick Deangelo
1256 Victoria Lane

Keith Dickerson *11/12/12*
1212 Culbertson Circle


Georgine Guzzi
1303 Anderson Ave *GG*

Leonard Kelly *LK*
1313 Mary Jane Lane

Mark and Mary Jane Lorenz
1317 Mary Jane Lane

DJS
KMS
Drew & Kimberly McCorkell
1303 Mary Jane Lane

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

Anthony Natale III
1254 Victoria Lane

Cindy & Tim Nichols *CS*
1223 Hamlet Hill Drive *TS (SR)*

Tom Pavletich
1132 Laurel Drive

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

Masooda B. Siddiqui *MS*
1325 Mary Jane Lane

Edna Mae Veit *EV*
1314 Mary Jane Lane

Amanda and John Buffington
1008 E. Boot Road

RJ
Rosana I. Chiple
1130 Laurel Drive

MD
Marcella and Mark Denisewicz
1312 Mary Jane Lane

LR
Linda Erfle
1237 Killern Lane

Christine & Ted Frain
1252 Victoria Lane

Leonard J Iacono *LI*
1324 Mary Jane Lane

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

EMM
Eric and Lizann Marchetti
1308 Mary Jane Lane

James & Mary Meyers *JM*
1309 Mary Jane Lane

EMM
Erin Morelli
1322 Mary Jane Lane

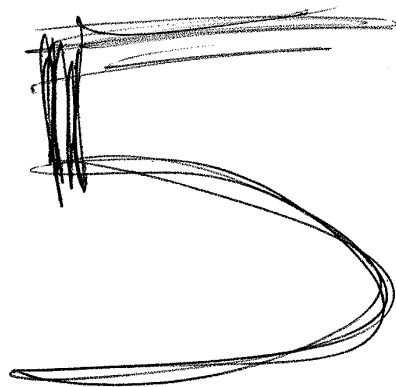
M SM
John & Mary Nescio
1307 Mary Jane Lane

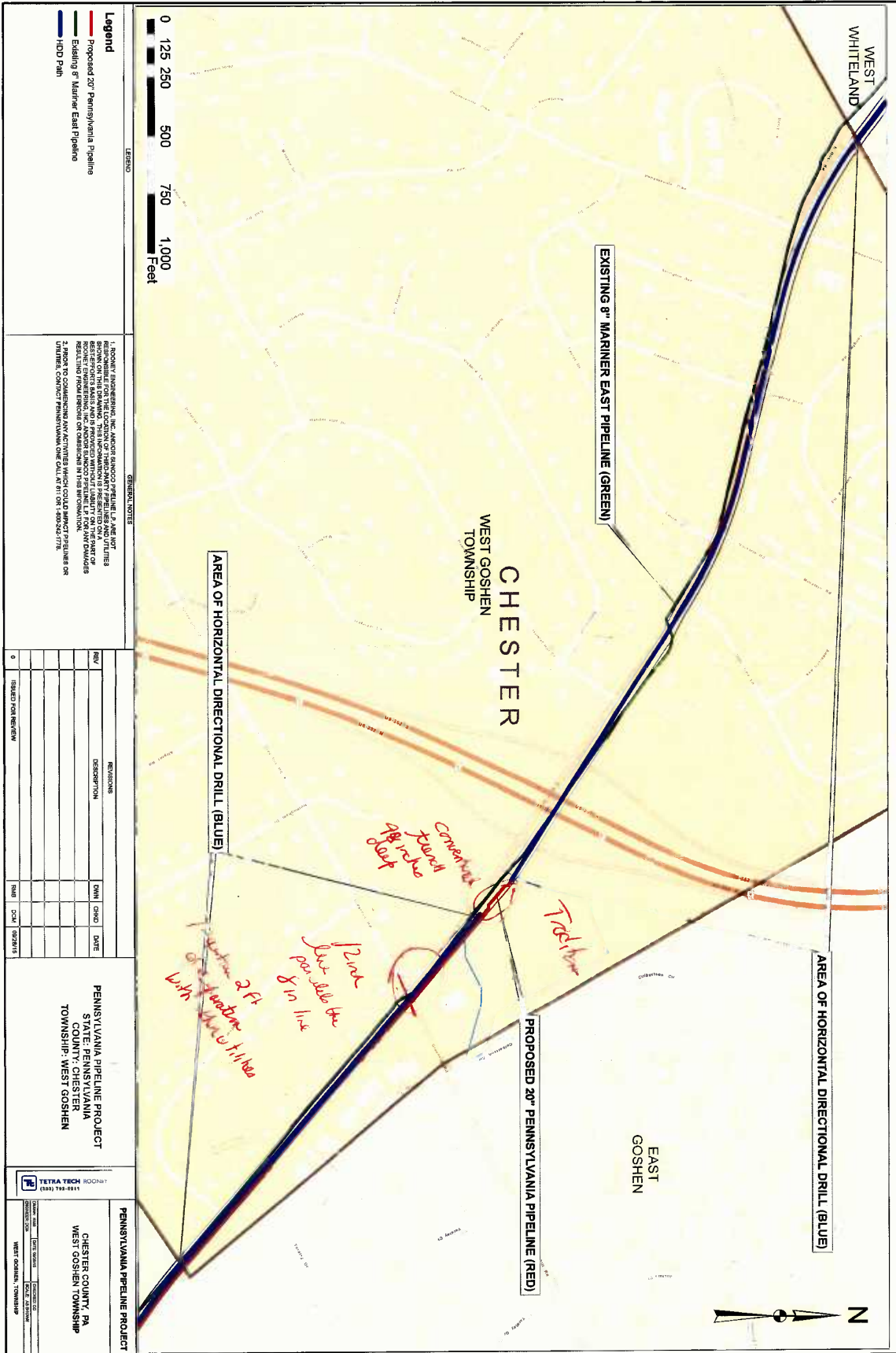
J. M.
Sharon Owen *PR for Sharon Owen Proxy*
1304 Mary Jane Lane

Jeff Perham *JF (SR)*
1221 Trafalgar Lane

Phyllis Ruggiero
1311 Mary Jane Lane

Diane Watson Treon
1320 Mary Jane Lane

A handwritten scribble in black ink, resembling the number 5. It consists of a horizontal top bar with a vertical stem on the left side, and a large, curved bottom section that tapers to a point on the right.



6

CIVIL CONSTRUCTION PLANS FOR SUNOCO - BLOCK VALVE BOOT ROAD



SHEET NO.	TITLE	REV	REV DATE
E_BOXX_C000001	CIVIL COVER SHEET		11/29/2015
E_BOXX_C000002	CIVIL GENERAL NOTES		11/29/2015
E_BOXX_C000003	CIVIL QUANTITY SHEET		11/29/2015
E_BOXX_C000004	CIVIL GENERAL SITE PLAN		11/29/2015
E_BOXX_C000005	CIVIL GENERAL SITE PLAN		11/29/2015
E_BOXX_C000006	CIVIL GENERAL SITE PLAN		11/29/2015
E_BOXX_C000007	CIVIL GENERAL SITE PLAN		11/29/2015
E_BOXX_C000008	CIVIL GENERAL SITE PLAN		11/29/2015
E_BOXX_C000009	CIVIL GENERAL SITE PLAN		11/29/2015
E_BOXX_C000010	CIVIL GENERAL SITE PLAN		11/29/2015
E_BOXX_C000011	CIVIL GENERAL SITE PLAN		11/29/2015

OWNER:
SUNOCO LOGISTICS PARTNERS, L.P.
2115 W. WASHINGTON
DALLAS, TX 75201

ENGINEER:
TETRA TECH ROONEY
1111 W. WASHINGTON STREET, SUITE 500
DALLAS, TX 75201
303.792.8911

SUPERVISOR:
TETRA TECH ROONEY
4411 W. COCKER DRIVE
DALLAS, TX 75244
817.330.7030

Township 6

ISSUED FOR BID



ENGINEERING RECORD	DATE	BY	REASON
DESIGNED BY	11/29/2015	JEFF	ISSUED FOR REVIEW
CHECKED BY	11/29/2015	JEFF	ISSUED FOR REVIEW
SCALE	AS SHOWN		
DATE TO SCALE	11/29/2015		
REV PROJECT /	0000		

8	11/29/15	306-0028	ISSUED FOR BID	NO	JEFF
A	09/12/15	-	ISSUED FOR REVIEW	NO	JEFF
REV	DATE	BY	DESCRIPTION	CHK'D	APP'D
 Sunoco Logistics Partners, L.P. BOOT ROAD CIVIL COVER SHEET MLV-1217-342.5					
DRAWING NO. E_BOXX_C000001					SHEET NO. B

QUANTITY SUMMARY

Item	Description	Unit	Quantity
A	Cut	Cubic Yard	0
B	Fill	Cubic Yard	212
C	PA Modified 24 (6 in Depth)	Square Feet	7,517
D	Chain link Fence	Feet	300
E	12" Swing Gate	Unit	3
F	Seeding	Square Feet	573
G	Erosion Control Matting	Square Feet	573
H	Berm	Linear Feet	20

ISSUED FOR BID



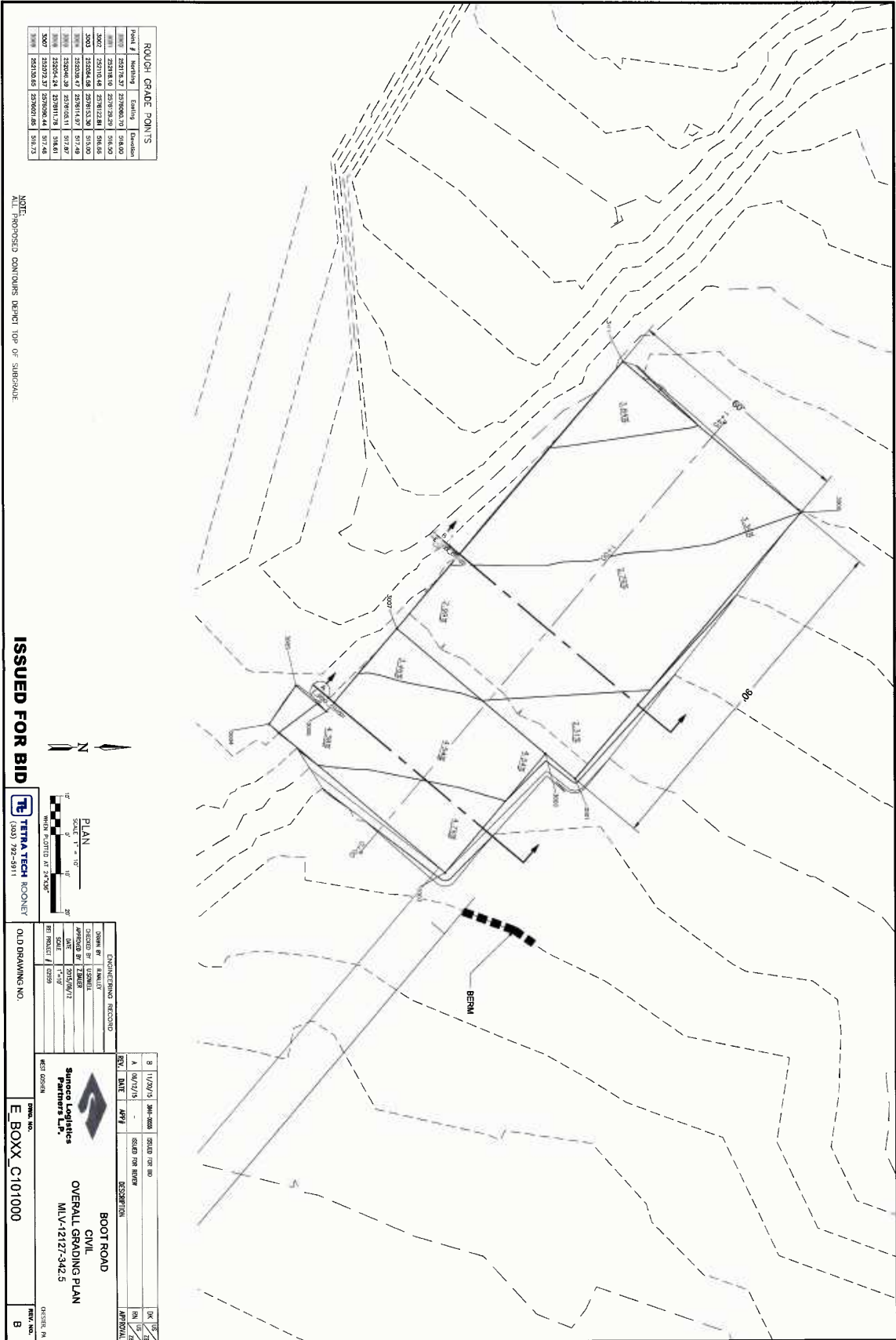
ENGINEERING RECORD
 DRAWN BY: T. DANIELS
 CHECKED BY: T. DANIELS
 PROJECT NO: 2013/06/12
 SCALE: AS SHOWN
 HDI NUMBER: 12009

REV.	DATE	BY	DESCRIPTION	APP'D
B	11/20/13	340-4804	ISSUED FOR BID	
A	04/12/13	-	ISSUED FOR REVIEW	

Sunco Logistics Partners LP
 BOOT ROAD
 CIVIL
 QUANTITY SHEET
 MLV-12127-342.5

OLD DRAWING NO. E_BOXX_C000003

REV. NO. B



Point #	Stationing	Easting	Northing
2001	232176.37	232160.10	518.00
2002	232181.03	232152.29	518.00
2003	232191.88	232142.88	518.00
2004	232204.68	232133.38	518.00
2005	232219.10	232123.17	517.99
2006	232234.44	232111.28	518.01
2007	232252.27	232096.44	517.45
2008	232282.05	232079.85	516.73

NOTE:
ALL PROPOSED CONTOURS DERIVED TOP OF SUBGRADE

ISSUED FOR BID

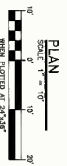
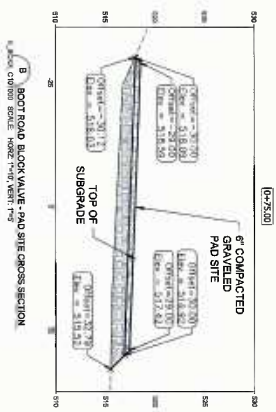
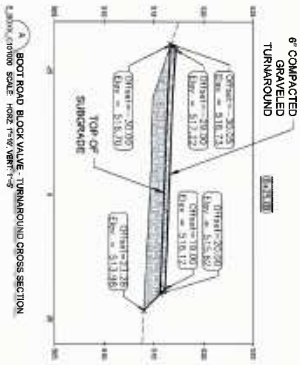
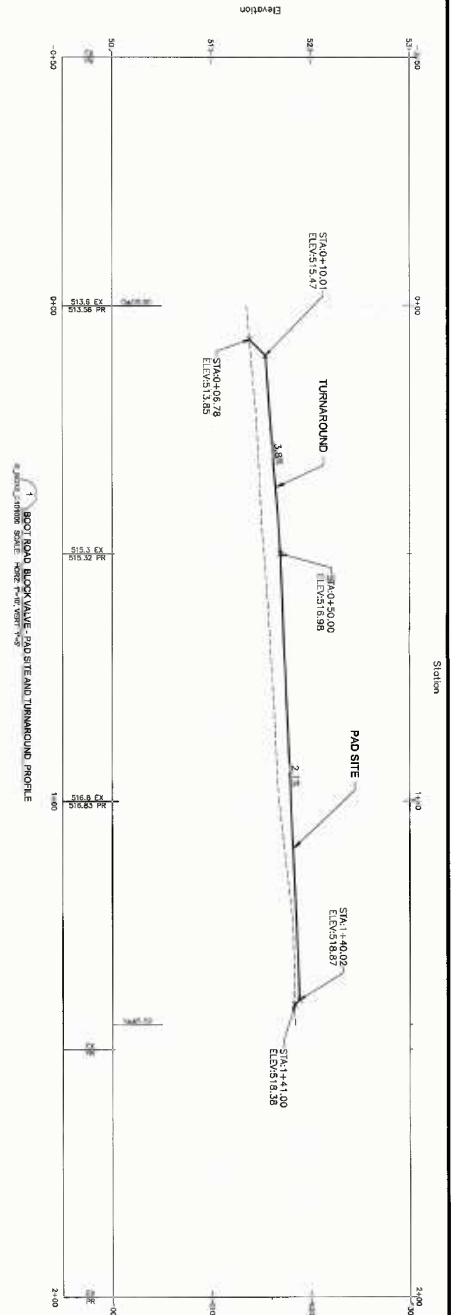

TETRA TECH ROONEY
 (800) 792-5911
 PLAN
 SCALE 1" = 10'
 MAIN LOTTED AT 2' X 2'

ENGINEERING RECORD	
DRAWN BY	S.MULLY
CHECKED BY	L.UMBER
APPROVED BY	S.MULLY
DATE	30/05/12
SCALE	1"=10'
REV	PROJECT # 02099

REV.	DATE	APP.	DESCRIPTION	CHK.	DATE
B	1/20/15	S.MULLY	ISSUED FOR BID	SM	1/20/15
A	04/17/15	-	ISSUED FOR REVIEW	SM	04/17/15

BOOTH ROAD
 CIVIL
 OVERALL GRADING PLAN
 M.L.V.-12127-342.5
 WEST POSITION

FIRM NO. **E_BOX_C101000**
 DRAWING NO. **B**



ISSUED FOR BID



(803) 792-2911

OLD DRAWING NO.

E-BOXX_C101001

ENGINEERING RECORD	DESIGNED BY	SKETCHED BY
CHECKED BY	DATE	SCALE
NO. PROJECT	NO. SHEET	NO. SHEETS

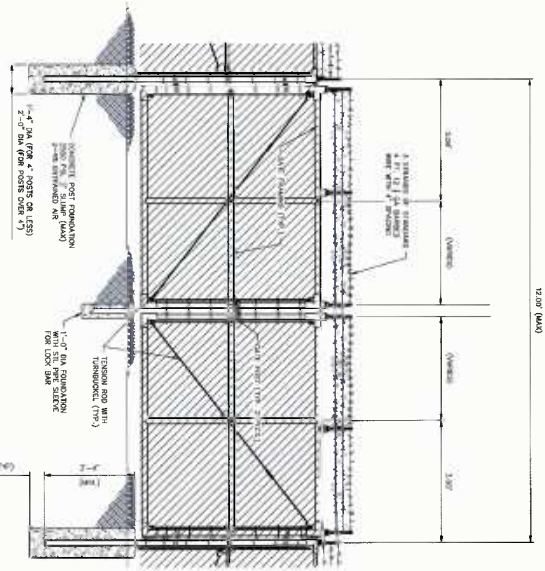
Sunco Logistics Partners L.P.

BOOT ROAD
CIVIL
CROSS SECTIONS
MLY-12127-342 5

REV.	DATE	BY	DESCRIPTION	CHK.	APP.
B	11/20/15	SMC	ISSUED FOR BID		
A	04/17/15	-	ISSUED FOR REVIEW		

DATE: 11/12/15

REV. NO. B



12' DOUBLE SWING GATE - ELEVATION VIEW

- NO SCALE
- CONSTRUCTION NOTES:
1. CHECK AND STANDARD
 - A. AMERICAN ASSOCIATION OF STATE HIGHWAY ENGINEERS
 - B. AMERICAN ASSOCIATION OF STATE HIGHWAY ENGINEERS
 - C. AMERICAN ASSOCIATION OF STATE HIGHWAY ENGINEERS
 - D. AMERICAN ASSOCIATION OF STATE HIGHWAY ENGINEERS
 - E. AMERICAN ASSOCIATION OF STATE HIGHWAY ENGINEERS
 - F. AMERICAN ASSOCIATION OF STATE HIGHWAY ENGINEERS
 - G. AMERICAN ASSOCIATION OF STATE HIGHWAY ENGINEERS
 - H. AMERICAN ASSOCIATION OF STATE HIGHWAY ENGINEERS
 - I. AMERICAN ASSOCIATION OF STATE HIGHWAY ENGINEERS
 - J. AMERICAN ASSOCIATION OF STATE HIGHWAY ENGINEERS
 - K. AMERICAN ASSOCIATION OF STATE HIGHWAY ENGINEERS
 - L. AMERICAN ASSOCIATION OF STATE HIGHWAY ENGINEERS
 - M. AMERICAN ASSOCIATION OF STATE HIGHWAY ENGINEERS
 - N. AMERICAN ASSOCIATION OF STATE HIGHWAY ENGINEERS
 - O. AMERICAN ASSOCIATION OF STATE HIGHWAY ENGINEERS
 - P. AMERICAN ASSOCIATION OF STATE HIGHWAY ENGINEERS
 - Q. AMERICAN ASSOCIATION OF STATE HIGHWAY ENGINEERS
 - R. AMERICAN ASSOCIATION OF STATE HIGHWAY ENGINEERS
 - S. AMERICAN ASSOCIATION OF STATE HIGHWAY ENGINEERS
 - T. AMERICAN ASSOCIATION OF STATE HIGHWAY ENGINEERS
 - U. AMERICAN ASSOCIATION OF STATE HIGHWAY ENGINEERS
 - V. AMERICAN ASSOCIATION OF STATE HIGHWAY ENGINEERS
 - W. AMERICAN ASSOCIATION OF STATE HIGHWAY ENGINEERS
 - X. AMERICAN ASSOCIATION OF STATE HIGHWAY ENGINEERS
 - Y. AMERICAN ASSOCIATION OF STATE HIGHWAY ENGINEERS
 - Z. AMERICAN ASSOCIATION OF STATE HIGHWAY ENGINEERS
 2. FOUNDATIONS
 - A. ALLOWABLE NET SOIL BEARING PRESSURE FOR EACH FOOTING - 2000 PSF
 - B. MINIMUM DEPTH FOR FOOTINGS - 3'-0" BELOW GRADE
 - C. CONCRETE PROTECTION FOR REINFORCING SHALL BE IN ACCORDANCE WITH ACI-308.2R UNLESS NOTED OTHERWISE
 3. CONCRETE PROTECTION FOR REINFORCING SHALL BE IN ACCORDANCE WITH ACI-308.2R UNLESS NOTED OTHERWISE

ISSUED FOR BID



OLD DRAWING NO.

E-BOXX C201003

REV. NO. B

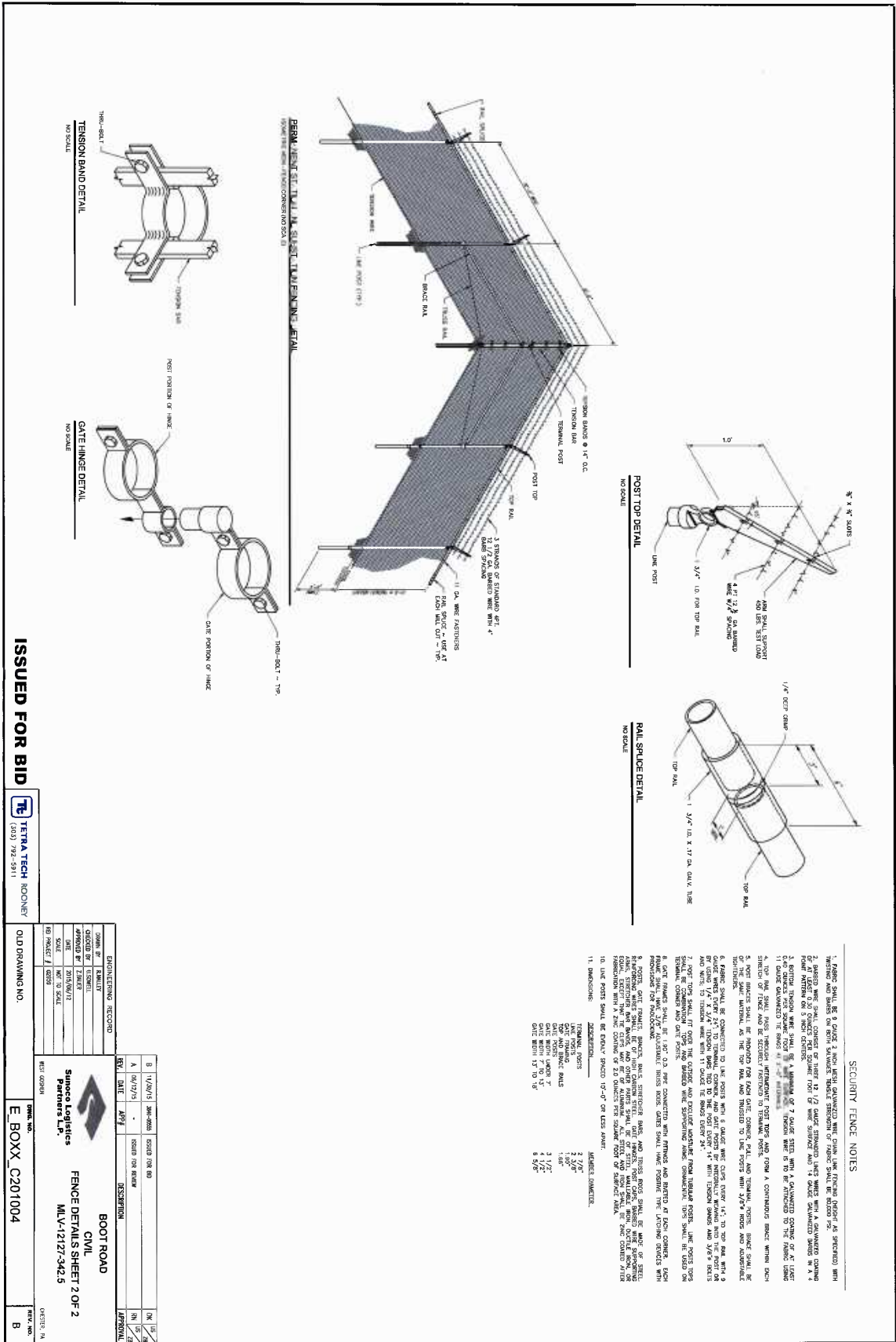
ENGINEERING RECORD
DRAWN BY: T. BARKLEY
CHECKED BY: T. BARKLEY
DATE: 03/10/12
SCALE: NOT TO SCALE
PROJECT NO: 05009

Seneca Logistics Partners LP

BOOT ROAD CIVIL FENCE DETAILS SHEET 1 OF 2

MLV-12127-342.5

REV.	DATE	BY	DESCRIPTION	DATE
B	11/20/15	SMC-SMS	ISSUED FOR BID	
A	08/12/15	-	SCALE FOR REFER	



ISSUED FOR BID



TETRA TECH ROONEY

(303) 792-5911

OLD DRAWING NO.

DATE

BY

FOR REVIEW

SCALE

NO PROJECT /

REV. NO.

E_BOXX_C201004

REV. NO.

B

NO.	DATE	BY	FOR REVIEW	SCALE	NO PROJECT /	REV. NO.
1	11/29/15	SMB	ISSUED FOR BID			
2	06/17/15	JDF	ISSUED FOR REVIEW			

ENGINEERING RECORD	DATE	BY	FOR REVIEW	SCALE	NO PROJECT /	REV. NO.
OWNED BY						
DESIGNED BY						
CHECKED BY						
DATE						
SCALE						
NO PROJECT /						

Booxt

Sinoec Logistics Partners, L.P.

FENCE DETAILS SHEET 2 OF 2

MLV-1217-342.5

BOOT ROAD

CIVIL

DATE: 11/29/15

REV. NO. B

7

Chapter 69

SOIL EROSION AND SEDIMENT CONTROL

- § 69-1. Purpose.
- § 69-2. Title.
- § 69-3. Definitions.
- § 69-4. Activities requiring permit.
- § 69-5. Activities not requiring a permit.
- § 69-6. Forest management plans.
- § 69-7. Permit application procedure.
- § 69-8. Inspection and permit fees and permit approval.
- § 69-9. Regulations.
- § 69-10. Inspections.
- § 69-11. Revocation or suspension of permit.
- § 69-12. Permit expiration and renewal.
- § 69-13. Performance bond.
- § 69-14. Remedies.
- § 69-15. Violation and enforcement provision.

[HISTORY: Adopted by the Board of Supervisors of the Township of West Goshen 3-23-1982 by Ord. No. 3-1982. Amendments noted where applicable.]

GENERAL REFERENCES

- Building construction — See Ch. 28.
- Stormwater management — See Ch. 71.
- Subdivision of land — See Ch. 72.
- Zoning — See Ch. 84.

§ 69-1. Purpose.

The purpose of this chapter is to regulate modification of natural terrain and the alteration of drainage by providing for runoff, erosion and sediment control measures and maintenance of artificial structures and surfaces within West Goshen Township to assure, protect and safeguard the health, safety and general welfare. It implements Title 25, Rules and Regulations, Part I, Commonwealth of Pennsylvania, Department of Environmental Protection, Subpart C, Protection of Natural Resources, Article II, Water Resources, Chapter 102, Erosion Control, as the same may from time to time be supplemented and amended.

§ 69-2. Title.

This chapter shall be known and cited as the "West Goshen Township Soil Erosion, Sedimentation and Grading Control Ordinance."

§ 69-3. Definitions.

As used in this chapter, the following definitions shall apply:

APPROVED FORESTER — A member in good standing of the Association of Consulting Foresters or an individual who has obtained a bachelor of science degree in forestry from a

§ 69-9

WEST GOSHEN TOWNSHIP CODE

§ 69-11

- (h) Construction debris shall not be disposed of near or around the bases of trees.
- (i) Where removal of trees has been approved as a consequence of required construction activities, the permittee shall be required to replace at least 50% of such removed trees with a mixture of deciduous and nondeciduous trees having a minimum caliper of 1 1/2 inches at breast height. The permittee shall submit a landscape plan to the Board of Supervisors for its approval to any such removal. The Board shall have a period of 90 days from such submission to review the landscape plan and may, for such purpose, employ consultants to aid in its review. [Amended 3-24-1987 by Ord. No. 3-1987]

§ 69-10. Inspections.

- A. All inspections shall be the responsibility of the Township Engineer or Building Inspector. The permittee shall notify the Township Building Inspector at least 48 hours before any work is undertaken pursuant to an issued permit.
- B. Inspections will be carried out on a random basis, except as stated in Subsection D of this section. A set of as-built plans shall be on file at the site and at the Township Office at all times during the course of work carried out pursuant to the permit.
- C. Engineering check notes shall accompany all as-built plans which involve structural or mechanical measures and shall serve as supporting evidence that structures meet design standards and specifications as contained herein.
- D. A final inspection shall be conducted by the Township Engineer or Building Inspector to certify compliance with this chapter. Satisfactory compliance shall be necessary before issuance of an occupancy permit, if applicable.

§ 69-11. Revocation or suspension of permit.

Any permit issued under this chapter may be revoked or suspended by the Board of Supervisors of the Township, after notice to the permit holder for:

- A. Failure to carry out the control measures described in the application at the appropriate times as specified in the applicable time schedule or within such reasonable extension as may be granted by the Township Engineer.
- B. Violation of any other condition of the permit.
- C. Violation of any provision of this chapter or any other applicable law, ordinance, rule or regulation relating to the work.
- D. Existence of any condition or the doing of any act constituting or creating a nuisance, hazard or endangering human life or the property of others.

8

West Goshen Township
 1025 Paoli Pike
 West Chester, PA 19380

GRADING, DRAINAGE, EROSION CONTROL CHECKLIST

Residential - required if disturbing more than 6 inches of earth

1.	Application Fee	\$ 50.00
	Review/Escrow	\$ 200.00
2.	Grading Permit	
	Application Fee	\$ 50.00
	Review/Escrow	\$ 200.00
3.	Drainage Permit	
	Application Fee	\$ 50.00
	Review/Escrow	\$ 200.00
4.	Single Family – New Construction	
	Application Fee	\$ 100.00
	Review/Escrow	\$ 500.00
5.	Multi Family – Up to 5 units	
	Application Fee	\$ 150.00
	Review/Escrow	\$ 750.00
6.	Multi Family – Over 5 units	
	Application Fee	\$ 150.00
	Review/Escrow	\$1250.00
7.	In-Ground Pool	\$ 50.00
8.	Forestry	\$ 50.00

Non-Residential - required if disturbing more than 6 inches of earth

1.	Applications less than 1 acre	
	Application Fee	\$ 200.00
	Review/Escrow	\$ 1000.00
2.	Applications more than 1 acre	
	Application Fee	\$ 200.00
	Review/Escrow	\$ 2000.00
3.	Additional reviews beyond (2)	\$ 100.00

Make check payable to: WEST GOSHEN TOWNSHIP. Submit with your application the following:

- 3 copies of soil & erosion plans (**folded – not rolled**)
- 2 copies of any drainage calculations (**folded – not rolled**)
- 2 copies of application for permit (**completed and signed**)
- 2 copies of cash agreement (**completed and signed**)

The Township Engineer, Rick Craig, has 30 days to review a Soil & Erosion application/plan. **Any questions** regarding this application must come through our Township Engineer directly.

Once an application for soil & erosion is approved, the **Township Engineer requires 48 hours notice prior to moving any soil.**

Note: If you are accessing this permit via our website (www.westgoshen.org), please be advised that the following corresponding ordinances are available online through our Township Code Link:

- Chapter 69 - Soil Erosion and Sedimentation Control
- Chapter 71 - Stormwater Management

For those permits requiring County and State approval, please be advised that the corresponding forms are also available via our website through our Chester County Link, or at:

http://www.chesco.org/conservation/forms_apps.htm
 Revised 4/1/2011



WEST GOSHEN TOWNSHIP
1025 Paoli Pike
West Chester, Pennsylvania 19380
• 610-696-5266 • Fax 610-429-0616 • www.westgoshen.org

Township Use Only:
DATE RECEIVED: _____
PERMIT NO: _____
MAGNET NO: _____
PERMIT FEE: _____

GRADING, DRAINAGE, EROSION CONTROL PERMIT APPLICATION

Is this project related to a current building permit? YES NO If YES, Building permit No.: _____
Tax Parcel No.: 52- _____ Zoning: _____ Total Acreage: _____
Project Location/Name (Street Address or Legal Description):

Description of work : _____

Does work affect other property in any way? YES NO If YES, explain: _____

Start Date: _____ Completion Date: _____

OWNER
Name: _____
Address: _____
Telephone: _____ Cell/Other Phone _____ Email: _____

ARCHITECT/ENGINEER:
Name: _____
Address: _____
Telephone: _____ Cell/Other Phone _____ Email: _____

CONTRACTOR:
Name: _____
Company: _____
Address: _____
Telephone: _____ Cell/Other Phone _____ Email: _____
INSURANCE: General Liability Workers Compensation
(COPY ATTACHED)

I HEREBY AGREE TO ACCEPT AND ABIDE BY THE GENERAL GRADING PERMIT PROVISIONS, THE CONDITIONS OF APPROVAL PERTAINING TO THIS PERMIT, AND THE WEST GOSHEN MUNICIPAL CODE.

Signature of Owner Date

Signature of Contractor Date

THIS PERMIT IS TO BE STRICTLY CONSTRUED AND NO WORK OTHER THAN THAT SPECIFICALLY MENTIONED ABOVE IS AUTHORIZED HEREBY. TOWNSHIP ENGINEER MUST BE CONTACTED FORTY EIGHT (48) HOURS PRIOR TO MOVING ANY SOIL.

DEPARTMENT APPROVAL:
Date Permit Granted _____ Permit Approved By _____
REMARKS:

West Goshen Township
1025 Paoli Pike
West Chester, PA 19380

Grading, Drainage, Erosion Control Escrow Agreement

CASH AGREEMENT FOR ENGINEER, PLAN REVIEW AND INSPECTION FEES, SOLICITOR'S FEES INCURRED IN CONNECTION WITH PLAN REVIEW AND DOCUMENT PREPARATION AND ADMINISTRATIVE COSTS AND EXPENSES.

THIS AGREEMENT made this _____ day of _____,

between _____ (hereinafter known as "The Applicant") of _____

Address

and WEST GOSHEN TOWNSHIP, Township of the Second Class of the Commonwealth of Pennsylvania, (hereinafter known as "The Township").

WITNESSETH:

1. Applicant has filed the Soil Erosion & Sediment Control Application, together with plans and supporting documentation required by the West Goshen Township Soil Erosion & Sediment Control Ordinance of 1982, as amended (hereafter "The Ordinance"), for Soil & Erosion Plan known as:

2. The Applicant hereby authorizes and directs the Township's Engineer to review the application, together with all plans, surveys, schedules, modules, design criteria and other documents submitted or required to be submitted hereafter as part of the application procedure, together with any and all amendments thereto, and to prepare a report of his findings and recommendations with respect to same for the Township as may be required in order to process and review the application both prior to and following issuance of any permits or plan approvals. In addition, the Applicant hereby authorizes and directs the Township's Engineer to perform all inspections required, both during and following construction. Such reviews and inspections and all services performed relative thereto shall be carried out in accordance with good engineering practices, the requirements of "The Ordinance" and the rules and regulations of the Township with respect thereto.

3. The creation of this Agreement shall in no way require the Township, its engineer or solicitor to approve the Applicant's proposed Soil & Erosion Plan Application or any plan related thereto, either as originally submitted or as thereafter modified.

- 4. The applicant hereby authorizes and directs the Township's solicitor to review such portion of the plans and documents submitted with the application or submitted in conjunction with the application as the Township shall require, and to prepare such additional documentation, including reports, agreements, easements or other legal documents necessary to insure compliance with the provisions of "The Ordinance."
- 5. The applicant hereby pays to the Township the sum as established by Resolution for all costs and expenses, charges and fees as hereinabove described which may be incurred by the Township. Neither the Township nor its engineer or solicitor shall commence processing the Applicant's application until the required fee has been paid to the Township.
- 6. The Township agrees and acknowledges that its engineering and solicitor's fees shall be equal to such engineer's and solicitors hourly rate in effect with the Township at the time such services are performed.

IN WITNESS WHEREOF, the first parties have executed this Agreement on the date first above mentioned and intending to be legally bound hereby, the Applicant acknowledging that he/it has received a true copy of this Agreement, the original being maintained by the Township.

WITNESS

APPLICANT (Print or Type name of Applicant)

ATTEST: _____
Secretary

BY: _____
President, General Partner, Proprietor,
Owner, or Authorized Representative

LOCATION OF PROJECT:

-

Address

Telephone Number

ATTEST: _____

BY: _____
West Goshen Township

**WEST GOSHEN TOWNSHIP, CHESTER COUNTY
WORKERS' COMPENSATION INSURANCE COVERAGE INFORMATION**

I. APPLICANT

Applicant: _____

A. Applicant is a contractor within the meaning of the Pennsylvania Workers' Compensation Law:
 YES NO If the answer is "YES", complete Sections II and III below, as appropriate.

B. Applicant has hired or intends to hire a contractor within the meaning of the Pennsylvania Workers' Compensation Law:
 YES NO If the answer is "YES", complete Sections II and III below, as appropriate.

II. APPLICANT'S FEDERAL OR STATE IDENTIFICATION NO: _____

If Applicant is a qualified self-insurer for Workers' Compensation, attach Certificate of Insurance to this Addendum.

If Applicant subscribes for Workers' Compensation Insurance provide Name and address of Workers' Compensation Insurer:

Policy Number: _____ Policy Expiration Date: _____
Attach Certificate of Insurance to this Addendum

NOTE: *West Goshen Township must be named as a certificate holder on all Certificates of Workers' Compensation Insurance and/or on all Certificates of Qualified Self-Insurance.*

III. EXEMPTION

This Section is to be completed ONLY if Applicant is a contractor claiming exemption from providing Workers' Compensation Insurance.

The undersigned swears/affirms that he/she is not required to provide Workers' Compensation Law for one of the following reasons, as indicated:

Religious Exemption Contractor has no employees

Applicant's Signature _____

NOTE:

CONTRACTOR IS PROHIBITED FROM EMPLOYING ANY INDIVIDUAL TO PERFORM ANY WORK IN CONNECTION WITH THIS PERMIT UNLESS AND UNTIL CONTRACTOR PROVIDES TO WEST GOSHEN TOWNSHIP SATISFACTORY PROOF OF INSURANCE. IN THE EVENT THAT WEST GOSHEN TOWNSHIP RECEIVES ACTUAL NOTICE THAT A PERMITTEE WHO HAS FILED AN AFFIDAVIT OF EXEMPTION FROM WORKERS' COMPENSATION INSURANCE HAS HIRED EMPLOYEES TO PERFORM WORK IN CONNECTION WITH THE PERMIT AND HAS NOT OBTAINED THE REQUIRED INSURANCE AND PROVIDED WEST GOSHEN TOWNSHIP WITH THE REQUISITE INFORMATION, WEST GOSHEN TOWNSHIP SHALL ISSUE A STOP WORK ORDER. SUCH STOP WORK ORDER SHALL REMAIN IN EFFECT UNTIL PROPER WORKERS' COMPENSATION COVERAGE IS OBTAINED AND PROPER DOCUMENTATION IS RECEIVED BY WEST GOSHEN TOWNSHIP.

**STATE OF PENNSYLVANIA
COUNTY OF CHESTER**

On this _____ day of _____, 20_____, before me, the undersigned officer, personally appeared, _____ known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(Seal)
Notary Public



West Goshen Township

1025 Paoli Pike
West Chester, PA 19380
Phone: (610) 696-5266
Fax: (610) 429-0616
www.westgoshen.org

**Earth Disturbance
Permit
2017-202-1**

Construction authorized by this permit must comply with Pennsylvania Act 45-1999.

Summary

Total Fees: \$2,200.00

This is to certify that Sunoco Pipeline Lp has filed an application for an Earth Disturbance Permit with the Zoning Officer of West Goshen Township. This application having been found to comply with the Zoning Ordinance of West Goshen Township and is hereby granted the right to commence work on this Earth Disturbance project.

Property Information

Tax ID: 52-1-8-U
Owner: Sunoco Pipeline Lp
Address: 1141 BOOT RD, West Chester, PA 19380
Phone: (610) 670-3284

Subdivision:

Lot Number:

Contractor Information

Company:
Phone:

Construction Information

Acres: 3.85
Estimated Value:

Type: Earth Disturbance
Category:

Description of Proposed Work

Installation of the Sunoco Pa Pipeline Project. Pipe will be installed via horizontal directional drill HDD for most of the length within West Goshen. There will be a vegetated block valve pad installed east of Rt 202 along Boot Rd. In accordance with Post Construction Stormwater Management Plan Report and Plans dated June 2, 2017 and Erosion and Sediment Control Report and Plans dated February, 2017.

