

**BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION**

HIGH SWARTZ LLP

David J. Brooman, Esquire (I.D. No. 36571)

Richard C. Sokorai, Esquire (I.D. No. 80708)

Mark R. Fischer, Jr., Esquire (I.D. No. 94043)

40 East Airy Street

Norristown, PA 19404

(t) 610-275-0700

(f) 610-275-5290

dbrooman@highswartz.com

rsokorai@highswartz.com

mfischer@highswartz.com

*Attorneys for West Goshen Township*

WEST GOSHEN TOWNSHIP,  
Petitioner

v.

SUNOCO PIPELINE, L.P.,  
Respondent

:  
:  
:  
:  
:  
:  
:

Docket No. C-2017-2589346

---

**PETITION OF WEST GOSHEN TOWNSHIP FOR  
AN EX PARTE EMERGENCY ORDER AND AN INTERIM EMERGENCY  
ORDER**

Petitioner, West Goshen Township ("Township"), is seeking an Ex Parte Emergency Order and an Interim Emergency Order pending a final decision and injunction per its complaint to enforce its settlement agreement with Sunoco Pipeline, L.P. ("SPLP"). Specifically, Township seeks to prevent SPLP from violating its agreement with Township that it would locate a valve station at a particular location unless engineering constraints rendered it unable to do so. SPLP, on the apparent basis that its 1930s certificate of public necessity overrides the health, safety and welfare of the residents of Township, has been surreptitiously planning on steamrolling its way through Township, by locating and constructing pipeline facilities in locations contrary to its promises and representations in its Settlement Agreement with the

Township. Further, SPLP has not demonstrated even the slightest regard for coordination with Township regarding construction scheduling, road closures, and other construction activities.

Township is not seeking to halt all pipeline and related pipeline construction in the Township and has no issue with construction proceeding consistent with the promises and representations of SPLP. Rather, Township only seeks a halt to construction or related activities inconsistent with SPLP's promises in its Settlement Agreement regarding the location of certain facilities.

Understanding that regulation of public utilities is in the purview of the Commission, not municipalities, the Township disagrees that SPLP can do whatever it wants, however it wants, wherever it wants and whenever it wants. SPLP and the Township were before the PUC when the Settlement Agreement was reached. There are actions before the PUC that the Township could have taken, but did not, based upon SPLP's assurances in its Settlement Agreement with Township. Therefore, Township, by and through its attorneys, High Swartz LLP, respectfully files this Petition for an Interim Emergency Order pursuant to 52 Pa. Code §3.6, and in support thereof avers as follows:

**I. Introduction and Procedural History**

1. Petitioner, West Goshen Township ("Township"), seeks an Ex Parte Emergency Order pursuant to 52 Pa.Code §3.2 and an Interim Emergency Order pursuant to 52 Pa. Code § 3.6, enjoining Respondent, Sunoco Pipeline, L.P. ("SPLP"), from beginning construction of a valve and any other facilities appurtenant thereto (collectively "Valve 344") for SPLP's Mariner East 2 pipeline ("ME2") in the Township, or at any location not specifically agreed to in SPLP's Settlement Agreement with Township, until after the Pennsylvania Public Utility Commission ("Commission") issues a final order on the Township's First Amended Formal Complaint ("Amended Complaint") in this matter.

2. Township does not seek to enjoin pipeline and appurtenant facilities construction in the Township consistent with SPLP's promises and representations in its Settlement Agreement with the Township.

3. The Township's Amended Complaint seeks interpretation and enforcement of a Settlement Agreement executed by the parties ending certain PUC litigation between them. The Settlement Agreement was certified by the Secretary of the Commission as effective on June 15, 2015 ("Settlement Agreement").<sup>1</sup> A true and correct copy of the Township's Amended Complaint is attached hereto as Exhibit "1" and the allegations set forth therein are incorporated herein by reference as if set forth at length. The Settlement Agreement is attached to the Township's Amended Complaint at Exhibit "A."