Contacts

Contact Type: Applicant
Company Name: Sunoco Pipeline Lp
Full Name:
Address: 535 Fritztown Road, Sinking Springs, PA 16908
Email: mlgordon@sunocologistics.com

Home Phone:
Business Phone: (610) 670-3284

Richard J.
Craig, PE, CSM
Code Official

Digitally signed by: Richard J. Craig, PE, CSM
DN: CN = Richard J. Craig, PE, CSM email =
rcraig@westgoshen.org C = AD O = West
Goshen Township OU = Township Engineer
Date: 2017.06.06 10:40:52 -0500

6 June 2017

Date



West Goshen Township

1025 Paoli Pike
West Chester, PA 19380
Phone: (610) 696-5266
Fax: (610) 429-0616
www.westgoshen.org

**Earth Disturbance
Permit
2017-202-1**

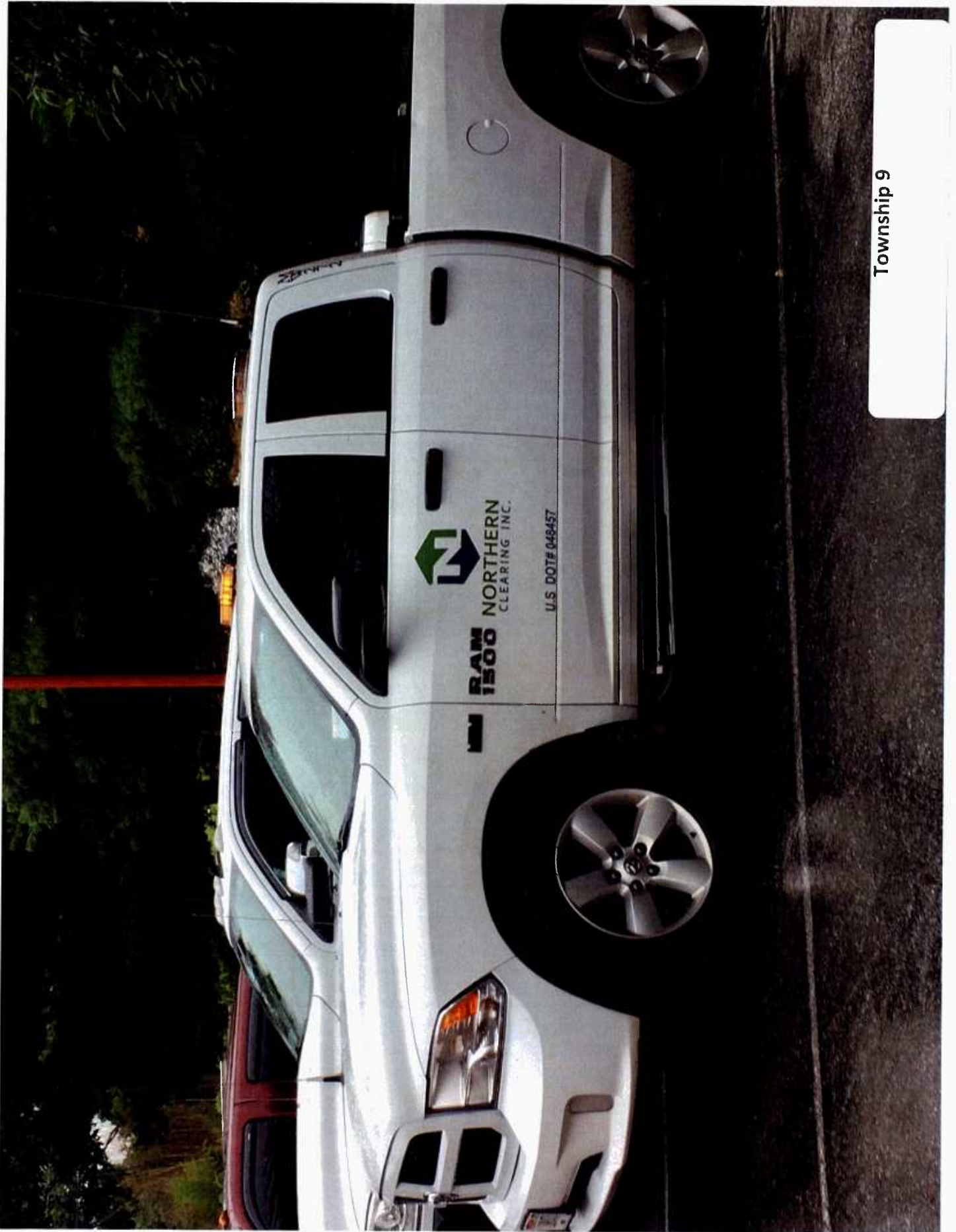
**IMPORTANT
YOU ARE REQUIRED TO CALL FOR THE FOLLOWING INSPECTIONS**

Call (610) 696-5266

ALLOW 24 HOURS NOTICE

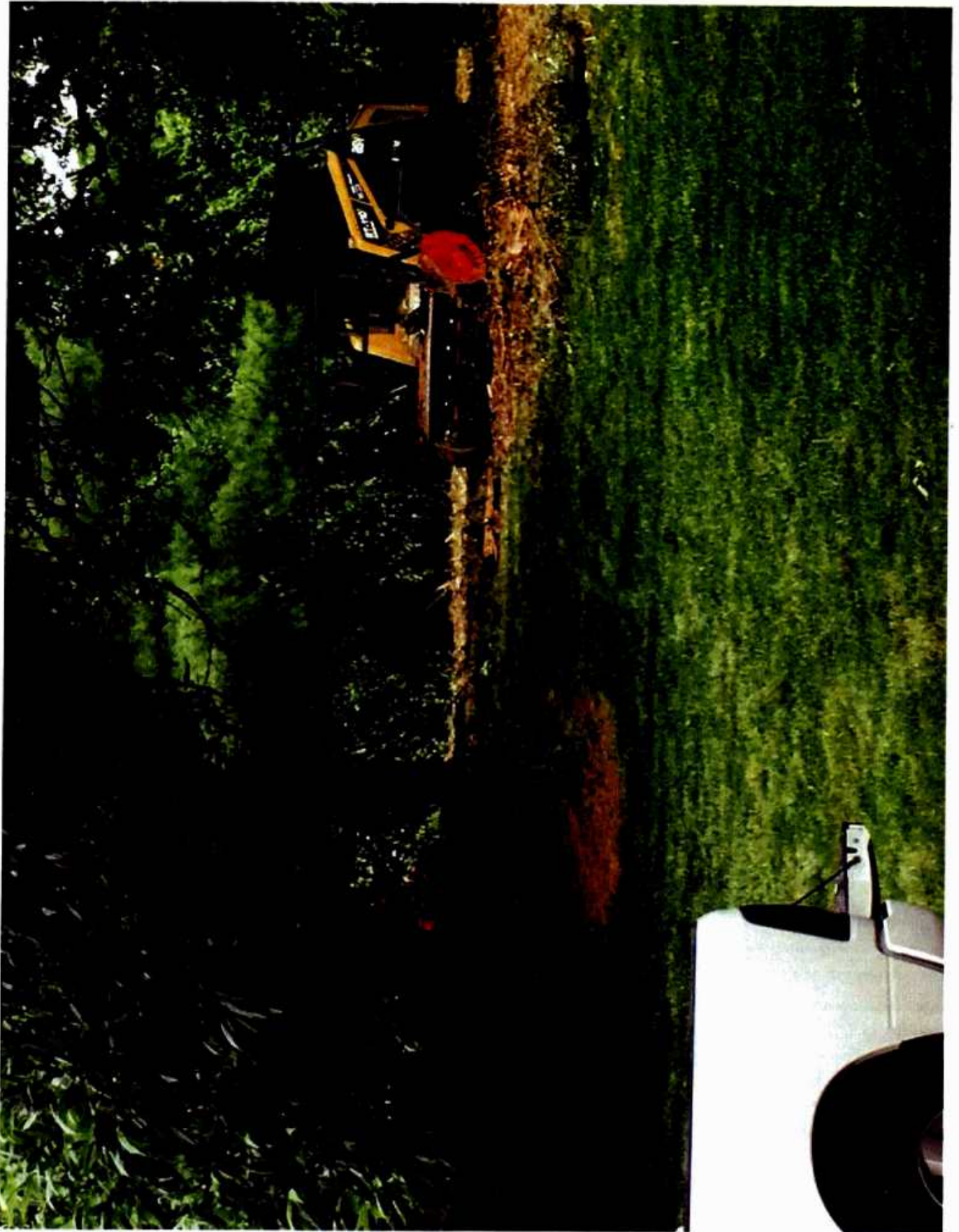
1. Footing inspection: after footings are dug with chairs and rods in place and before concrete is poured.
2. Foundation inspection: before backfill is installed. Grease traps, cleanouts, foundation and roof drains must be in place; foundation coating must be applied, anchor bolts and top plate shall be installed.
3. Under-slab inspection: prior to pouring after sub-base, vapor barrier, and reinforcing materials are properly placed.
4. Framing inspection: performed after all rough-in work is complete and approved on plumbing, electrical, and mechanical systems including all fire-blocking, fire-stopping, draft-stopping and bracing are in place. Performed prior to the installation of any insulation material.
5. Insulation inspection.
6. Final inspection: performed after all construction is complete. Including but not limited to electrical, plumbing, mechanical, accessibility, fire protection systems, energy conservation, and general building. A Certificate of Occupancy is required before occupying the structure.

9



Township 9













10



EDWARD G. MEAKIM, JR., *Chairman*
HUGH J. PURNELL, JR., *Vice-Chairman*
PHILIP J. CORVO, JR., *Member*
RAYMOND H. HALVORSEN, *Member*
CHRISTOPHER PIELLI, ESQ., *Member*

Board of Supervisors

CASEY LALONDE, *Township Manager*

1025 Paoli Pike • West Chester, PA 19380-4699
610-696-5266 ~ Fax: 610-429-0616
twp@westgoshen.org
www.westgoshen.org

July 7, 2017

Sent via E-mail & Certified Mail
mlgordon@sunocologistics.com

Sunoco Pipeline L.P.
Attn: Matthew L. Gordon
535 Fritztown Road
Sinking Springs, PA 16908

Re: NOTICE OF VIOLATION
West Goshen Township Code Violation – Chapter 69 – Soil Erosion and Sediment Control
1141 Boot Road, West Chester, Pennsylvania 19380
Tax I.D. #: 52-1-8-U

Dear Mr. Gordon:

You are hereby notified that Sunoco Pipeline L.P. ("Sunoco") is in violation of Chapter 69 of the West Goshen Township Code ("Code"), titled "Soil Erosion and Sediment Control", as well as the Earth Disturbance Permit (No. 2017-202-1), which was issued for the above-referenced property, located at 1141 Boot Road, West Chester, Pennsylvania 19380 (Tax I.D. #: 52-1-8-U) (the "Property").

Following Sunoco's application for a grading permit, West Goshen Township issued an Earth Disturbance Permit (No. 2017-202-1) ("Permit") on June 6, 2017 for proposed earth disturbance at the 3.85-acre Property, in conjunction with Sunoco's Mariner East II Pipeline Project.

It has been brought to the Township's attention that Sunoco is prematurely engaged in earth disturbance activities at the Property, in violation of Township Code Section 69-10.A. Section 69-10.A. requires, in part, that "[t]he permittee shall notify the Township Building Inspector at least 48 hours before any work is undertaken pursuant to an issued permit." Sunoco made no such notification to the Township Building Inspector, as required, despite undertaking earth disturbance activity at the Property.

Moreover, the Permit was applied for and issued in accordance with Section 69-7.A. of the Code. Pursuant to Section 69-7.A. of the Code,

"[a]ny person proposing to engage in any activity requiring a permit hereunder shall apply for a grading permit by written application on a form available from the Township. Such

permit shall require the applicant's agreement to comply with the regulations established in § 69-9 hereof upon the permit's issuance. Failure of the applicant to abide by such regulations shall be a violation of the provisions of this chapter."

As such, Sunoco is also in violation of Code Section 69-9.1., which requires that the installation and maintenance of erosion and sediment control measures shall be accomplished in accordance with the standards and specifications established by state and/or federal law, except as otherwise required by Chapter 69 or other applicable Township Ordinance.

This Notice of Violation is issued pursuant to the authority of Township Code Section 69-11. (entitled, "Revocation or suspension of permit"), whereby "[a]ny permit issued under [Chapter 69] may be revoked or suspended by the Board of Supervisors of the Township, after notice to the permit holder for:

- A. Failure to carry out the control measures described in the application at the approximate times as specified in the applicable time schedule or within such reasonable extension as may be granted by the Township Engineer.
- B. Violation of any other condition of the permit.
- C. Violation of any provision of this chapter or any other applicable law, ordinance, rule or regulation relating to the work.
- D. Existence of any condition or the doing of any act constituting or creating a nuisance, hazard or endangering human life or the property of others.

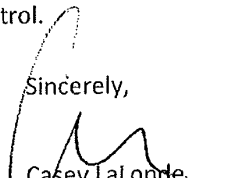
Earth disturbance activities at the Property associated with the Permit must be ceased immediately. The violations cited above must be cured (i.e., notification to the Township Engineer at least 48 hours in advance) prior to engaging in any further earth disturbance activities at the Property which are associated with the Permit. No such proper notification has been made to the Township Engineer.

Failure to comply with this Notice of Violation immediately, unless extended by appeal, constitutes an ongoing violation, and West Goshen Township will begin enforcement remedies in order to institute appropriate action(s) or proceeding(s) to prevent, restrain, correct or abate the stated violations.

Pursuant to Code Section 69-15., any person who violates or permits the violation of any provision of this chapter, shall, upon conviction thereof in a summary proceeding brought before a District Justice under the Pennsylvania Rules of Criminal Procedure, be guilty of a summary offense and shall be subject to the payment of a fine of not less than \$100 and not more than \$1,000, plus the costs of prosecution. Each section of Chapter 69 that is violated shall constitute a separate offense, and each day or portion thereof in which a violation of Chapter 69 is found to exist shall constitute a separate offense, each of which violations shall be punishable by a separate fine.

For your reference, enclosed is a copy of the relevant sections of the West Goshen Township Code – Chapter 69 – Soil Erosion and Sediment Control.

Sincerely,

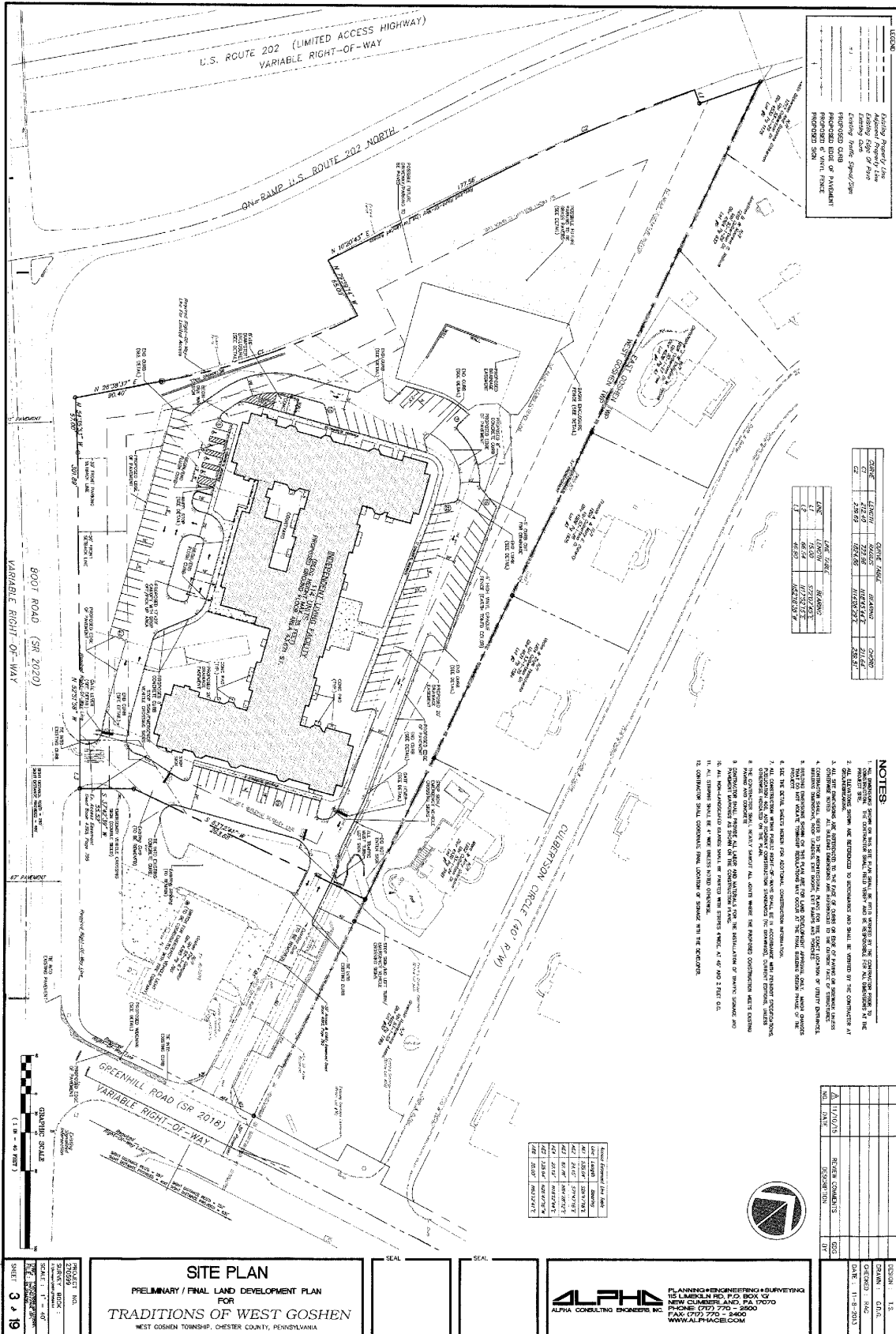


Casey LaLonde
Township Manager

Enclosure

cc: Kristin S. Camp, Esquire (w/encl.); (via e-mail only)
David J. Brooman, Esquire (w/encl.); (via e-mail only)
Richard J. Craig, P.E., Township Engineer (w/encl.); (via e-mail only)

11



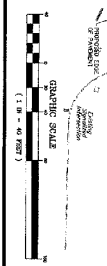
LEGEND

- Existing Property Line
- Proposed Property Line
- Existing Easement
- Proposed Easement
- Proposed Building Footprint
- Proposed Parking Spaces
- Proposed Driveway
- Proposed Walkway
- Proposed Utility Lines
- Proposed Landscaping

AREA SCHEDULE

NO.	DESCRIPTION	AREA (SQ. FT.)
1	EXISTING PAVED DRIVEWAY	1,234
2	EXISTING ASPHALT DRIVEWAY	2,345
3	EXISTING ASPHALT DRIVEWAY	3,456
4	EXISTING ASPHALT DRIVEWAY	4,567
5	EXISTING ASPHALT DRIVEWAY	5,678
6	EXISTING ASPHALT DRIVEWAY	6,789
7	EXISTING ASPHALT DRIVEWAY	7,890
8	EXISTING ASPHALT DRIVEWAY	8,901
9	EXISTING ASPHALT DRIVEWAY	9,012
10	EXISTING ASPHALT DRIVEWAY	10,123
11	EXISTING ASPHALT DRIVEWAY	11,234
12	EXISTING ASPHALT DRIVEWAY	12,345
13	EXISTING ASPHALT DRIVEWAY	13,456
14	EXISTING ASPHALT DRIVEWAY	14,567
15	EXISTING ASPHALT DRIVEWAY	15,678
16	EXISTING ASPHALT DRIVEWAY	16,789
17	EXISTING ASPHALT DRIVEWAY	17,890
18	EXISTING ASPHALT DRIVEWAY	18,901
19	EXISTING ASPHALT DRIVEWAY	19,012
20	EXISTING ASPHALT DRIVEWAY	20,123
21	EXISTING ASPHALT DRIVEWAY	21,234
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27	EXISTING ASPHALT DRIVEWAY	27,890
28	EXISTING ASPHALT DRIVEWAY	28,901
29	EXISTING ASPHALT DRIVEWAY	29,012
30	EXISTING ASPHALT DRIVEWAY	30,123
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32	EXISTING ASPHALT DRIVEWAY	32,345
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37	EXISTING ASPHALT DRIVEWAY	37,890
38	EXISTING ASPHALT DRIVEWAY	38,901
39	EXISTING ASPHALT DRIVEWAY	39,012
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97	EXISTING ASPHALT DRIVEWAY	97,890
98	EXISTING ASPHALT DRIVEWAY	98,901
99	EXISTING ASPHALT DRIVEWAY	99,012
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- NOTES:**
1. ALL DIMENSIONS SHOWN ARE INTENDED TO BE CONSIDERED AS THE CENTERLINE UNLESS OTHERWISE NOTED.
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SITE PLAN
PRELIMINARY / FINAL LAND DEVELOPMENT PLAN
FOR
TRADITIONS OF WEST GOSHEN
WEST GOSHEN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA

SEAL
SEAL

ALPHA PLANNING • ENGINEERING • SURVEYING
ALPHA CONSULTING ENGINEERS INC.
115 LINDSEY RD., P.O. BOX 10
NEW CLAMBERT AND, PA 17070
PHONE (717) 771-1100
FAX (717) 771-0400
WWW.ALPHACON.COM

NO.	DATE	REVISION / COMMENTS
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12

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 Appleview, 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.
56. Accufacts Review of Puget Sound Energy's Energize Eastside Transmission project along Olympic Pipe Line's two petroleum pipelines crossing the City of Newcastle, for the City of Newcastle, WA, June 20, 2017.
57. Accufacts Review of the Draft Environmental Impact Statement for the Line 3 Pipeline Project Prepared for the Minnesota Department of Commerce, July 9, 2017, filed on behalf of Friends of the Headwaters, to Minnesota State Department of Commerce for Docket Nos. CN-14-916 & PPL-15-137.

13

Erosion and Sediment Control Plan

Pennsylvania Pipeline Project – Southeast Region: Spread 6

February 2017

Prepared for:

Sunoco Pipeline, L.P.
535 Fritztown Road
Sinking Spring, PA 19608



Prepared by:

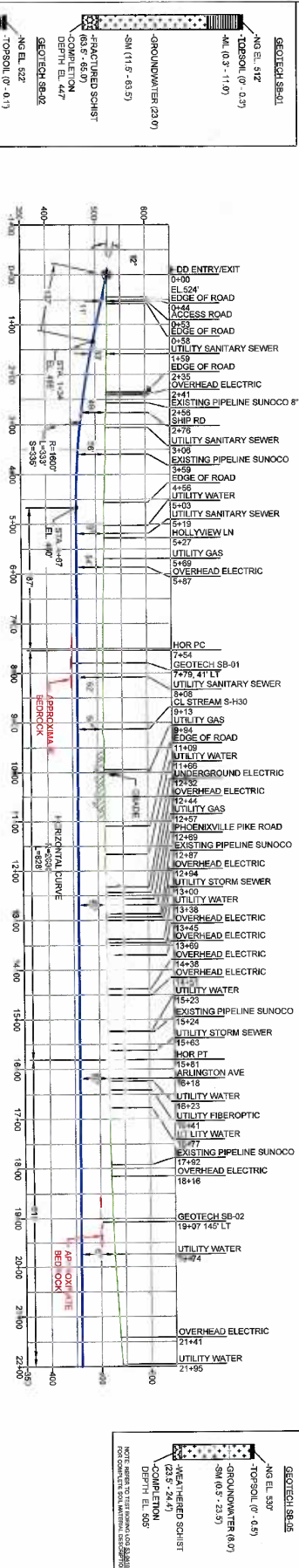
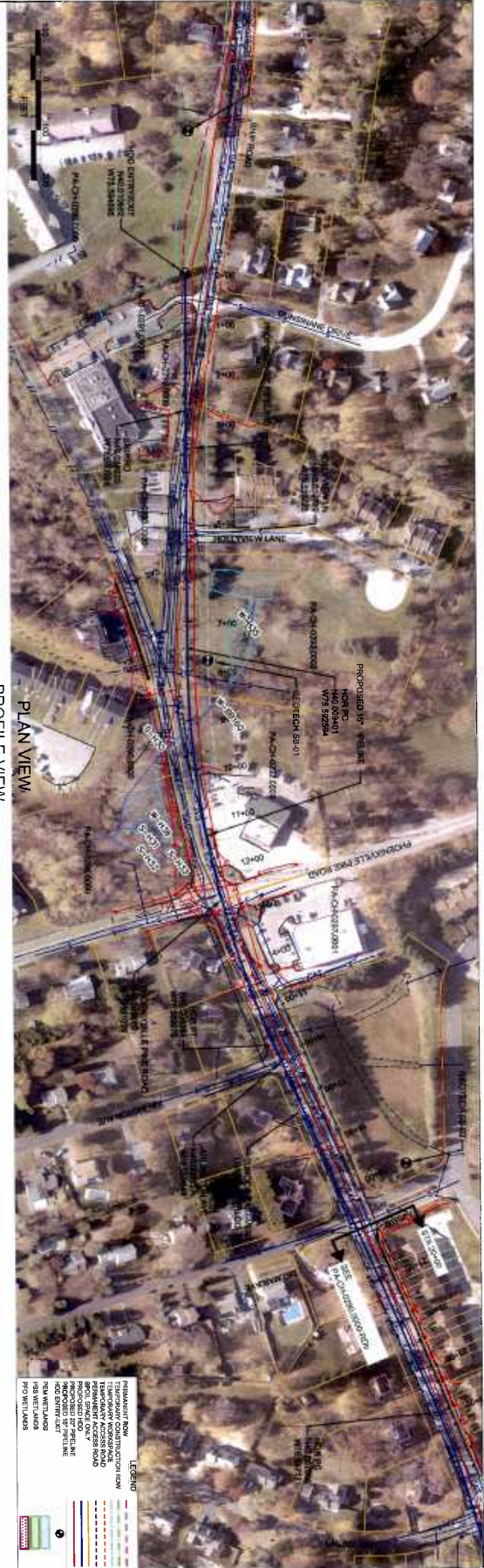
Tetra Tech, Inc.
661 Andersen Drive
Pittsburgh, PA 15220

*These ~~had~~ Profiles
NOT given to
~~St~~ Trip
at any
Time During
Settlement Negotiations?*



Township 13
→ NOT IN ALL OF 2015?
→ NOT ~~IN~~ IN 2016?

WEST HARTLEIGH COUNTY, PENNSYLVANIA, CHESTER TOWNSHIP
 WEST COBBLE COUNTY, PENNSYLVANIA, CHESTER
 SS-0421-18



LEGEND

- PROPOSED ROW
- EXISTING ROW
- PROPOSED ACCESS ROAD
- EXISTING ACCESS ROAD
- PROPOSED UTILITY LINE
- EXISTING UTILITY LINE
- PROPOSED 15' x 8.5' A/E
- PROPOSED 12' x 8' A/E
- PROPOSED 10' x 8' A/E
- PROPOSED 8' x 8' A/E
- PROPOSED 6' x 8' A/E
- PROPOSED 4' x 8' A/E
- PROPOSED 2' x 8' A/E
- PROPOSED 1' x 8' A/E
- PROPOSED 0' x 8' A/E

NOTES

- ALL DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF. ALL USE OF FEET AND INCHES ARE IN DECIMALS.
- CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION (DOT) STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS AND BRIDGES, LATEST EDITION, AND THE PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) STANDARD SPECIFICATIONS FOR CONSTRUCTION OF SEWERAGE AND WATER MAINS, LATEST EDITION.
- ALL UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY. THE LOCATION OF UTILITIES NOT SHOWN IS THE RESPONSIBILITY OF THE CONTRACTOR.
- ALL UTILITIES SHALL BE DEPTERMINED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
- ALL UTILITIES SHALL BE PROTECTED AND SUPPORTED THROUGHOUT CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

REVISIONS

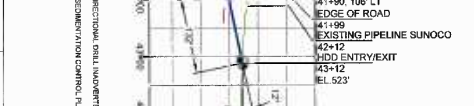
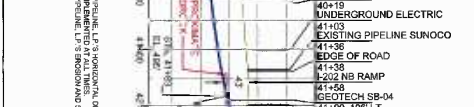
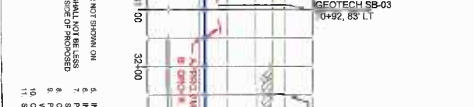
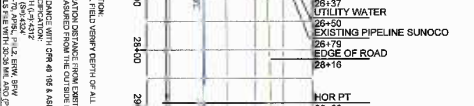
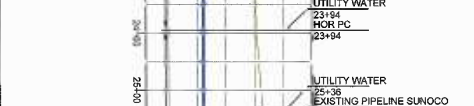
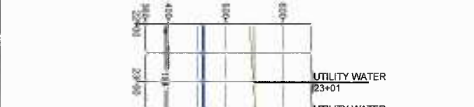
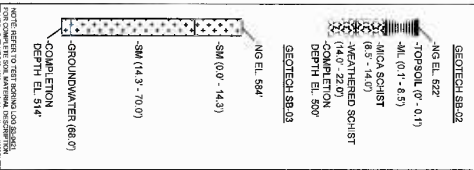
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100	07/16/20	REVISED PER A/E COMMENTS

CLIENT
 SUNOCO PIPELINE, L.P.
 18-INCH HORIZONTAL DIRECTIONAL DRILL
 PHOENIXVILLE PIKE ROAD
 PENNSYLVANIA PIPELINE PROJECT
 SCALE: 1"=200'
 DATE: 08/15/18

WEST WARELAND COUNTY, PENNSYLVANIA - CHESTER TOWNSHIP
 WEST GOSHEN COUNTY, PENNSYLVANIA - CHESTER
 50427B-16



PROFILE VIEW



NOTES:
 1. ALL COORDINATES SHOWN ARE IN LATITUDE AND LONGITUDE. ALL HORIZ. ELEVATIONS ARE IN FEET.
 2. ROUGH GRADE, EXISTING, AND PROPOSED ARE SHOWN IN THE DRAWING. ALL DIMENSIONS ARE IN FEET.
 3. THE CLIENT HAS REVIEWED AND APPROVED THE DESIGN. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
 4. THE CLIENT HAS REVIEWED AND APPROVED THE DESIGN. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
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NO.	DATE	BY	DESCRIPTION
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4	01/15/20	JLR	ISSUED FOR PERMITS
5	01/15/20	JLR	ISSUED FOR PERMITS

SUNOCO Logistics Partners, L.P.

Tetra Tech Rooney

16-INCH HORIZONTAL DIRECTIONAL DRILL
 PHEOINVILLE PIKE ROAD
 PENNSYLVANIA PIPELINE PROJECT

SCALE: 1"=200'

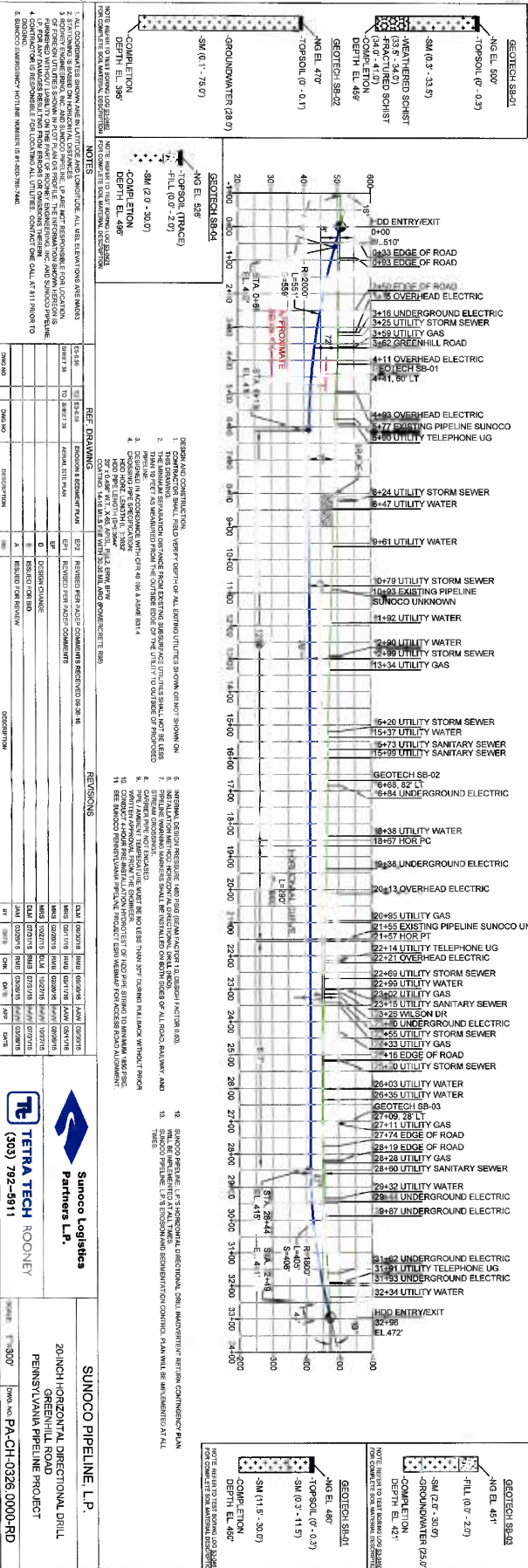
DATE: 01-15-2020

PROJECT NO: PA-CH-0290-0000-RDD-16

CHESTER COUNTY PENNSYLVANIA, EAST & WEST GOSHEN TOWNSHIPS
S3-440

PROFILE VIEW

PLAN VIEW



- NOTES**
1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF ALL APPLICABLE SPECIFICATIONS AND STANDARDS.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES.
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES.
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 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES.

REVISIONS

NO.	DATE	DESCRIPTION
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33	08/15/23	ISSUED FOR REVIEW
34	08/15/23	ISSUED FOR REVIEW
35	08/15/23	ISSUED FOR REVIEW
36	08/15/23	ISSUED FOR REVIEW
37	08/15/23	ISSUED FOR REVIEW
38	08/15/23	ISSUED FOR REVIEW
39	08/15/23	ISSUED FOR REVIEW
40	08/15/23	ISSUED FOR REVIEW
41	08/15/23	ISSUED FOR REVIEW
42	08/15/23	ISSUED FOR REVIEW
43	08/15/23	ISSUED FOR REVIEW
44	08/15/23	ISSUED FOR REVIEW
45	08/15/23	ISSUED FOR REVIEW
46	08/15/23	ISSUED FOR REVIEW
47	08/15/23	ISSUED FOR REVIEW
48	08/15/23	ISSUED FOR REVIEW
49	08/15/23	ISSUED FOR REVIEW
50	08/15/23	ISSUED FOR REVIEW

Tetra Tech
Partners L.P.
Rooney

Sunoco Logistics

SUNOCO PIPELINE, L.P.
20 INCH HORIZONTAL DIRECTIONAL DRILL
GREENHILL ROAD
PENNSYLVANIA PIPELINE PROJECT
SUNOCO PROJECT NO. PA-CH-0326-0000-RD

14

David Brooman

From: David Brooman
Sent: Friday, January 30, 2015 9:40 AM
To: 'lewis@blankrome.com'; 'Kraner, Michael'
Cc: Kenneth Myers
Subject: West Goshen Township/SPLP Term Sheet
Attachments: 14D7216-Settlement Term Sheet by WGT.DOCX

CONFIDENTIAL SETTLEMENT OFFER

Chris/Mike,

Attached please find a proposed term sheet for your review. Comments by Monday COB would be greatly appreciated. Please let me know if this term sheet can be shared with Scott Rubin.

Also, please send to Richard Kuprewicz today (with a cc the Ken and I) the revised Emergency Response Plan for Mariner East and the Logic diagram for the ISACL program that shows the key trigger instruments/inputs.

David

David J. Brooman, Esquire
High Swartz LLP
40 E. Airy Street, P.O. Box 671
Norristown, PA 19404-0671
(610) 275-0700 (x3039)
(610) 275-5290 (Fax)
dbrooman@highswartz.com
www.highswartz.com

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Thank you.

IRS Circular 230 Disclosure: Pursuant to applicable U.S. Treasury Regulations, we must advise you that this communication is not intended or written to be used, and cannot be used, by a recipient for avoiding tax penalties that may be imposed on the recipient under U.S. federal tax laws.

**SETTLEMENT DOCUMENT
PRIVILEGED AND CONFIDENTIAL**

TERM SHEET

Sunoco Pipeline L.P.. and West Goshen Township (referred to below as SPLP and WGT, respectively), the Parties, will execute and agree to a contract for themselves, their successors and assigns, which will contain the following terms and conditions:

1. SPLP shall maintain at all times a rupture monitoring system for its Mariner East present and proposed pipelines crossing WGT (hereinafter “Mariner East”) with 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 remote operated valves on the mainline in the event of a rupture or low pressure on the pipeline. Each individual Mariner East Pipeline station shall be equipped with an automated shutdown and upset condition response logic that is triggered for all or any segment of Mariner East. If triggered, the pipeline or a segment of the pipeline shall be automatically shut-down and the remote 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.

2. SPLP shall maintain remote operated inlet and outlet valves at its Boot Road Pump Station in WGT, that are controlled by a centralized control room. In addition, SPLP agrees to replace within ninety (90) days its existing valve sites at pipeline markers 228 and 236.6 with remote operated valves that are controlled by a centralized control room. SPLP shall maintain remote operated valves at mile markers 228 and 236.6 for the life of the pipeline.

3. SPLP shall provide its revised emergency response plan, referred to as a Facility Response Plan, to the Township for review by its consultant. [Additional information being supplied by SPLP]

4. SPLP shall provide the Township Manager with immediate notice of any Mariner East pipeline condition changes requiring remediation under 49 CFR Section

195.452(h)(4) that potentially could impact the Township, 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.

5. WGT shall not oppose the thirty feet (30') height proposed for the vapor combustion unit (sometimes referred to as a "flare") to be added by SPLP at the Boot Road Pump Station. SPLP agrees that the vapor combustion unit will be constructed and operated to contain any pilot light or flames completely within its structure such that no flame is visible outside the pump station site, subject only to an unanticipated malfunction of the vapor combustion unit.

6. SPLP shall contain the pump station, vapor combustion unit, and all accessory and appurtenant facilities within the present active site, Parcel No. 52-1-8-U, on which the existing Boot Road Pump Station currently operates. SPLP will not seek approval for, construct, operate or maintain any new or additional pump stations within the Township without the prior written approval of the Township. SPLP within ninety (90) days shall deed to the Township the 4 acre parcel of land next to the existing pump station, Parcel No. 52-0-10-10.1.

7. WGT consents to the withdrawal by SPLP of the Amended Petition now pending before the Pennsylvania Public Utility Commission at Docket No. P-2014-2411966, and will not initiate any action or proceeding claiming that the existing pump station at Boot Road violates its zoning or land development ordinances.

8. WGT agrees not to contest, dispute or protest SPLP's Mariner East project 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. [Additional information being supplied by SPLP]

9. WGT agrees, based on the enhancements described in this contract and on the safety, design and engineering facts and information heretofore provided to its consultant, that it will not file or join in any complaint against the safety of the Mariner East project with the Pennsylvania Public Utility Commission or endorse or promote any

protest or action filed by the CCGWGT or any other individual or group against SPLP with respect to the safety of the existing Mariner East project.

10. This agreement is conditioned on the completion of a satisfactory written report as to Mariner East by the independent safety expert retained by WGT, based on the design and engineering facts and information heretofore provided to him by SPLP, and approved by SPLP for distribution to the public. WGT agrees to exercise its best efforts to secure a prompt written report by the expert.

15

David Brooman

From: Lewis, Christopher <lewis@blankrome.com>
Sent: Wednesday, February 04, 2015 12:13 PM
To: Kenneth Myers; David Brooman; scott.j.rubin@gmail.com; 'Kristin Camp'
Cc: Krancer, Michael
Subject: SPLP/West Goshen Township
Attachments: SXL- Boot Pump Station Configuration- Mariner East- 2.3.15.ppt; SPLP_WGT Statement.DOCX

Importance: High

All,

Attached are SPLP's revisions to the term sheet, together with an aerial that shows the location of the VCU. As I explained to Ken Myers earlier, the intent is to preserve agreement on all 10 points previously discussed, while addressing the concern that SPLP not give other townships an incentive or inducement to seek changes to SPLP's operations.

We appreciate that you might have questions, so we'd like to hold a telephone conference at 1:30 p.m. today. I'll circulate a separate Outlook appointment with the dial-in information.

Thanks.

Chris

Christopher A. Lewis | Blank Rome LLP
One Logan Square 130 North 18th Street | Philadelphia, PA 19103-6998
Phone: 215.569.5793 | Fax: 215.832.5793 | Email: Lewis@BlankRome.com

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**SETTLEMENT DOCUMENT
PRIVILEGED AND CONFIDENTIAL**

TERM SHEET

Sunoco Pipeline L.P., and West Goshen Township, Concerned Citizens of West Goshen Township (referred to below as SPLP and WGT, CCWGT respectively), the Parties, will execute and agree to a contract for themselves, their successors and assigns, which will contain the following terms and conditions:

As a preface to, and notwithstanding, any settlement among the parties hereto, in response to questions by WGT, SPLP is providing WGT with the following information on the final design and location of the pump station proposed by SPLP at Boot Road:

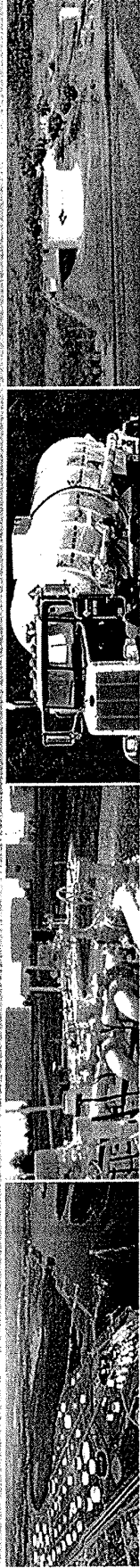
1. The pump station, the VCU (discussed below) and all accessory and appurtenant facilities associated with the Mariner East project will be maintained within the present active site, Parcel No. 52-1-8-U, on which the existing Boot Road Pump Station currently operates, and a valve station that will be constructed and maintained on SPLP's adjacent 4.5 acre property as depicted on the map attached hereto (the "SPLP Use Area").
2. Consistent with its engineering plans for all Mariner East 1 pump stations and as originally proposed to the Township with respect to Boot Road, there will be an enclosed vapor combustion unit (VCU) at the Boot Road Pump Station. This 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.
3. As is the case for all of its products pipelines, the Mariner East present and proposed pipelines (hereinafter "Mariner East") 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 remote operated valves on the mainline in the event of a rupture or low pressure on the pipeline. Each individual Mariner East Pipeline station shall be equipped with an automated shutdown and upset condition response logic that is triggered for all or any segment

of Mariner East. If triggered, the pipeline or a segment of the pipeline shall be automatically shut-down and the remote 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.