4. On or about May 22, 2017 SPLP filed a Motion for Judgment on the Pleadings, to which the Township filed a Response in Opposition on or about June 12, 2017.

5. The Initial Pre-Hearing Conference in this matter occurred on July 6, 2017 before Administrative Law Judge Elizabeth H. Barnes.

## **II. Pertinent Factual Background**

6. The Settlement Agreement resolved two prior actions, one initiated by SPLP in or around March 21, 2014, under docket number C-2014-2451943, in which SPLP sought a determination of public necessity to allow it to bypass zoning regulations and provide it with the right of eminent domain related to the Mariner East 1 ("ME1") pipeline project, and the second initiated by the Concerned Citizens of West Goshen Township ("CCWGT") on or about November 7, 2014, under docket number C-2014-2451943, in which CCWGT alleged safety concerns with the proposed facilities in West Goshen Township. The Township intervened in

---

<sup>1</sup> The Settlement Agreement provides that any action to enforce any provision of the Agreement, other than the deed restriction created pursuant to the Agreement, shall be brought before the Pennsylvania Public Utility Commission. *See* Settlement Agreement at ¶ V.A.4.

the SPLP initiated proceeding. The facts set forth in the Settlement Agreement are incorporated herein by reference.

7. The Settlement Agreement had several provisions that are relevant to this Petition:

a. Township and its safety consultant (Richard Kuprewicz or “Kuprewicz”) were expressly relying on the accuracy of information provided by SPLP in reaching the Agreement (Settlement Agreement Section II.A.);

b. The Settlement Agreement applied to the entire Mariner East Project, including the existing ME1 pipeline and all other pipelines and related facilities to be owned or operated by SPLP in Township (Settlement Agreement Section II.A.1);

c. Any above ground facilities related to the Mariner East Project would be located on an existing site where other above ground facilities were located already, except one valve station, which was to be constructed on a specific location (the “SPLP Use Area”) on land adjacent to the existing SPLP facilities that was formerly owned by the Janiec family (referred to in the Settlement Agreement as the “former Janiec Tract” and referred to in this petition as the “Janiec 1 Tract”) (Settlement Agreement Section II.A.2.);

d. if SPLP was unable to construct the valve station at the designated location due to engineering constraints, it must notify the Township. (Settlement Agreement Section II.A.2);

e. that SPLP had no plans to put any other above ground facilities anywhere else in the Township as of the date of the Settlement Agreement (SPLP signed April 14, 2015) (Settlement Agreement II.A.3.);



f. Kuprewicz' safety review, based on the above facts, was incorporated into the Agreement (Settlement Agreement III.A.1);

g. Township's actions, including allowing SPLP to withdraw its petition and refraining from filing an action or injunction regarding the location of the valve station, were effective as long as SPLP constructed and operated the facilities in the Township in accordance with Sections II and III of the Settlement Agreement (Section IV.A.2.d).

8. Consistent with the above contractual provisions, throughout the negotiations resulting in the Settlement Agreement, SPLP repeatedly represented to Township and Kuprewicz, that after engineering design, if any above-ground pipeline facilities needed to be placed in the Township, such facilities would be constructed on the "SPLP Use Area." *See* Settlement Agreement (Ex. 1 at Ex. A), at Paragraph II.A.2; *see also* the Affidavits of Richard Kuprewicz, Ray Halvorsen (West Goshen Township Supervisor), Casey LaLonde (Township Manager), and Kristin Camp (Township Solicitor), copies of which are attached to the Township's Response in Opposition to SPLP's Motion for Judgment on the Pleadings, a true and correct copy of which is attached hereto as Exhibit "2."

9. The SPLP Use Area is located adjacent to an existing ME1 pump station, on the north side of Boot Road, near the US Route 202 southbound off-ramp (west of US Route 202).