4. SPLP currently maintains remote 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 Mariner East pipeline. In addition, SPLP maintains a number of remote operated valves and manual valves, including manual valves at pipeline markers 228 and 236.6 in connection with its Mariner East pipeline. As part of its final design, SPLP is installing remote operated valves that are controlled by its centralized control room at pipeline markers 228 and 236.6. These remote operated valves will be installed within 90 days after receipt of all necessary permits, rights of way, approvals, and extensions of utility service.
 - I. SPLP Agreement. Based on the foregoing final design of the proposed Boot Road Pump Station and subject to WGT and CCWGT agreeing to the matters set forth below, SPLP agrees as follows:
 - (a) Because of its existing Pump Station Facility at Boot Road, except with respect to the SPLP Use Area, SPLP agrees that it shall not construct or install any pump stations, VCUs or above ground permanent public utility facilities on the remaining portion of the adjacent SPLP parcel of land, Parcel No. 52-0-10-10.1.
 - (b) SPLP will provide the Township Manager with immediate notice of any Mariner East pipeline condition changes requiring remediation under 49 CFR Section 195.452(h)(4)(i), (ii) and (iii) that potentially could impact the Township, 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.
 - II. WGT and CCWGT Agreement. Based on the foregoing final design of the proposed Boot Road Pump Station and subject to SPLP agreeing to the matters set forth above, WGT and CCWGT agree 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 Amended Petition now pending before the Pennsylvania Public Utility Commission at Docket No. P-2014-2411966, and will not initiate any action or proceeding claiming that the existing or reconfigured pump station at Boot Road violates its zoning or land development ordinances.
- (c) For so long as SPLP offers intrastate service on Mariner East, WGT and CCWGT agree not to contest, dispute or protest SPLP's Mariner East 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) WGT agrees, based on the measures described in this document and on the safety, design and engineering facts and information heretofore provided to its consultant, that it will not file or join in any complaint against the safety of the Mariner East project with the Pennsylvania Public Utility Commission or endorse or promote any protest or action filed by the CCGWGT or any other individual or group against SPLP with respect to the safety of the existing Mariner East project. In addition, CCWGT agrees to mark as satisfied and withdraw its current complaint before the PUC Docket No. C-2014-2451943.

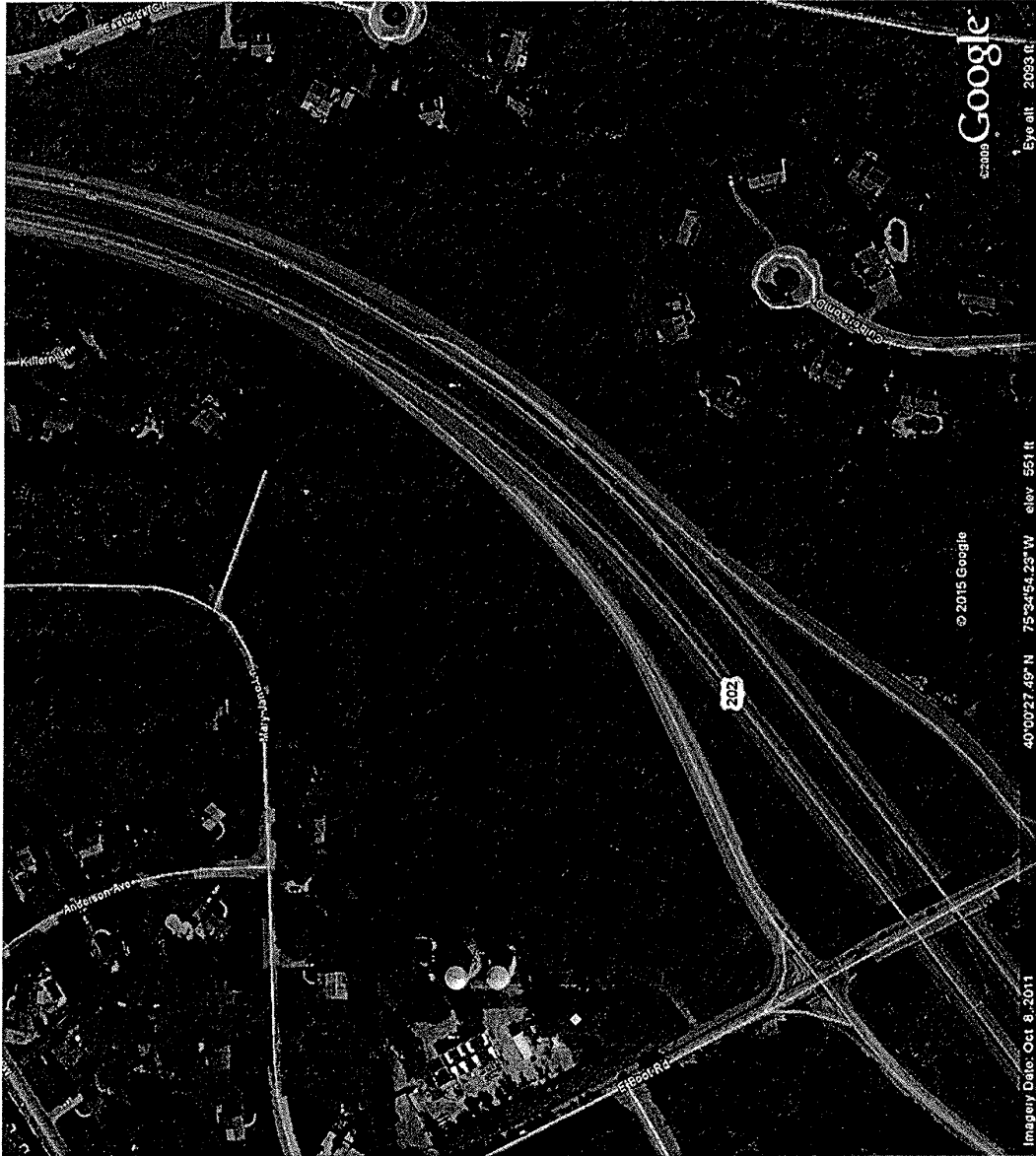
The agreements set forth in I. and II. above are conditioned on the completion of a satisfactory written report as to Mariner East by the independent safety expert retained by WGT, based on the design and engineering facts and information heretofore provided to him by SPLP, and approved by SPLP for distribution to the public. WGT agrees to exercise its best efforts to secure a prompt written report by the expert.



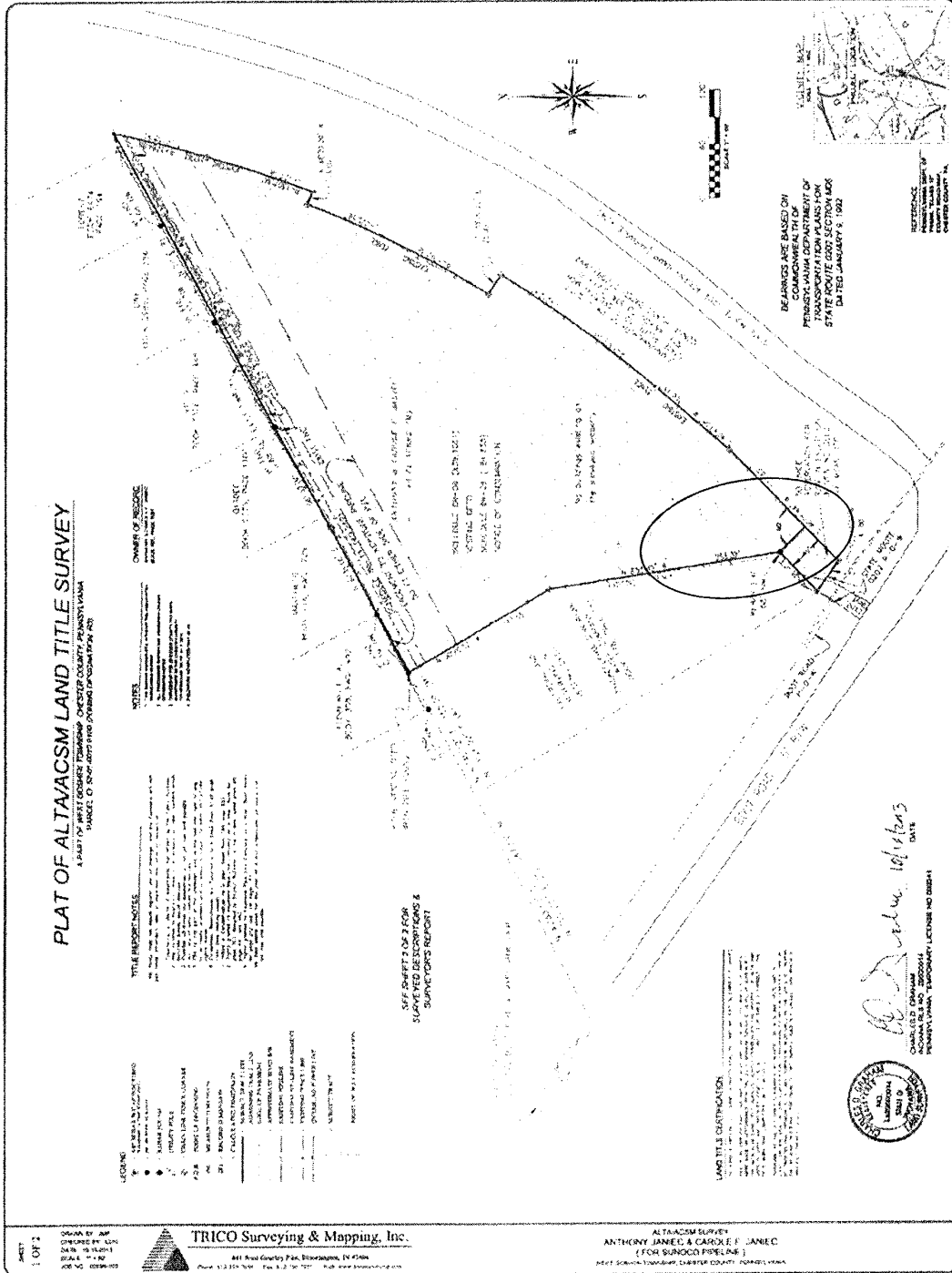
Sunoco Logistics Foot Pump Station Configuration Wainner East

February 2015

Boot Pump Station



Boot Pump Station



16

From: Krancer, Michael [<mailto:MKrancer@blankrome.com>]
Sent: Tuesday, February 10, 2015 5:02 PM
To: David Brooman; Kenneth Myers; 'Scott J. Rubin'
Cc: Lewis, Christopher
Subject: As Promised--FOR SETTLEMENT PURPOSES ONLY

Ken, David and Scott,

For settlement purposes only, what I have attached is: (1) photo of what a typical main line valve looks like before screening; (2) photo of main line valve after screening; (note its not the same valve in both pics) and (3) a sound schematic showing decibel levels in a radius out from the VUC to the property line.

I can also tell you that our engineers have calculated that the decibel level at 145 feet, which is across the street from our property line standing on the other side of the street is apx. 51.3 dBA.

Thank you.

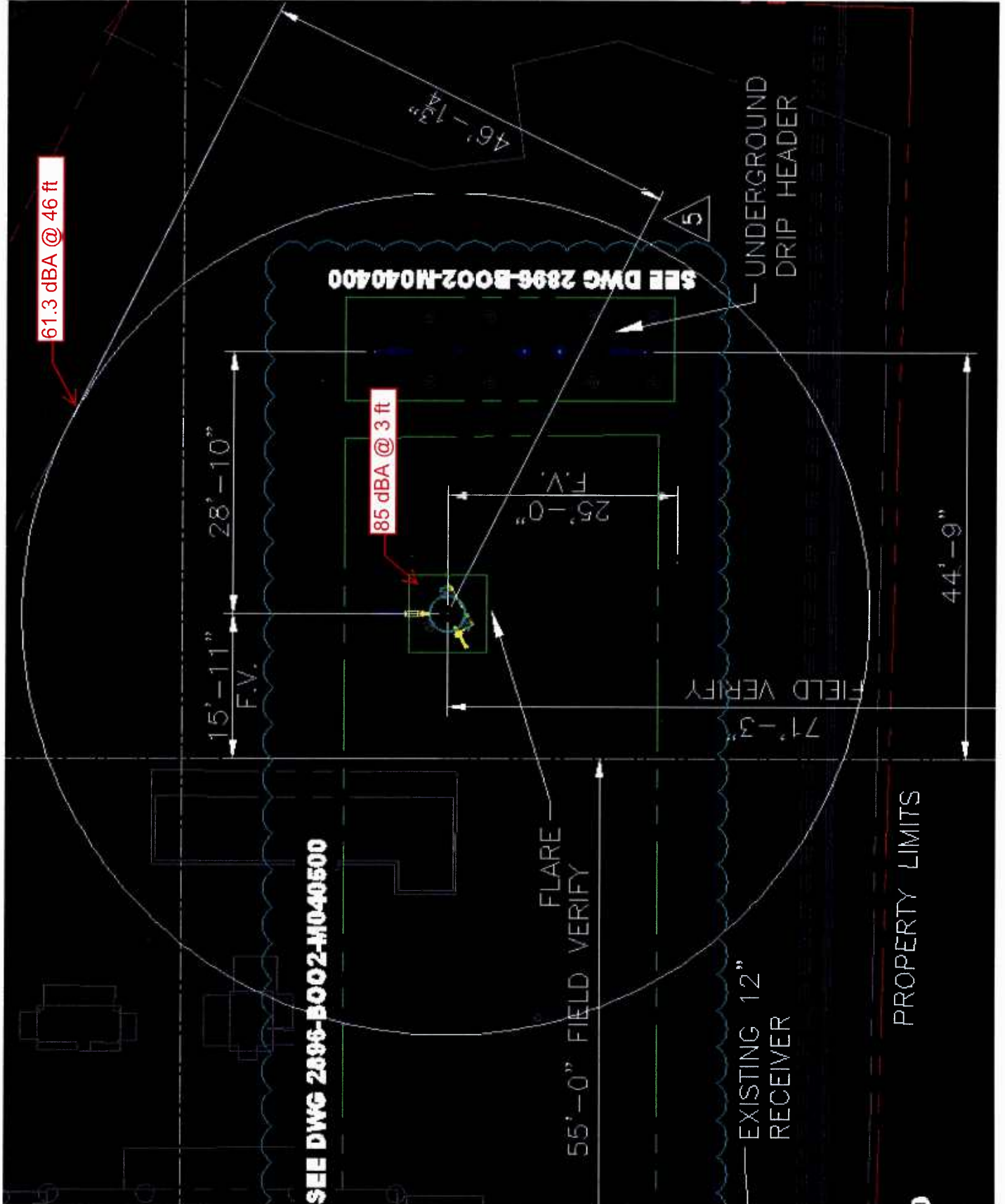
Mike Krancer | Blank Rome LLP
One Logan Square 130 North 18th Street | Philadelphia, PA 19103-6998
Phone: 215.569.5535 | Cell: 215.880.5644 | Fax: 215.832.5535 | Email: MKrancer@BlankRome.com
Twitter: @MikeKrancer
Energy Blog: <http://energytrendswatch.com>

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SPLP-000360







Estimating Sound Levels With the Inverse Square Law

In the real world, the [inverse square law](#) is always an idealization because it assumes exactly equal sound propagation in all directions. If there are reflective surfaces in the sound field, then reflected sounds will add to the directed sound and you will get more sound at a field location than the inverse square law predicts. If there are barriers between the source and the point of measurement, you may get less than the inverse square law predicts. Nevertheless, the inverse square law is the logical first estimate of the sound you would get at a distant point in a reasonably open area.

If you measure a sound level $I_1 = 85$ dB
at distance

$$d_1 = 0.9144000 \text{ m} = 3 \text{ ft}$$

$\frac{I_2}{I_1} = \left[\frac{d_1}{d_2} \right]^2$ then at distance

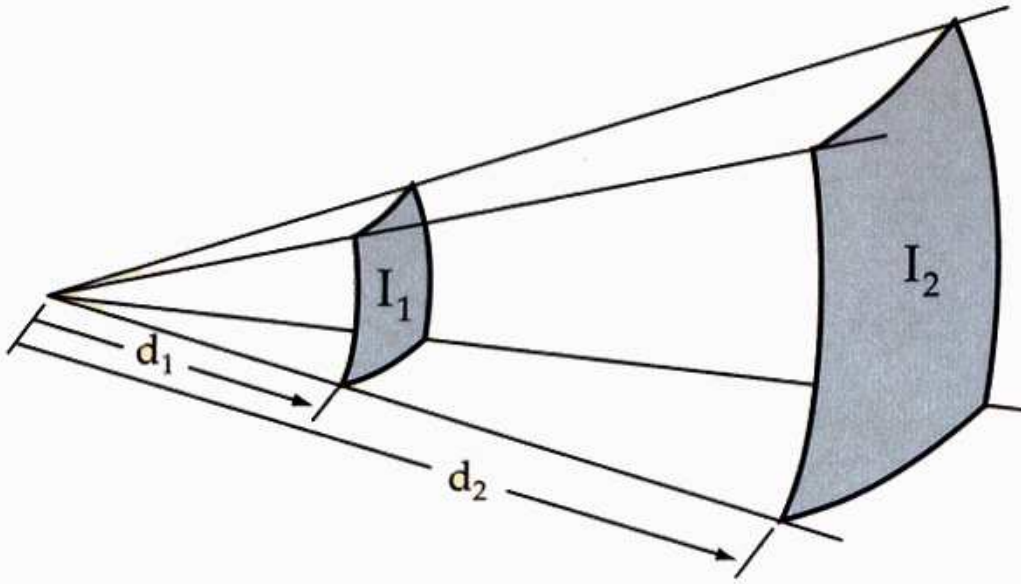
$$d_2 = 14.0208000 \text{ m} = 46 \text{ ft}$$

the inverse square law predicts a sound level

$$I_2 = 61.2872684 \text{ dB}$$

[Index](#)

[Auditorium
acoustics](#)



You can explore numerically to confirm that doubling the distance drops the intensity by about 6 dB and that 10 times the distance drops the intensity by 20 dB.

[Decibel definition](#) [Decibel calculation](#)

[Calculating dB for distance ratios](#)

[Calculating dB from source power](#)

17

David Brooman

From: Lewis, Christopher <lewis@blankrome.com>
Sent: Wednesday, February 11, 2015 2:00 PM
To: Kenneth Myers; David Brooman; scott.j.rubin@gmail.com
Cc: Krancer, Michael
Subject: Revised Term Sheet
Attachments: Revised Term Sheet.DOCX

Ken, David, and Scott,

Following up on the conversations Ken had with Krancer yesterday, I am forwarding to you, for settlement purposes only, SPLP's revisions to the term sheet.

Chris

Christopher A. Lewis | Blank Rome LLP
One Logan Square 130 North 18th Street | Philadelphia, PA 19103-6998
Phone: 215.569.5793 | Fax: 215.832.5793 | Email: Lewis@BlankRome.com

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As a preface to, and notwithstanding, any settlement among the parties hereto, in response to questions by WGT, SPLP is providing WGT with the following information on the final design and location of the pump station proposed by SPLP at Boot Road:

1. The pump station, the VCU (discussed below) and all accessory and appurtenant above ground facilities associated with 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 valve station will be constructed and maintained on SPLP's adjacent 4.42 acre property, (the former Janiec Tract), (the "SPLP Additional Acreage"), with the proposed location of such valve on the SPLP Additional Acreage as depicted on the map attached hereto (the "SPLP Use Area"). The location depicted on the attached map for the valve station on the SPLP Additional Acreage is understood to be the best approximate location for the valve station at this time and is subject to full detailed engineering which will determine its exact locations on 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. SPLP has no current plan or intention to construct any additional above-ground permanent utility facilities in WGT except as otherwise expressly set forth in this Agreement.
2. Consistent with its engineering plans for all Mariner East 1 pump stations and as originally proposed to the Township with respect to Boot Road, there will be an enclosed vapor combustion unit (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. 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 any rare instance in which a flame is visible, in addition to first responders and emergency responders to which SPLP to whom SPLP currently provides notification, SPLP shall notify the township manager of the circumstances causing the visibility of a flame.

3. As is the case for all of its products pipelines, the Mariner East present and proposed pipelines (hereinafter “Mariner East”) 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 remote operated valves on the mainline in the event of a rupture or low pressure on the pipeline. Each individual Mariner East Pipeline station shall be equipped with an automated shutdown and upset condition response logic that is triggered for all or any segment of Mariner East. If triggered, the pipeline or a segment of the pipeline shall be automatically shut-down and the remote 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.
4. SPLP currently maintains remote 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 Mariner East pipeline. In addition, SPLP maintains a number of remote operated valves and manual valves, including manual valves at pipeline markers 228 and 236.6 in connection with its Mariner East pipeline. As part of its final design, SPLP is installing remote 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, rights of way, approvals and extensions of utility service within sixty (60) days after the date of this Agreement. These remote operated valves will be installed within 90 days after receipt of all necessary permits, rights of way, approvals, and extensions of utility service.

I. SPLP Agreement. Based on the foregoing final design of the proposed Boot Road Pump Station and subject to WGT and CCWGT agreeing to the matters set forth below, SPLP agrees as follows:

- (a) Because of its existing Pump Station Facility at Boot Road, except with respect to the SPLP Use Area, SPLP agrees that it shall not construct or install any pump stations, VCUs or above ground permanent public utility facilities on the SPLP Additional Acreage.
- (b) SPLP will provide the 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) and (iv) that potentially could impact the Township, 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) SPLP agrees to consult with WGT officials concerning land development plans such as landscaping and fencing with respect to the existing tract and the SPLP Additional Acreage.

II. WGT and CCWGT Agreement. Based on the foregoing final design of the proposed Boot Road Pump Station and subject to SPLP agreeing to the matters set forth above, WGT and CCWGT agree 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 Amended Petition now pending before the Pennsylvania Public Utility Commission at Docket No. P-2014-2411966, and will not initiate any action or proceeding claiming that the existing or reconfigured pump station at Boot Road violates its zoning or land development ordinances.
- (c) For so long as SPLP offers intrastate service on Mariner East, WGT and CCWGT agree not to contest, dispute or protest SPLP's Mariner East 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) WGT agrees, based on the measures described in this document and on the safety, design and engineering facts and information heretofore provided to its consultant, that it will not file or join in any complaint against the safety of the Mariner East project with the Pennsylvania Public Utility Commission or endorse or promote any protest or action filed by the CCGWGT or any other individual or group against SPLP with respect to the safety of the existing Mariner East project. In addition, CCWGT agrees to mark as satisfied and withdraw its current complaint before the PUC Docket No. C-2014-2451943.

The agreements set forth in I. and II. above are conditioned on the completion of a satisfactory written report as to Mariner East by the independent safety expert retained by WGT, based on the design and engineering facts and information heretofore provided to him by SPLP, and approved by SPLP for distribution to the public. WGT agrees to exercise its best efforts to secure a prompt written report by the expert.

18

Personal

12 + 12
(26)

- ① EOT/let Dinner on Sunday at Union Canal House
- ② Email to Susan - Monday at Harvest

Local Dev Plan meets Cnd
& have completed w/ conditions of approval

- WGT
- ① Easement w/ fire hall is almost signed
 - ② Will obtain easement from Janice
condemn if necessary

Location is critical to allow directional
drilling to occur on Beat Rd in both directions
Have arranged mtg w/ pip owner + Trad to
discuss

No construction activity can commence while
Since uses land
Will use Majority of Tr. land
for lay down area

Since
easement will
take priority

Will access Trad property via Culbertson
Rd in EAT + enter thru rear of
Fire Camp property
Will not use any portion of driveway or
block access pts
Will not impair/impede fire Camp's ability to exit

11/20/2016

Hank - Business Development

(Raw)

Evara Wolf

- Oversight of Community relations

Sharon

- Lancaster

Field Project Manager

Don Z.

- Community Relations / PR

Matt Sedon

Project Manager for

Marmor II

"Construction Spend 5"

Break down or phasing of

① Landscaping

② Traditions

③ Review of Marmor II plans

~~Week 1~~Status of Raw

Have acquired 21 easements [7 landscapers]

Have 7 more to acquire [3 will be handled by legal]

will be using HDD (directional drilling)

→ less impact to surface of property

→ In most cases new easements are within same area of land as existing easements

Existing easements may have right to install another line

- May have to exercise the right to have 2nd line
 → Still have to negotiate the payment for 2nd line

Drill pops up out of ground
 after 100 yds

Keeping driveway to

Coming in & out of
 Culbertson Rd to
 fire company property

Will get permit from EAT
 for use of Culbertson
 Rd

Trucks used block
 Culbertson

But will use it to
 carry back w/ heavy pipe

Plan to lay pipe on
 Tradition property

Will hydro test the
 pipe and do pipe
 welding on the property

Drill process could take 1-2 months
 or 3-4 months

- Timeline to start April 2016 / July 2016
- May clear trees / E+S controls (has to be cleared by March 2016)
Marina II isn't a FELC project

Chap. 102/DEP
Army Corps
FISH+

permits filed last year
w/ federal + state gov

Have not
finalized the
Temp Work
Spec Easement
yet

Matthew Weinstein - Eng
Bob Hall - Fine Comp. President

Land Agent has
Worked nicely
with Service
and have

*Janice didn't want to talk to Service
re of Traditions development

Were able to
stay out
of driveway
and will
not
impact ability
of trucks to get
out

Important to use Traditions/Dasher Fine Co. property
Want to be able to open cut in this area so they
can directional drill in WWT + EAT along Boat Rd

Are also acquiring permanent easements

Work will occur Mon-Sat 10 Hr at a time

11/20/2016

length of time for directional drilling depends on topography, rock, etc.

- Drill machine sands like a tractor trailer
- Fill tank of water 2 gallons
Have returns from drill
Inadvertent returns of fluid/slurry of mud/clay

Contractors?

→ Will provide specs for a fence in areas where fence areas

→ Otis Eastern - Contractor doing drilling
Have 20 yrs of experience

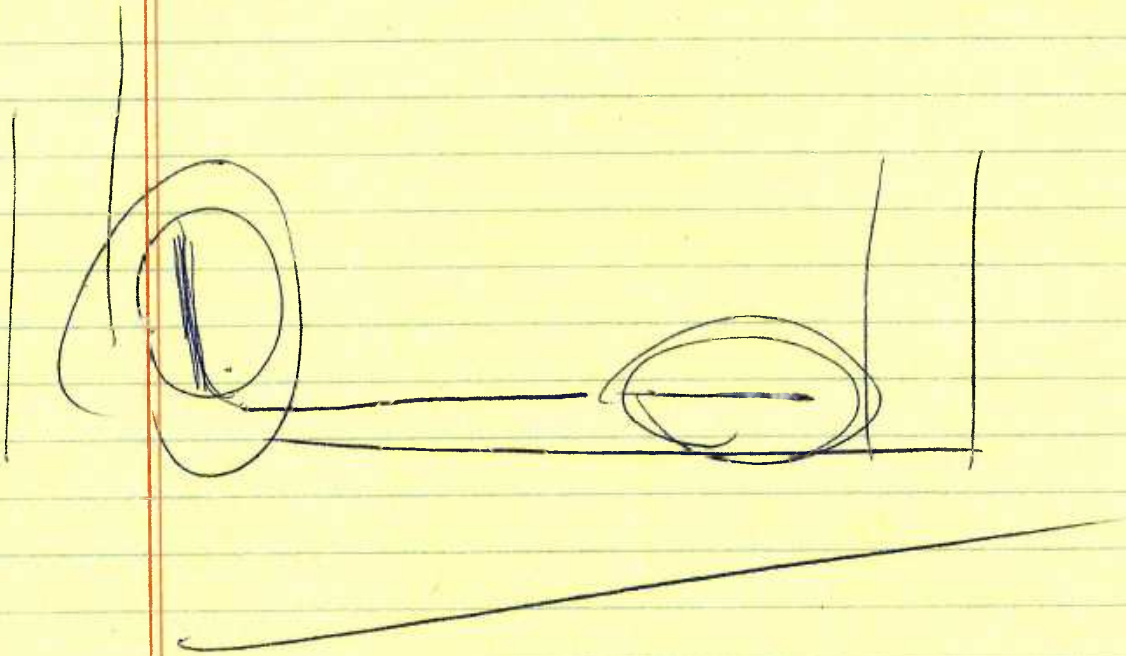
Subcontract of Penn Line for landscaping

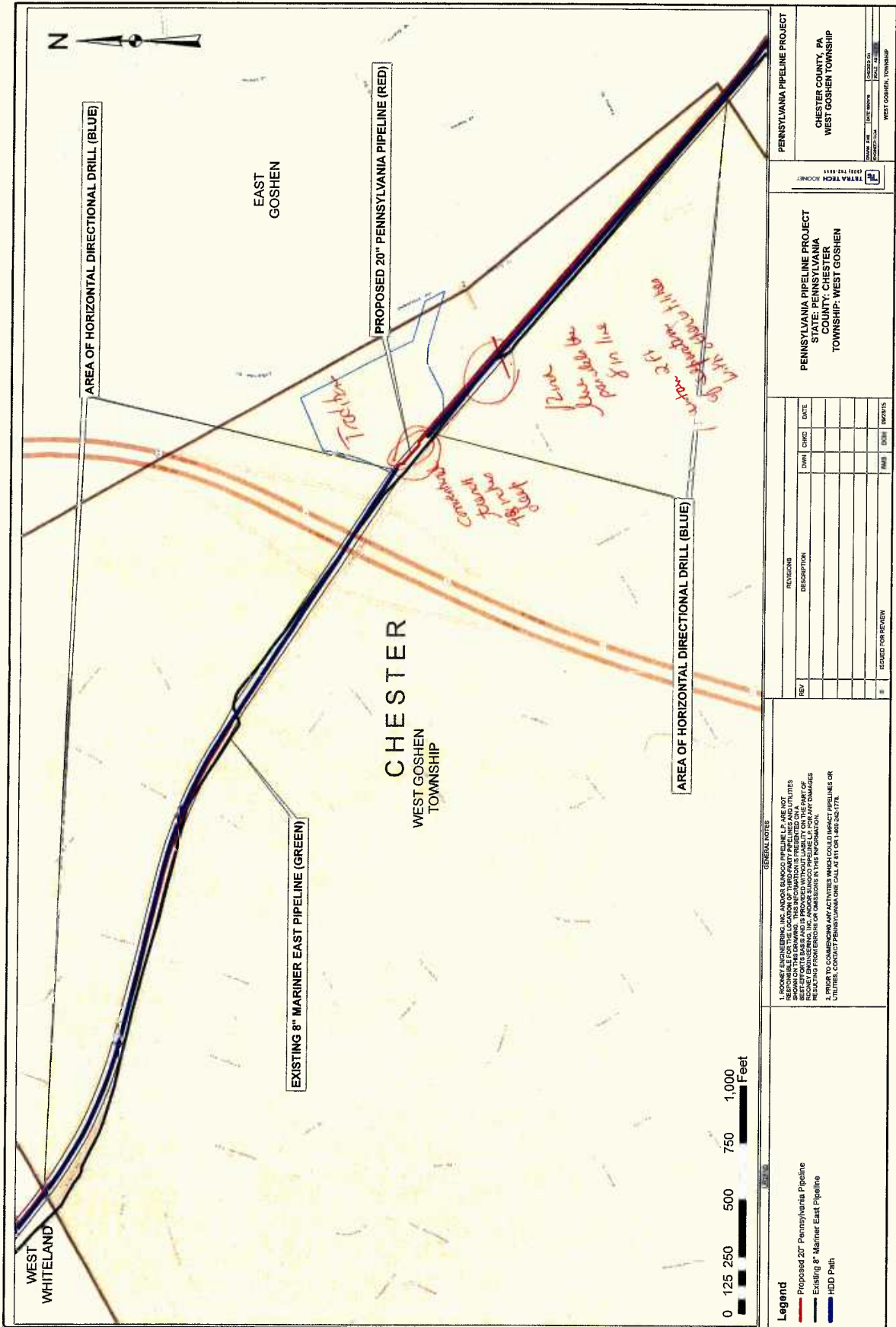
Mariner II has 2 lines the 20 inch pipe
16 inch
Open ~~area~~ for 2nd line w/in Mariner II
Havent closed the open ~~area~~ yet - they
dont have enough commitments

[Suggest that Hemen hold a meeting to
 discuss contractor expectations
]
 [15 minute pull pt presentation]

Held mtg at Deep Linn in Westtown

They send notice to land owner along corridor
 Could pull it together w/in 30 days





WEST
WHITELAND

EAST
GOSHEN

CHESTER
WEST GOSHEN
TOWNSHIP

AREA OF HORIZONTAL DIRECTIONAL DRILL (BLUE)

PROPOSED 20" PENNSYLVANIA PIPELINE (RED)

EXISTING 8" MARINER EAST PIPELINE (GREEN)

AREA OF HORIZONTAL DIRECTIONAL DRILL (BLUE)



- Legend**
- Proposed 20" Pennsylvania Pipeline
 - Existing 8" Mariner East Pipeline
 - HDD Path

GENERAL NOTES

1. BOONEY ENGINEERING, INC. AND/OR SUBCONTRACTORS, P.E. ARE NOT RESPONSIBLE FOR THE LOCATION OF THIRDPARTY PIPELINES AND UTILITIES BASED ON THE INFORMATION PROVIDED. THE USER OF THIS REPORT IS RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL THIRDPARTY PIPELINES AND UTILITIES PRIOR TO COMMENCING ANY ACTIVITIES WHICH COULD IMPACT PIPELINES OR UTILITIES. CONTACT PENNSYLVANIA ONE CALL AT 811 OR 1-800-282-1778.

REV	DESCRIPTION	DATE	ISSUED FOR REVIEW	BY	DATE	BY	DATE

PENNSYLVANIA PIPELINE PROJECT
STATE: PENNSYLVANIA
COUNTY: CHESTER
TOWNSHIP: WEST GOSHEN

PENNSYLVANIA PIPELINE PROJECT
CHESTER COUNTY, PA
WEST GOSHEN TOWNSHIP

Handwritten notes:
 1. under 2 ft
 of overhead lines
 with 4" offset lines
 possible for
 power lines
 2. under 2 ft
 of overhead lines
 with 4" offset lines
 possible for
 power lines
 3. under 2 ft
 of overhead lines
 with 4" offset lines
 possible for
 power lines

19

11426467 B: 9166 P: 402 MSC
08/19/2015 11:23:55 AM Page 1 of 13
Rec Fees: \$51.50 State: \$0.00
Rick Loughery, Recorder of Deeds Chester County, PA



After recordation, please return to:
Land Services USA, Inc.
1835 Market St., Suite 420
Philadelphia, PA 19103

File No.: PAACC15-3878(NW-MM)
Acm-Recording- Non Insured

UPI No.: 52-1-10.1 ✓

DECLARATION OF RESTRICTIONS

Township 19

DECLARATION OF RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS is made as of this 17th day of August, 2015, by SUNOCO PIPELINE, L.P., a Texas limited partnership ("Declarant")

BACKGROUND

A. Declarant is the owner of certain real property more particularly described on Exhibit A attached hereto (the "Subject Property").

B. Declarant desires to restrict the use of a portion of the Subject Property as more fully described on Exhibit B attached hereto ("Restricted Parcel 1").

C. Declarant desires to restrict the use of the balance of the Subject Property (i.e., excluding Restricted Parcel 1) as more fully described on Exhibit C attached hereto ("Restricted Parcel 2").

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

1. Declarant covenants and agrees that it shall not construct or install any pump stations, vapor combustion units or above-ground permanent public utility facilities on Restricted Parcel 2.

2. Notwithstanding the foregoing, Declarant shall be permitted to use all or portions of Restricted Parcel 2 for staging construction, laydown or other operational activity on a temporary basis, and Declarant will restore the surface to its former condition following the completion of such activity.

3. Declarant covenants and agrees that the only public utility purposes that shall be permitted on Restricted Parcel 1 are the following purposes: (1) construction, maintenance, repair and/or replacement of a valve station for the Mariner East Project; and (2) staging construction, laydown or other operational activity on a temporary basis provided that Declarant restores the undeveloped surface of Restricted Parcel 1 to its former condition following the completion of such activity.

4. The restrictions set forth herein shall be binding upon the Declarant, its successors and assigns, and shall run with the land.

5. This Declaration shall be governed by the laws of the Commonwealth of Pennsylvania

IN WITNESS WHEREOF, Declarant has signed this Declaration the day and year written above.

SUNOCO PIPELINE L.P,
a Texas limited partnership

BY: Sunoco Logistics Partners Operations GP
LLC, its General Partner

By: *Kathleen Shea Ballay*
Name: Kathleen Shea Ballay
Title: Vice President

STATE OF PENNSYLVANIA :
:SS
COUNTY OF PHILADELPHIA :

On this, the 17th day of August, 2015, before me, a Notary Public authorized to take acknowledgements and proofs in the County and State aforesaid personally appeared Kathleen Shea Ballay who acknowledge herself to be the Vice President of Sunoco Logistics Partners Operations GP LLC, the sole general partner of SUNOCO PIPELINE L.P., and that she, being authorized to so, executed the foregoing instrument on behalf of and as the act and deed of said limited partnership.

IN WITNESS WHEREOF, I hereunto set my hand and notarial seal.

My Commission Expires:

Anne E. Mitzelfelt
Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
ANNE E. MITZELFELT, Notary Public
City of Philadelphia, Phila. County
My Commission Expires September 9, 2018

[Notarial Seal]

11426467 B: 9166 P: 405 MSC
08/19/2015 11:23:55 AM Page 4 of 13

EXHIBIT A

Legal Description of the Subject Property

ALL THAT CERTAIN lot or piece of ground situate in West Goshen Township, Chester County, Pennsylvania,

BEGINNING at the Southwesterly corner thereof, a point common with the Northwesterly corner of lands now or late of Keystone Pipeline Company; thence by lots in Parkchester North 71 degrees 00 minutes East 849.1 feet to a point on the Westerly right of way line of Legislative Route 1042 thence South and Southwesterly along said right of way line by various courses and distances to its intersection with the Northerly right of way line of Legislative Route 15097; thence Northwesterly by said right of way line of Legislative Route 15097 41 feet to another common corner of this and the above mentioned lands of Keystone Pipeline Company; thence by same North 21 degrees 00 minutes West 437.58 feet to the first mentioned point and place of beginning.

CONTAINING 5.719 acres of land, be the same more or less.

BEING Tax Parcel No. 52-1-10.1

EXCEPTING AND RESERVING therefrom and thereout all those certain Parcels 2 and 3 as shown and described in "Subdivision Plan made for Great Valley Water Company prepared by Yerkes Associates Inc., dated August 10, 1970, as follows, to wit:

BEGINNING at a point set in line of Lot #66 of Parkchester Estates Section 3 and also a corner of land belonging to Keystone Pipeline Company, said point being distant 287.33 feet measured on a course of North 72 degrees 02 minutes 27 seconds East from a point set in the center line of Boat Road and this mentioned point being distant 109.00 feet from the intersection of the center lines of Boat Road and Mary Jane Lane; thence extending from the first mentioned point and along land of Parkchester Estates North 71 degrees 26 minutes 22 seconds East 155.50 feet to a point; thence extending along the land herein being conveyed, the three following courses and distances; (1) South 20 degrees 27 minutes 10 seconds 181.50 feet to a point; (2) South 01 degrees 38 minutes 21 seconds West 256.37 feet to a point and (3) South 56 degrees 41 minutes 25 seconds West 60.00 feet to a point in line of land of Keystone Pipeline Company; thence by same North 20 degrees 27 minutes 10 seconds West 437.52 feet to the first mentioned point and place of beginning.

ALSO AS DESCRIBED IN THAT CERTAIN ALTA/ACSM Land Title Survey prepared by Trico Surveying & Mapping, Inc. dated October 9, 2013 as Job No. 02896-003, as follows:

ALL THAT CERTAIN LOT OR PIECE OF GROUND, SITUATE IN WEST GOSHEN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF BOOT ROAD (L.R. 15097) AND MARY JANE LANE; THENCE ALONG CENTERLINE OF SAID BOOT ROAD (L.R. 15097) SOUTH 55 DEGREES 18 MINUTES 22 SECONDS EAST (BEARINGS BASED ON COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF TRANSPORTATION PLANS FOR STATE ROUTE 0202 SECTION M06 DATED JANUARY 9, 1992) 109.00 FEET; THENCE LEAVING SAID CENTERLINE NORTH 62 DEGREES 53 MINUTES 19 SECONDS EAST 287.33 FEET TO A POINT IN LINE OF LOT # 66 OF PARKCHESTER ESTATES SECTION 3: THENCE ALONG SAID LAND OF PARKCHESTER ESTATES NORTH 61 DEGREES 45 MINUTES 12 SECONDS EAST 155.00 FEET TO AN IRON PIPE AND THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID PARKCHESTER ESTATES

NORTH 61 DEGREES 35 MINUTES 08 SECONDS EAST 681.52 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF LEGISLATIVE ROUTE 1042, AND A CAPPED REBAR SET THIS SURVEY (C.D. GRAHAM); THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING NINE COURSES AND BEARINGS:

1. ALONG A CURVE CONCAVE TO THE NORTHWEST, CHORD BEARING SOUTH 14 DEGREES 26 MINUTES 55 SECONDS WEST 105.95 FEET WITH RADIUS OF 1784.86 FEET AND ARC DISTANCE OF 105.95 FEET TO A CHAIN LINK FENCE CORNER;
2. ALONG A CURVE CONCAVE TO THE NORTHWEST, CHORD BEARING SOUTH 18 DEGREES 49 MINUTES 17 SECONDS WEST 121.94 FEET WITH RADIUS OF 1307.38 FEET AND ARC DISTANCE OF 121.98 FEET TO A CHAIN LINK FENCE CORNER;
3. NORTH 68 DEGREES 30 MINUTES 20 SECONDS WEST 15.00 FEET TO A CHAIN LINK FENCE CORNER;
4. ALONG A CURVE CONCAVE TO THE NORTHWEST, CHORD BEARING SOUTH 26 DEGREES 29 MINUTES 37 SECONDS WEST 225.29 FEET WITH RADIUS OF 1292.38 FEET AND ARC DISTANCE OF 225.56 FEET TO A CHAIN LINK FENCE CORNER;
5. SOUTH 58 DEGREES 30 MINUTES 20 SECONDS EAST 25.00 FEET TO A CAPPED REBAR;
6. ALONG A CURVE CONCAVE TO THE NORTHWEST, CHORD BEARING SOUTH 36 DEGREES 06 MINUTES 43 SECONDS WEST 212.20 FEET WITH RADIUS OF 1317.20 FEET AND ARC DISTANCE OF 212.41 FEET TO A CHAIN LINK FENCE CORNER;
7. SOUTH 40 DEGREES 43 MINUTES 56 SECONDS WEST 106.15 FEET TO A CAPPED REBAR;
8. SOUTH 46 DEGREES 05 MINUTES 44 SECONDS WEST 172.83 FEET TO A CAPPED REBAR;
9. NORTH 55 DEGREES 18 MINUTES 22 SECONDS WEST 41.00 FEET TO A CAPPED REBAR;

THENCE LEAVING SAID RIGHT-OF-WAY NORTH 46 DEGREES 38 MINUTES 10 SECONDS EAST 60.00 FEET TO A CAPPED REBAR; THENCE NORTH 08 DEGREES 55 MINUTES 45 SECONDS WEST 256.37 FEET TO A CHAIN LINK FENCE POST; THENCE NORTH 30 DEGREES 20 MINUTES 52 SECONDS WEST 181.66 FEET TO THE POINT OF BEGINNING. CONTAINING IN ALL 4.42 ACRES, MORE OR LESS.

BEING the same premises which Great Valley Water Company by Deed dated 10/9/1970 and recorded 6/1/1971 in Chester County in Deed Book X-39 page 1051, conveyed unto Anthony Janiec and Carole F. Janiec, his wife as tenants by the entireties, in fee.

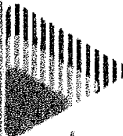
11426467 B: 9166 P: 409 MSC
08/19/2015 11:23:55 AM Page 8 of 13

EXHIBIT B

Legal Description of Restricted Parcel 1

SHEET
2 OF 2

DRAWN BY: CCG
CHECKED BY:
DATE: 7-15-2015
SCALE: 1" = 200'
JOB NO.:



Phone: 812-330-7030
441 West Goshen Pike, Bloomington, IN 47404
Fax: 812-330-7035
Web: www.tricosurveying.com

TRICO Surveying & Mapping, Inc.

PLAT & DESCRIPTION
RESTRICTED AREAS
FOR SUNOCO PIPELINE LP
WEST GOSHEN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA

RESTRICTED PARCEL 1
WEST GOSHEN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA
PARCEL ID: 52-01-0010.0100

DESCRIPTION - RESTRICTED PARCEL 1

All that certain lot or piece of ground, situate in West Goshen Township, Chester County, Pennsylvania described as follows:

Commencing at the centerline intersection of Boot Road (L.R. 15097) and Mary Jane Lane; thence along centerline of said Boot Road (L.R. 15097) South 55 Degrees 18 minutes 22 seconds East (bearings based on Commonwealth of Pennsylvania Department of Transportation Plans for State Road 0202 Section M06 dated January 9, 1992) 109.00 feet; thence leaving said centerline North 62 degrees 53 minutes 19 seconds East 287.33 feet to a point in line of Lot #66 of Parkchester Estates Section 3; thence along said Land of Parkchester Estates North 61 degrees 45 minutes 12 seconds East 155.00 feet to an iron pipe and the West line of Sunoco Pipeline LP property; thence along said West line South 30 degrees 20 minutes 52 seconds East 181.66 feet to the Point of Beginning; thence leaving said West line and through the line of said Sunoco Pipeline LP property South 30 degrees 20 minutes 52 seconds East 256.85 feet to the North right of way of State Route 202; thence along said right of way South 46 degrees 05 minutes 44 seconds West 138.64 feet to a steel fence post; thence continuing along said right of way North 55 degrees 18 minutes 22 seconds West 41.00 feet to a rebar and the said West line of Sunoco Pipeline LP property; thence along said West line North 46 degrees 38 minutes 10 seconds East 59.84 feet to a rebar; thence continuing along said West line North 08 degrees 55 minutes 45 seconds East 256.37 feet to the Point of Beginning.

Containing in all 0.367 acres, more or less.

07/15/2015

CHARLES D. GRAHAM
PENNSYLVANIA RLS NO. SU 075395

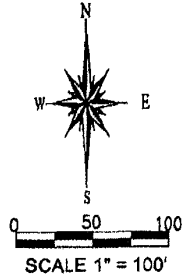
DATE

SHEET
1 OF 2

RESTRICTED PARCEL 1

WEST GOSHEN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA
PARCEL ID: 52-01-0010.0100

DRAWN BY: CDG
CHECKED BY:
DATE: 7-15-2015
SCALE: 1" = 200'
JOB NO.:



LEGEND

- P.O.B. - POINT OF BEGINNING
- - IRON PIPE FOUND
- ◆ - REBAR FOUND
- (thick) - SUBJECT TRACT LINE
- (thin) - ADJOINING TRACT LINE
- (dashed) - EDGE OF PAVEMENT
- (dotted) - ROAD R/W

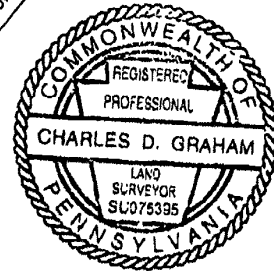
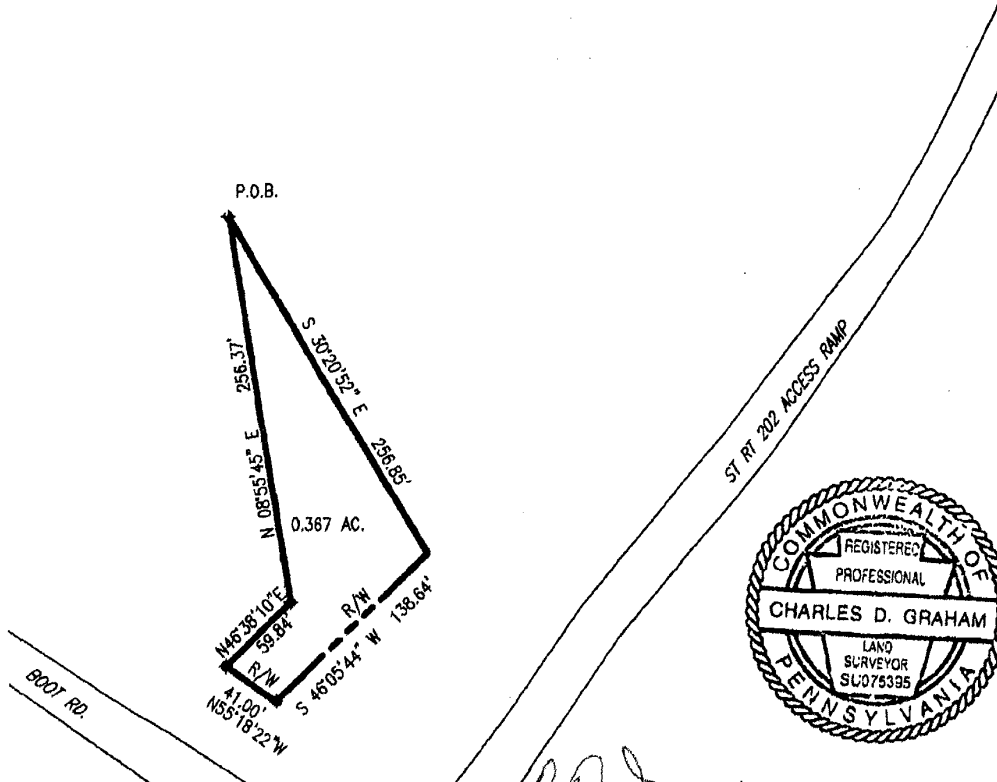
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08/19/2015 11:23:55 AM Page 10 of 13



TRICO Surveying & Mapping, Inc.

441 West Goutley Pike, Bloomington, IN 47404
Phone: 812-330-7030 Fax: 812-330-7035 Web: www.tricosurveying.com

PLAT & DESCRIPTION
RESTRICTED AREAS
FOR SUNOCO PIPELINE LP
WEST GOSHEN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA



Charles D. Graham

CHARLES D. GRAHAM
PENNSYLVANIA RLS NO. SU 075395

07/15/2015

DATE

11426467 B: 9166 P: 412 MSC
08/19/2015 11:23:55 AM Page 11 of 13

EXHIBIT C

Legal Description of Restricted Parcel 2

SHEET
2 OF 2

RESTRICTED PARCEL 2

WEST GOSHEN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA
PARCEL ID: 52-01-0010.0100

DRAWN BY: CDG
CHECKED BY:
DATE: 7-15-2015
SCALE: 1" = 200'
JOB NO.:

DESCRIPTION - RESTRICTED PARCEL 2

All that certain lot or piece of ground, situate in West Goshen Township, Chester County, Pennsylvania described as follows:

Commencing at the centerline intersection of Boot Road (L.R. 15097) and Mary Jane Lane; thence along centerline of said Boot Road (L.R. 15097) South 55 Degrees 18 minutes 22 seconds East (bearings based on Commonwealth of Pennsylvania Department of Transportation Plans for State Road 0202 Section M06 dated January 9, 1992) 109.00 feet; thence leaving said centerline North 62 degrees 53 minutes 19 seconds East 287.33 feet to a point in line of Lot #66 of Parkchester Estates Section 3; thence along said Land of Parkchester Estates North 61 degrees 45 minutes 12 seconds East 155.00 feet to an iron pipe and the West line of Sunoco Pipeline LP property and the Point of Beginning; thence continuing along said Parkchester Estates North 61 degrees 35 minutes 08 seconds East 681.52 feet to a rebar in the North right of way of State Route 0202; thence along said right of way the following eight courses and bearings:

1. along a curve concave to the Northwest, chord bearing South 14 degrees 26 minutes 55 seconds West 105.95 feet with a radius of 1784.86 feet and arc distance of 105.95 feet to a chain link fence corner;
 2. along a curve concave to the Northwest, chord bearing South 18 degrees 49 minutes 17 seconds West 121.94 with a radius of 1307.38 feet and arc distance of 121.98 feet to a chain link fence corner;
 3. North 68 degrees 30 minutes 20 seconds West 15.00 feet to a chain link fence corner;
 4. along a curve concave to the Northwest, chord bearing South 26 degrees 29 minutes 37 seconds West 225.29 feet with a radius of 1292.38 feet and arc distance of 225.56 feet to a rebar;
 5. South 58 degrees 30 minutes 20 seconds East 25.00 feet to a rebar;
 6. along a curve concave to the Northwest, chord bearing South 36 degrees 06 minutes 43 seconds West 212.20 feet with a radius of 1317.20 feet and arc distance of 212.41 feet to a chain link fence corner;
 7. South 40 degrees 43 minutes 56 seconds West 106.15 feet to a rebar;
 5. South 46 degrees 05 minutes 44 seconds West 34.19 feet to the West line of Sunoco Pipeline LP property;
- thence along the said West line North 30 degrees 20 minutes 52 seconds West 438.03 feet and to the Point of Beginning.

Containing in all 4.056 acres, more or less.

CHARLES D. GRAHAM
PENNSYLVANIA RLS NO. SU 075395

TRICO Surveying & Mapping, Inc.

441 West Courley Pike, Bloomington, IN 47404
Phone: 812-330-7030 Fax: 812-330-7035 Web: www.tricosurveying.com

WEST GOSHEN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA

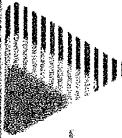
PLAT & DESCRIPTION
RESTRICTED AREAS
FOR SUNOCO PIPELINE LP

SHEET
1 OF 2

RESTRICTED PARCEL 2

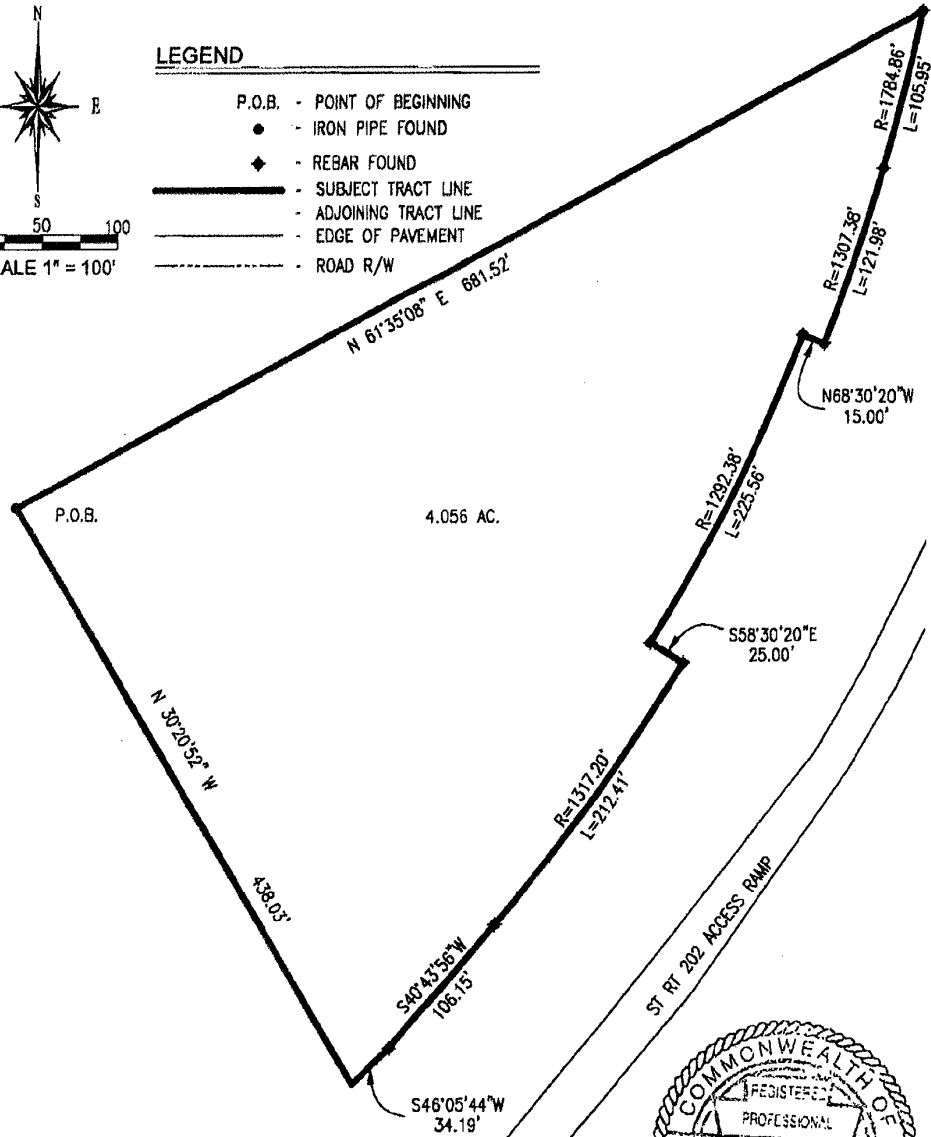
WEST GOSHEN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA
PARCEL ID: 52-01-0010.0100

DRAWN BY: CDG
CHECKED BY:
DATE: 7-15-2015
SCALE: 1" = 200'
JOB NO.:



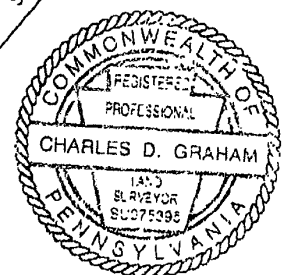
LEGEND

- P.O.B. - POINT OF BEGINNING
- - IRON PIPE FOUND
- ◆ - REBAR FOUND
- (thick) - SUBJECT TRACT LINE
- (thin) - ADJOINING TRACT LINE
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PLAT & DESCRIPTION
 RESTRICTED AREAS
 FOR SUNOCO PIPELINE LP
 WEST GOSHEN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA



C.D. Graham 07/15/2015
 CHARLES D. GRAHAM DATE
 PENNSYLVANIA RLS NO. SU 075395

20

Supreme Court of Pennsylvania
Court of Common Pleas
Civil Cover Sheet
CHESTER County

\$173

For Prothonotary Use Only:	TIME STAMP
Docket No: 2016-04559	

The information collected on this form is used solely for court administration purposes. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.

SECTION A

Commencement of Action:

Complaint Writ of Summons Petition
 Transfer from Another Jurisdiction Declaration of Taking

Lead Plaintiff's Name: Sunoco Pipeline L.P. Lead Defendant's Name: Anthony Janiec and Carole F. Janiec et al.

Are money damages requested? Yes No Dollar Amount Requested: (check one) within arbitration limits outside arbitration limits

Is this a Class Action Suit? Yes No Is this an MDJ Appeal? Yes No

Name of Plaintiff/Appellant's Attorney: George J. Kroculich
 Check here if you have no attorney (are a Self-Represented [Pro Se] Litigant)

Nature of the Case: Place an "X" to the left of the **ONE** case category that most accurately describes your **PRIMARY CASE**. If you are making more than one type of claim, check the one that you consider most important.

SECTION B

<p>TORT (do not include Mass Tort)</p> <input type="checkbox"/> Intentional <input type="checkbox"/> Malicious Prosecution <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Nuisance <input type="checkbox"/> Premises Liability <input type="checkbox"/> Product Liability (does not include mass tort) <input type="checkbox"/> Slander/Libel/ Defamation <input type="checkbox"/> Other: _____	<p>CONTRACT (do not include Judgments)</p> <input type="checkbox"/> Buyer Plaintiff <input type="checkbox"/> Debt Collection: Credit Card <input type="checkbox"/> Debt Collection: Other _____ <input type="checkbox"/> Employment Dispute: Discrimination <input type="checkbox"/> Employment Dispute: Other _____ <input type="checkbox"/> Other: _____	<p>CIVIL APPEALS</p> <input type="checkbox"/> Administrative Agencies <input type="checkbox"/> Board of Assessment <input type="checkbox"/> Board of Elections <input type="checkbox"/> Dept. of Transportation <input type="checkbox"/> Statutory Appeal: Other _____ <input type="checkbox"/> Zoning Board <input type="checkbox"/> Other: _____
<p>MASS TORT</p> <input type="checkbox"/> Asbestos <input type="checkbox"/> Tobacco <input type="checkbox"/> Toxic Tort - DES <input type="checkbox"/> Toxic Tort - Implant <input type="checkbox"/> Toxic Waste <input type="checkbox"/> Other: _____	<p>REAL PROPERTY</p> <input type="checkbox"/> Ejectment <input checked="" type="checkbox"/> Eminent Domain/Condemnation <input type="checkbox"/> Ground Rent <input type="checkbox"/> Landlord/Tenant Dispute <input type="checkbox"/> Mortgage Foreclosure: Residential <input type="checkbox"/> Mortgage Foreclosure: Commercial <input type="checkbox"/> Partition <input type="checkbox"/> Quiet Title <input type="checkbox"/> Other: _____	<p>MISCELLANEOUS</p> <input type="checkbox"/> Common Law/Statutory Arbitration <input type="checkbox"/> Declaratory Judgment <input type="checkbox"/> Mandamus <input type="checkbox"/> Non-Domestic Relations Restraining Order <input type="checkbox"/> Quo Warranto <input type="checkbox"/> Replevin <input type="checkbox"/> Other: _____



IN THE COURT OF COMMON PLEAS OF CHESTER COUNTY, PENNSYLVANIA
CIVIL DIVISION – IN REM

IN RE: CONDEMNATION BY SUNOCO
PIPELINE L.P. OF PERMANENT AND
TEMPORARY RIGHTS OF WAY AND
EASEMENTS FOR THE TRANSPORTATION
OF ETHANE, PROPANE, LIQUID
PETROLEUM GAS, AND OTHER
PETROLEUM PRODUCTS IN WEST GOSHEN
TOWNSHIP, CHESTER COUNTY,
PENNSYLVANIA, OVER THE LANDS OF
ANTHONY JANIEC, CAROLE F. JANIEC,
STEPHEN B. JANIEC, DIANE JANIEC,
CHERYL J. BORYSOWSKI, AND CYNTHIA J.
VANHEFTER

EMINENT DOMAIN-IN REM

NO.

16-04559

FILED
2016 MAY 12 PM 1:47
OFFICE OF THE
PROthonARY
CHESTER COUNTY

DECLARATION OF TAKING

Condemnor Sunoco Pipeline L.P. (“Sunoco Pipeline”), by and through its undersigned counsel, submits this Declaration of Taking based on the provisions of Chapter 3, Section 302 of the Eminent Domain Code, Act of May 4, 2006, P.L. 112, No. 34 § 1, 26 Pa.C.S. § 302, as amended, and Section 511 of Pennsylvania’s Business Corporation Law (“BCL”), 15 Pa.C.S. § 1511. Sunoco Pipeline attempted to negotiate the acquisition of the necessary property interests from Condemnees Anthony Janiec, Carole F. Janiec, Stephen B. Janiec, Diane Janiec, Cheryl J. Borysowski, and Cynthia J. VanHefter, but because the parties could not reach agreement, Sunoco Pipeline must now file this Declaration of Taking to obtain the required property interests.

1. Condemnor Sunoco Pipeline is a limited partnership organized and existing under the laws of the State of Texas and registered to do business in the Commonwealth of Pennsylvania.



2. Sunoco Pipeline has its principal office at 3807 West Chester Pike, Newtown Square, Pennsylvania 19073.

3. Sunoco Pipeline is condemning a permanent pipeline easement, a temporary workspace easement, a permanent block valve easement, a fenced-in block valve site, a permanent access road, and a temporary access road of Anthony Janiec, Carole F. Janiec, Stephen B. Janiec, Diane Janiec, Cheryl J. Borysowski, and Cynthia J. VanHefter in West Goshen Township, Pennsylvania 19380 to construct a portion of the "Mariner East 2" pipeline project.

4. The Mariner East 2 pipeline project is part of Sunoco Pipeline's larger Mariner East project, which is designed to efficiently transport natural gas liquids ("NGLs") such as ethane, propane, and other petroleum products from the shale areas of Western Pennsylvania, West Virginia, and Eastern Ohio in order to increase the supply of NGLs to consumers.

5. To facilitate the provision of NGLs to consumers, the Mariner East 2 pipeline project will have on-ramps and off-ramps in Pennsylvania. These on-ramps and off-ramps will allow shippers to transport NGLs within Pennsylvania, adding product to the pipeline at the on-ramps and removing product from the pipeline at the off-ramps. As shown in the project map attached as Exhibit A, the pipelines are a highway for the transportation of NGLs, with the shipments between Pennsylvania on-ramps and Pennsylvania off-ramps moving entirely within the Commonwealth.

I. SUNOCO PIPELINE IS AUTHORIZED TO CONDEMN UNDER THE BUSINESS CORPORATION LAW.

A. The Business Corporation Law Grants Condemnation Power to a Public Utility Corporation to Transport Petroleum or Petroleum Products.

6. Sunoco Pipeline is authorized to condemn easements over Condemnees Anthony Janiec's, Carole F. Janiec's, Stephen B. Janiec's, Diane Janiec's, Cheryl J. Borysowski's, and

Cynthia J. VanHefter's property because it is regulated by the Pennsylvania Public Utility Commission (the "Commission" or "PUC") as a public utility corporation and an easement over the property is necessary to construct its Mariner East 2 pipeline project, which will transport petroleum products for the public.

7. Section 1511(a) of the BCL provides:

(a) . . . **A public utility corporation shall**, in addition to any other power of eminent domain conferred by any other statute, **have the right to take, occupy and condemn property for one or more of the following principal purposes** and ancillary purposes reasonably necessary or appropriate for the accomplishment of the principal purposes:

(2) **The transportation of** artificial or natural gas, electricity, **petroleum or petroleum products** or water or any combination of such substances for the public.

15 Pa.C.S. § 1511(a) (emphasis added).

8. The BCL defines a "public utility corporation" as "[a]ny domestic or foreign corporation for profit that . . . [i]s subject to regulation as a public utility by the Pennsylvania Public Utility Commission or an officer or agency of the United States." 15 Pa. C.S. § 1103.¹

1. Sunoco Pipeline Is a Public Utility Corporation.

9. Sunoco Pipeline is regulated as a public utility by the PUC, rendering it a "public utility corporation" under the BCL with the power to condemn.

¹ The BCL does not limit the term "public utility corporation" to corporations, but also includes partnerships and limited liability companies. See 18 Pa.C.S. § 8102(a)(2) ("A domestic or foreign partnership or limited liability company may exercise any right, power, franchise or privilege that a domestic or foreign corporation engaged in the same line of business might exercise under the laws of this Commonwealth, including powers conferred by section 1511 (relating to additional powers of certain public utility corporations) or other provisions of law granting the right to a duly authorized corporation to take or occupy property and make compensation therefor.").

10. Since 2002, Sunoco Pipeline has provided pipeline transportation service of petroleum products and refined petroleum products within Pennsylvania, subject to the PUC's oversight and jurisdiction.

11. As described more fully herein, the Commission has reaffirmed in three final PUC Orders in 2014 and two final PUC Orders in 2015 that Sunoco Pipeline is a public utility subject to the PUC's regulation as a public utility. Additionally, the PUC has recognized that the service that is the subject of this action, the Mariner East service, is a public utility service. Specifically, as will be outlined in more detail below the:

- (1) PUC July 24, 2014 Final 703(g) Order;
- (2) August 21, 2014 Mariner East Tariff;
- (3) PUC August 21, 2014 Final CPC Order;
- (4) PUC January 15, 2015 Sunoco Pipeline Mariner East Tariff; and
- (5) PUC March 26, 2015 Sunoco Pipeline Mariner East Tariff,

establish that the PUC has regulated and continues to regulate Sunoco Pipeline as a public utility for the Mariner East service and, consequently, Sunoco Pipeline is a "public utility corporation" for purposes of exercising eminent domain under the Business Corporation Law ("BCL") and the Eminent Domain Code. 15 Pa.C.S. § 1511; 26 Pa.C.S. § 101 *et seq.*

12. In 2002, the PUC approved the merger of Sun Pipe Line Company and Atlantic Pipeline Corporation and the transfer of their assets (including an integrated pipeline system) to Sunoco Pipeline.

13. Along with the transfer of assets, Sunoco Pipeline acquired a Certificate of Public Convenience (the "2002 CPC") from the PUC, which provided Sunoco Pipeline the right to transport petroleum products and refined petroleum products in the former service territory of Sun Pipe Line and Atlantic Pipeline Corporation. This CPC confirmed the PUC's regulatory

oversight over Sunoco Pipeline. A true and correct copy of the 2002 CPC Attached is attached hereto as Exhibit B.

14. In 2012, Sunoco Pipeline announced its plans to construct the “Mariner East” pipeline project to transport petroleum products such as propane, ethane, and butane within the territories included in the 2002 CPC. The Mariner East project is divided into phases, and it is designed to relieve the oversupply of natural gas liquids in the Marcellus and Utica Shale basins and to alleviate supply-side shortages of propane in Pennsylvania and the Northeast United States.

15. While the first phase of the Mariner East project (“Mariner East 1”) initially prioritized the *interstate* pipeline transportation service of propane and ethane from the Marcellus and Utica basins, eastward to the Marcus Hook Industrial Complex, located in both Delaware County, Pennsylvania and Claymont, Delaware, Sunoco Pipeline’s business plan for the Mariner East project as a whole always contemplated *intrastate* transportation of propane for delivery to customers in Pennsylvania.

16. During and following the 2013–2014 winter season, Sunoco Pipeline experienced a significant increase in shipper demand for *intrastate* shipments of propane due to an increase in local consumer demand for propane. Harsh winter conditions and a deficit of pipeline infrastructure caused propane shortages and changed market conditions. The resulting price spikes and shortages prompted unprecedented emergency measures from both the state and federal governments. In reaction to the unfolding market conditions and shipper interest, Sunoco Pipeline accelerated its business plans to provide *intrastate* shipments of propane within Pennsylvania, in addition to interstate shipments of propane and ethane.

17. Because the *intrastate* service provided by Sunoco Pipeline is subject to PUC oversight and regulation, Sunoco Pipeline initiated several proceedings with the PUC.

18. On May 21, 2014, Sunoco Pipeline filed an application with the PUC under Section 703(g) of the Public Utility Code, 66 Pa.C.S. § 703(g), to clarify a prior Commission Order (issued August 29, 2013) which had granted Sunoco Pipeline the authority to suspend and abandon its provision of east-to-west gasoline and distillate service (and the corresponding tariffs) in certain territories along its pipeline. In its application, Sunoco Pipeline sought to enable west-to-east service of natural gas liquids in those territories as part of the Mariner East project.²

19. On July 24, 2014, the PUC issued an Opinion and Order, which is now a final order, granting Sunoco Pipeline's application (the "PUC July 24, 2014 Final 703(g) Order") and reaffirming Sunoco Pipeline's authority under its existing CPCs to transport petroleum products and refined petroleum products, including propane, between Delmont, Westmoreland County, Pennsylvania and Twin Oaks, Delaware County, Pennsylvania.

20. In issuing the July 24, 2014 Final 703(g) Order, the Commission specifically noted that Sunoco Pipeline had retained its authority under its 2002 CPC to provide petroleum products and refined petroleum products transportation service between Delmont and Twin Oaks, Pennsylvania, notwithstanding its suspension and abandonment of gasoline and distillate service. A true and correct copy of the PUC July 24, 2014 Final 703(g) Order is attached hereto as Exhibit C.

² Because it is a public utility, Sunoco Pipeline must apply to, and obtain the approval of, the PUC in the event it wishes to discontinue, suspend, or abandon any part of its public utility service.

21. The PUC July 24, 2014 Final 703(g) Order additionally recognized that:
- (a) The factual circumstances surrounding the Mariner East project have changed since August 2013 in that Sunoco Pipeline now intends to provide intrastate transportation service of propane in response to developing market conditions and increased shipper interest in securing intrastate pipeline service facilities;
 - (b) The definition of “petroleum products” is interpreted broadly to encompass propane; and
 - (c) The proposed provision of intrastate propane service will result in numerous public benefits by, *inter alia*, allowing Sunoco Pipeline “to immediately address the need for uninterrupted deliveries of propane in Pennsylvania and to ensure that there is adequate pipeline capacity to meet peak demand for propane during the winter season.”

See Exhibit C at pp. 8-9.

22. Consistent with the PUC July 24, 2014 Final 703(g) Order, Sunoco Pipeline filed Tariff Pipeline Pa. P.U.C. No. 16 on June 11, 2014, to be effective on October 1, 2014.
23. This tariff reflected the PUC-regulated pipeline transportation rate for the west-to-east intrastate movement of propane from Mechanicsburg, Pennsylvania to Twin Oaks, Pennsylvania.
24. By final Order dated August 21, 2014, in Docket No. R-2014-2426158 (August 21, 2014 Tariff) the Commission permitted the tariff to become effective on October 1, 2014. A true and correct copy of the August 21, 2014 Tariff is attached hereto as Exhibit D.
25. Only a public utility regulated by the PUC has the ability to apply to the PUC for the authority to file a tariff. Section 1302 of the Public Utility Code states that “every *public utility* shall file with the Commission . . . tariffs showing rates established by it and collected or enforced, *within the jurisdiction of the Commission.*” 66 Pa.C.S § 1302 (emphasis added). As such, a tariff, by definition, constitutes direct regulation by the PUC of a public utility, in this case, Sunoco Pipeline with respect to the Mariner East service. Stated differently, a PUC tariff is

the very essence of and indicia of being a public utility rendering public utility service regulated by the PUC.

26. By virtue of Sunoco Pipeline's existing CPCs, the Commission recognized and authorized Sunoco Pipeline as a public utility to transport petroleum and refined petroleum products as a public utility service bi-directionally in the following counties in Pennsylvania in which the Mariner East project is situated: Allegheny, Berks, Blair, Cambria, Chester, Cumberland, Dauphin, Delaware, Huntingdon, Indiana, Juniata, Lancaster, Lebanon, Perry, Westmoreland, and York Counties.

27. Sunoco Pipeline's service territory did not originally include Washington County, to the south of Pittsburgh, because Sunoco Pipeline did not maintain facilities in that county and had not applied for authority in that county. However, because the Mariner East service would originate in Washington County, on June 6, 2014, Sunoco Pipeline filed an application to expand its service territory into Washington County.

28. By Order dated August 21, 2014, which is now final, the PUC granted Sunoco Pipeline's application and authorized the provision of *intrastate* petroleum and refined petroleum products pipeline transportation service in Washington County, thereby expanding the service territory in which Sunoco Pipeline is authorized to provide its *intrastate* Mariner East service. A true and correct copy of the August 21, 2014 Order (the "PUC August 21, 2014 Final CPC Order") is attached hereto as Exhibit E. In so doing, the Commission expressly recognized that the service proposed in the application is in the public interest, stating:

[W]e believe that approval of this Application is necessary and proper for the service, accommodation, and convenience of the public. We believe granting Sunoco authority to commence intrastate transportation of propane in Washington County will enhance delivery options for the transport of natural gas and natural gas liquids in Pennsylvania. In the wake of the propane shortage experienced in 2014, Sunoco's proposed

service will increase the supply of propane in markets with a demand for these resources, including in Pennsylvania, ensuring that Pennsylvania's citizens enjoy access to propane heating fuel. Additionally, the proposed service will offer a safer and more economic transportation alternative for shippers to existing rail and trucking services.

See Exhibit E at p. 4.

29. A CPC constitutes the PUC's declaration that the entity to which it is issued is a public utility, is rendering a public utility service, and is regulated by the PUC.

30. CPCs are only granted by the PUC to public utilities for public utility service.

31. Section 1101 of the Public Utility Code states that "[u]pon application of any proposed public utility and the approval of such application by the commission evidenced by its [CPC], . . . it shall be lawful for any such proposed public utility to begin to offer, render, furnish, or supply service within this Commonwealth." 66 Pa.C.S. § 1101.

32. Section 1102 of the Public Utility Code further provides that "[u]pon the application of any public utility and the approval of such application by the [PUC], evidenced by its [CPC] first had and obtained, and upon compliance with existing laws, it shall be lawful for . . . [that] public utility [to offer service] to a different territory." 66 Pa.C.S. § 1102.

33. Sunoco Pipeline followed Section 1102 in applying for and receiving the CPC for Mariner East service in Washington County. Sunoco Pipeline, an existing public utility, applied for a CPC to expand its public utility service territory, and the PUC, by Order entered on August 21, 2014, expressly authorized Sunoco Pipeline to "offer, render, furnish, or supply intrastate petroleum and refined petroleum products pipeline service to the public in Washington County" for Mariner East service. See Exhibit E at p. 5. Under the Public Utility Code, only an entity that provides public utility service may be granted a CPC by the PUC.³

³ The Code further provides: "A certificate of public convenience shall be granted by order of the

34. On November 6, 2014, Sunoco Pipeline filed Supplement No. 2 Tariff Pipeline-Pa P.U.C. No. 16 (Supplement No. 2) to become effective January 5, 2015.

35. Supplement No. 2 proposed to add the new origin point of Houston, Washington County, Pennsylvania for west-to-east intrastate movement of propane (i.e., through Chester County), consistent with the CPCs described above.

36. On December 18, 2014, Sunoco Pipeline filed Supplement No. 4, voluntarily postponing the effective date to January 16, 2015.

37. By Order entered on January 15, 2015 in Docket No. R-2014-2452684 ("PUC January 15, 2015 Tariff"), the Commission again acknowledged and reaffirmed Sunoco Pipeline's status as a public utility corporation by permitting Supplement No. 2 to become effective on January 16, 2015.⁴ A true and a correct copy of the PUC January 15, 2015 Tariff is attached hereto as Exhibit F.

38. By Order entered on March 26, 2015, the Commission permitted Tariff Pipeline Supplement No. 5 Pa P.U.C. 16 to become effective March 30, 2015, for shipment from Delmont, Westmoreland County, to Twin Oaks, Delaware County. A true and correct copy of the March 26, 2015 Tariff Order is attached hereto as Exhibit G.

39. Accordingly, as set forth at length above, per the:

- (1) PUC July 24, 2014 Final 703(g) Order;
- (2) August 21, 2014 Mariner East Tariff;
- (3) PUC August 21, 2014 Final CPC Order;

[PUC], only if the [PUC] shall find or determine that the granting of such certificate is necessary or proper for the service" 66 Pa. C.S. § 1103. Thus, the granting of multiple CPCs to Sunoco Pipeline, in addition to the filing and approval of Sunoco Pipeline's multiple tariffs and tariff supplements for the Mariner East service, establish that the PUC found that Sunoco Pipeline is a public utility and that the service is a public utility service.

⁴ Under sections 1303 and 1304 of the Public Utility Code, 66 Pa.C.S. §§ 1303 and 1304, the filed tariff is lawfully binding on the public and Sunoco Pipeline, and Sunoco Pipeline is legally obligated, as a public utility, to offer the public utility service at the rates specified in the tariff.

- (4) PUC January 15, 2015 Sunoco Pipeline Mariner East Tariff; and
- (5) PUC March 26, 2015 Sunoco Pipeline Mariner East Tariff,

Sunoco Pipeline is regulated as a public utility by the PUC and is a public utility corporation, and the Mariner East service is a public utility service rendered by Sunoco Pipeline within the meaning of the BCL.

40. The PUC's Orders and decisions establishing Sunoco Pipeline's status as a public utility corporation are conclusive, and they not subject to attack in the courts, because issues involving public utility service and the relation of that service to the public are squarely within the primary jurisdiction of the PUC. *Lansdale Borough v. Philadelphia Electric Co.*, 170 A.2d 565, 556-57 (Pa. 1961) ("Initial jurisdiction in matters concerning the relationship between public utilities and the public is in the PUC—not in the courts. It has been so held involving rates, service, rules of service, extension and expansion, hazard to public safety due to use of utility facilities, installation of utility facilities, location of utility facilities, obtaining, alerting, dissolving, abandoning, selling or transferring any right, power, privilege, service, franchise or property and rights to serve particular territory." (citations omitted)); *see also Pettko v. Pennsylvania-American Water Co.*, 15 Pa. D. & C.5th 565, 568 (Pa. C.P. Washington 2010) ("Under the Public Utility Code . . . , the General Assembly has vested the PUC with supervisory and regulatory power and authority over all public utilities doing business within [the] Commonwealth. 66 Pa. C.S. § 501(b). As a result, it is well-settled law that initial jurisdiction over matters involving the reasonableness, adequacy or sufficiency of a public utility's service, facilities or rates is vested in the PUC and not in the courts." (internal quotations omitted)).

41. Further evidence of Sunoco Pipeline's public utility status is found in the fact that Sunoco Pipeline is obligated to pay the Pennsylvania Public Utility Realty Tax Assessment and the annual Pennsylvania Public Utility Gross Receipts Tax.

42. Sunoco Pipeline is also exempt from registration required under the Gas and Hazardous Liquids Pipelines Act (“Act 127”) due to its public utility status. Act 127 provides that “a pipeline operator shall register with the commission.” 58 P.S. § 801.301. However, Act 127 specifically defines a “pipeline operator” to exclude public utilities. 58 P.S. § 801.102. Each of these are further indicia that Sunoco Pipeline is, and has been, regulated as a public utility in Pennsylvania.

2. *The Mariner East 2 Pipeline Project Will Transport “Petroleum or Petroleum Products.”*

43. Under the BCL, a public utility corporation like Sunoco Pipeline may exercise the power of eminent domain to transport “petroleum or petroleum products.” 15 Pa.C.S. § 1511(a)(2).

44. The BCL’s definition of “petroleum products” is interpreted broadly to encompass propane and ethane, the products which the Mariner East 2 pipeline will transport. Indeed, in an October 29, 2014 decision, the PUC stated:

The product to be shipped by Sunoco—“petroleum products”—is a broad term that includes both propane and ethane. While gasoline and fuel oil were the original products that were shipped in the pipelines until 2013, there is no restriction in any approved Certificate limiting Sunoco’s services to these particular products. In *Petition of Granger Energy of Honey Brook, LLC*, Docket No. P-00032043 (Order entered August 19, 2004), at 9, we gave the undefined term “petroleum products,” as used in Section 102 of the Code, a broad meaning as a “catch all phrase” to include what would otherwise be an exhaustive list of products. Similarly **we specifically held in the Amendment Order that propane is a petroleum product. While ethane is not expressly identified in 49 C.F.R. § 192.3, it also fits within the definition of “petroleum gas.” Under 49 C.F.R. § 195.2, [natural gas liquids] are encompassed under the terms “petroleum” and “petroleum product.”** The U.S. Energy Information Administration’s definition of [natural gas liquids] includes ethane and propane, which, in turn, is included in the definition of “petroleum and other liquids.” In light of the above, we presumptively conclude that Sunoco’s existing Certificate encompasses the movement of ethane and propane.

See October 29, 2014 Order, pp. 37-38, footnotes omitted (emphasis added). A true and correct copy of the October 29, 2014 Order is attached hereto as Exhibit H.

3. ***Multiple Courts in the Commonwealth Have Recognized that Sunoco Pipeline Is a Public Utility Corporation with the Power to Condemn Under the BCL for the Mariner East 2 Pipeline Project.***

45. Sunoco Pipeline has filed nearly identical declarations of taking in other Courts of Common Pleas in the Commonwealth to condemn easements for the Mariner East 2 pipeline project.