10. On or about January 12, 2017, the Township received plans and other materials from SPLP relating to SPLP's application for an Erosion and Sediment Permit, which included references to SPLP's proposal to construct an above ground valve station, known as Valve 344, on an entirely separate 6.646 acre tract of property in the Township, located further south on Boot Road, near the US Route 202 northbound on-ramp (east of US Route 202) (hereinafter the "Janiec 2 Tract").

11. SPLP's intention to build Valve 344 on the Janiec 2 Tract contradicts its representations and promises to the Township throughout the negotiation of, and within the body of, the Settlement Agreement, to build any required above-ground facilities within the SPLP Use Area.

12. Disturbingly, SPLP's submissions to the Township in January 2017 indicate that SPLP had plans to place Valve 344 on the Janiec 2 Tract as early as March 26, 2015, which preceded its execution of the Settlement Agreement on April 14, 2015.

13. Contrary to the terms of the Settlement Agreement, SPLP did not provide the Township with any notice that it intended to site a valve station anywhere in the Township other than the SPLP Use Area, nor any engineering documentation concluding that SPLP cannot construct Valve 344 on the SPLP Use Area due to engineering constraints.

14. SPLP's lack of notice of the change in location of the Valve Station for almost two years from the date displayed on its secret plan, deprived Township and Kuprewicz the ability to perform a meaningful safety review and resulted in the Township filing its initial Complaint to Enforce the Settlement Agreement on or about February 17, 2017, then the Amended Complaint on or about March 30, 2017.

15. SPLP's unilateral attempt to relocate Valve 344 to the Janiec 2 Tract, without notice and engineering justification to the Township, is a material violation of the Settlement Agreement.

16. On or about June 15, 2017, while the Township's Amended Complaint remained pending, the Township received a notice from the Pennsylvania Department of Transportation ("PADOT") advising that SPLP planned lane closures on Boot Road between U.S. Route 202

and Ship Road in the Township, among other places, beginning on June 19, 2017, due to utility work that is expected to finish in early August.

17. Based upon the foregoing, and other facts set forth more fully below, the Township believes that SPLP's construction of Valve 344 on the Janiec 2 Tract is imminent.

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

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

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

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

22. Further, SPLP will no doubt argue in future proceedings that what will then be (if not now prevented) existing disturbance or construction, will weigh in favor of allowing them to

continue to put the facilities in the prohibited location for fear of causing more disruption to fix the problem.

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

24. SPLP takes the position that the public need for pipeline facilities outweighs the Township's need to assure that the public is properly prepared for and protected from the impending construction of facilities carrying highly volatile fuels through the Township.

25. Given SPLP's refusal to cooperate with the Township within which it intends to construct these volatile utility facilities, Township hereby seeks an Interim Emergency Order enjoining SPLP from beginning construction on the Janiec Tract, or anywhere else in the Township other than the SPLP Use Area, relating to Valve 344 or otherwise, until after the Commission issues a final order on the Township's Amended Complaint.

### **III. Petition for Interim Emergency Order**

26. "A petition for an interim emergency order must be supported by a verified statement of facts which establishes the existence of the need for interim 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).

27. The petitioner must establish these factors by a preponderance of evidence.

*Application of Fink Gas Co. for Approval of the Abandonment of Serv. by Fink Gas Co. to 22 Customers Located in Armstrong Cty., Pennsylvania, & the Abandonment by Fink Gas Co. of All Nat. Gas Servs. & Nat. Gas Distribution Servs.*, 2015 WL 5011629, at \*3–4 (Pa. P.U.C. Aug. 20,

2015) (citing *Samuel J. Lansberry, Inc. v. Pennsylvania Pub. Util. Comm'n*, 578 A.2d 600, 602 (Pa. Commw. Ct. 1990)).

28. The facts set forth in this Petition, establishing the criteria for an Interim Emergency Order, are supported by an affidavit executed by the Township Manager, Casey LaLonde, attached hereto as Exhibit 3 (hereinafter “LaLonde Affidavit”).