46. Condemnees have raised preliminary objections to those declarations of taking, challenging Sunoco Pipeline's power to condemn. However, the Courts of Common Pleas of Cumberland, Huntingdon, Washington, Lebanon, and Chester Counties have overruled those preliminary objections in the following actions, thereby recognizing that Sunoco Pipeline is a public utility corporation authorized to condemn property under Section 1511 of the Business Corporation Law:

- Consolidated actions of *In re Condemnation by Sunoco Pipeline L.P. Over the Lands of R. Scott Martin and Pamela S. Martin*, No. 2015-04052, *In re Condemnation by Sunoco Pipeline L.P. Over the Lands of Douglas M. Fitzgerald and Lyndsey M. Fitzgerald*, No. 2015-04053, and *In re Condemnation by Sunoco Pipeline L.P. Over the Lands of Harvey A. Nickey and Anna M. Nickey*, No. 2015-04055 (C.P. Cumberland, Sept. 29, 2015) (attached hereto as Exhibit I)
- *In re Condemnation by Sunoco Pipeline L.P. Over the Lands of Stephen Gerhart and Ellen S. Gerhart*, No. 2015-0972 (C.P. Huntingdon Jan. 6, 2016) (attached hereto as Exhibit J)
- *In re Condemnation by Sunoco Pipeline L.P. Over the Lands of Michael J. Hetrick*, No. 2015-1189 (C.P. Huntingdon Jan. 6, 2016) (attached hereto as Exhibit K)
- Consolidated actions of *Cowden v. Sunoco Pipeline L.P.*, No. 2015-3075 and *Paradise Hills, LLC v. Sunoco Pipeline L.P.*, No. 2015-3076 (C.P. Washington Dec. 17, 2015) (attached hereto as Exhibit L)
- *In re Condemnation by Sunoco Pipeline L.P. Over the Lands of Carolyn E. Rowe, John E. Rowe, and Tamela G. Rowe*, No. CP-31-CV-0019-2016 (C.P. Huntingdon Feb. 8, 2016) (attached hereto as Exhibit M)

- Consolidated actions of *Rohrer v. Sunoco Pipeline L.P.*, No. 2015-5095, *Thomas v. Sunoco Pipeline L.P.*, No. 2015-5098, *Yevins v. Sunoco Pipeline L.P.*, No. 2015-5104, *Craig v. Sunoco Pipeline L.P.*, No. 2015-5107, and *McPeak v. Sunoco Pipeline L.P.*, 2015-5812 (C.P. Washington Mar. 14, 2016) (attached hereto as Exhibit N)
- Consolidated actions of *In re Condemnation by Sunoco Pipeline L.P. Over the Lands of Homes for America, Inc.*, No. 2015-1338, *In re Condemnation by Sunoco Pipeline L.P. Over the Lands of Heath K. Nell and Brenda H. Nell*, No. 2015-1200, *In re Condemnation by Sunoco Pipeline L.P. Over the Lands of Gerald V. Thomas and Katherine M. Thomas*, No. 2015-1197 (C.P. Lebanon Mar. 24, 2016) (attached hereto as Exhibit O)
- *In re Condemnation by Sunoco Pipeline L.P. Over the Lands of Mikhail Ranish and Anna Ranish*, No. 2015-09313 (C.P. Chester Apr. 1, 2016) (attached hereto as Exhibit P)

47. Furthermore, in preparing to construct the Mariner East 2 pipeline project, Sunoco Pipeline has sought pre-condemnation access to property pursuant to Section 309 of the Eminent Domain Code, which provides that “[p]rior to the filing of the declaration of taking, the condemnor or its employees or agents shall have the right to enter upon any land or improvement in order to make studies, surveys, tests, soundings and appraisals.” 26 Pa.C.S. § 309(a).

48. The Courts of Common Pleas of Blair, Cumberland, Dauphin, and Huntingdon Counties have granted Sunoco Pipeline access to property pursuant to Section 309 of the Eminent Domain Code in the following actions, thereby recognizing that Sunoco Pipeline is a “condemnor” with the power to condemn for the Mariner East 2 pipeline project:

- *Sunoco Pipeline L. P. v. Baronner*, No. 2015 GN 2704 (C. P. Blair Sept. 11, 2015) (attached hereto as Exhibit Q)
- *Sunoco Pipeline L.P. v. Blume*, No. 2015-2050 CIVIL (C.P. Cumberland May 4, 2015) (attached hereto as Exhibit R)
- *Sunoco Pipeline L. P. v. Ross*, No. 2015 CV 02715 EQ (C. P. Dauphin Apr. 30, 2015) (attached hereto as Exhibit S)
- *Sunoco Pipeline L. P. v. McQuain*, No. 2016 CV 02715 EQ (C. P. Dauphin Apr. 30, 2015) (attached hereto as Exhibit T)
- *Sunoco Pipeline L. P. v. Sarfert*, No. 2015 CV 02719 EQ (C. P. Dauphin Apr. 30, 2015) (attached hereto as Exhibit U)

- *Sunoco Pipeline L.P. v. Cox*, No. 2015-411 (C. P. Huntingdon Apr. 13, 2015) (attached hereto as Exhibit V)

49. Accordingly, and by virtue of its status and authority as a Pennsylvania-regulated public utility with Certificates of Public Convenience issued and tariffs approved by the PUC, Sunoco Pipeline has the power to condemn property in connection with Mariner East 2 under Section 1511(a)(2) of the BCL.

II. THE PURPOSE OF THE CONDEMNATION IS TO CONSTRUCT THE MARINER EAST PROJECT TO TRANSPORT PETROLEUM AND PETROLEUM PRODUCTS FOR THE PUBLIC.

50. Sunoco Pipeline has constructed the first phase of the Mariner East Project, “Mariner East 1,” which is currently providing valuable services to the public.

51. In support of its objective of efficiently providing ethane, propane, and other petroleum product transportation services to its customers and consumers, Sunoco Pipeline has begun work on the second phase of the Mariner East Project, known as “Mariner East 2.”

52. Plans for this second phase of the Mariner East Project include the placement of two (2) pipelines adjacent to one another, separated by a distance of approximately five (5) feet, over the portion of the Mariner East line which runs from Delmont, Pennsylvania to the Marcus Hook Industrial Complex, and the placement of a single line over the portion of the Mariner East line which runs between Delmont, Pennsylvania and the West Virginia border.

53. In its August 21, 2014 Order granting Sunoco Pipeline’s application for a CPC for Washington County, the PUC expressly recognized that the Mariner East Project could include this second phase. The PUC stated:

Subject to continued shipper interest, Sunoco intends to undertake a second phase of the Mariner East project, which will expand the capacity of the project by constructing: (1) a 16 inch or larger pipeline paralleling its existing pipeline from Houston, PA to the Marcus Hook Industrial Complex and along much of the same route, and (2) a new 15 miles of pipeline from Houston, PA to a point near the

Pennsylvania-Ohio boundary line. This second phase, sometimes referred to as "Mariner East 2", will increase the take-away capacity of natural gas liquids from the Marcellus Shale and will enable Sunoco to provide additional on-loading and off-loading points within Pennsylvania for both intrastate and interstate propane shipments.

See Exhibit E at pp. 2-3. Sunoco Pipeline's CPC for Washington County thus acknowledges all phases of Mariner East service.⁵

54. The Mariner East Project is one of the largest investments in the history of the Commonwealth. The project is expected to result in a potential \$4.2 billion economic impact on Pennsylvania, creating more than 30,100 jobs during the construction period, with job earnings of \$1.9 billion.⁶

55. With the exception of some of the valves, Mariner East 2 will be routed below ground level, with most of the pipeline paralleling and within the existing right-of-way of the Mariner East 1 pipeline.

56. Part of Mariner East 2 will be located in Chester County, Pennsylvania, which is within the geographic scope of the Certificates of Public Convenience issued by the PUC to Sunoco Pipeline.

⁵ In an Opinion and Order dated October 29, 2014 granting Sunoco Pipeline's Exceptions to an Initial Decision, consistent with its prior decisions, the Commission noted that "Sunoco is certificated in Pennsylvania as a public utility to transport petroleum and refined petroleum products, including propane, from Delmont, Pennsylvania to Twin Oaks, Pennsylvania" and further that its "certificated authority is not limited to a specific pipe or set of pipes, but rather, includes both the upgrading of current facilities and the expansion of existing capacity as needed for the provision of the authorized service within the certificated territory." See Exhibit H at pp. 36, 39. Accordingly, Sunoco Pipeline's CPCs include the authority to provide the Mariner East 2 service, which service is merely an expansion of the Mariner East 1 service.

⁶ See *New Study Highlights Shale's "Significant Impact" for Pa.'s Economy*, Marcellus Shale Coalition (Feb. 6, 2015), <http://marcelluscoalition.org/2015/02/new-study-highlights-shales-significant-impact-for-pa-s-economy/>.

21



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July 11, 2017

VIA ELECTRONIC MAIL AND U.S. MAIL FIRST CLASS

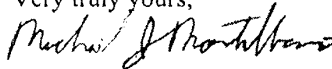
Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

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

Dear Secretary Chiavetta,

Enclosed please find the corrected Affidavit of Matthew Gordon, which is being filed in the above-referenced case. This Affidavit is meant to replace Exhibit A to Sunoco Pipeline L.P.'s Opposition to West Goshen Township's Request for Ex Parte Relief, which was filed on July 10, 2017 under e-Filing Confirmation No. 1684133. Exhibit A contains a typographical error in the date in paragraph 8. The date was intended to refer to the date of the hearing scheduled before Administrative Law Judge Barnes and should have been July 18, 2017 rather than July 18, 2018. The enclosed Affidavit corrects this error.

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

Very truly yours,

Michael J. Montalbano

Enclosures

cc: As per Certificate of Service
Honorable Elizabeth Barnes (*via email and U.S. Mail First Class*)
Honorable Charles Rainey (*via email and U.S. Mail First Class*)
Robert F. Young, Esquire (*via email and U.S. Mail First Class*)

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EXHIBIT 21

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*Attorneys for Defendant
Sunoco Pipeline L.P.*

WEST GOSHEN TOWNSHIP AND	:	
CONCERNED CITIZENS OF WEST	:	
GOSHEN TOWNSHIP	:	
	:	Docket NO. C-2017-2589346
Complainant,	:	
	:	
v.	:	
	:	
SUNOCO PIPELINE L.P.,	:	
	:	
Respondent.	:	

AFFIDAVIT OF MATTHEW GORDON

COMMONWEALTH OF PENNSYLVANIA :
 :
 : SS.
COUNTY OF BERKS :

I, Matthew Gordon, 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. I am employed by Sunoco Pipeline L.P. ("SPLP") as the Project Director for the Mariner East 2 pipeline project. I am authorized to make this Affidavit on behalf of SPLP.
2. SPLP's project team and engineering group has determined that siting Valve 344 on the SPLP Use Area is not prudent or feasible due to numerous engineering constraints. The

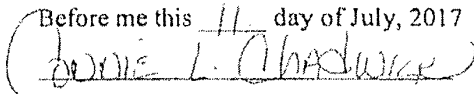
engineering constraints include, among other things: insufficient room to site the equipment needed to install the valve given the demands of the horizontal directional drilling; the need to open-cut Boot Road, which would severely disrupt traffic in West Goshen Township and create noise and inconvenience; and the creation of possible adverse impacts to Route 202 which would be avoided by siting the valve elsewhere.

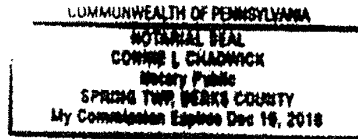
3. In 2017 SPLP purchased the property that is referred to as the "Janiec 2 Tract" in the Petition of West Goshen Township For An Ex Parte Emergency Order And An Interim Emergency Order. This property is situated at Boot Road and Route 202, on the east side of the highway, across from the property that was the subject of the Settlement Agreement.
4. The Janiec 2 Tract is the site for the pullback area for the horizontal directional drilling ("HDD") that will be used to install the pipe through West Goshen Township. Regardless of where the valve station is located, SPLP will need to engage in the work on the Janiec 2 Tract in order to install the Mariner East 2 pipeline.
5. The Commonwealth Department of Environmental Protection ("DEP") has issued a Chapter 102, Erosion and Sediment Control Permit for the work that will be performed on the Janiec 2 Tract.
6. West Goshen Township issued Earth Disturbance Permit 2017-202-1 for the work that will be performed on the Janiec 2 Tract.
7. SPLP has notified West Goshen Township on several occasions that it needs to site Valve 344 on the Janiec 2 Tract.
8. Work on Valve 344 will not commence until after the HDD is completed; accordingly, the installation of the valve will not occur before July 18, 2017.
9. An order from the Pennsylvania Public Utility Commission directing SPLP to cease work at the Janiec 2 Tract would substantially disrupt and delay the completion of the Mariner East 2 pipeline, causing consequent harm to producers, shippers, and consumers.



 MATTHEW GORDON

Sworn to and Subscribed

Before me this 11 day of July, 2017

 Notary Public



CERTIFICATE OF SERVICE

I, Michael J. Montalbano, certify that on July 11, 2017, I caused a true and correct copy of the Corrected Affidavit of Matthew Gordon to be served upon the party listed below by electronic mail and Federal Express or First Class Mail, in accordance with the requirements of 52 Pa.

Code § 1.54 (relating to service by a party):

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

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

Office of Small Business Advocate
300 North Second Street, Suite 202
Harrisburg, PA 17101
Ra-sba@pa.gov

Pennsylvania Office of Consumer Advocate
555 Walnut Street
5th Floor Forum Place
Harrisburg, PA 17101
consumer@paoca.org

Bureau of Investigation & Enforcement
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17101



Michael J. Montalbano
Attorney for Sunoco Pipeline L.P.

R-2

Accufacts Inc.

“Clear Knowledge in the Over Information Age”

8040 161st Ave NE, #435
Redmond, WA 98052
Ph (425) 802-1200
Fax (805) 980-4204
kuprewicz@comcast.net

Date: January 6, 2017

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

Re: Accufacts Report on Mariner East 2 Expansion Project Affecting West Goshen Township

1. Introduction

Accufacts Inc. (“Accufacts”) was asked to assist West Goshen Township (“Township”) in evaluating an additional Sunoco Pipeline L.P. (“Sunoco”) pipeline project identified as the Mariner 2 East Expansion Project. The Mariner East 2 Expansion Project is a proposal to install a new 20-inch, high MOP liquid transmission pipeline operating across the Township that will carry highly volatile liquids, or HVLs (propane and butane), eastward.¹ This project is for a new pipeline that supplements movement of NGLs eastward out of the Utica and Marcellus shale gas regions in Ohio and western Pennsylvania, respectively.

Accufacts provides specialized technical and safety expertise in pipeline siting, design, operation/maintenance, and regulatory requirements, especially as it relates to HVLs, a category of liquids given special definition and mention in the federal pipeline safety regulations because of their unique hazards.² Based on over forty years of experience, Accufacts utilized a similar approach in producing an analysis for the Township for the original Mariner East Project, an earlier conversion of an 8-inch existing vintage pipeline to

¹ Maximum Operating Pressure, or MOP, a term defined in federal pipeline safety regulations 49CFR§195.2, “means the maximum pressure at which a pipeline or segment of a pipeline may be normally operated under this part.”

² 49CFR§195.2 Definitions.

HVL service.³ While my analysis approach for the proposed 20-inch new pipeline is very similar to that utilized for the original Mariner East Project, there are several important differences addressed in this report. As with most HVL liquids, the fluids to be moved in the Mariner East 2 Expansion Project are pressurized to remain liquid at operating conditions within the pipeline, but upon release would generate heavier than air hydrocarbon vapor clouds that can impact large areas. It is important that the pipeline operator pay special attention to its design, installation, operation, and maintenance practices to assure the pipeline's integrity to keep the fluid within the pipeline. Federal pipeline safety regulations provide minimum levels of safety assurance. Prudent pipeline operators moving HVLs should exceed these basic requirements to assure proper control of their system. This is especially important as the potential to increase the amount of fluid that can be released increases significantly with pipe diameter.

Accufacts finds that Sunoco has incorporated additional processes in excess of minimum federal pipeline safety regulations that should assure the safety of this proposal across the Township. Accufacts' analysis and this report are primarily confined to the segments of the Mariner East 2 Expansion Project that could affect the Township. Certain additional equipment physically outside of the Township was also reviewed, such as the overall control program, mainline valves, metering, and pump stations that could impact the Township in case of a release of HVL.

The discussion and conclusions in this report are based on a careful review and analysis of the technical information provided by Sunoco to Accufacts. Accufacts is under a Nondisclosure Agreement ("NDA") with Sunoco that prevents Accufacts from disclosing certain sensitive information unless it is already in the public domain. While this limitation does not restrict Accufacts' ability to present independent critical observations, the reader should be aware of the obligation to honor the NDA, as Accufacts will not disclose certain sensitive details supporting our observations.

2. Critical differences between the new 20-inch Mariner East 2 Expansion Project and the original 8-inch Mariner East existing pipeline conversion within the Township.

2a) HDD will be the primary installation method for the 20-inch line across the Township.

The Mariner East 2 Expansion Project proposal crosses slightly over a mile of the Township as a new 20-inch pipeline running either mainly under or near the East Boot

³ Accufacts Inc., "Accufacts Report on Mariner East Project Affecting West Goshen Township," March 6, 2015.
Accufacts Inc.

Road across the Township in or in close proximity to the existing 8-inch Mariner East Pipeline right-of-way ("ROW"). Because of the requests to horizontal directional drill ("HDD") certain road crossings, two segments, or over ninety percent of the 20-inch pipeline located within the Township, will be installed utilizing HDD that will be performed in sequence (one HDD downstream of the other). The rest (slightly over two hundred feet of pipeline) between the HDDs will utilize conventional open cut trenching pipe installation. The connecting pipe between the two HDD pulls will incorporate an above ground remotely operated valve at Boot Road within the Township (at Milepost, "MP," approximately MP 344 on the new 20-inch pipeline). Spanning the Township, the nearest upstream/downstream remotely operated valves on the 20-inch will be at the upstream Eagle pump station (~MP 335) and at Middletown Road (~MP 350), respectively. A manual valve is located at approximately MP 341.

HDD entails installing pipe below ground utilizing directional drilling techniques from the surface at two locations spanning a site. HDD involves first directional drilling from the surface a small diameter pilot bore hole and then performing subsequent reaming passes that can be either in one or both directions, that allow the original directional pilot hole to be expanded in diameter via successive reaming passes, expanding the hole diameter depending on the soil conditions. The final directional drill reaming pass must be larger than the pipe to be installed. Pipe is eventually pulled through the final bore with a mixture of mud/bentonite to reduce friction and pulling forces that could possibly damage the pipe or its coating during the final pull. Depending on various parameters, to avoid pipe kinking, etc., the arc of the bore and pipe curvature will place the pipe fairly deep along most of the span, as pipe can only be made to bend or deflect along a limited curve, depending on such factors as pipe diameter, thickness, strength, etc.

HDD technology has been utilized for over forty years with considerable advances in directional drilling for larger pipeline diameters with greater span lengths, as well as bore location guidance, having been especially improved in the last twenty years. The HDD installation of a 20-inch pipeline should not be overly challenging provided the pipeline operator has worked with the Township and other infrastructure agencies such as gas companies that might be near the HDD, to assure there are no other underground structures that might interfere with the HDD, or that might hinder the future safe operation of the pipeline (e.g., via cathodic protection, or CP, stray current interference). One advantage of routing pipeline under roadways is that, if placed at proper depths and suitably evaluated by the pipeline operator, third party surface threat activities that could impact the pipeline are significantly reduced as compared to a more conventional pipeline right-of-way utilizing open cut trenching. Proper depth below grade in this location will also be important to assure protection of the pipe during its operation. Accufacts is well experienced in the various advantages of pipeline installation under roadways in areas of

high population density where conventional pipeline ROWs may be impractical or unwise.

2b) Federal minimum hydrotesting regulations are appropriate for the new 20-inch pipeline.

It has been well known for decades that certain transportation or construction techniques associated with new pipe, can introduce some types of crack anomaly imperfections that can grow to failure with time during operation. Accufacts has reviewed documents provided by Sunoco at our request related to the 20-inch pipe manufacturing, inspection, and transportation quality administration and quality control methods for this pipe. This information has enabled Accufacts to render an opinion that the new 20-inch pipe does not contain crack threat risks associated with transportation induced cracking of new pipe. The pipe also does not contain crack risk associated with more vintage pipe such as older either low frequency (LF-ERW) or early high frequency (HF-ERW) pipe, that can exhibit axial crack rupture failure with time for various reasons. The type of coating utilized on the 20-inch line also essentially eliminates the likelihood of selective seam corrosion that can generate cracking ruptures, if a cathodic protection system required under federal regulation to complement the pipe coating is effective.

Given the lack of crack risks for the new pipe, the minimum federal hydrotest strength test pressure of at least 125 percent of MOP is sufficient to verify the integrity of the 20-inch pipeline for its service.⁴ Sunoco has provided the proposed hydrotest pressure test parameters for the segment crossing the Township, and Accufacts finds this initial “new pipe” service test proposal sufficient and acceptable to appropriately validate the integrity of the pipe segment for its service. Sunoco further exceeds minimum federal pipeline safety regulations by including the maximum and minimum hydrotest parameters, not only as a minimum percentage of MOP, but also as a percent specified minimum yield strength, or % SMYS, range. Percent SMYS is a term defined in federal pipeline safety regulations and is an important integrity management parameter utilized in evaluating pipeline failure mechanics and pipeline fitness for service.

Briefly commenting on inline inspection or ILI “smart pig” tools, Sunoco should be able to run appropriate ILI tools over time that are technically capable of addressing possible corrosion or third party damage potential threats as 20-inch diameter pipe is well suited for such pig tools used to periodically evaluate the integrity of mainline pipe, if prudently managed.

⁴ 49CFR§195.304 Test pressure.
Accufacts Inc.

In addition, a critical inspection related to nondestructive testing (i.e., x-ray, gamma ray, or ultrasonic inspection) of girth welds, the welds joining pipe segments together during construction, is important. Federal minimum liquid transmission pipeline safety regulations require that “During construction, at least 10 percent of the girth welds made by each welder during each welding day must be nondestructively tested over the entire circumference of the weld.”⁵ For various reasons, there have been a series of girth weld failures on new pipelines as well as many older pipelines. Since hydrotesting does not truly test the quality of girth welds, I believe that during pipeline construction, especially for HVL pipelines, a pipeline operator should nondestructively test all girth welds and many pipeline operators do so, and retain certain inspection records for the life of the pipeline. Sunoco will nondestructively test all girth welds on the Mariner East 2 Expansion Project, prudently exceeding federal minimum pipeline safety regulations in this important area.

2c) No pump station for the 20-inch is required nor located within the Township.

Because of pipeline hydraulics associated with the greater pipe diameter, the 20-inch pipeline will not require a pump station within the Township. The last upstream pump station on the 20-inch system is located some miles upstream of the Township and can supply flow to the pipeline’s final destination in the Twin Oaks (Marcus Hook) facility. A new remotely operated emergency flow mainline pipeline shutdown valve operated via the central control room will, however, be installed within the Township just east of US Highway 202 on a portion of the pipeline installed by conventional installation (between the HDDs).

3) Operation of the proposed Mariner East 2 Expansion 20-inch Pipeline affecting the Township.

Components of the pipeline other than the mainline pipe in the Township play an important role in the operation of the HVL pipeline as it could affect the Township. These include: 1) upstream pump stations and mainline pipe beyond the Township, 2) certain mainline valves and their actuation, and 3) to a lesser extent, the elevation profile of the pipeline. Many of the main issues identified below were discussed in detail in Accufacts’ report on the original Mariner East Project.⁶ While I run the risk of repeating myself, the following major issues that were important for the original Mariner East project are just as, if not more, important, for the new 20-inch pipeline:

⁵ 49CFR§195.234 Weld: Nondestructive testing.

⁶ Accufacts Inc., “Accufacts Report on Mariner East Project Affecting West Goshen Township,” March 6, 2015.

3a) Pipeline Mainline Valve Remote Actuation

Given the diameter and capacity of the pipeline, the specific placement of valves and their possible remote actuation is not an exact science. Sunoco is proposing to add one remotely operated 20-inch valve within the Township to segment the pipeline. Accufacts has reviewed the pipeline elevation profile and surge analysis provided by Sunoco that also identified various additional pump stations, and other mainline valve locations along the pipeline outside of the Township and their actuation (remote versus manual). Because of the much greater inventory associated with a larger diameter pipeline that could be released in the event of pipeline failure, it is important that Sunoco's priority focus first on maintaining pipeline integrity of the 20-inch pipeline, while assuring that valve placement and closure does not unduly endanger the mainline from rapid overpressure from surge. Accufacts has reviewed the surge analysis and sensitivity cases for the proposed valve installations and finds them appropriate. From my perspective, mainline valving plays a secondary (though a nevertheless important role) in the 20-inch pipeline's overall safety.

3b) Automatic and Remote Pipeline System Shutdown

Sunoco has indicated that upon certain trigger events, usually indicative of a possible pipeline rupture, the Mariner East 2 Expansion pipeline and pump stations will be automatically shut down, and the stations and segments of the mainline automatically isolated by various remotely operated mainline valves closing using a process similar to that utilized on the original Mariner East project. It is worth noting that not all valves on the mainline system will be remotely operated. A separate system-wide safety approach also covers hydraulic transients such as those that can occur during startup and shutdown, and product changes. The control room operator can also manually initiate an automatic shutdown of the pipeline system.

3c) "Leak Detection" Systems

As discussed in the Accufacts previous report concerning the Mariner East 8-inch pipeline, there are basically two types of pipeline releases: leaks and ruptures. Because of the complexity of hydrocarbons and pipeline operation, it is very difficult to design and install a leak detection system that can remotely identify all forms of pipeline releases. Accufacts advises that pipeline operators first focus on remotely identifying pipeline ruptures, and then attempt to improve on technology to possibly identify the much harder to recognize leaks. It is a significant challenge to reliably identify rupture releases, and technology has not yet been developed to dependably identify pipeline leaks. Regarding "leak detection," it is my understanding that the Mariner East 2 Expansion Project will first incorporate an advanced computer/automatic system that scans and monitors the pipeline and pump stations for certain parameters that are indicative of a possible pipeline rupture, and automatically initiates a full pipeline system

shutdown and isolation, including pump station isolation and remote mainline valve closure, following a special required sequence. Information provided by Sunoco indicates a rational and progressive approach in trying to achieve pipeline rupture release detection with automated shutdown response without excessive false alarms.

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

3d) The Critical Role of the Control Room Operator

While pipeline automation plays an important role in controlling and monitoring certain aspects of a pipeline operation, and can play a timely safety role in automatically shutting down and isolating a pipeline system, the control room operator nonetheless still serves an important function in pipeline operation. The control room operator is responsible for managing various operating parameters, as well as monitoring and responding to various computer signals, including responding to alarms, in their hierarchy of importance. A well designed computer system that initiates certain actions such as automatic shutdown and mainline valve closure can react faster than a human monitoring various aspects of a pipeline system. Such complexity should not override the ability of the control room operator to initiate a shutdown if he feels it is warranted.

It is further worth noting that Accufacts has investigated several liquid pipeline ruptures where a control room operator decision to shut down a pipeline was delayed while supervisory authority was sought to approve such a shutdown, increasing response time. Sunoco has incorporated a procedure that gives the control room operator direct authority to shut down and isolate a pipeline without supervisory approval if a release is suspected. Restart of the pipeline under such circumstances, requires approval that follows a procedure meant to verify a release has not occurred. Accufacts views these procedures as a positive and prudent control room practice.

3e) **The Importance of Emergency Response Plans**

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

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

Under federal pipeline safety regulations, the pipeline operator is required to notify and coordinate with emergency first responders during pipeline emergencies.⁷ The control room should have a list of local emergency contacts, including “other public officials.” Local first responders and these officials should also have company emergency contacts and, for obvious reasons as identified above, the important pipeline control room emergency contact number(s). Because of various changes that may occur in organizations, local official contact numbers can be frustratingly difficult to keep current, but the control room contact number should usually never change. Federal pipeline safety regulations place the responsibility to keep emergency contacts with Township officials squarely on the pipeline operator for very good reasons.⁸

4) **The Pipeline Operator should keep the Township informed of future ILI assessment results.**

Given the HDD installation and location of the 20-inch under/along the East Boot Road right-of-way within the Township, Accufacts would advise that the pipeline operator keep the Township informed of future ILI smart pig run results within the Township. The ILI

⁷ 49CFR§195.402 Procedural manual for operations, maintenance, and emergencies.

⁸ 49CFR§195.402(e)(7).

technologies have a high degree of reliability for the general corrosion and possible limited third party damage that might occur in this location. The Township can serve as a proactive agent in assisting the pipeline in avoiding certain threats, such as foreign crossing activities along the pipeline right-of-way that might interfere with the pipeline's safe operation over time, or the safe operation of other infrastructure in these locations that the pipeline might interfere with (such as CP stray current interference).

5) Accufacts' Conclusions

As discussed above, the federal minimum hydrotesting requirements should be appropriate for assuring new pipe integrity for the 20-inch pipeline given that Sunoco protocols are in place to avoid cracking threats as discussed above. Proper communication among parties should also permit the two HDDs for the Mariner 2 East Expansion Project 20-inch pipeline to occur within the Township without endangering existing infrastructure, including the existing 8-inch Mariner East pipeline currently in operation. Accufacts finds that Sunoco exceeds federal girth weld inspection requirements by requiring that all girth welds be 100% radiologically inspected. Such nondestructive inspection during construction provides the gold standard in assessing girth weld integrity as current ILI smart pig technology is not yet capable of reliably assessing girth welds as well as radiological field assessments during construction.

It is also Accufacts' opinion that Sunoco, on the 20-inch Mariner East 2 Expansion pipeline segment that could affect the Township, is exceeding federal pipeline safety regulations in utilizing additional integrity management approaches, prudent pump station design, mainline valve placement and actuation, pipeline monitoring, as well as control room procedures, automatic release detection safety systems, and emergency notification protocols that reflect the level of respect that transporting HVL should require in a prudent pipeline operation. While these efforts cannot guarantee prevention of a release, they reflect a safety attitude that applies up to date steps to avoid a release and respect for the consequences a material release could produce, especially rupture. Accufacts concludes that the Mariner East 2 Expansion Project meets or exceeds the prudent technical approaches commensurate with the safe transportation of HVL.



Richard B. Kuprewicz,
President,
Accufacts Inc.

Accufacts Inc.

R-3

Matthew Lee Gordon

Experience:

Sunoco Logistics, Sinking Spring, PA

October 2012 – Current

Principal Engineer, Project Manager Mariner East Pipeline

Report directly to Senior Director of Capital Projects and the Senior Management Team as required. Manage all aspects of two NGL pipeline construction projects across PA, WV, and OH. Scope includes construction of 50 miles of 12" pipeline, 350 miles of 20" pipeline, 22 pump stations, 9 custody transfer metering sites, LPG storage spheres, and over 90 valve stations. Combined project budget over \$2B.

Phase 1 successfully completed and operating 6 months ahead of contract commitments!

Sunoco Logistics, Sinking Spring, PA

August 2012 – October 2012

Area Manager

Report directly to the Pipeline Operations Director. Manage all aspects of pipeline operations and breakout storage in PA and NY.

Responsibilities include:

- Safety committee chair
- Lead five supervisors, one engineer, and 100 union field personnel to ensure safe, reliable operations and product quality.
- Ensure regulatory compliance and lead audits by PHMSA, DEP, and EPA
- Budget, plan and execute all CAPEX and OPEX in the area
- Plan and budget future capital improvements / upgrades / expansion for reliability and organic growth
- Manage capital projects
- Emergency Response – NIMS 700 level trained I.C.
- Corporate Incident Management Team Incident Commander
- Liaison with customers, government agencies, and the public
- Motivate and develop staff
- Settle labor disputes, represent the company for labor related hearings and arbitrations
- Due diligence team member for new acquisitions

Sunoco Logistics, Philadelphia, PA

January 2010 – July 2012

Operations Manager

Reported directly to and served as the Area Manager. Managed all aspects of four pipeline breakout storage facilities and two marine terminals.

Responsibilities included:

- Safety committee chairperson

SPLP-000428

- Lead two operations supervisors and 100 union personnel
- Budget, plan and execute all OPEX
- Ensure safe, reliable operations and product quality
- Ensure regulatory compliance and lead audits by USCG, PHMSA, DEP, EPA, and FDA
- Emergency Response – NIMS 700 level trained I.C.
- (2) six month temporary assignments as the Area Manager for NJ & SE PA assets leading four supervisors, two engineers and forty-four new union employees in addition to the 102 employees in the ops manager organization.

- Led the integration of a \$100,000,000 marine terminal acquisition into the company
 - ✓ Hired and trained twelve union operators, a ten person security team, two technicians, and two supervisors and a new marine and rail scheduler
 - ✓ Assisted in business development and negotiation of new terminal customers
 - ✓ Authored a terminal operations manual
 - ✓ Developed a facility specific regulatory compliance guidebook
 - ✓ Developed the facility security plan and gained approval by the USCG Captain of the Port
 - ✓ Oversaw the training, implementation and adherence to all company policies, procedures and standards
 - ✓ Developed inventory control procedures
 - ✓ Authored site specific SOX policy and procedures
- Plan and budgeted future capital improvements / upgrades / expansion for organic growth and reliability
- Managed small capital projects
- Scheduling and inventory accounting oversight for dock, tank farm and pipeline assets
- Root cause analysis team leadership for post incident investigation
- Author, edit, implement and audit SOX guidelines for all terminal facilities
- Facility Security Officer in charge of all security staff and compliance at three MARSEC facilities
- Liaison with customers, government agencies, and the public
- Motivate and develop staff
- Supervise waste water treatment plant operations and compliance
- Supervise boiler plant operations and compliance
- Settle labor disputes, represent the company for labor related hearings and arbitrations

Sunoco Pipeline LP, Sinking Spring, PA
Technical Supervisor

July 2007 - January 2010

Report directly to Area Manager.
Responsibilities included:

- Safety committee member
- Supervise union pipeline mechanics and electricians in PA and NY
- Mech & Elec preventative maintenance for pipeline and terminals

- Supervise annual calibrations, testing, qualifications and documentation. Audit records for accuracy and content
- Federal/State/Local compliance and audit team member Subject matter expert for annual calibrations and testing
- Budgetary management OPEX and CAPEX
- Small capital project management
- Hot work supervision and welding inspection
- Supervise work in accordance with company policies and government regulations
- Maintain OQ compliance of employees and contractors
- MP2 Program Administrator (CMMS Database)
- SKF Vibration Program Administrator
- Hydro-testing supervisor
- Area FMCSA compliance coordinator
- Emergency Responder

Sunoco Pipeline LP, Sinking Spring, PA
Pipeline Field Engineer

January 2006 - July 2007

Report directly to the Area Manager.
Responsibilities included:

- Safety committee
- DOT 195 compliance audit team member. Filed and prepared all records for Federal audits.
- ROW maintenance contract execution
- Small capital projects
- Managed local pipeline relocation projects (bore and trench)
- Area FMCSA compliance coordinator
- Area painting contract execution
- Budgetary management (CAPEX and OPEX)
- Assist hot work supervision
- Fabrication design for piping modifications

SFS intec, Inc., Wyomissing, PA
Product Engineer

June 2004 – January 2006

Report directly to Product Group Manager.
Responsibilities included:

- Sales of proprietary structural timber fasteners
- Design of structural timber connections
- Inventory management – Developed forecast and scheduled production runs
- Code research for product code approvals
- Code approval testing coordination and implementation
- Business plan development and implementation
- Customer relations and direct sales
- Market research
- Project startup/training

SFS intec, Inc., Wyomissing, PA
Product Design Engineer

August 2003 - June 2004

Reported to the Engineering Manager.
Responsibilities included:

- New product development
- Corrosion testing
- Destruction testing
- Roof top pull testing
- Wind uplift testing
- Product specification development and maintenance
- Customer technical support
- ISO Procedural development

PKF-Mark III Construction, Newtown, PA
Site Engineer in Training

August 1999 – December 1999

Harriman Contracting, Durham, NC
Skilled Labor

June 2001 – September 2001

PKF- Mark III Construction, Newtown, PA
Skilled Labor

August 1998 – August 1999

Education:

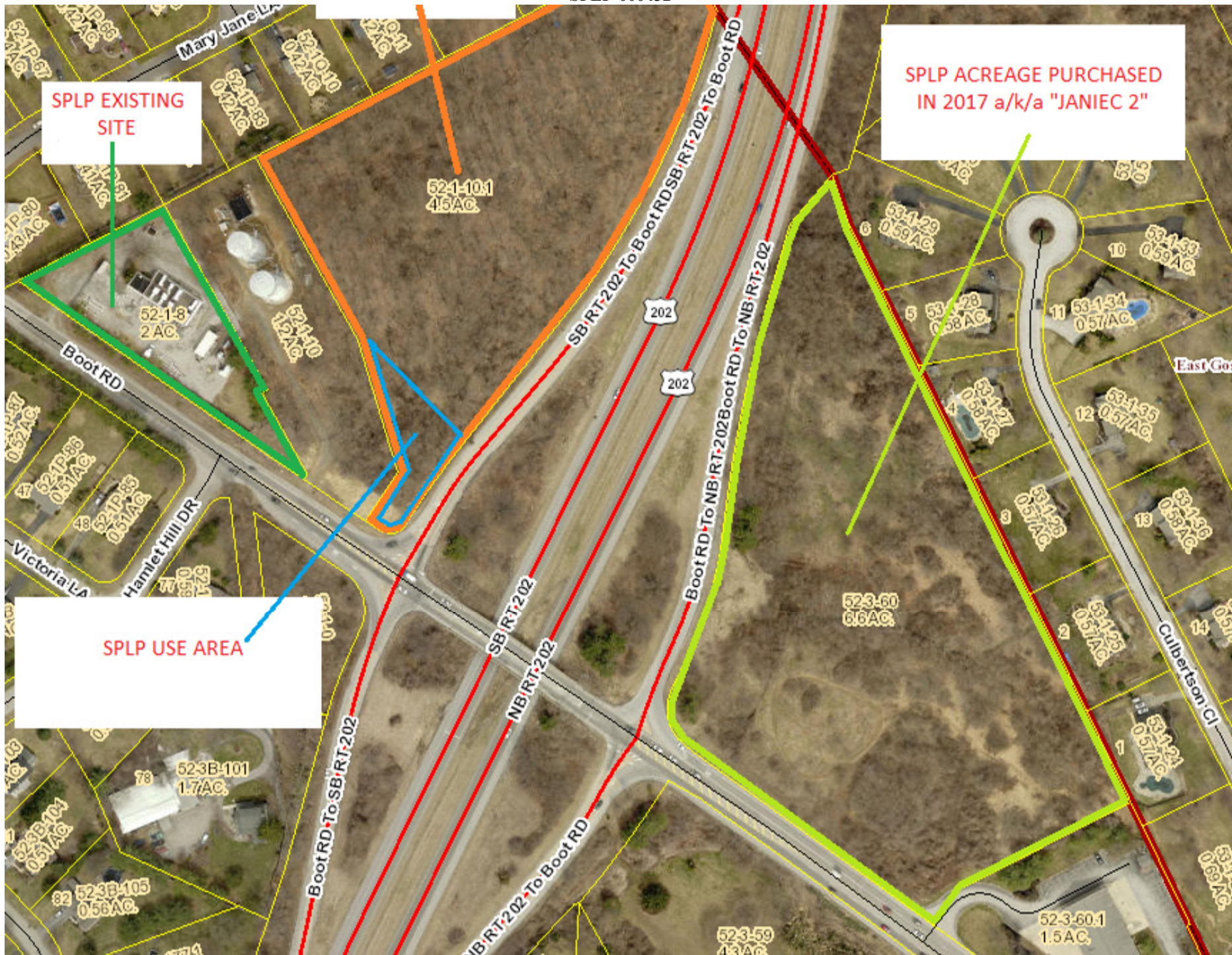
North Carolina State University, Raleigh, NC
Bachelor of Science Degree in Mechanical Engineering

Lane Community College, Eugene, OR
Associate of Arts Degree

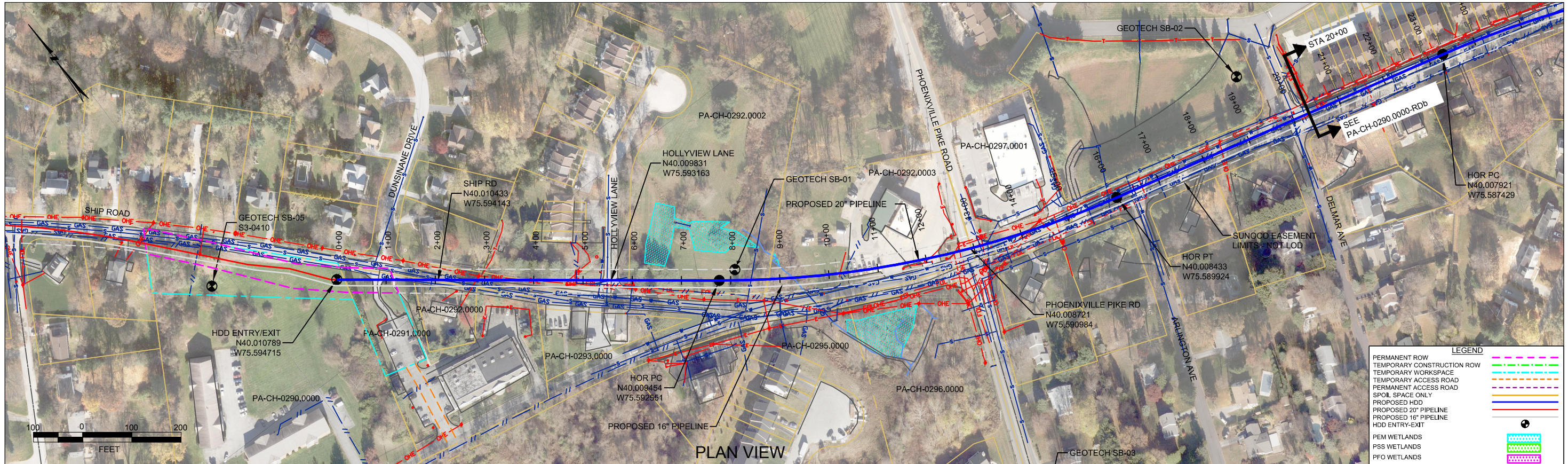
Technical Background: Hardware: Laser Alignment, Vibration Transducers, Multimeter, IQ1000, Multilin, Thermal Imaging, Dillon Tensile Tester, GSE Torque Transducer, Kesternich Chamber, Salt Spray Chamber, Thermotron, Ground Field Resistance Meter, Nielsen Line Locator, Honeywell, Enraf, Emerson, Varec, pumps, valves, motors, transformers, boilers, wastewater treatment, HMI

 Software: AutoCAD R-14, AutoCAD 2000, Solid Works, MS Windows, MS Excel, MS Word, MS Power Point, Linux, Internet Explorer, Netscape, Lotus, AS400, Citrix, Adobe, MS Access, Mapics, MP2, SKF, Pipeline Studio, Pipeline Toolbox, Query Analyzer, Entis, TDC, DSS, Toptech, Synthesis, T4, C*Cure, SAP

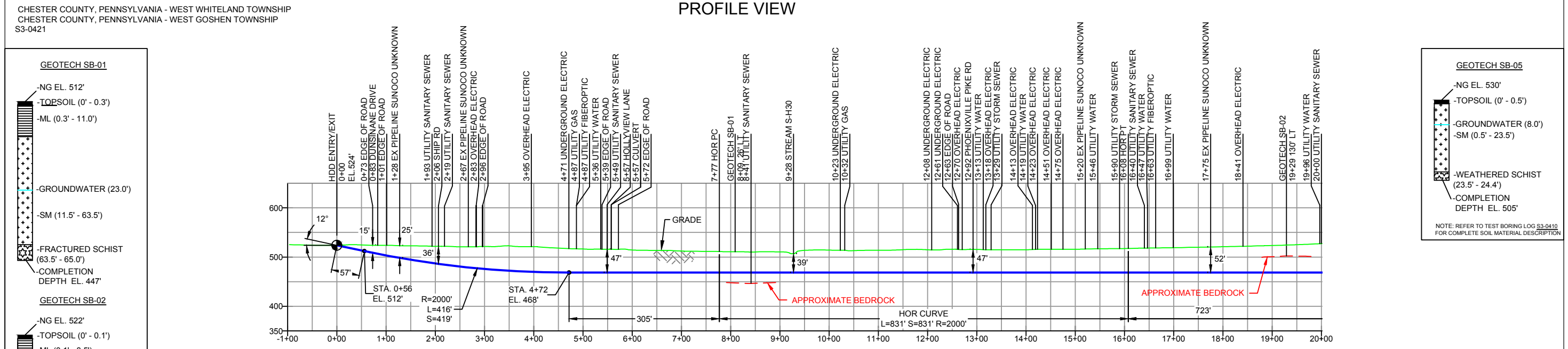
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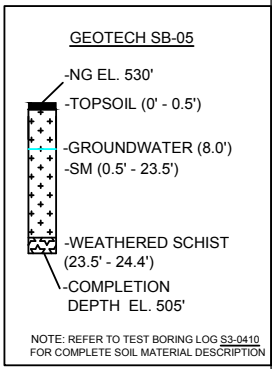
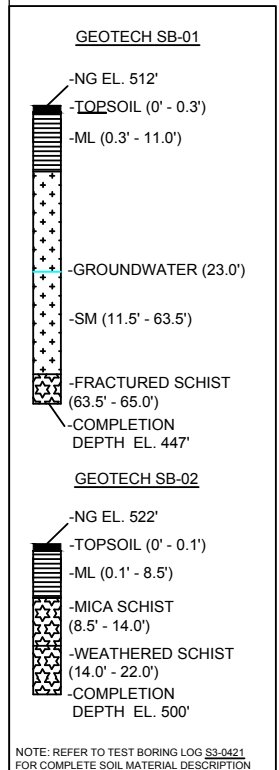


PLAN VIEW



PROFILE VIEW

CHESTER COUNTY, PENNSYLVANIA - WEST WHITELAND TOWNSHIP
 CHESTER COUNTY, PENNSYLVANIA - WEST GOSHEN TOWNSHIP
 S3-0421



- DESIGN AND CONSTRUCTION:
- CONTRACTOR SHALL FIELD VERIFY DEPTH OF ALL EXISTING UTILITIES SHOWN OR NOT SHOWN ON THIS DRAWING.
 - THE MINIMUM SEPARATION DISTANCE FROM EXISTING SUBSURFACE UTILITIES SHALL NOT BE LESS THAN 10 FEET AS MEASURED FROM THE OUTSIDE EDGE OF THE UTILITY TO OUTSIDE OF PROPOSED PIPELINE.
 - DESIGNED IN ACCORDANCE WITH CFR 49 195 & ASME B31.4
 - CROSSING PIPE SPECIFICATION:
 HDD HORZ. LENGTH (L)=4339'
 HDD PIPE LENGTH (S)=4347'
 20" x 0.456" W.T., X-65, API5L, PSL2, ERW, BFW
 COATING: 14-16 MILS FBE WITH 30-35 MIL ARO (POWERCRETE OR ENGINEER APPROVED EQUAL)
 - INTERNAL DESIGN PRESSURE 1480 PSIG (SEAM FACTOR 1.0, DESIGN FACTOR 0.50).
 - INSTALLATION METHOD: HORIZONTAL DIRECTIONAL DRILL (HDD).
 - PIPELINE WARNING MARKERS SHALL BE INSTALLED ON BOTH SIDES OF ALL ROAD, RAILWAY, AND STREAM CROSSINGS.
 - CARRIER PIPE NOT ENCASED.
 - PIPE / AMBIENT TEMPERATURE MUST BE NO LESS THAN 30°F DURING PULLBACK WITHOUT PRIOR WRITTEN APPROVAL FROM THE ENGINEER.
 - CONDUCT 4-HOUR PRE-INSTALLATION HYDROTEST OF HDD PIPE STRING TO MINIMUM 1850 PSIG.
 - SEE SUNOCO PENNSYLVANIA PIPELINE PROJECT ESRI WEBMAP FOR ACCESS ROAD ALIGNMENT.

NOTES

- ALL COORDINATES SHOWN ARE IN LATITUDE AND LONGITUDE. ALL MSL ELEVATIONS ARE NAD83
- STATIONING IS BASED ON HORIZONTAL DISTANCES.
- ROONEY ENGINEERING, INC. AND SUNOCO PIPELINE, LP ARE NOT RESPONSIBLE FOR LOCATION OF FOREIGN UTILITIES SHOWN IN PLOT PLAN OR PROFILE. THE INFORMATION SHOWN HEREON IS FURNISHED WITHOUT LIABILITY ON THE PART OF ROONEY ENGINEERING, INC. AND SUNOCO PIPELINE, LP, FOR ANY DAMAGES RESULTING FROM ERRORS OR OMISSIONS THEREIN.
- CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UTILITIES. CONTACT ONE CALL AT 811 PRIOR TO DIGGING.
- SUNOCO EMERGENCY HOTLINE NUMBER IS 1-800-786-7440.

REVISIONS

NO.	DESCRIPTION	BY	DATE	CHK	DATE	APP	DATE
6	DESIGN CHANGE - RELOCATED DRILL ENTRY / EXIT RFI #0221	MRS	05/17/17	RMB	05/17/17	AMC	05/17/17
5	DRILL ENTRY / EXIT LAT LONG UPDATE	MRS	03/31/17	RMB	03/31/17	AMC	03/31/17
4	REVISED PROFILE WITH 2017 LIDAR	MRS	02/10/17	RMB	02/10/17	AMC	02/10/17
3	REVISED PER ENGINEERING COMMENTS	MRS	08/12/16	RMB	08/12/16	AAW	08/12/16
2	ADDED DIMENSIONS	DLM	04/08/16	RMB	04/08/16	AAW	04/08/16
1	REVISED PER COMMENTS FROM REI REVIEW	MRS	03/03/16	RMB	03/03/16	AAW	03/03/16

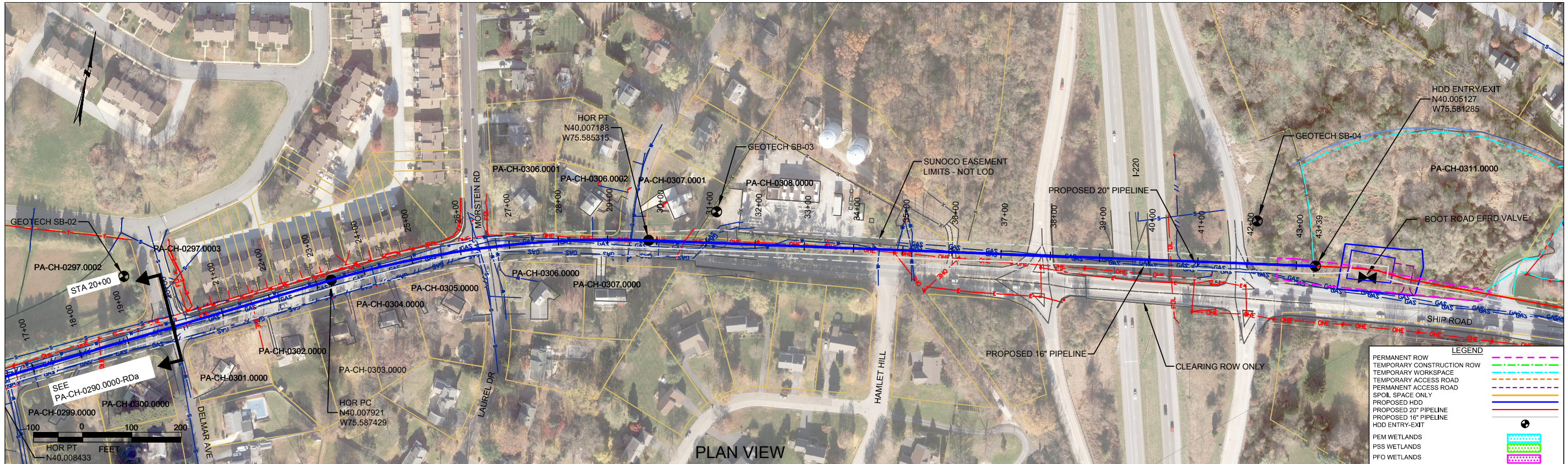
Sunoco Logistics Partners L.P.

TETRA TECH ROONEY
 (303) 792-5911

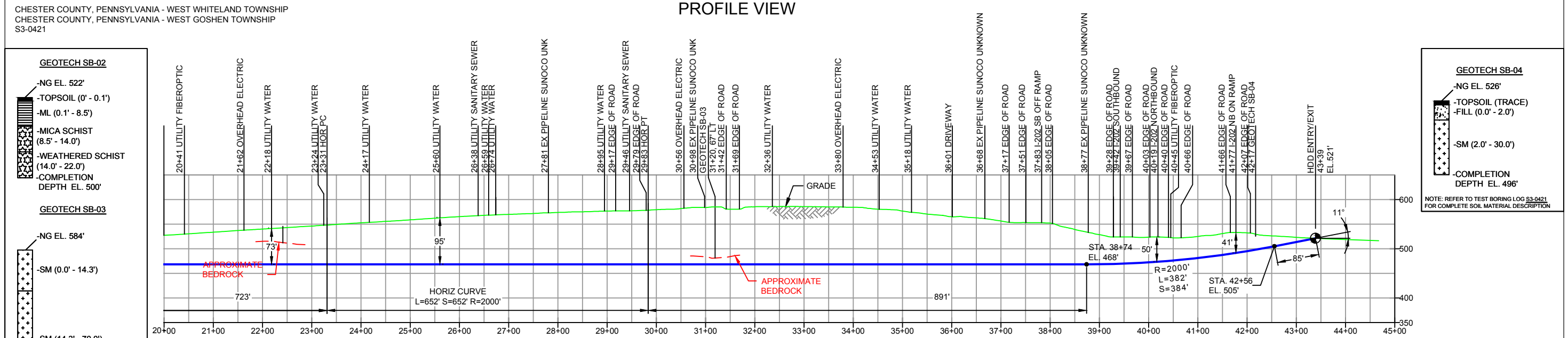
SUNOCO PIPELINE, L.P.

HORIZONTAL DIRECTIONAL DRILL
 PHOENIXVILLE PIKE ROAD
 PENNSYLVANIA PIPELINE PROJECT

SCALE: 1"=200'
 DWG. NUMBER: PA-CH-0311.0000-RDA



PLAN VIEW



PROFILE VIEW

GEOTECH SB-02

- NG EL. 522'
- TOPSOIL (0' - 0.1')
- ML (0.1' - 8.5')
- MICA SCHIST (8.5' - 14.0')
- WEATHERED SCHIST (14.0' - 22.0')
- COMPLETION DEPTH EL. 500'

GEOTECH SB-03

- NG EL. 584'
- SM (0.0' - 14.3')
- SM (14.3' - 70.0')
- GROUNDWATER (68.0')
- COMPLETION DEPTH EL. 514'

NOTE: REFER TO TEST BORING LOG S3-0421 FOR COMPLETE SOIL MATERIAL DESCRIPTION

GEOTECH SB-04

- NG EL. 526'
- TOPSOIL (TRACE)
- FILL (0.0' - 2.0')
- SM (2.0' - 30.0')
- COMPLETION DEPTH EL. 496'

NOTE: REFER TO TEST BORING LOG S3-0421 FOR COMPLETE SOIL MATERIAL DESCRIPTION

- DESIGN AND CONSTRUCTION:
- CONTRACTOR SHALL FIELD VERIFY DEPTH OF ALL EXISTING UTILITIES SHOWN OR NOT SHOWN ON THIS DRAWING.
 - THE MINIMUM SEPARATION DISTANCE FROM EXISTING SUBSURFACE UTILITIES SHALL NOT BE LESS THAN 10 FEET AS MEASURED FROM THE OUTSIDE EDGE OF THE UTILITY TO OUTSIDE OF PROPOSED PIPELINE.
 - DESIGNED IN ACCORDANCE WITH CFR 49 195 & ASME B31.4
 - CROSSING PIPE SPECIFICATION:
HDD HORZ. LENGTH (L)=4339'
HDD PIPE LENGTH (S)=4347'
20" x 0.456" W.T., X-65, API5L, PSL2, ERW, BFW
COATING: 14-16 MILS FBE WITH 30-35 MIL ARO (POWERCRETE OR ENGINEER APPROVED EQUAL)
 - INTERNAL DESIGN PRESSURE 1480 PSIG (SEAM FACTOR 1.0, DESIGN FACTOR 0.50).
 - INSTALLATION METHOD: HORIZONTAL DIRECTIONAL DRILL (HDD).
 - PIPELINE WARNING MARKERS SHALL BE INSTALLED ON BOTH SIDES OF ALL ROAD, RAILWAY, AND STREAM CROSSINGS.
 - CARRIER PIPE NOT ENCASED.
 - PIPE / AMBIENT TEMPERATURE MUST BE NO LESS THAN 30°F DURING PULLBACK WITHOUT PRIOR WRITTEN APPROVAL FROM THE ENGINEER.
 - CONDUCT 4-HOUR PRE-INSTALLATION HYDROTEST OF HDD PIPE STRING TO MINIMUM 1850 PSIG.
 - SEE SUNOCO PENNSYLVANIA PIPELINE PROJECT ESRI WEBMAP FOR ACCESS ROAD ALIGNMENT.

NOTES

- ALL COORDINATES SHOWN ARE IN LATITUDE AND LONGITUDE. ALL MSL ELEVATIONS ARE NAD83
- STATIONING IS BASED ON HORIZONTAL DISTANCES.
- ROONEY ENGINEERING, INC. AND SUNOCO PIPELINE, LP ARE NOT RESPONSIBLE FOR LOCATION OF FOREIGN UTILITIES SHOWN IN PLOT PLAN OR PROFILE. THE INFORMATION SHOWN HEREON IS FURNISHED WITHOUT LIABILITY ON THE PART OF ROONEY ENGINEERING, INC. AND SUNOCO PIPELINE, LP, FOR ANY DAMAGES RESULTING FROM ERRORS OR OMISSIONS THEREIN.
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REVISIONS

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2	MLV NAME UPDATE	DLM	04/07/16	RMB	04/07/16	AAW	04/07/16
1	REVISED PER COMMENTS FROM REI REVIEW	MRS	03/03/16	RMB	03/03/16	AAW	03/03/16

Sunoco Logistics Partners L.P.

TETRA TECH ROONEY
(303) 792-5911

SUNOCO PIPELINE, L.P.

HORIZONTAL DIRECTIONAL DRILL
PHOENIXVILLE PIKE ROAD
PENNSYLVANIA PIPELINE PROJECT

SCALE: 1"=200' DWG. NUMBER: PA-CH-0311.0000-RDB

R-6

**WEST GOSHEN TOWNSHIP
BOARD OF SUPERVISORS MEETING
JANUARY 13, 2016**

Township Supervisors:

Mr. Raymond H. Halvorsen, Chairman
Mr. Edward G. Meakim, Jr., Vice-Chairman
Mr. Philip J. Corvo, Jr., Member
Mr. Christopher Pielli, Esq., Member
Mr. Hugh J. Purnell, Jr., Member

Township Officials:

Mr. Casey LaLonde, Township Manager
Mr. Richard J. Craig, Township Engineer
Mr. William E. Webb, Zoning Officer
Ms. Kristin Camp, Township Solicitor

A regular meeting of the Board of Supervisors of West Goshen Township was called to order by Chairman Raymond Halvorsen at 7:00 p.m. on Wednesday, January 13, 2016 at the West Goshen Township Administration Building. Mr. Halvorsen opened the meeting with the Pledge of Allegiance to the Flag.

Mr. Halvorsen called for public comment on any topic not on the agenda. There was no public comment.

Mr. Halvorsen announced that the Board of Supervisors met in Executive Session on January 11th to discuss personnel and met on January 13th to discuss litigation.

Chief Joseph Gleason gave the Police Report for the month of December 2015.

Ms. Andrea Testa, Fire Marshal, gave the Fire Marshal Report for the month of December 2015. Ms. Testa also gave the report for Good Fellowship Ambulance Company and the Goshen Fire Company.

Mr. John Beswick gave the Building Inspection Activity Report for December 2015.

Mr. Halvorsen announced that in calendar year 2015, the Township reported approximately 7,600 tons of trash disposed of and recycling collections of approximately 2,230 tons.

Mr. LaLonde announced the following Board of Supervisor liaison appointments to the various Township Departments. Mr. Halvorsen to Administration; Mr. Pielli to the Township Planning Commission; Mr. Meakim to the Park & Recreation Board; Mr. Purnell to the Police Department and Mr. Corvo to the Sewer Authority.

Mr. LaLonde also announced that the annual curbside Christmas tree collection would be scheduled for Saturday, January 16th.

Mr. Webb announced that the 104 Lynn Circle Zoning Hearing Board variance request was denied regarding installation of an outdoor hockey rink; he announced that the ongoing 834 Orchard Avenue situation has resulted in the house having all utilities disconnected from the property and that the property is condemned. Mr. Webb stated that he would be working with Ms. Camp and providing some options to the Board of Supervisors at an upcoming Board meeting.

On a motion by Mr. Meakim, seconded by Mr. Purnell, the Board unanimously approved the Board of Supervisors meeting minutes of December 9, 2015 and January 4, 2016.

On a motion by Mr. Meakim, seconded by Mr. Purnell, the Board unanimously approved the Treasurer's Report dated December 31, 2015, for the General Fund, the Sewer Revenue Fund, the Waste and Recycling Fund, and the Capital Reserve Fund, and the bills to be paid from these funds.

A discussion of the Final Land Development for a 43,671 square foot, 114 unit independent living facility for Traditions Development of Boot Road between State Route 202 and Greenhill Road ensued. The project was scheduled for approval at this meeting. Mr. Bob Hall, President of Goshen Fire Company, stated that he understood Sunoco Logistics had approached Traditions about possibly using their property in the construction phase of the Mariner II pipeline project. Mr. Hall requested that the Board of Supervisors delay their vote until the Township could investigate the impacts of the Mariner II project on emergency access for the Goshen Fire Company substation located adjacent to the Traditions property. Mr. John Jaros, representing Traditions, stated

Board of Supervisors Meeting
January 14, 2015
Page 2

that he was still requesting Final approval this evening, as the project has met all Township conditions for approval.

Mr. Ted Murphy, 852 Spruce Avenue, agreed with Mr. Hall's recommendation to postpone the approval until the Mariner II pipeline project impact could be fully determined by Township staff.

Ms. Camp suggested she and Mr. LaLonde reach out to Sunoco Logistics to get a better understanding of the project's impact on emergency access to the Goshen Fire Company substation.

Mr. Jaros, in consultation with his client, agreed to the delay to January 27, 2016.

With the consent of the applicant, Traditions Development Corporation, the Final Land Development approval was tabled to January 27, 2016 and will be the first item on the meeting agenda.

On a motion by Mr. Purnell, seconded by Mr. Meakim, the Board voted unanimously to approve the Final Land Development Plan for four residential lots for Thomas Gavin at 415 Goshen Road.

Judge Gavin thanked the Board of Supervisors.

Mr. Halvorsen introduced Resolution 4-2016, adopting the Chester County Multi-Jurisdictional Hazard Mitigation Plan. Mr. Halvorsen explained that this is a Chester County-wide hazard plan that includes generalized hazard information for West Goshen Township and all other Chester County municipalities and that Chester County requires all municipalities to adopt the Plan.

On a motion by Mr. Purnell, seconded by Mr. Meakim, the Board approved Resolution 4-2016 unanimously.

Ms. Camp and Mr. Halvorsen reintroduced the Act 209 Traffic Impact Fee enactment process. The process would require the Township appointing a Committee consisting of members of the Township's Planning Commission, as well as members of the public who had credentials such as realtor, traffic engineer or those in the building trades. It is required that forty percent (40%) of the Committee's members have those specific credentials. Ms. Camp explained that the Committee would be appointed and meet with a traffic engineer specified by the Township and establish specific geographic areas to conduct an additional study on proposed traffic impacts and possible improvements. Ms. Camp stated that once the Committee has established the specific geographic study areas, a Resolution could be then adopted by the Board of Supervisors naming the Committee members and the geographic study area(s). This would be the first step in the Act 209 process that can take anywhere from nine (9) months to a maximum of eighteen (18) months.

Mr. Pielli stated that this Act 209 process would be critical to addressing the pressing traffic issues in the Township.

On a motion by Mr. Purnell, seconded by Mr. Pielli, the Board unanimously voted to begin the Act 209 process.

On a motion by Mr. Meakim, seconded by Mr. Purnell, the Board unanimously voted to appoint Patrick McKenna of Gawthrop Greenwood to represent the Township at the proceedings of the West Chester University Conditional Use Hearings for 101 Norfolk Avenue and 30 West Rosedale Avenue and before East Bradford Township in regards to the Toll Bros. plan to develop the Tigue farm at the intersection of South New Street and Tigue Road.

Ms. Margie Swart, 1519 Links Drive, stated that she had concerns about several items. She stated that she was concerned as to why the Board only held one meeting per month; She requested that all future Board agendas contain and old business and new business items; She asked if Columbus Day was a new Township holiday for 2016. Mr. LaLonde stated that Columbus Day was omitted from the 2015 Board reorganization meeting agenda

Board of Supervisors Meeting
January 14, 2015
Page 3

in error, but the Board approved Columbus Day as a holiday in 2015 and had always historically been an official holiday.

Ms. Swart stated asked that a five-year financial plan be produced. She inquired as to why the Assistant Township Manager's salary was not approved by Resolution. She inquired if the budgeted \$2,000,000 transfer from General Fund to Capital Reserve fund was approved by Resolution. Mr. LaLonde responded that the transfer was approved as part of the overall 2016 budget process by the Board.

Ms. Swart inquired as to why the Township Treasurer was not sworn in on an annual basis. Mr. LaLonde stated that the Treasurer does not have to be sworn in on a yearly basis, but is appointed on a yearly basis by the Board of Supervisors.

There being no further business, on motion by Mr. Purnell, seconded by Mr. Meakim, the meeting was adjourned at 8:25 p.m. and moved into the two Conditional Use Hearings for the evening.

**Board of Supervisors Conditional Use Hearing #2 – 2015
Continued from December 9, 2015**

Conditional Use Hearing for 101 Norfolk Avenue for West Chester University
The Hearing opened at 8:33 p.m. and closed at 8:34 p.m. On a motion by Mr. Purnell, seconded by Mr. Meakim, the Board unanimously approved continuing the Hearing to January 27, 2016.

SEE OFFICIAL TRANSCRIPT

Board of Supervisors Conditional Use Hearing #1 – 2016

Conditional Use Hearing for 1210 West Chester Pike for Frank Iacobucci

The Hearing opened at 8:35 p.m. and closed at 9:55 p.m.

SEE OFFICIAL TRANSCRIPT

Respectfully submitted,

Casey LaLonde
Township Secretary

R-7

**WEST GOSHEN TOWNSHIP
BOARD OF SUPERVISORS MEETING
JANUARY 27, 2016**

Township Supervisors:

Mr. Raymond H. Halvorsen, Chairman
Mr. Edward G. Meakim, Jr., Vice-Chairman
Mr. Philip J. Corvo, Member
Mr. Christopher Pielli, Esq., Member
Mr. Hugh J. Purnell, Jr., Member

Township Officials:

Mr. Casey LaLonde, Township Manager
Mr. Richard J. Craig, Township Engineer
Mr. William E. Webb, Zoning Officer
Ms. Kristin Camp, Township Solicitor

A special meeting of the Board of Supervisors of West Goshen Township was called to order by Chairman Raymond H. Halvorsen, at 7:02 p.m. on Wednesday, January 27, 2016 at the West Goshen Township Administration Building. Mr. Halvorsen opened the meeting with the Pledge of Allegiance to the Flag.

Mr. Halvorsen announced that the Pennsylvania Department of Environmental Protection Act 101 Recycling grant was awarded to West Goshen Township in the amount of \$64,003. Mr. Halvorsen thanked the Township's residents of their continuing recycling efforts.

On a motion by Mr. Purnell, seconded by Mr. Meakim, the Board unanimously approved the bills to be paid from the General Fund, Sewer Fund, Waste & Recycling Fund and the Capital Reserve Fund for the period January 1, 2016 through January 21, 2016.

Ms. Margie Swart, 1519 Links Drive stated that she would like to have the Board meeting minutes of November 11, 2016 and December 9, 2016 amended to more clearly reflect what she said during those meetings. Ms. Camp stated that those meeting minutes have already previously been approved by the Board and that unless the Board agreed, no amendments would be made. Ms. Camp stated that meeting minutes under the Pennsylvania Sunshine Act need to contain: the date and time of the meeting; official actions of the Board; etc., and are not intended to be a stenographic record of the meeting and that the meeting minutes comply with the Sunshine Act. Ms. Swart handed Ms. Camp her requested amendments.

On a motion by Mr. Meakim, seconded by Mr. Purnell, the Board voted unanimously to approve the Final Land Development for a 43,671 square foot, 114 unit independent living facility for Traditions Development Corporation on Boot Road between State Route 202 and Greenhill Road continued from the January 13, 2016 Board of Supervisors meeting. M. Halvorsen thanked the Traditions representatives for their patience stemming from the tabling of the approval from the January 13, 2016 meeting. Mr. Bob Hall, President of Goshen Fire Company, thanked the Board of Supervisors for delaying the vote to tonight in order to conduct their due diligence regarding the interaction of the Sunoco Mariner II project regarding the fire company property and the Traditions property.

On a motion by Mr. Pielli, seconded by Mr. Purnell, the Board unanimously approved appointment of the following Township residents to the Act 209 Traffic Impact Fee Committee. Ms. Camp stated that forty percent (40%) of the appointees, per Act 209, must be in professional fields related to real estate, architecture, traffic engineering, etc. Mr. Halvorsen stated that four of the appointees (as noted below) are in the required professional fields and qualify for the Committee:

Ms. Julie Potts - Township Planning Commission Member
Vito Genua - Township Planning Commission Member and traffic engineering professional
Carrie Martin - Township Planning Commission Member
Bob Holland - Township Planning Commission Member
Geoff Wilkinson - Realtor
Dan Dixon - Realtor
Ted Newell - Architect

Board of Supervisors Meeting
January 27, 2016
Page 2

On a motion by Mr. Meakim, seconded by Mr. Pielli, the Board unanimously adjourned the meeting at 7:20 p.m. and moved into the Conditional Use Hearings scheduled for the evening.

Ms. Camp reopened Board of Supervisors Conditional Use Hearing #3 – 2015, Conditional Use Hearing for 30 West Rosedale Avenue for West Chester University, continued from January 13, 2016 at 7:23 p.m. and was closed at 7:25 p.m. and on a motion by Mr. Purnell, seconded by Mr. Pielli, the Board unanimously voted to continue the Hearing to 7:00 p.m. March 30, 2016.

SEE OFFICIAL TRANSCRIPT

Ms. Camp reopened Board of Supervisors Conditional Use Hearing #2 – 2015, Conditional Use Hearing for 101 Norfolk Avenue for West Chester University, continued from January 13 at 7:25 p.m., was closed at 7:38 pm. and on a motion by Mr. Purnell, seconded by Mr. Meakim, the Board unanimously voted to continue the Hearing to 7:00 p.m. March 30, 2016.

SEE OFFICIAL TRANSCRIPT

Respectfully submitted,

Casey LaLonde
Township Secretary

R-8



February 13, 2017

CERTIFIED MAIL NO. 7015 1520 0002 1486 2620

Mr. Matthew L. Gordon
Sunoco Pipeline, L.P.
535 Fritztown Road
Sinking Spring, PA 19608

Re: Erosion and Sediment Control (E&S) Permit
PA Pipeline Project/Mariner East 2
E&S Permit No. ESG 01 000 15 001
Chester and Delaware Counties

Dear Mr. Gordon:

In compliance with the provisions of the Pennsylvania Clean Streams Law, as amended, 35 P.S. Sections 691.1 et seq., the Department of Environmental Protection (DEP) hereby approves your application for an Erosion and Sediment Control Permit (E&S Permit) for the PA Pipeline Project/Mariner East 2 project. Your permit is enclosed. DEP has made a determination that the earth disturbances proposed in your Notice of Intent (NOI) for coverage under the ESCGP-2 general permit are most appropriately addressed through an individual permit and has therefore treated your NOI submission as an application for an individual permit.

The permit is effective on February 13, 2017, and will expire on February 12, 2022. You must comply with all conditions of the permit in accordance with Sections 402 and 611 of The Clean Streams Law (35 P.S. Sections 691.402 and 691.611).

Please be advised that you are not authorized to commence construction that will result in earth disturbances until a pre-construction meeting is held in accordance with Part C VI of the permit and 25 Pa. Code Section 102.5(e). The purpose of this meeting is to review all aspects of the E&S Permit with the permittee, co-permittees, operators, consultants, DEP inspectors, and licensed professionals or their designees who will be responsible for the implementation of the critical stages of the approved post-construction stormwater management (PCSM)/restoration plan.

In addition to the E&S Permit authorization, the permittee and any subsequent co-permittees have additional responsibilities related to this authorization. E&S Permit requirements and state regulations require that operators who are not the permittee shall be a co-permittee. Please be advised that once an operator/contractor has been selected for the project, the E&S

Mr. Matthew L. Gordon

- 2 -

February 13, 2017

Permit must either be transferred to the operator/contractor or the operator/contractor must be made a co-permittee and enter into an agreement with the permittee. Please use the enclosed Transferee/Co-Permittee Application form to transfer the permit or to add a co-permittee. This form must be received by DEP at least 30 days prior to the co-permittee/transferee action taking place.

As part of the operation and maintenance of best management practices (BMPs), the permittee or co-permittee(s) must conduct inspections of the BMPs on a weekly basis, at a minimum, and after each measurable storm event to include the repair or replacement of BMPs to ensure effective and efficient operation (see Part A III.C of the permit). The Visual Site Inspection Report Form is enclosed and must be used to document these required site inspections.

For any property containing a PCSM BMP, the permittee or co-permittee shall record an instrument with the recorder of deeds which will assure disclosure of the PCSM BMP and the related obligations in the ordinary course of a title search of the subject property. The recorded instrument must identify the PCSM BMP, provide for necessary access related to long-term operation and maintenance for PCSM BMPs and provide notice that the responsibility for long-term operations and maintenance of the PCSM BMP is a covenant that runs with the land that is binding upon and enforceable by subsequent grantees. Unless a later date is approved by DEP in writing, the permittee shall record an instrument as required under 25 Pa. Code Section 102.8(m)(2) and Part C XII of the permit within 45 days from the date of issuance of this permit. The permittee shall provide DEP and the conservation district with the date and place of recording along with a reference to the docket, deed book or other record, within 90 days from the date of issuance of this permit or authorization.

The Notice of Termination (NOT) form is also enclosed and must be completed and filed when construction activities have ceased and final stabilization has been achieved as a condition of this E&S Permit as specified in Part B I.B of the permit. The NOT is an E&S Permit requirement, as well as a regulatory requirement under 25 Pa. Code Chapter 102 Section 102.7. The NOT must identify the responsible person(s) for the long-term operation and maintenance of the PCSM BMPs. Please be advised that the permittee and any co-permittees remain responsible for all operational maintenance for this project site until the NOT has been filed and acknowledged by DEP or the conservation district.

Any person aggrieved by this action may appeal, pursuant to Section 4 of the Environmental Hearing Board Act, 35 P.S. Section 7514, and the Administrative Agency Law, 2 Pa.C.S. Chapter 5A, to the Environmental Hearing Board, Second Floor, Rachel Carson State Office Building, 400 Market Street, P.O. Box 8457, Harrisburg, PA 17105-8457, 717.787.3483. TDD users may contact the Board through the Pennsylvania Relay Service, 800.654.5984. Appeals must be filed with the Environmental Hearing Board within 30 days of receipt of written notice of this action unless the appropriate statute provides a different time period. Copies of the appeal form and the Board's rules of practice and procedure may be obtained from the Board. The appeal form and the Board's rules of practice and procedure are also

Mr. Matthew L. Gordon

- 3 -

February 13, 2017

available in braille or on audiotape from the Secretary to the Board at 717.787.3483. This paragraph does not, in and of itself, create any right of appeal beyond that permitted by applicable statutes and decisional law.

IF YOU WANT TO CHALLENGE THIS ACTION, YOUR APPEAL MUST REACH THE BOARD WITHIN 30 DAYS. YOU DO NOT NEED A LAWYER TO FILE AN APPEAL WITH THE BOARD.

IMPORTANT LEGAL RIGHTS ARE AT STAKE, HOWEVER, SO YOU SHOULD SHOW THIS DOCUMENT TO A LAWYER AT ONCE. IF YOU CANNOT AFFORD A LAWYER, YOU MAY QUALIFY FOR FREE PRO BONO REPRESENTATION. CALL THE SECRETARY TO THE BOARD (717.787.3483) FOR MORE INFORMATION.

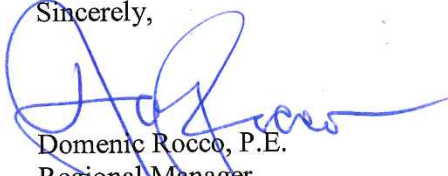
Mr. Matthew L. Gordon

- 4 -

February 13, 2017

If you have any questions, please contact Mr. Christopher Smith at 484.250.5152.

Sincerely,



Domenic Rocco, P.E.
Regional Manager
Waterways and Wetlands

Enclosures: E&S Control Permit
Visual Site Inspection Report Form
Transferee/Co-permittee Application Form
Notice of Termination Form
Riparian Forest Buffer Reporting Form (when applicable)
PCSM Instrument Filing Notice

cc: Mr. Simcik, P.E. – Tetra Tech
Ms. Ferri – Delaware County Conservation District
Mr. Sofranko – Chester County Conservation District
East Goshen Township
East Nantmeal Township
East Whiteland Township
Elverson Borough
Upper Uwchlan Township
Uwchlan Township
Wallace Township
West Goshen Township
West Nantmeal Township
Westtown Township
West Whiteland Township
Aston Township
Brookhaven Borough
Chester Township
Edgmont Township
Middletown Township
Thornbury Township
Upper Chichester Township
Re 30 (GJS17WAW)41



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF CLEAN WATER

**EROSION AND SEDIMENT CONTROL (E&S) PERMIT
FOR EARTH DISTURBANCE ASSOCIATED WITH OIL AND GAS EXPLORATION,
PRODUCTION, PROCESSING, OR TREATMENT OPERATIONS
OR TRANSMISSION FACILITIES**

E&S PERMIT NO.: ESG 01 000 15 001

In compliance with the provisions of Pennsylvania's Clean Streams Law, as amended, 35 P.S. §§ 691.1 *et seq.*, 58 Pa.C.S. §§ 3201-3274 (2012 Oil and Gas Act) and regulations promulgated thereto, including 25 Pa Code Chapters 78.93 and 102, and sections 1905-A, 1917-A and 1920-A of the Administrative Code of 1929, 71 P. S. §§ 510-5, 510-17 and 510-20, earth disturbances associated with oil and gas activities are authorized for the project identified below, in accordance with the application submitted to the Department of Environmental Protection (DEP) and accompanying plans and additional information, as revised, subject to the requirements specified herein.

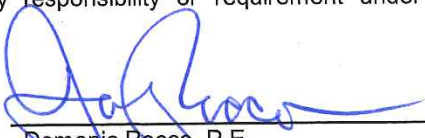
<u>Project Name and Location(s)</u>	<u>Permittee Name and Address</u>
<p>PA Pipeline Project / Mariner East 2 Counties: Mariner East 2</p>	<p>Sunoco Pipeline, L.P. 535 Fritztown Road Sinking Spring, PA 19608</p>

THIS PERMIT SHALL BECOME EFFECTIVE ON FEBRUARY 13, 2017
AND SHALL EXPIRE ON FEBRUARY 12, 2022.

The authority granted by this permit is subject to the following further qualifications:

1. This permit is issued for earth disturbances associated with oil and gas activities subject to the use of erosion and sediment control (E&S) and post-construction stormwater management (PCSM) best management practices (BMPs) to control discharges composed entirely of stormwater to surface waters identified in the application. Authorization to discharge is subject to implementation of the plans and additional information submitted as part of the application. This permit incorporates by reference the application and any other attachments, reports, plans, plan drawings, supplements, and other materials submitted by the applicant, as revised.
2. Any construction or earth disturbance activities that are not presented on the plans submitted in support of the application are not authorized by the permit. A request to modify this permit must be submitted by the permittee and approved by DEP before the permittee may commence any construction or earth disturbance activities that are not included in the information submitted in support of the application.
3. Earth disturbance activities conducted in accordance with the terms and conditions herein may commence on the effective date of this permit or the date other necessary permits and authorizations are obtained, whichever occurs later.
4. Coverage under this permit may be extended by DEP or an authorized conservation district if a timely and administratively complete application for renewal is submitted at least 180 days prior to the permit expiration date.
5. DEP may terminate this permit prior to the expiration date upon notice. The permittee may request termination of the permit prior to the expiration date through the submission of an acceptable Notice of Termination (NOT).
6. No condition of this permit shall release the permittee(s) from any responsibility or requirement under Pennsylvania's statutes or regulations or local ordinances.

DATE PERMIT ISSUED: FEBRUARY 13, 2017

ISSUED BY: 
Domenic Rocco, P.E.
Environmental Program Manager
Waterways and Wetlands Program
DEP Southeast Regional Office

PART A

EFFLUENT LIMITATIONS, MONITORING, AND REPORTING REQUIREMENTS

I. DEFINITIONS

Accelerated erosion – The removal of the surface of the land through the combined action of human activities and the natural processes, at a rate greater than would occur because of the natural process alone.

BMPs – Best Management Practices – Activities, facilities, measures, planning, or procedures used to minimize accelerated erosion and sedimentation and manage stormwater to protect, maintain, reclaim and restore the quality of waters, and existing and designated uses of waters of the Commonwealth before, during, and after earth disturbance activities.

Conservation District – A Conservation District, as defined in Section 3(c) of the Conservation District Law (3 P.S. § 851(c), as amended) that has the authority under a delegation agreement executed with DEP to administer and enforce all or a portion of the erosion, sediment, and stormwater management program in the Commonwealth of Pennsylvania (also referred to as “authorized conservation district”).

Co-Permittee/Permittee – Person(s) identified in this permit as responsible for the discharges of stormwater associated with construction activity who is jointly and individually responsible together with the permittee for compliance with all conditions of this permit and applicable laws.

Critical stages – The installation of underground treatment BMPs, structurally engineered BMPs, or other BMPs as deemed appropriate by the Department or the conservation district.

Earth disturbance activity – A construction or other human activity which disturbs the surface of the land, including land clearing and grubbing, grading, excavations, embankments, land development, agricultural plowing or tilling, operation of animal heavy use areas, timber harvesting activities, road maintenance activities, oil and gas activities, well drilling, mineral extraction, and the moving, depositing, stockpiling, or storing of soil, rock, or earth materials.

Erosion – The natural process by which the surface of the land is worn away by water, wind, or chemical action.

E&S Plan – Erosion and Sediment Control Plan – A site-specific plan consisting of both drawings and a narrative that identifies BMPs to minimize accelerated erosion and sedimentation before, during, and after earth disturbance activities.

Forested riparian areas – Areas that consist of permanent vegetation that is predominantly native trees, shrubs, and forbs along surface waters.

Licensed professional – Professional engineers, landscape architects, geologists and land surveyors licensed to practice in the Commonwealth.

Long-term operation and maintenance – The routine inspection, maintenance, repairs, or replacements, of a BMP to ensure proper function for the duration of time that the BMP is needed.

Municipality – A county, city, borough, town, township, school district, institution or authority or another public body created by or pursuant to State Law. For the purposes of this definition, town includes an incorporated town.

NOT – Notice of Termination – A request, on a form provided by the Department, to terminate coverage under an erosion and sedimentation control general permit for earth disturbances associated with oil and gas exploration, production, processing or treatment operations or transmission facilities.

Oil and gas activities – Earth disturbance associated with oil and gas exploration, production, processing or treatment operations or transmission facilities.

Operator – A person who has one or more of the following:

- Oversight responsibility of earth disturbance activity on a project site or a portion thereof, who has the ability to make modifications to the E&S Plan, PCSM Plan, or site specifications.
- Day-to-day operational control over earth disturbance activity on a project site or a portion thereof to ensure compliance with the E&S Plan or PCSM plan.

Owner – A person or persons who hold legal title to the land subject to construction activity. This term also includes the person(s) who held legal title to the land subject to construction activity at the time such activity was commenced on a site.

PCSM / SR Plan – Post-Construction Stormwater Management Plan / Site Restoration – A site-specific plan consisting of both drawings and a narrative that identifies BMPs to manage changes in stormwater runoff volume, rate, and water quality after earth disturbance activities have ended and the project site is permanently stabilized.

Permanent stabilization – Long-term protection of soil and water resources from accelerated erosion.

Person – Any operator, individual, public or private corporation, partnership, association, municipality or political subdivision of this Commonwealth, institution, authority, firm, trust, estate, receiver, guardian, personal representative, successor, joint venture, joint stock company, fiduciary; Department agency or instrumentality of State, Federal or local government, or an agent or employee thereof; or any other legal entity. Whenever used in any clause prescribing and imposing a penalty, or imposing a fine or imprisonment or both, the term "person" shall not exclude the members of an association and the directors, officers, or agents of a corporation.

Point Source - Any discernable, confined and discrete conveyance, including, but not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, Concentrated Animal Feeding Operation, landfill leachate collection system, or vessel or other floating craft, from which pollutants are or may be discharged.

Post-construction stormwater – Stormwater associated with a project site after the earth disturbance activity has been completed and the project site is permanently stabilized.

PPC Plan – A written plan that identifies an emergency response program, material and waste inventory, spill and leak prevention and response, inspection program, housekeeping program, security and external factors, and that is developed and implemented at the construction site to control potential discharges of pollutants other than sediment into waters of the Commonwealth.

Project site – The entire area of activity, development, lease or sale including:

- The area of the earth disturbance activity.
- The area planned for the earth disturbance activity.
- Other areas which are not subject to earth disturbance activity.

Stabilization – The proper placing, grading, constructing, reinforcing, lining, and covering of soil, rock, or earth to ensure their resistance to erosion, sliding, or other movement.

Stormwater – Runoff from precipitation, snow melt runoff, surface runoff and drainage.

Surface Waters – Perennial and intermittent streams, rivers, lakes, reservoirs, ponds, wetlands, springs, natural seeps and estuaries, excluding water at facilities approved for wastewater treatment such as wastewater treatment impoundments, cooling water ponds and constructed wetlands used as part of a wastewater treatment process.

Total Maximum Daily Load (TMDL) – The sum of individual waste load allocations for point sources, load allocations for nonpoint sources and natural quality and a margin of safety expressed in terms of mass per time, toxicity or other appropriate measures.

Transferee – Person(s) identified through the co-permittee/transferee form as having new responsibility for the discharges of stormwater during construction activities and responsibility for compliance with all conditions of this permit and all applicable laws for discharges of stormwater during the earth disturbance activity.

Wasteload Allocation (WLA) – The portion of a surface water's loading capacity that is allocated to existing and future point source discharges.

Waters of the Commonwealth – Rivers, streams, creeks, rivulets, impoundments, ditches, watercourses, storm sewers, lakes, dammed water, wetlands, ponds, springs and other bodies or channels of conveyance of surface and underground water, or parts thereof, whether natural or artificial, within or on the boundaries of this Commonwealth.

Wetlands – Areas that are inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions, including swamps, marshes, bogs and similar areas.

II. EFFLUENT LIMITATIONS

- A. BMPs – Except as required by 25 Pa. Code §102.11(c), this permit establishes narrative performance-based effluent limitations in the form of BMPs identified in E&S Plans, PCSM Plans, and PPC Plans, which control the volume, rate, and quality of stormwater runoff and associated pollutants from being discharged into surface waters, and which replicate pre-construction infiltration and runoff conditions to the maximum extent practicable.
1. Operators of all earth disturbance activities shall implement and maintain E&S and PCSM BMPs and other pollution prevention measures required by this permit to minimize accelerated erosion and sedimentation before, during, and after construction activities.
 2. E&S BMPs shall be implemented to meet the standards and specifications identified in DEP's regulations, including 25 Pa. Code § 102.4 (relating to Erosion and Sediment Control requirements) and 102.11(a)(1) (relating to general requirements), and identified in DEP's *Erosion and Sediment Pollution Control Program Manual* (363-2134-008) as amended and updated, or an approved alternative that is at least as effective.
 3. PCSM BMPs shall be implemented to meet the standards and specifications identified in DEP's regulations, including 25 Pa. Code § 102.8 (relating to PCSM requirements) and 102.11(a)(2), and identified in DEP's *Pennsylvania Stormwater Best Management Practices Manual* (363-0300-002), as amended and updated, or an approved alternative that is as at least as effective.
 4. The E&S Plan, PCSM Plan, and PPC Plan shall identify appropriate BMPs that will be implemented to ensure that existing and designated uses of surface waters are protected and maintained.
 5. The permittee or co-permittee shall maintain the E&S Plan, PCSM Plan, PPC Plan, and other documents required by this permit at the project site and shall make these documents available for review by DEP, an authorized conservation district, or other authorized local, state, or federal agent or representative.
 6. Discharges to surface waters identified as impaired waters must be managed with non-discharge and/or ABACT BMPs.
- B. Applicable Effluent Limitations – Activities covered under this permit must comply with applicable effluent limitations established in 25 Pa. Code Chapters 91, 93, 96, 102, and 105 and any applicable federal law or regulation.
- C. Water Quality Based Effluent Limitations – Water quality based effluent limitations are applicable to activities conducted under this permit when required under applicable state and federal law or regulation to ensure that the water quality standards of the receiving water are attained. Activities conducted under this permit shall not result in a violation of such water quality standards.

III. MONITORING, INSPECTION, AND REPORTING REQUIREMENTS

A. Monitoring.

DEP or the authorized conservation district may require monitoring of stormwater discharges and/or disturbed soils where an increased risk of potential pollution is present, or pollution is suspected to be occurring from an earth disturbance activity subject to this permit. The permittee or co-permittee shall commence such monitoring upon receipt of written notification from DEP or an authorized conservation district in accordance with the instructions set forth in the notification.

B. Test Procedures.

Unless otherwise specified in this permit, the test procedures for the analysis of pollutants shall be those contained in 40 CFR Part 136, alternate test procedures approved pursuant to that part, or other alternate procedures approved by DEP.

C. Visual Inspections.

1. The permittee and co-permittee(s) shall visually inspect the project site weekly, at a minimum, and within 24 hours of the conclusion of each measurable (> 0.1 inch) storm event throughout the duration of earth disturbance and until the permittee and co-permittee(s) receive acknowledgement of the NOT from DEP or an authorized conservation district. The visual site inspections shall be conducted by qualified personnel, trained and experienced in erosion and sediment control.
2. Each inspection must include an evaluation of E&S, PCSM and PPC BMPs, as applicable, to determine whether the BMPs are adequate and properly implemented in accordance with the terms of this permit or whether additional control measures are needed. If needed, such measures shall be implemented and immediately and DEP and the authorized conservation district shall be notified.
3. Each inspection must include an evaluation of equipment needed to implement E&S, PCSM, and PPC Plans, such as spill response equipment, as applicable.
4. The permittee shall document all visual inspections on an inspection report form that is provided by DEP. In addition to the information required above, the permittee shall document the date, time, name and signature of the person(s) conducting the inspection. All inspection reports shall be made available on the project site for review by DEP and an authorized conservation district.
5. If the permittee discovers conditions in the field that pose a threat of pollution to waters of the Commonwealth, the permittee shall temporarily stabilize the site and cease earth disturbance activities. Thereafter the permittee shall submit a plan and schedule to DEP for review and approval to resume earth disturbance activities while protecting waters of the Commonwealth. The permittee shall implement the plan upon DEP's approval.

D. Licensed Professional Oversight of Critical Stages.

A licensed professional or a designee shall be present on-site and responsible during critical stages of implementation of the approved PCSM Plan. The critical stages may include the installation of underground treatment or storage BMPs, structurally engineered BMPs, or other BMPs as deemed appropriate by DEP or the authorized conservation district.

E. Noncompliance Reporting.

Where E&S, PCSM or PPC BMPs are found to be inoperative or ineffective during an inspection or any other time the permittee becomes aware of any incident causing or threatening pollution as described in 25 Pa. Code § 91.33 (relating to incidents causing or threatening pollution), the permittee and co-permittee(s) shall, within 24 hours, contact the Department or authorized conservation district, by phone or personal contact, followed by the submission of a written report within five (5) days of the initial contact. Noncompliance reports shall include the following information:

1. Any condition on the project site which may endanger public health, safety, or the environment, or involve incidents which cause or threaten pollution.
2. The period of noncompliance, including exact dates and times and/or anticipated time when the activity will return to compliance.
3. Steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance.
4. The date or schedule of dates, and identifying remedies for correcting noncompliance conditions.

Additionally, when BMPs are found to be inoperative or ineffective, a licensed professional shall be consulted to ensure BMP adequacy, as designed.

F. Availability of Reports.

Except for data determined to be confidential under Section 607 of the Clean Streams Law, all reports and other information prepared in accordance with the terms of this permit shall be available for public inspection at the appropriate DEP Regional Office or authorized conservation district office.

IV. RECORD KEEPING

A. Recording of Results.

For each measurement or sample taken pursuant to the requirements of this permit, the permittee or co-permittee shall record the following information:

- The exact place, date and time of sampling or measurements.
- The person(s) who performed the sampling or measurements.
- The dates the analyses were performed.
- The person(s) who performed the analyses.
- The analytical techniques or methods used.
- The results of such analyses.

B. Retention of Records.

The permittee and co-permittee(s) shall retain records of all monitoring information including copies of all monitoring and inspection reports required by this permit, all monitoring information (including site log book, calibration and maintenance records) and records of data used to complete the application for this permit, for a period of three years from the date of the termination of coverage under this permit. This period of retention must be extended during the course of any unresolved compliance, enforcement, or litigation or when requested by DEP or an authorized conservation district.

C. Reporting of Monitoring Results.

Visual inspection monitoring results shall be submitted to DEP or an authorized conservation district upon request.

PART B

STANDARD CONDITIONS

I. MANAGEMENT REQUIREMENTS

A. Permit Modification, Termination, or Revocation and Reissuance.

1. If changes to site conditions or the design have the potential to increase runoff, the permittee shall contact DEP to evaluate whether a permit modification is required. The permittee shall manage any increase in stormwater rate, volume or quality by adding appropriate BMPs.
2. This permit may be modified, suspended, revoked, reissued, or terminated during its term for any of the causes specified in 25 Pa. Code Chapter 102 (relating to erosion and sediment control), or to require compliance with updated effluent limitation guidelines, water quality standards, impaired water listings, or new TMDLs, including but not limited to, the following.
 - Violation of any terms or conditions of the permit.
 - Obtaining a permit by misrepresentation or failure to discuss fully all relevant facts.
 - A change in any condition that requires either a temporary or permanent reduction or elimination of the permitted discharge.
3. The filing of a request by the permittee or co-permittee for a permit modification, revocation and reissuance, termination, or a notification of planned changes or anticipated non-compliance, does not stay any permit condition.
4. Permit modification or revocation will be conducted according to 25 Pa. Code Chapter 102.

B. Notice of Termination.

1. Termination of Coverage.

- a. Upon permanent stabilization of earth disturbance activity under 25 Pa. Code § 102.22(a)(2) (relating to permanent stabilization) and installation of BMPs in accordance with the approved plan prepared and implemented in accordance with 25 Pa. Code §§ 102.4 and 102.8, the permittee and/or co-permittee shall submit a NOT to DEP or an authorized conservation district. The NOT must include:
 - The facility name, address, and location;
 - The operator name and address;
 - The permit number;
 - The reason for the permit termination; and
 - Identification of the persons who have agreed to and will be responsible for the long-term operation and maintenance of PCSM BMPs.
- b. Until the permittee or co-permittee has received written approval of the NOT, the permittee or co-permittee will remain responsible for compliance with the permit terms and conditions, including long-term operation and maintenance of all PCSM BMPs on the project site in accordance with 25 Pa. Code § 102.8(m). DEP or an authorized conservation district may conduct a follow up inspection and approve or deny the NOT within 30 days of receipt in accordance with 25 Pa. Code § 102.7(c) (relating to permit termination).

2. Final Certification.

- a. The permittee shall enclose with the NOT "Record Drawings" along with a final, signed certification statement from a licensed professional, which shall read as follows:

"I (name) do hereby certify pursuant to the penalties of 18 Pa. C.S.A. § 4904 to the best of my knowledge, information, and belief, that the accompanying record drawings accurately reflect the as built

conditions, are true and correct, and are in conformance with Chapter 102 of the rules and regulations of the Department of Environmental Protection and that the project site was constructed in accordance with the approved PCSM Plan, all approved plan changes, and accepted construction practices."

- b. The permittee shall retain a copy of the record drawings as part of the approved PCSM Plan. The permittee shall also provide a copy of the record drawings as part of the approved PCSM Plan to the persons identified as responsible for the long term operation and maintenance of PCSM BMPs. Permittees shall also provide copies of both the record drawings and the long-term operation and maintenance plan to the Department, authorized conservation district, and municipality.

C. Duty to Provide Information.

1. The permittee or co-permittee(s) shall furnish to DEP or an authorized conservation district within thirty (30) days of the date of request, any information that DEP or an authorized conservation district may request to determine whether cause exists for modifying, revoking, reissuing, or terminating this permit or coverage approved under this permit or to determine compliance with this permit.
2. The permittee or co-permittee shall furnish, upon request, to DEP or an authorized conservation district, copies of records required to be kept by this permit.
3. When the permittee or co-permittee becomes aware that they failed to submit any relevant facts or submitted incorrect information in the application, E&S Plan, PCSM Plan, or PPC Plan or in any other report to DEP or an authorized conservation district, the permittee or co-permittee shall within 24 hours of becoming aware of the deficiency submit or correct such facts or information.
5. The permittee or co-permittee shall give seven (7) calendar days' advance notice to DEP or an authorized conservation district of any planned physical alterations or additions to the permitted facility which could, in any way, substantially affect the quality and/or quantity of stormwater discharged from the activity.

D. Signatory Requirements.

Documents required, submitted, or maintained under this permit shall be signed in accordance with the following:

1. Notices of Intent, Transferee/Co-permittee Form, and Notices of Termination.
 - a. Corporations: (1) a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or (2) the manager of one or more manufacturing, production, or operating facilities, if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.
 - b. Partnerships or sole proprietorships: a general partner or the proprietor, respectively.
 - c. Municipalities, state, federal, or other public agencies: either a principal executive officer or ranking elected official such as: (1) the chief executive officer or secretary of the agency, or (2) a senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency (e.g., PennDOT District Executive).
2. All reports, plans, documents, and other information required by the permit or requested by DEP or an authorized conservation district shall be signed by a duly authorized representative of the permittee.
3. If there is a change in the duly authorized representative of the permittee or co-permittee, the permittee or co-permittee shall notify DEP or an authorized conservation district within thirty (30) days of the change.

E. Transfer of Ownership or Control.

1. This permit is not transferable to any person except after notice and acknowledgment by DEP or an authorized conservation district.

- a. In the event of any pending change in control or ownership of facilities, the permittee or co-permittee shall notify DEP or an authorized conservation district using the form entitled "Transferee/Co-permittee Application" of such pending change prior to the change in ownership or control.
 - b. The Transferee/Co-permittee Application form shall be accompanied by a written agreement between the existing permittee and the new owner or operator stating that the existing permittee shall be liable for violations of the permit up to and until the date of coverage transfer and that the new owner or operator shall be jointly and individually liable for permit violations under the permit from that date on.
 - c. After receipt of an administratively complete and acceptable Transferee/Co-permittee Application form, DEP or an authorized conservation district shall notify the existing permittee and the new owner or operator of its decision concerning approval of the transfer of ownership or control. Such requests shall be deemed approved unless DEP or an authorized conservation district notifies the applicant otherwise within thirty (30) days. For the purposes of this permit, this modification is considered to be a minor permit modification.
2. For purposes of this permit, operators shall include general contractors. If prior to construction activities, the owner is the permittee and an operator/general contractor is later identified to become a co-permittee, the owner shall:
 - a. Notify DEP or an authorized conservation district by submitting an administratively complete and acceptable Transferee/Co-permittee Application form; and
 - b. Ensure that monitoring reports and any other information requested under this permit shall reflect all changes to the permittee and the co-permittee name.
 3. Upon authorization of a change in ownership or control, the existing permittee shall provide a copy of the permit and approved plans to the new owner and/or co-permittee.

F. Removed Substances.

Solids, sediments, and other pollutants removed in the course of treatment or control of stormwater shall be disposed in accordance with federal and state law and regulations, in order to prevent any pollutant in such materials from adversely affecting the environment.

G. BMP Construction, Operation and Maintenance.

The permittee and co-permittee(s) are responsible for the design, installation, operation, and maintenance of the BMPs identified in the E&S Plan, PCSM Plan, and PPC Plan.

H. Adverse Impact.

The permittee and co-permittee(s) shall take all reasonable steps to prevent, minimize, or cease any discharge in violation of this permit.

I. Reduction, Loss, or Failure of BMP.

Upon reduction, loss, or failure of any BMP, the permittee and co-permittee shall take immediate action to restore, repair, or replace the BMP or provide an alternative method of treatment. Such restored BMP or alternative treatment shall be at least as effective as the original BMP when properly installed. These actions should be undertaken to ensure that there are no pollutional discharges to the waters of the Commonwealth. This requirement is applicable in situations where the BMP is rendered ineffective, whether the cause or source of the reduction, loss or failure is within or beyond the control of the permittee or co-permittee.

II. COMPLIANCE RESPONSIBILITIES

A. Duty to Comply.

The permittee and co-permittee must comply with all terms and conditions of this permit. Any permit noncompliance constitutes a violation of the Pennsylvania Clean Streams Law and is grounds for enforcement action; for permit termination, revocation, reissuance, or modification; or for denial of a permit or permit renewal.

B. Penalties for Violations of Permit Conditions.

Any person who violates a permit condition, fails to take corrective action to abate violations or falsifies report or other documents may be subject to criminal and/or civil penalties or other appropriate action for violations of the terms and conditions of this permit under Sections 602 and 605 of the Clean Streams Law (35 P.S. §§ 691.602 and 691.605), which are incorporated by reference.

C. Need to Halt or Reduce Activity Not a Defense.

The permittee and/or co-permittee may not use as a defense in an enforcement action that it would have been necessary to halt or reduce the permitted activity to maintain compliance with the conditions of this permit.

D. Penalties and Liability.

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee or co-permittee from any responsibilities, liabilities, or penalties to which the permittee is or may be subject.

E. Property Rights.

This permit does not convey any property rights of any sort, nor any exclusive privileges, nor does it authorize any injury to private property nor any invasion of personal rights, nor any infringement of federal, state, or local laws or regulations.

F. Severability.

The provisions of this permit are severable; and if any provision of this permit, or the application of any provision of this permit to any circumstance, is held invalid, the application of such provision to other circumstances and the remainder of this permit shall not be affected thereby.

G. Other Laws.

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee or co-permittee from any responsibilities, liabilities, or penalties established pursuant to any applicable state law or regulation.

H. Right of Entry

Pursuant to Sections 5(b) and 305 of the Pennsylvania Clean Streams Law (35 P.S. §§ 691.5(b) and 691.305), and Section 1917-A of the Administrative Code of 1929, the permittee and co-permittee shall allow the Director of DEP, and/or an authorized representative of DEP, conservation district or, in the case of a facility which discharges to a municipal separate storm sewer, an authorized representative of the municipal operator of the separate storm sewer receiving the discharge, upon the presentation of credentials and other documents, as may be required by law, to:

1. Enter upon the permittee's or co-permittee's premises where a regulated facility or activity is located or conducted or where records must be kept under the conditions of this permit.
2. Have access to and copy, at reasonable times, any records that must be kept under the terms and conditions of this permit.
3. Inspect any facilities or equipment (including monitoring and control equipment).
4. Observe or sample any discharge of stormwater.

I. Availability of Reports.

Except for data determined to be confidential under Section 607 of the Clean Streams Law (35 P.S. § 691.607), all reports prepared in accordance with the terms of this permit shall be available for public inspection at the offices of DEP or authorized conservation district. As required by the Clean Streams Law, permit applications, permits, and other documents related to this permit shall not be considered confidential.

J. Penalties for Falsification of Reports.

Any person who knowingly makes any false material statement, representation, or certification in any record or other document submitted or required to be maintained under this permit, including reports of compliance or noncompliance is subject to criminal sanctions as set forth for false swearing and unsworn falsification at 18 Pa. C.S. §§ 4903-4904 and Section 611 of the Clean Streams Law (35 P.S. § 691.611).

K. The permittee or co-permittee shall contact DEP or an authorized conservation district for clarification of any requirements contained in the E&S Plan, PCSM Plan, PPC Plan, or other documents related to this permit.

PART C**OTHER REQUIREMENTS****I. PROHIBITED DISCHARGES**

- A. All discharges covered by this permit shall be composed entirely of stormwater. Discharges of substances other than stormwater must be in compliance, when required, with an NPDES permit (other than this permit) issued for the discharge. Discharges of sewage or industrial waste to waters of the Commonwealth or a BMP is not permitted.
- B. The permittee or co-permittee(s) may not discharge floating materials, oil, grease, scum, foam, sheen, and substances which: produce odor, taste, or turbidity or settle to form deposits in concentrations or amounts sufficient to be, or create a danger of being, inimical to the water uses to be protected or human, animal, plant, or aquatic life.

II. EROSION AND SEDIMENT CONTROL (E&S) PLANS

- A. The permittee shall implement its approved E&S Plan, including all BMPs contained therein. The E&S Plan is incorporated into this permit.
- B. E&S Plans required under this permit are considered reports that shall be available to the public under Section 607 of the Clean Streams Law (35 P.S. § 691.607). The owner or operator of a facility with stormwater discharges covered by this permit shall make E&S Plans available to the public upon request. E&S Plans must be made available at the site of the construction activity at all times.
- C. The staging of earth disturbance activities and maintenance requirements contained in the approved E&S Plan must be followed.
- D. Upon the installation or stabilization of all perimeter sediment control BMPs and at least three (3) days prior to proceeding with the bulk earth disturbance activities, the permittee or co-permittee shall provide notification to DEP or an authorized conservation district.
- E. All manufactured BMPs, including erosion control matting and water quality devices, shall be installed and maintained in accordance with manufacturer's recommendations.
- F. General site clearing, grubbing and topsoil stripping shall not commence in any stage or phase of the project until the E&S BMPs specified by the E&S Plan for that stage or phase have been installed and are functioning as described in the E&S Plan.
- G. Regardless of slope, erosion control blankets shall be used for all seeded areas within 100 feet of a High Quality or Exceptional Value surface water. For all slopes that are 3H:1V or steeper or where potential exists for sediment pollution to receiving waters, erosion control blankets shall be used for all seeded areas within 50 feet of a surface water.
- H. In accordance with the E&S and Site Restoration Plans, measures shall be taken to ensure that proper soil de-compaction occurs for all areas of site restoration for the project. The permittee shall implement such measures in accordance with the guidance on soil restoration in the PA Stormwater BMP Manual (BMP 6.7.3, Chapter 6, page 221).
- I. Where compost filter sock is necessary to elevate the pumped water filter bag to an ABACT E&S BMP, the compost filter sock shall be placed to sufficient length to manage all flow from the pumped water filter bag.
- J. For all discharges from the project site associated with earth disturbance activities, the permittee shall implement, maintain, repair and if necessary replace BMPs to minimize the potential for accelerated erosion and sedimentation and to protect, maintain, reclaim and restore water quality and existing and designated uses.

III. POST-CONSTRUCTION STORMWATER MANAGEMENT (PCSM) PLANS

- A. The permittee shall implement its approved PCSM Plan, including all BMPs contained therein. The PCSM Plan is incorporated into this permit.
- B. PCSM Plans required under this permit are considered reports that shall be available to the public under Section 607 of the Clean Streams Law (35 P.S. § 691.607). The owner or operator of a facility with stormwater discharges covered by this permit shall make PCSM Plans available to the public upon request. The PCSM Plans must be made available at the site of the construction activity at all times.
- C. A licensed professional or their designee shall be present on-site and be responsible for oversight of critical stages of implementation of the approved PCSM Plan. The licensed professional will be responsible to provide a final certification, pursuant to 25 Pa. Code § 102.8(l) along with the required NOT and record drawings, indicating that the project site was constructed in accordance with the approved or modified PCSM Plan.
- D. The PCSM Plan must be consistent with the assumptions and requirements of any available WLAs for the discharges as set forth in any applicable TMDLs established for the receiving waters.
- E. The portion of a site reclamation or restoration plan that identifies PCSM BMPs to manage stormwater from pipelines or other similar utility infrastructure may be used to satisfy the PCSM requirements if the PCSM reclamation, or restoration plan meets the requirements of 25 Pa. Code § 102.8(b), (c), (e), (f), (h), (i) and (l), and when applicable, (m).
- F. All manufactured BMPs, including erosion control matting and water quality devices, shall be installed and maintained in accordance with manufacturer's recommendations.
- G. In accordance with the E&S and Site Restoration Plans, measures shall be taken to ensure that proper soil de-compaction occurs for all areas of site restoration for the project. The permittee shall implement such measures in accordance with the guidance on soil restoration in the PA Stormwater BMP Manual (BMP 6.7.3, Chapter 6, page 221).
- H. Upon reduction, loss, or failure of any PCSM BMP, the permittee shall immediately take measures to prevent pollution to waters of the Commonwealth and adverse impacts to the environment. The permittee shall immediately submit to DEP for review and approval a Corrective Action Plan (CAP) and, if necessary, a permit modification, which shall include a schedule for the repair and/or replacement of the PCSM BMP. Upon DEP's approval of the CAP, the permittee shall implement the CAP.
- I. The permittee shall implement PCSM BMPs as detailed in the approved PCSM Plan. Any changes to the PCSM Plan, including the introduction of alternate PCSM BMPs or the elimination of any approved PCSM BMPs, must be approved by DEP prior to the implementation of these changes.
- J. The PCSM Plan, inspection reports, and monitoring records shall be made available at the project site for review and inspection by DEP and the authorized conservation district.

IV. PREPAREDNESS, PREVENTION, AND CONTINGENCY (PPC) PLANS

- A. If toxic, hazardous, or other polluting materials will be on site, the permittee or co-permittee(s) must implement a PPC Plan for use while those materials are on-site in accordance with 25 Pa. Code § 91.34 (relating to activities utilizing pollutants). The PPC Plan shall identify areas which may include, but are not limited to, waste management areas, raw material storage areas, fuel storage areas, temporary and permanent spoils storage areas, maintenance areas, and any other areas that may have the potential to cause noncompliance with the terms and conditions of this permit due to the storage, handling, or disposal of any toxic or hazardous substances such as oil, gasoline, pesticides, herbicides, solvents, concrete washwaters, etc. BMPs shall be developed and implemented for each identified area.
- B. The PPC Plan shall be maintained on-site at all times and shall be made available for review at the request of DEP or an authorized conservation district.

V. RECYCLING AND DISPOSAL OF BUILDING MATERIALS AND WASTES

All building materials and wastes must be removed from the site and recycled or disposed in accordance with DEP's Solid Waste Management Regulations at 25 Pa. Code Chapter 260a (relating to hazardous waste management system: general), Chapter 271 (related to municipal waste management system – general provisions), and Chapter 287 (relating to residual waste management system – general provisions). No building material or wastes or unused building materials shall be burned, buried, dumped, or discharged at or from the site.

VI. PRE-CONSTRUCTION MEETINGS

For earth disturbance activities authorized by this permit, at least one pre-construction meeting is required. The permittee shall contact DEP to schedule the pre-construction meeting and provide at least seven (7) days' notice of the pre-construction meeting to all invited attendees, unless otherwise approved by DEP in writing. Permittees, co-permittees, operators, and licensed professionals, or designees responsible for earth disturbance activity, including implementation of E&S, PCSM and PPC Plans and critical stages of implementation of the approved PCSM Plan, shall attend the pre-construction meeting(s). Permittees, co-permittees, operators and licensed professionals are responsible for ensuring that all activities on the site comply with the requirements of the permit.

VII. SPOIL OR BORROW AREAS

- A. An E&S Plan or other authorization meeting the regulatory requirements detailed in 25 Pa. Code § 102.4(b) shall be received and approved by DEP or an authorized conservation district and implemented for all spoil and borrow areas, regardless of their locations.
- B. Clean Fill Requirements – Any person placing clean fill that has been affected by a spill or release of a regulated substance must use DEP Form FP-001 (Certification of Clean Fill) to certify the origin of the fill material and the results of the analytical testing to qualify the materials as clean fill. The form must be retained by the owner of the property receiving the fill. Fill material not qualifying as clean fill is regulated fill and must be managed in accordance with DEP's municipal or residual waste regulations based on 25 Pa. Code Chapters 271 or 287, whichever is applicable.

VIII. PHASED PROJECTS

Prior to the commencement of earth disturbance activities for subsequent phases of the project, the permittee or co-permittee shall submit an E&S Plan and PCSM Plan and supporting information for each additional phase or portion of the project to DEP or an authorized conservation district for approval. Coverage under this permit is only granted for those phases or portions of a project for which an E&S Plan and PCSM Plan has been submitted and approved by DEP or an authorized conservation district.

IX. WETLAND PROTECTION

If hydric soils or other wetland features are present, a wetland determination must be conducted in accordance with DEP procedures. A copy of the wetland determination shall be provided to DEP or an authorized conservation district as part of the application. All wetlands identified must be included on the E&S Plan and PCSM Plan. Special precautions must be taken to protect wetlands and other water resources identified in the application, plans, and other supporting documents.

X. INFILTRATION BMPs

- A. Where infiltration and/or restoration BMPs are being utilized, the permittee and co-permittee must ensure that soil compaction is avoided or minimized in those areas. If the areas planned for infiltration and/or restoration BMPs are compromised through compaction or other means, measures shall be taken to ensure that proper soil de-compaction occurs. The permittee shall implement such measures in accordance with the guidance on soil restoration in the PA Stormwater BMP Manual (BMP 6.7.3, Chapter 6, page 221). Additional soil testing must be performed to verify that the BMPs will perform as planned.

- B. To protect the effective infiltration area(s) at PCSM BMPs during construction activities (including earth disturbance and conversion or installation), the infiltration area(s) for a PCSM BMP shall be protected by entirely surrounding the infiltration area with an 18-inch compost filter sock. This is only necessary in those areas where specific infiltration BMPs are being utilized. The compost filter sock shall remain in place and be properly maintained until the contributing drainage area has reached permanent stabilization (a minimum uniform 70% perennial vegetative cover or other permanent non-vegetative cover with a density sufficient to resist accelerated erosion) and DEP or an authorized conservation district approves the removal of the compost filter sock.

XI. STABILIZATION

The time period between the trench excavation to the beginning of disturbed area stabilization for the main line pipeline installation shall not exceed thirty (30) calendar days, unless sufficient justification for an extension of time is provided to and approved by DEP in writing. Upon temporary cessation of any earth disturbance activity, including topsoil and soil stockpiles, for which the cessation of the earth disturbance activities will exceed four (4) calendar days, the disturbed area shall be temporarily stabilized in accordance with the E&S Plan and with 25 Pa. Code § 102.22(b). Proper E&S BMPs shall be implemented and maintained throughout the entire project until permanent stabilization and Notice of Termination approval.

XII. LONG-TERM OPERATION AND MAINTENANCE

- A. The permittee or co-permittee shall be responsible for long-term operation and maintenance of PCSM BMPs unless a different person is identified in the NOT and that person has agreed to long-term operation and maintenance of PCSM BMPs.
- B. For any property containing a PCSM BMP, the permittee or co-permittee shall record an instrument with the Recorder of Deeds which will assure disclosure of the PCSM BMP and the related obligations in the ordinary course of a title search of the subject property. The recorded instrument must identify the PCSM BMP, provide for necessary access related to long-term operation and maintenance for PCSM BMPs, and provide notice that the responsibility for long-term operation and maintenance of the PCSM BMPs is a covenant that runs with the land that is binding upon and enforceable by subsequent grantees, and provide proof of filing with the NOT under 25 Pa. Code § 102.8(m)(2).
- C. For Commonwealth owned property, a covenant that runs with the land is not required until the transfer of the land containing a PCSM BMP occurs. Upon transfer of the Commonwealth-owned property containing the PCSM BMP, the deed must comply with 25 Pa. Code § 102.8(m)(3). An agency of the federal government shall not be required to make or record a declaration of covenants on its property until transfer of the property to a non-federal or non-commonwealth entity or individual. Upon transfer of the Commonwealth owned or federally owned property containing the PCSM BMP, the deed must comply with 25 Pa. Code § 102.8(m)(3).
- D. The person responsible for performing long-term operation and maintenance may enter into an agreement with another person, including a conservation district, nonprofit organization, municipality, authority, private corporation, or other person, to transfer the responsibility for PCSM BMPs or to perform long-term operation and maintenance and provide notice thereof to DEP.
- E. A permittee or co-permittee that fails to transfer long-term operation and maintenance of the PCSM BMPs or otherwise fails to comply with this requirement, shall remain jointly and severally responsible with the landowner for long-term operation and maintenance of the PCSM BMPs located on the property.
- F. Unless a later date is approved by DEP in writing, the permittee shall record an instrument as required under 25 Pa. Code Subsection 102.8(m)(2) and paragraph XII.B within 45 days from the date of issuance of this permit or authorization. Unless DEP authorizes a different procedure, the long-term operation and maintenance plan shall be recorded along with the instrument. Unless a later date is approved by DEP in writing, the permittee shall provide the conservation district and DEP with the date and place of recording along with a reference to the docket, deed book or other record, within 90 days from the date of issuance of this permit or authorization.
- G. Unless an alternative process is approved by DEP in writing, upon the sale or other transfer of any parcel, lot, road or other real property included within the permit boundary, the permittee shall notify the purchaser, grantee, or transferee of the long-term PCSM BMP operation and maintenance requirements. The permittee

shall expressly identify the PCSM BMPs on each property, the schedule for inspection and reporting, the person or entity responsible for long-term operation and maintenance of the PCSM BMPs and how access to the BMPs will be achieved and shall obtain approval from the purchaser, grantee or transferee. Unless a later date is approved by DEP in writing, the permittee shall provide the conservation district and DEP with notice of compliance with this section within 45 days from the date of transfer of the property and at the time the permittee files a Notice of Termination.

XIII. PRIOR CONTAMINATION

The permittee shall implement the following procedures at any location of the project site where it knows or has reason to believe that soils are or may be contaminated due to past land uses or upon receipt of written notification from DEP:

- A. Minimize Disturbance – Limit the extent and duration of earth disturbance activities, including the use of less intrusive earth disturbance techniques/equipment, and avoiding and minimizing the impact of ancillary areas that are not necessary for the project.
- B. Incorporate a contingency plan and additional safety protocols in the event unexpected contamination is uncovered. These protocols shall be established in the permittee's PPC Plan. Incorporate appropriate dust control and suppression practices and procedures during dry and windy periods.
- C. Implement immediate stabilization on all contaminated areas of the project site involving earth disturbance. This may be achieved using mats/blankets/linings/mulching (including compost); temporary and/or permanent seeding/vegetation; tarping or other impermeable/impervious cover; or temporary daily cover.
- D. Implement and maintain perimeter E&S BMPs including but not limited to compost filter berms, compost filter socks or weighted sediment filter tubes, and/or non-acrylamide flocculants.

XIV. WATER SUPPLY NOTIFICATION

Prior to beginning any construction or earth disturbance activities, all public water supplies or other users of surface waters within one (1) mile downstream that may be affected by turbidity increases or other water quality changes caused by construction or earth disturbance activities shall be notified at least 72 hours prior to commencing the activities.

XV. ARCHAEOLOGICAL SPECIMENS

The permittee shall not begin work in areas subject to Phase I or Phase II archeological investigations recommended by the Pennsylvania Historical and Museum Commission (PHMC) until the permittee secures the necessary clearances for these areas from PHMC. In addition, the permittee and its agents shall visually inspect for archaeological specimens, as the term is defined in the Pennsylvania State History Code (37 Pa. C.S.A., Section 101 *et seq.*), during earth disturbance activities, and shall immediately cease earth disturbance activities upon discovery of archaeological specimens. Upon discovery the permittee shall immediately notify DEP and PHMC (Phone: (717) 783-8947).

XVI. DISCHARGES TO NON-SURFACE WATERS

This permit authorizes proposed discharges of stormwater to non-surface waters. Discharges to areas that are not surface waters shall not cause accelerated erosion or stormwater damage to down slope or adjacent properties. These areas that are not surface waters shall be maintained to prevent erosion from stormwater flows.

XVII. RIPARIAN AREA REPLANTING

Prior to submission of the Notice of Termination, the permittee shall replant forested riparian areas in temporary right of ways along surface waters. Replanting shall be conducted for a minimum distance of fifty (50) feet landward from the top of both banks of warm water fisheries and trout stocked fisheries; 100 feet from cold water fisheries; and 150 feet from HQ/EV streams. The density of replanted trees shall be similar to the density that existed prior to the permittee conducting construction activities but shall provide no less than 60% uniform canopy

cover upon maturation and shall be appropriate to the geographic location. Maintenance and inspections shall ensure survival and growth of plantings and protection from competing plants and animals including noxious weeds and invasive species over a 5-year establishment period to ensure and proper functioning of riparian forest buffers, and shall include measures to repair damage to the buffer from storm events greater than the 2-year/24-hour storm.

XVIII. HABITAT CONSERVATION PLANS AND THREATENED AND ENDANGERED SPECIES PROTECTION

- A. The permittee shall comply with all applicable provisions of the Habitat Conservation Plan submitted and approved by the U.S. Fish and Wildlife Service (USFWS), PA Game Commission (PGC), PA Fish and Boat Commission (PFBC) and PA Department of Conservation and Natural Resources (DCNR) to protect federal and state listed species. The permittee shall provide a copy of the plan to DEP prior to initiation of any work under this permit.
- B. The permittee shall implement the approved Habitat Conservation Plan in accordance with all PGC approvals for the Allegheny Woodrat (*Neotoma magister*). This includes no blasting or the use of herbicides on the project or in the vicinity of the project on DCNR lands as identified in the PGC clearance. The permittee shall provide a copy of the plan to DEP prior to initiation of any work under this permit.
- C. The permittee shall implement the Migratory Bird Conservation Plan approved by the USFWS. The permittee shall provide a copy of the plan to DEP prior to initiation of any work under this permit.
- D. The permittee shall implement all Avoidance Measures identified by the jurisdictional resource agencies for any threatened or endangered species or species of special concern.
- E. Where applicable, the permittee shall implement the Avoidance Measures identified in Appendix A of the Department's permit issued under Chapter 105 for all open trench wetland crossings in bog turtle (*Clemmys muhlenbergii*) counties identified by the USFWS as occupied, potentially occupied or adjacent habitats, unless otherwise specified by the USFWS.
- F. The permittee shall comply with all protocols set forth by the USFWS for protection of the Rusty Patch Bumble Bee.
- G. Prior to conducting any future maintenance activities on the pipeline or right of way which involves disturbance, the permittee shall conduct a then current Pennsylvania Natural Diversity Inventory search, shall obtain clearance(s) for any species or resource where a potential impact is identified, provide the avoidance and mitigation plan to DEP prior to initiating such maintenance work, and shall implement and adhere to all avoidance measures outlined in such clearance(s).

Re 30 (GJS17WAW)41a

R-9



February 13, 2017

Mr. Matthew L. Gordon
Sunoco Pipeline, L.P.
535 Fritztown Road
Sinking Spring, PA 19608

Re: Water Obstruction and Encroachment
Permit No. E15-862
Pennsylvania Pipeline Project (a.k.a. Mariner East II)
APS No. 879047, AUTH No. 1087479
West Nantmeal, East Nantmeal, Wallace, Upper Uwchlan,
Uwchlan, West Whiteland, West Goshen, East Goshen,
Westtown Townships and Elverson Borough
Chester County

Dear Mr. Gordon:

Enclosed is your State Water Obstruction and Encroachment Permit. Please review the permit so that you are aware of the extent of authorization and the conditions that apply.

Please be advised this permit does not have Federal authorization for this project and such authorization is required prior to starting your project. We encourage you to contact the U.S. Army Corps of Engineers, 215.656.6728, concerning any Federal permits or approvals you may also need.

Prior to the commencement of construction, the enclosed *Acknowledgment of Notification of Permit Conditions* must be completed and signed by the permittee and an individual responsible for the supervision or control of the construction work acknowledging and accepting the general and special conditions, if any, contained in the permit. Unless the signed *Acknowledgment of Notification of Permit Conditions* is submitted to this office, the permit is void.

Also, a copy of both the permit and the *Acknowledgment of Notification of Permit Conditions* must be available at the work site for inspection upon request by any officer or agent of DEP or any other Federal, State, County, and Municipal agency.

Finally, the Completion Report form must be signed by you and the supervising engineer indicating that the work has been completed as approved. The Completion Report must be submitted to this office within 30 days of the completion of the approved project.

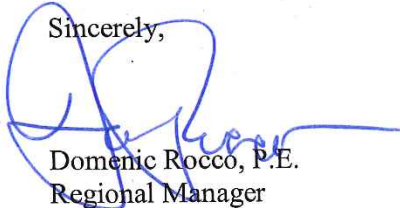
Mr. Matthew L. Gordon

- 2 -

February 13, 2017

If you have any questions concerning this matter, please call Mr. John Hohenstein at the telephone number located in the first page footer.

Sincerely,



Domenic Rocco, P.E.
Regional Manager
Waterways and Wetlands

Enclosure

cc: Mr. Schaeffer — Tetra Tech, Inc.
U.S. Army Corps of Engineers, Philadelphia District
U.S. Army Corps of Engineers, Baltimore District
Pennsylvania Fish and Boat Commission, Division of Environmental Services
Pennsylvania DEP, Southwest Regional Office, Waterways and Wetlands Program
Pennsylvania DEP, Southcentral Regional Office, Waterways and Wetlands Program
Chester County Conservation District
Chester County Planning Commission
West Nantmeal Township
East Nantmeal Township
Wallace Township
Upper Uwchlan Township
Uwchlan Township
West Whiteland Township
West Goshen Township
East Goshen Township
Westtown Township
Elverson Borough
Mr. Hohenstein, PADEP, SERO, WAW
Mr. Knorr, PADEP, SERO, WAW
Mr. Nassani, PADEP, SERO, WAW
Re 30 (GJS17WAW)41-5

PERMIT NO. E15-862

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
SOUTHEAST REGIONAL OFFICE
WATERWAYS AND WETLANDS

WATER OBSTRUCTION AND ENCROACHMENT PERMIT

The Department of Environmental Protection ("DEP"), established by the Act of December 3, 1970, P.L. 834 (71 P.S. §§ 510-1 et seq.) and empowered to exercise certain powers and perform certain duties under and by virtue of the Act of November 26, 1978, P.L. 1375, as amended by the Act of October 23, 1979, P.L. 204 (32 P.S. §§ 693.1 et seq.) known as the "Dam Safety and Encroachments Act"; Act of October 4, 1978, P.L. 851 (32 P.S. §§ 679.101 et seq.) known as the "Flood Plain Management Act"; Act of June 22, 1937, P.L. 1987 (35 P.S. §§ 691.1 et seq.) known as the "Clean Streams Law"; and the Administrative Code, Act of April 9, 1929, P.L. 177, as amended, which empowers DEP to exercise certain powers and perform certain duties by law vested in and imposed upon the Water Supply Commission of Pennsylvania and the Water and Power Resources Board, hereby issues this permit to:

Sunoco Pipeline, L.P. (SPLP)
535 Fritztown Road
Sinking Spring, PA 19608

giving its consent to install and maintain approximately 24 miles long, of 20-inch and 16 inch pipeline and appurtenant structures. The proposed project impacts in Chester County include a total of 52 linear feet of temporary impacts to Marsh Creek (HQ-TSF,MF), 1 unnamed tributary to Marsh Creek (HQ-TSF,MF), a total of 1,095 linear feet of permanent impacts to Black Horse Creek (HQ-TSF,MF), 2 unnamed tributaries to Black Horse Creek (HQ-TSF,MF), East Branch Chester Creek (TSF,MF), 3 unnamed tributary to East Branch Chester Creek (TSF,MF), Marsh Creek (HQ-TSF,MF), 26 unnamed tributaries to Marsh Creek (HQ-TSF), Shamona Creek (HQ-TSF,MF), 7 unnamed tributaries to Shamona Creek (HQ-TSF,MF), South Branch French Creek (EV,MF), 5 unnamed tributaries to South Branch French Creek (EV,MF), Valley Creek (CWF,MF), 9 unnamed tributaries to Valley Creek (CWF,MF), 2 unnamed tributaries to School House Run (HQ-TSF,MF), 1 unnamed tributary to Ridley Creek (HQ-TSF,MF), and 3.435 acres of permanent floodway impacts, and 1.833 acres of temporary floodway impacts, and 0.001 acres of temporary impacts to Palustrine Emergent (PEM), Palustrine Forested (PFO) and Palustrine Scrub-Shrub (PSS) wetlands and 3.713 acres of permanent impacts to PEM, PFO, and PSS wetlands. No compensation is being proposed by the applicant for the proposed permanent project impacts in Chester County. The proposed project impacts in this permit application are associated with a proposed transmission pipeline project extending approximately 306 miles and 255 miles in Pennsylvania between Houston Borough, Washington County, PA and Marcus Hook Borough, Delaware County, PA.

The issuance of this permit also constitutes approval of a Water Quality Certification under Section 401 of the Federal Water Pollution Control Act [33 U.S.C.A. 1341(a)].

If this work is not completed on or before the 31st day of December A.D. 2022, this permit, if not previously revoked or specifically extended by DEP, in writing, shall become void without further notification.

This permit is issued in response to an application filed with DEP on the 31st day of August A.D. 2015, and with the understanding that the work shall be performed in accordance with the maps, plans, profiles, and specifications filed with and made a part of the application on January 30, 2017, subject, however, to the provisions of the Dam Safety and Encroachments Act, the Flood Plain Management Act, the Clean Streams Law, the Administrative Code, the Rules and Regulations promulgated thereunder and the following conditions and restrictions:

1. The permittee shall sign the *Acknowledgement of Notification of Permit Conditions* thereby expressly certifying the permittee's acceptance of, and agreement to comply with, the terms and conditions of this permit. The permittee shall return a signed copy of the *Acknowledgement of Notification of Permit Conditions* to DEP. Unless the *Acknowledgement of Notification of Permit Conditions* form is completed and filed with DEP, this permit is void.
2. DEP, in issuing this permit, has relied on the information and data which the permittee has provided in connection with his permit application. If, subsequent to the issuance of this permit, such information and data prove to be false, incomplete or inaccurate, this permit may be modified, suspended, or revoked, in whole or in part, and DEP may, in addition, institute appropriate legal proceedings.
3. This permit does not give any property rights, either in real estate or material, nor any exclusive privileges, nor shall it be construed to grant or confer any right, title, easement, or interest in, to, or over any land belonging to the Commonwealth of Pennsylvania; neither does it authorize any injury to private property or invasion of private rights, nor any infringement of Federal, State, or Local laws or regulations; nor does it obviate the necessity of obtaining Federal assent when necessary.
4. The work shall, at all times, be subject to supervision and inspection by representatives of DEP, and no changes in the maps, plans, profiles, and specifications as approved shall be made except with the written consent of DEP. DEP, however, reserves the right to require such changes or modifications in the maps, plans, profiles, and specifications as may be considered necessary. DEP further reserves the right to suspend or revoke this permit if in its opinion the best interest of the Commonwealth will be subserved thereby.
5. This permit authorizes the construction, operation, maintenance, and normal repair of the permitted structures conducted within the original specifications for the water obstruction or encroachment, and in accordance with the regulations of DEP and terms and conditions of this permit. Any repairs or maintenance involving modifications of the water obstruction or encroachment from its original specifications, and any repairs or reconstruction involving a substantial portion of the structure as defined by regulations of DEP shall require the prior written approval and permit of DEP.
6. Waste materials, scrap, or excess construction materials may not be disposed of in any watercourse, floodway or body of water, but shall be collected, stored, and disposed of in accordance with the Solid Waste Management Act (35 P.S. §§ 6018.101-6018.1003), the Municipal Waste, Planning, Recycling and Waste Reduction Act (53 P.S. §§ 4000.101-4000.1904), the Clean Streams Law (35 P.S. §§ 691.1-691.1001) and related rules and regulations.
7. There shall be no unreasonable interference with the free discharge of the river or stream or navigation during construction.

8. If, in the future, DEP determines that the water obstruction or encroachment causes unreasonable obstruction to the free passage of floodwaters or navigation, the permittee shall, upon due notice remove or alter the water obstruction or encroachment, without expense to the Commonwealth of Pennsylvania, so as to increase the flood carrying capacity of the channel or render navigation reasonably free, easy, and unobstructed, in such manner as DEP may require. No claim shall be made against the Commonwealth of Pennsylvania on account of any such removal or alteration.

9. The permittee shall provide to DEP in writing advance notice of commencement of work.

10. If construction work has not been completed within the time specified in the permit and the time limit specified in the permit has not been extended, in writing, by DEP or if a permit has been revoked for any reason, the permittee shall, at his own expense and in a manner that DEP may prescribe, remove all or any portion of the work as DEP requires and restore the water course and floodplain to their former condition.

11. The permittee shall fully inform the engineer or contractor, responsible for the supervision and conduct of work, of the terms, conditions, restrictions, and covenants of this permit. Prior to the commencement of construction, the permittee shall file with DEP in writing, on a form provided by DEP, a statement signed by the permittee and an individual responsible for the supervision or conduct of the construction work acknowledging and accepting the general and special conditions contained in the permit. Unless the acknowledgment and acceptance have been filed, the permit is void. A copy of the permit and the acknowledgment shall be available at the work site for inspection upon request by an officer or agent of DEP or another Federal, State, County, or Municipal Agency.

12. The permittee shall operate and maintain the structure or work authorized herein in a safe condition in accordance with the permit terms and conditions and the approved maps, plans, profiles, and specifications.

13. This permit may not be transferred without prior written approval from DEP, such approval being considered upon receipt of the properly executed "Application of Transfer of Permit" form.

14. If and when the permittee desires to discontinue use or abandon the activity authorized herein, he must remove all or part of the structure or work authorized and take other actions as are necessary to protect safety and the environment in accordance with a permit issued by DEP.

15. If the use of explosives in any waterways is required, the permittee shall secure the prior written permit from the Pennsylvania Fish and Boat Commission, pursuant to the Pennsylvania Fish and Boat Code, Act 1980-175 Title 30 Pennsylvania Consolidated Statutes, Section 2906. Requests should be directed to the Pennsylvania Fish and Boat Commission, Division of Environmental Services, 450 Robinson Lane, Bellefonte, Pennsylvania 16823-9616, Telephone: 814.359.5140.

16. Permittee shall implement and monitor the Erosion and Sedimentation Control Plan prepared in accordance with Chapter 102, so as to minimize erosion and prevent excessive sedimentation into the receiving watercourse or body of water.

PERMIT NO. E15-862

17. The project site shall, at all times, be available for inspection by authorized officers and employees of the Pennsylvania Fish and Boat Commission. Prior to commencement and upon completion of the work authorized by this permit, the permittee shall notify the Pennsylvania Fish and Boat Commission's Southeast Regional Office, P.O. Box 8, Elm, Pennsylvania 17521, Telephone: 717.626.0228.

18. The project site shall, at all times, be available for inspection by authorized officers and employees of the County Conservation District. Prior to commencement and upon completion of the work authorized by this permit, the permittee shall notify the following:

Chester County Conservation District
688 Unionville Road
Suite 200
Kennett Square, PA 19348
Telephone: 610.925.4920

19. **Work may not commence until a signed copy of the *Acknowledgement of Notification of Permit Conditions* is received by DEP.** Any work authorized by this permit conducted prior to DEP's receipt of a signed copy of the *Acknowledgement of Notification of Permit Conditions* is a violation of the Dam Safety and Encroachments Act and the Clean Streams Law, and you may be subject to fines and penalties pursuant to those Acts.

SPECIAL CONDITIONS

Permittee shall be responsible for compliance with each of the following special conditions. The Pennsylvania Department of Environmental Protection shall be referred to hereinafter as either "DEP" or the "Department."

Water Supplies:

- A. At least 72 hours in advance of beginning any construction activities, the permittee shall notify all identified public and private water supplies along the project's corridor that may be affected by increased turbidity or other water quality changes caused by the permittee's construction activities.
 - 1. If the project results in a pollution event which may impact any public or private water supplies, the permittee shall immediately notify the Department and the potentially affected public or private water supplies of the pollution event.
- B. In the event the permittee's work causes adverse impacts to a public or private water supply source, the permittee shall also immediately notify the Department and implement a contingency plan, to the satisfaction of the public and private water supply owners that addresses all adverse impacts imposed on the public and private water supply as a result of the pollution event, including the restoration or replacement of the impacted water supply.
- C. At least 72 hours in advance of beginning construction activities, the permittee shall notify all water users with downstream surface water intakes within one mile downstream, including but

not limited to, drinking water users, industrial and commercial users that may be impacted by turbidity or water quality changes.

- D. The permittee shall notify such downstream water users immediately of any pollution event or incident at its site that may endanger downstream users. The permittee shall also immediately implement its approved contingency plan to prevent further adverse impacts and remediate all adverse impacts as a result of the pollution event or incident.
- E. If a public or private drinking water source not previously identified by the permittee is discovered by the permittee during construction, the permittee shall immediately notify the Department of the identified water source and shall notify that source of the permittee's construction activities.

PHMC General Conditions:

- F. The permittee and its agents shall visually inspect for archaeological artifacts and shall immediately cease earth disturbance activities upon discovery of archaeological artifacts.
- G. If archaeological artifacts are discovered, the permittee shall immediately notify the DEP Regional Office in the DEP region where the artifact is found and shall concurrently notify the Pennsylvania Historical and Museum Commission (PHMC) at P.O. Box 1026, Harrisburg, PA 17120-1026, telephone 717.783.8947.
- H. At all times, the permittee shall protect historic, cultural and archaeological sites as identified in the latest published version of the Pennsylvania Inventory of Historical Places and the National Register of Historical Places.

PHMC Areas Subject to Phase I or Phase II Surveys:

- I. The permittee shall not begin work in areas subject to Phase I or Phase II archeological investigations recommended by the PHMC until the permittee secures the necessary clearances for these areas from PHMC. (Permit specific condition as applicable. Specify location in each permit.)

Submerged Lands License Agreements:

- J. The permittee shall comply with all terms and conditions of the Submerged Lands License Agreement entered into between the Department and the permittee.

Temporary Road Crossings:

- K. All temporary road crossings of streams and wetlands must meet all of the following conditions:
 - 1. The permittee shall restore and stabilize all temporary crossing sites, except fords, within five (5) days after termination of its permitted use.
 - 2. Permittee shall not utilize or construct fords on any stream or watercourse within High Quality (HQ) and Exceptional Value (EV) watersheds as specified in 25 Pa. Code Chapter

PERMIT NO. E15-862

93, or in watersheds tributary to drinking water intakes or reservoirs for public water supply users, where the ford is within 2,000 feet upstream of such intake or reservoir.

3. The permittee shall adequately block and stabilize all approaches for fords used as temporary crossings within five (5) days after termination of their permitted use in order to prevent future use.
4. The permittee is prohibited from skidding across fords.
5. Where a streambed at the site of a ford does not have a rock bottom, a layer of clean rock over geo-fabric must be placed and maintained. This layer of clean rock must not obstruct the stream flow. In addition, the ford's approaches must: (1) be maintained in a firm and stable condition; and (2) enter the stream on less than a 10% grade within 50 feet of the stream with the flow; and (3) exit the stream against the flow on the same grade and distance limitation as specified for the entrance. Permittee shall ensure that all roads cross all watercourses at a right angle to the stream, unless permittee obtains specific and separate approval from the Department.
6. Permittee shall ensure that all culverts provide a waterway area sufficient to adequately discharge the normal flow of the watercourse or stream, and that culverts are of sufficient length to extend beyond the toe of the clean rock fill.
7. Permittee shall ensure that culverts are installed in such manner that overtopping of the roadway will occur within the stream channel. This can be accomplished by providing a depressed roadway embankment.
8. Permittee shall minimize excessive fill and excavation of stream banks by utilizing culverts with as large a diameter as possible. The minimum diameter size of a culvert to be used is no less than 12 inches.
9. Road and causeway embankments shall only consist of clean rock material to prevent stream channel sedimentation during placement, removal, and periods of overtopping.
10. Bridges shall be single span from top of bank to top of bank, and must be structurally stable.
11. Approach roads to temporary road crossings shall utilize original grades. However, clean rock material or gravel to a depth of six inches above original grade can be utilized for approaches, as necessary.
12. Causeways shall not extend streamward a distance greater than one-half the width of the stream channel.
13. Temporary road crossings shall be kept open and functioning at all times by maintaining the crossings free of debris and other obstructions.

PERMIT NO. E15-862

14. The permittee shall promptly repair any damage resulting from increased backwater caused by a temporary road crossing. The permittee shall remove temporary road crossings in the event of high waters to prevent increased backwater.
15. If permittee cannot avoid a wetland crossing, the crossing is permissible if it is located at the narrowest practicable point of the wetland.
16. All wetlands crossing sites shall be stabilized by any appropriate means, including, but not limited to, using removable, temporary mats, pads or other similar devices to ensure minimization of impact on the wetlands ecology.
17. Temporary embankments for roads across wetlands shall be installed to maintain the hydrology of the wetland.
18. Pollution of any waterway with harmful chemicals, fuels, oils, greases, bituminous material, acid, or other harmful or polluting materials, is prohibited.
19. Access roads should not approach the stream channel directly downslope, but should traverse the slope obliquely to prevent high velocity road drainage flows from directly entering the stream channel. Road drainage shall include proper erosion and sediment control Best Management Practices.
20. The permittee shall remove all or any portion of a temporary road crossing upon written notification to the permittee from the Department in the event the project is causing an adverse impact on public health, safety or the environment or in any other manner violates the requirements of the Pennsylvania Clean Streams Law, 25 Pa. Code Chapter 105, or both.
21. The permittee shall be responsible for determining and documenting which method of crossing is appropriate for each resource. This documentation shall be provided to the Department with the pre- and post-construction photographs. The permittee shall submit this documentation to the respective DEP Regional Office within ninety (90) days after completion of work under the respective permit.

Site Field Verification, Restoration and Monitoring:

- L. Prior to installation of pipeline crossings, the permittee shall take new pre-construction photographs of the natural resources at each of the crossings. The permittee shall prepare and maintain a record of pre- and post-conditions of each stream and wetland crossing. The permittee shall submit this documentation to the respective DEP Regional Office within ninety (90) days after completion of work under the respective permit.
- M. All wetlands within the project area shall be accurately field-delineated prior to the start of construction activities and up to the time that earth disturbance activities are completed and the site has been stabilized. An acceptable means of field-identification of wetlands includes but not limited to, the use of an orange construction safety fence and/or flags.

PERMIT NO. E15-862

- N. For a period of up to 5 years following construction, the permittee shall monitor for secondary impacts to hydrology, i.e., the loss of hydrology, to all watercourses with a drainage area of less than 100 acres, including those watercourses that originate within the project ROW. Reports shall be submitted to DEP in the spring and fall for the first two (2) calendar years following construction and annually for three (3) years thereafter:
1. The monitoring reports shall contain information describing the presence or absence of hydrology at the time of inspection, a narrative comparison to hydrology present in the watercourse during pre-permitting field investigation(s), and photographs of the watercourse.
 2. If the monitoring identifies a diminution or complete loss of hydrology, the permittee shall evaluate whether the activities authorized by this permit caused the loss of hydrology and submit this evaluation to the Department for review.
 3. If the Department determines that the activities authorized by this permit are contributing to the loss of hydrology, the permittee shall prepare a written plan to correct the loss of hydrology to the watercourse. The permittee shall implement the approved plan within ninety (90) and submit this plan to DEP for review and approval. If DEP identifies any deficiencies with permittee's plan, then the permittee shall provide DEP a written response to address the stated deficiencies within 15 days of receiving written notice of DEP's deficiencies, unless DEP extends that timeframe in writing.
 4. The permittee shall implement the DEP-approved plan within 90 days of receiving written approval from DEP, unless DEP extends that timeframe in writing.
 5. In the event that loss of hydrology from activities conducted under this permit cannot be restored, the permittee shall submit a mitigation plan to DEP that sets forth the manner in which full loss of hydrology and associated water will be compensated for. If DEP identifies any deficiencies with the permittee's mitigation plan, then the permittee shall provide DEP a written response to address the stated deficiencies within 15 days of receiving written notice of DEP's deficiencies, unless DEP extends that timeframe in writing. The permittee shall implement the DEP-approved mitigation plan within 90 days of receiving written approval from DEP, unless DEP extends that timeframe in writing.
- O. Wetland excavation shall segregate the soil horizons and replace the soil horizons to match pre-construction conditions. For areas where bore pits are proposed in or adjacent to wetlands, or if a restrictive layer, including but not limited to clay or fragipans, is encountered during the trench excavation, the permittee shall have a knowledgeable wetlands scientist on the Environmental Inspection Team that shall oversee backfilling of the trench and installation of trench plugs, in order to maintain wetland hydrology.
- P. Topsoil shall be segregated from subsoil in all wetland areas.
- Q. All disturbed areas are to be restored, stabilized and shall be replanted with indigenous plant species. Excess fill from disturbed areas and construction activities shall be located outside of the floodway, floodplain and wetlands. The permittee is responsible for stabilizing any excess materials spoiled onsite or offsite, whether the permittee owns the site or others own the site.

PERMIT NO. E15-862

- R. Rock riprap shall be used in the stream bed only where a shear stress analysis has determined that scour protection is necessary to ensure stability of the resource.
- S. A trench in which the pipeline will be laid shall be backfilled in a manner that does not create the formation of a permanent ridge in a streambed or wetland.
- T. Restored streams shall use a minimum of six (6) inches of native stream bed material. For streams where riprap is necessary to prevent scour, the riprap shall be depressed sufficiently to allow six (6) inches of native stream bed material over the riprap.
- U. All PFO and PSS wetlands within the temporary ROW shall be replanted with woody species present in the wetland prior to the permittee conducting construction activities. The plantings need not mirror pre-construction maturity.
- V. Forested Riparian Areas in the temporary ROW along watercourses shall be replanted with native tree species for a minimum distance of fifty (50) feet landward from the top of both banks of warm water fisheries and trout stocked fisheries, 100 feet from cold water fisheries, and 150 feet from HQ/EV streams, in a similar density as the trees existed prior to the permittee conducting construction activities. The density of replanted trees shall be similar to the density that existed prior to the permittee conducting construction activities but shall provide no less than 60% uniform canopy cover upon maturation and shall be appropriate to the geographic location. Maintenance and inspections shall ensure survival and growth of plantings and protection from competing plants and animals including noxious weeds and invasive species over a 5-year establishment period to ensure and proper functioning of riparian forest buffers, and shall include measures to repair damage to the buffer from storm events greater than the 2-year/24-hour storm.
- W. Each stream channel shall be restored and properly stabilized upon completion of the associated stream crossing. Where riprap is proposed, the riprap shall be depressed and covered with a minimum of 6-inches of streambed material. The restored streambed elevation shall not exceed the pre-existing streambed elevation.
- X. The permittee shall avoid wetland impacts, to the extent practicable, and minimize any such impacts. The permittee shall immediately restore all disturbed wetland areas to original contours, and replant with indigenous wetland vegetation in accordance with their restoration plans as presented in their permit application. Streambank and wetland disturbances shall be minimized and stabilized with indigenous vegetation within ten (10) calendar days of final earthmoving to prevent erosion and provide cover, shading, and food source for aquatic life. Any temporary wetland crossings shall be made by low ground pressure machinery and wetland mats or similar devices. Excess fill shall not be deposited in any wetland, watercourse, floodway, floodplain, or other body of water.
- Y. For a period of up to five years, the permittee shall monitor the stream and wetland plantings. Monitoring reports shall be submitted to the respective DEP Regional Office in the spring (May 15) and fall (November 15) for the first two (2) calendar years following construction and annually (November 15) for four (4) years thereafter.
- 1. The monitoring reports shall contain information describing the success of the site at the time of each inspection, an inventory of the surviving plant species and percent areal coverage,

photographs of the replacement site with plans showing the location and orientation of each of the photographs, and a written plan to correct any deficiencies identified during the monitoring phase.

- Z. Permittee shall ensure at least an 85 percent survival rate. Additional plantings and or reports in subsequent years beyond the initial five (5) years may be required if an 85 percent survivability of planted species is not achieved.
- AA. For a period of at least three years, the permittee shall monitor any exceptional value wetlands under 25 Pa. Code §§ 105.17(1)(i) and 105.17(1)(ii) that are disturbed, as authorized pursuant to this permit. Monitoring reports shall be submitted to the respective DEP regional office in the spring (May 15) and fall (November 15) for the first two (2) calendar years following construction and once (November 15) in the third year. The monitoring reports shall contain information describing the wetland restoration and function and values at the time of inspection, photographs of the wetland with plans showing the location and orientation of each photograph, and a written plan to correct any deficiencies identified during the monitoring phase.
- BB. Streambank disturbance shall be minimized and stabilized with indigenous vegetation within 24 hours upon completion of final earthmoving to prevent erosion and provide cover, shading, and food source for aquatic life.

Wetland Compensatory Mitigation and Monitoring:

- CC. The permittee shall create Palustrine Forested (PFO) wetlands in accordance with their "Permittee-Responsible Compensatory Wetland Mitigation Plan" to compensate for the function and value loss associated with permanently converting 0.405 acres of PFO wetlands to Palustrine Emergent (PEM) wetlands.
- DD. The proposed compensatory wetland mitigation site in Cumberland County: The permittee shall only plant the 0.58 acres in the seasonally saturated areas identified in the Compensatory Wetland Mitigation Plan and shall not plant in the areas identified as saturated in the present condition in the Compensatory Wetland Mitigation Plan.
- EE. For at least five (5) years after the restoration activities are completed, the permittee shall monitor the compensatory mitigation sites, wetland restoration sites, streams restoration sites and floodway restoration sites. Within sixty (60) days of completing construction, the permittee shall submit "as-built" drawings for the forested wetland creation project to the DEP. Monitoring reports shall be submitted to the respective DEP Regional Office where the mitigation project(s) is(are) located at a frequency of every six (6) months for the first two (2) years after mitigation site construction and annually for three (3) years thereafter:
 - 1. The monitoring reports shall contain information describing the success of the site at the time of inspection, an inventory of the surviving plant species and percent aerial coverage, photographs of each site with plans showing the location and orientation of each of the photographs, and a written plan to correct any deficiencies identified during the monitoring phase.

PERMIT NO. E15-862

2. If the restoration sites and compensatory forest wetland enhancement sites have not achieved design objectives within the monitoring period, the permittee will undertake remedial work to assure establishment of functional wetland habitats.
- FF. Restored and enhanced habitats shall be considered successful when they meet the design objectives.
- GG. Wetland compensation construction shall occur prior to or concurrently with wetland impacts requiring compensation as authorized by this permit.
- HH. Compensatory wetland mitigation shall be started and completed within one (1) growing season from the commencement of the activities authorized by this permit. Within thirty (30) days of completing the planting plan, the permittee shall submit revised plans to the respective DEP Regional Office if as-built conditions are significantly different from the original approved plans.
- II. The permittee shall provide copies of the recorded deed restrictions or conservation easements for the compensatory wetland mitigation sites within 60) days after permit issuance. Time-stamped copies of the instruments shall be sent to the respective DEP Regional Office.

Horizontal Directional Drilling:

- JJ. The permittee shall construct and operate the Horizontal Directional Drilling (HDD) crossings at wetlands, streams and floodways in accordance with Tables 2, 3, and 4 of the Joint Permit Application (Section F, Attachments, Environmental Assessment, Attachment 11, Resource Tables) in a manner to prevent a release of drilling fluid to "Regulated waters of this Commonwealth" (RWC). The permittee shall immediately notify the Department at 866-825-0208 in the event of an Inadvertent Return occurring, and immediately activate and implement the Pollution Prevention Control Plans (PPC Plans) including the HDD Inadvertent Return Contingency Plan (IRCP), Water Supply and Karst PPC Plans to prevent any impacts to RWC and other natural resources.
- KK. The permittee shall take measures to avoid mine voids and utilities.
- LL. The permittee shall visually monitor the ground surface and within RWC generally along the path of the Horizontal Directional Drilling while drilling operations are occurring. This monitoring shall include walking, wading and use of a boat, as necessary to effectively observe and monitor for any return to the surface during all RWC crossings. If loss of circulation of drilling fluid occurs or drilling fluid pressure is lost, the permittee shall immediately investigate the drilling pathway and general surrounding area for an inadvertent return. If an inadvertent return is discovered, then drilling shall immediately cease.
- MM. Inadvertent returns that impact or discharge to streams, floodways or wetlands during the Horizontal Directional Drilling operations shall be remediated in compliance with the Inadvertent Return Contingency Plans. If clean-up operations differ from the submitted plans, prior approval from the respective DEP Regional Office will be necessary for any modifications to the Inadvertent Return Contingency Plan for additional mitigation.

- NN. HDD additives which are certified for conformance with ANSI/NSF Standard 60 (Drinking Water Treatment Chemicals - Health Effects) are deemed acceptable to DEP, when used in the manner indicated in the certification of the additive. All conditions included as part of the additive's certification should be followed. A current listing of certified drilling fluids is maintained by NSF at <http://www.nsf.org/Certified/PwsChemicals/Listings.asp?ProductFunction=Drilling+Fluid&>. Use of drilling additives certified for conformance with ANSI/NSF Standard 60 does not relieve operators from the requirement to obtain the necessary permits to conduct HDD operations. Use of certified additives does not relieve the operator of liability should an inadvertent return or other pollution of the waters of the Commonwealth occur as a result of drilling operations.

Habitat Conservation Plans and Threatened and Endangered Species Protection:

- OO. The permittee shall comply with all applicable provisions of the Habitat Conservation Plan submitted and approved by the U.S. Fish and Wildlife Service (USFWS), PA Game Commission (PGC), PA Fish and Boat Commission (PFBC) and PA Department of Conservation and Natural Resources (DCNR) to protect federal and state listed species. Provide a copy of the plan to the Department prior to initiation of any work under this permit.
- PP. The permittee shall implement the approved Habitat Conservation Plan and in accordance with all PA Game Commission approvals for the Allegheny Woodrat (*Neotoma magister*). This includes no blasting or the use of herbicide on the project or in the vicinity of the project on PA DCNR lands as identified in the PGC clearance. Provide a copy of the plan to the Department prior to initiation of any work under this permit.
- QQ. The permittee shall implement the Migratory Bird Conservation Plan approved by the USFWS. Provide a copy of the plan to the Department prior to initiation of any work under this permit.
- RR. The permittee shall implement all Avoidance Measures identified by the jurisdictional resource agencies for any threatened or endangered species or species of special concern.
- SS. The permittee shall implement the Avoidance Measures identified in Appendix A of the permit for all open trench wetland crossings in bog turtle (*Clemmys muhlenbergii*) counties identified by the USFWS as occupied, potentially occupied or adjacent habitats, unless otherwise specified by the USFWS.
- TT. The permittee shall comply with all protocols set forth by the USFWS for protection of the Rusty Patch Bumble Bee.
- UU. Prior to conducting any future maintenance activities on the pipeline or right of way which involves disturbance, the Permittee shall conduct a then current Pennsylvania Natural Diversity Inventory search, shall obtain clearance(s) for any species or resource where a potential impact is identified, provide the avoidance and mitigation plan to the Department prior to initiating such maintenance work and shall implement and adhere to all avoidance measures outlined in such clearance(s).

Seasonal Restrictions:

- VV. The permittee shall not perform any in-stream work in waters listed by the PAFBC as trout stocked streams and their tributaries between March 1 and June 15 without the prior written

approval from the Pennsylvania Fish & Boat Commission's Division of Environmental Services, 450 Robinson Lane, Bellefonte, PA 16823-9620; telephone 814.359.5147.

WW. The permittee shall not perform any in-stream work in waters listed by the Pennsylvania Fish and Boat Commission as Class A wild trout fishery streams and their tributaries between October 1 and April 1 without the prior written approval of the Pennsylvania Fish & Boat Commission's Division of Environmental Services, 450 Robinson Lane, Bellefonte, PA 16823-9620; telephone 814.359.5147.

XX. The permittee shall not perform any in-stream work in waters listed by the Pennsylvania Fish and Boat Commission's other wild trout streams or their tributaries between October 1 and December 31 without the prior written approval of the Pennsylvania Fish and Boat Commission's Division of Environmental Services, 450 Robinson Lane, Bellefonte, PA 16823-9620; telephone 814.359.5147. (In addition to those listed in the application this special condition also applies to streams S-CJ2, S-CJ3, S-CJ4. (the specific streams listed are permit specific).

YY. Other seasonal restrictions stated in the various Habitat Conservation Plans shall be complied with unless a written variance is issued by the appropriate resource agency.

Miscellaneous:

ZZ. Maintenance mowing or herbicide spraying of wetlands is not authorized by this permit. The permittee shall place and maintain signs or other demarcation around the boundary of each wetland to clearly delineate the areas where this maintenance is not authorized. The permittee shall place the signs or other demarcations when all restoration work is completed and prior to permit termination.

AAA. This permit does not convey any real property rights or interests or authorization to trespass on privately-owned riparian land. By accepting this permit, the permittee certifies that he/she holds title, easement, right or other real interest in the riparian land. Any dispute over ownership of this land is solely a matter for private litigation.

BBB. The permittee may not commence construction activities on Pennsylvania Game Commission (PGC) lands without prior written approval from PGC.

CCC. Riprap and stone used throughout the project, including the construction of causeways and coffer dams, shall be free of fines and silts, or other non-erodible material.

DDD. All temporary water withdrawal intake structures and all appurtenant works shall be removed from the watercourse, body of water, floodway, and floodplains within sixty (60) days of initial placement, unless otherwise extended in writing by the Department.

EEE. Trench plugs shall be placed at each of the following locations:

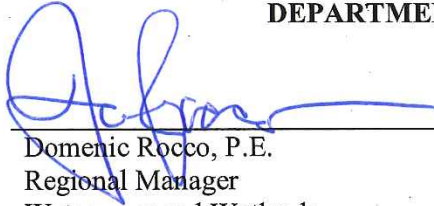
1. At ten (10) feet from the top of each bank of a stream
2. At fifty (50) feet from the top of each bank of a stream
3. At ten (10) feet from the edge of a wetland
4. At fifty (50) feet from the edge of a wetland

- FFF. Place a minimum of one (1) trench plug at a maximum spacing of 100 feet between trench plugs within a wetland. Wetland crossings less than fifty (50) feet do not require an internal trench plug.
- GGG. If during excavation, a groundwater seep is encountered, a trench plug shall be placed at ten (10) feet from each side of the seep.
- HHH. Any french drains installed as part of de-watering for construction activities shall be removed or otherwise rendered inoperable prior to final site restoration.
- III. Water pumped from any construction area shall be diverted into a sediment trap, basin, or a filter bag discharging into an appropriate vegetated filter area to prevent sediment from being discharged into any waters of the Commonwealth.
- JJJ. Open Trench Crossings: The permittee shall construct open trench pipeline crossings in dry conditions by constructing during periods of no water flow and/or by installing stream flow bypass systems (flumed or pumped) through the affected area.
1. Each crossing shall be conducted in an uninterrupted process in the shortest period of time possible. Impacts to RWC shall be avoided, to the extent practicable, and if not practicable, then minimized in accordance with the permittee's approved plans.
 2. The permittee may cross dry channels, swales and ephemeral streams without the use of stream flow bypass systems if the channel has no flow and the stream crossing and stabilization can be completed in dry conditions and within twenty-four (24) hours. Standby sandbag dams and pumps shall be located on-site and installed in the event of precipitation resulting in channel flow.
- KKK. The permittee shall cross intermittent and perennial streams through the use of trenchless methods (HDD or Direct Boring [DB]) or through the use of stream flow bypass systems. Bypass systems must stay in use until streambeds and banks are adequately stabilized. Downstream flow must be maintained during the construction.
- LLL. Depth of Pipeline in Stream Bed: The permittee shall locate all pipelines under stream beds such that there will be a minimum of three feet of cover between the top of the pipe or encasement and the lowest point in the stream bed, unless the pipeline is in rock, where a minimum cover of one foot shall be provided.
- MMM. Aids to Navigation Plan: The permittee shall implement the approved Aids to Navigation (ATON) Plan as received under the Fish and Boat Code, 30 Pa C.S. §§5121-5124, and 58 Pa Code Chapter 113.
- NNN. This permit authorizes specific impacts to *RWC* that were specifically described in the permit applications and revisions. Any proposed changes regarding the specific impacts will require a permit modification.
- OOO. Any additional impacts to *RWC*, such as temporary access roads, lay-down areas, staging areas, or temporary work spaces that have not been specifically identified in the permit application are not authorized by this permit.

PERMIT NO. E15-862

- PPP. No deviation in the construction methodology or project design that is shown on the approved drawings is authorized under this permit unless approved through an amendment by the Department.
- QQQ. This permit does not relieve the permittee of the obligation of complying with all Federal, interstate compact, State laws, regulations and standards, and local ordinances applicable to the construction, operation or maintenance of the water obstruction or encroachment.
- RRR. The permittee shall follow the measures specified in the Preparedness, Prevention, and Contingency Plan during construction.
- SSS. The permittee shall maintain a copy of the Preparedness, Prevention, and Contingency Plan is on-site at all times during construction, train all staff to use and implement this plan, and have this plan available to provide at the request of any Department inspector.

DEPARTMENT OF ENVIRONMENTAL PROTECTION



Domenic Rocco, P.E.
Regional Manager
Waterways and Wetlands

February 13, 2017

Issue Date

Re 30 (GJS17WAW)41-5a



Commonwealth of Pennsylvania
Department of Environmental Protection
Southeast Region – Field Operations
Waterways and Wetlands Program – Dams and Waterways Section

ACKNOWLEDGEMENT OF NOTIFICATION OF PERMIT CONDITIONS

Project Location: 24 Miles of SPLP Right of Way associated with a proposed transmission pipeline project extending approximately 306 miles and 255 miles in Pennsylvania between Houston Borough, Washington County, PA and Marcus Hook Borough, Delaware County, PA.

County: Chester

Township: West Nantmeal, East Nantmeal, Wallace, Upper Uwchlan, Uwchlan, West Whiteland, West Goshen, East Goshen, Westtown Townships and Elverson Borough

Gentlemen:

Acknowledgement is made that I, Matthew L. Gordon
(Permittee Name)

and _____
(Name, address, and telephone of individual responsible for supervision of work)

have been notified of and are familiar with the terms and conditions of Permit No. E15-862

issued to Sunoco Pipeline, L.P. giving its consent to install and maintain approximately 24 miles
(Permittee) (Work authorized as stated on permit)

long, of 20 inch and 16 inch pipeline and appurtenant structures.

Return to:

Department of Environmental Protection
Southeast Region
Waterways and Wetlands Program
Dams and Waterways Section
2 East Main Street
Norristown, PA 19401

(Permittee signature)

(Date)

(Signature of individual responsible for supervision of work)

(Date)



Commonwealth of Pennsylvania
Department of Environmental Protection
Southeast Region – Field Operations
Waterways and Wetlands Program – Dams and Waterways Section

WATER OBSTRUCTION AND ENCROACHMENT PERMIT COMPLETION REPORT

Project Location: 24 Miles of SPLP Right of Way associated with a proposed transmission pipeline project extending approximately 306 miles and 255 miles in Pennsylvania between Houston Borough, Washington County, PA and Marcus Hook Borough, Delaware County, PA.

County: Chester

Township: West Nantmeal, East Nantmeal, Wallace, Upper Uwchlan, Uwchlan, West Whiteland, West Goshen, East Goshen, Westtown Townships and Elverson Borough

Dear

I (We) hereby certify that the _____ Work authorized by the above referenced permit
(Work authorized by permit)

was completed on _____, in accordance with the plans approved and that all unauthorized obstructions have been removed.

Name: _____
(Type or Print)

Signature: _____

Title: _____

Firm: _____

Date: _____

Return to:

Department of Environmental Protection
Southeast Region – Field Operations
Waterways and Wetlands Program
Dams and Waterways Section
2 East Main Street
Norristown, PA 19401

NOTICE OF APPEAL RIGHTS:

Any person aggrieved by this action may appeal, pursuant to Section 4 of the Environmental Hearing Board Act, 35 P.S. Section 7514, and the Administrative Agency Law, 2 Pa.C.S. Chapter 5A, to the Environmental Hearing Board, Second Floor, Rachel Carson State Office Building, 400 Market Street, P.O. Box 8457, Harrisburg, PA 17105-8457, 717-787-3483. TDD users may contact the Board through the Pennsylvania Relay Service, 800-654-5984. Appeals must be filed with the Environmental Hearing Board within 30 days of receipt of written notice of this action unless the appropriate statute provides a different time period. Copies of the appeal form and the Board's rules of practice and procedure may be obtained from the Board. The appeal form and the Board's rules of practice and procedure are also available in braille or on audiotape from the Secretary to the Board at 717-787-3483. This paragraph does not, in and of itself, create any right of appeal beyond that permitted by applicable statutes and decisional law.

IF YOU WANT TO CHALLENGE THIS ACTION, YOUR APPEAL MUST REACH THE BOARD WITHIN 30 DAYS. YOU DO NOT NEED A LAWYER TO FILE AN APPEAL WITH THE BOARD.

IMPORTANT LEGAL RIGHTS ARE AT STAKE, HOWEVER, SO YOU SHOULD SHOW THIS DOCUMENT TO A LAWYER AT ONCE. IF YOU CANNOT AFFORD A LAWYER, YOU MAY QUALIFY FOR FREE PRO BONO REPRESENTATION. CALL THE SECRETARY TO THE BOARD (717-787-3483) FOR MORE INFORMATION.

R-10



West Goshen Township

1025 Paoli Pike
West Chester, PA 19380
Phone: (610) 696-5266
Fax: (610) 429-0616
www.westgoshen.org

**Earth Disturbance
Permit
2017-202-1**

Construction authorized by this permit must comply with Pennsylvania Act 45-1999.

Summary

Total Fees: \$2,200.00

This is to certify that Sunoco Pipeline Lp has filed an application for an Earth Disturbance Permit with the Zoning Officer of West Goshen Township. This application having been found to comply with the Zoning Ordinance of West Goshen Township and is hereby granted the right to commence work on this Earth Disturbance project.

Property Information

Tax ID: 52-1-8-U
Owner: Sunoco Pipeline Lp
Address: 1141 BOOT RD, West Chester, PA 19380
Phone: (610) 670-3284
Subdivision: **Lot Number:**

Contractor Information

Company:
Phone:

Construction Information

Acres: 3.85 **Type:** Earth Disturbance
Estimated Value: **Category:**

Description of Proposed Work

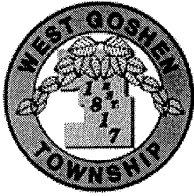
Installation of the Sunoco Pa Pipeline Project. Pipe will be installed via horizontal directional drill HDD for most of the length within West Goshen. There will be a vegetated block valve pad installed east of Rt 202 along Boot Rd. In accordance with Post Construction Stormwater Management Plan Report and Plans dated June 2, 2017 and Erosion and Sediment Control Report and Plans dated February, 2017.

Contacts

Contact Type: Applicant
Company Name: Sunoco Pipeline Lp
Full Name:
Address: 535 Fritztown Road, Sinking Springs, PA 16908 **Home Phone:**
Email: mlgordon@sunocologistics.com **Business Phone:** (610) 670-3284

Richard J.
Craig, PE, CSM
Digitally signed by: Richard J. Craig, PE, CSM
DN: CN = Richard J. Craig, PE, CSM email =
rcraig@westgoshen.org C = AD O = West
Goshen Township OU = Township Engineer
Date: 2017.06.06 10:40:02 -0500
Code Official

6 June 2017
Date



West Goshen Township

1025 Paoli Pike
West Chester, PA 19380
Phone: (610) 696-5266
Fax: (610) 429-0616
www.westgoshen.org

**Earth Disturbance
Permit
2017-202-1**

IMPORTANT

YOU ARE REQUIRED TO CALL FOR THE FOLLOWING INSPECTIONS

Call (610) 696-5266

ALLOW 24 HOURS NOTICE

1. Footing inspection: after footings are dug with chairs and rods in place and before concrete is poured.
2. Foundation inspection: before backfill is installed. Grease traps, cleanouts, foundation and roof drains must be in place; foundation coating must be applied, anchor bolts and top plate shall be installed.
3. Under-slab inspection: prior to pouring after sub-base, vapor barrier, and reinforcing materials are properly placed.
4. Framing inspection: performed after all rough-in work is complete and approved on plumbing, electrical, and mechanical systems including all fire-blocking, fire-stopping, draft-stopping and bracing are in place. Performed prior to the installation of any insulation material.
5. Insulation inspection.
6. Final inspection: performed after all construction is complete. Including but not limited to electrical, plumbing, mechanical, accessibility, fire protection systems, energy conservation, and general building. A Certificate of Occupancy is required before occupying the structure.

R-11

SPLP-000490



R-12

SPLP-000492



R-13

SPLP-000494



R-14

SPLP-000496



R-15

SPLP-000498



R-16