**A. The Township’s right to interim emergency relief is clear.**

29. In order to determine if the petitioner’s right to relief is clear, it is not necessary to determine the merits of a controversy; rather, the question is whether the petitioner has raised “substantial legal questions.” *Application of Fink Gas Co.*, 2015 WL 5011629, at \*3–4 (Pa.P.U.C. Aug. 20, 2015).

30. As summarized above, the Township’s Amended Complaint sets forth substantial legal questions regarding the interpretation and effect of the Settlement Agreement, which directly impact the location and construction of Valve 344 within the Township.

31. On the face of the Agreement, SPLP agreed to locate any new above-ground facilities in the Township on an existing facilities site, or in the case of Valve 344, on the identified SPLP Use Area on Janiec 1 Tract, unless engineering constraints made it unable to do so. The Township and its safety expert justifiably relied on this promise.

32. If SPLP was unable to locate the valve station on the use area due to engineering constraints, it had an express obligation to notify the Township, which it did not do.

33. To date, no justification has been provided at all as to why the valve station can not be located as agreed.

34. Rather, contrary to its material representations, SPLP had existing plans to locate the valve station on the Janiec 2 site, but the Township did not discover this until almost 2 years

later upon submission of an E&S plan by SPLP, substantially depriving the Township and its expert of any meaningful safety review.

35. SPLP generally relies on three arguments to support its position that it can construct its facilities, however, wherever and whenever it wants:

a. that all of the promises, representations and warranties set forth by SPLP in the negotiations and the Settlement Agreement, and upon which Township relied, are mere surplus with no effect on its obligations, regardless as to the express provision in the Settlement Agreement that the Township and its expert were relying on same;

b. that the Township is somehow trying to usurp the authority of the PUC even though the Township has brought this action before the PUC, that SPLP voluntarily made this agreement and representations, and even though the Parties agreed that any action to enforce the Agreement shall be brought before the PUC; and

c. that all other provisions of the Settlement Agreement should be ignored and/or given no effect, except the direct promise set forth in Section IV.A.1.a. that SPLP would not put the valve station on any part of the Janiec 1 Tract except the SPLP use area, but which specific section does not specifically reference the Janiec 2 Tract or other properties in the Township.

36. These positions have no merit as the intent of the Settlement Agreement is clear; to control the location of the valve station to the SPLP Use Area unless engineering constraints made SPLP unable to do so.

37. The paramount goal of contract interpretation is to “ascertain and give effect to the parties’ intent.” *Lyons v. Lyons*, 585 A.2d 42, 45 (Pa.Super. 1991). As explained in *Wrenfield Homeowners Ass’n, Inc. v. DeYoung*, 600 A.2d 960 (Pa.Super. 1991): Each and every

part of [the contract] must be taken into consideration and given effect, if possible, and the intention of the parties must be ascertained from the entire instrument.” In order to ascertain the intention of the parties, “the court may take into consideration the surrounding circumstances, the situation of the parties, the objects they apparently have in view, and the nature of the subject-matter of the agreement.” The court will adopt an interpretation that is most reasonable and probable bearing in mind the objects which the parties intended to accomplish through the agreement. *Wrenfield Homeowners, supra* at p. 963.

38. “Before a court will not interpret a provision in ... a contract in such a way as to lead to an absurdity or make the ...contract ineffective to accomplish its purpose, it will endeavor to find an interpretation which will effectuate the reasonable result intended. *See Laudig v. Laudig*, 624 A.2d 651, 654 (Pa.Super. 1993) *citing Pocono Manor Ass’n v. Allen*, 12 A.2d 32, 35 (1940). Further, Pennsylvania contract law prescribes that, “an interpretation will not be given to one part of the contract which will annul another part of it.” *Capek v. Devito*, 767 A.2d 1047, 1050 (Pa. 2001).

39. It would be contrary to Pennsylvania law and the clear intent of the parties to ignore the entirety of the contract and interpret one provision in a vacuum.

40. SPLP’s position that the relevant information under sections II and III of the Settlement Agreement are not binding is faulty, as in addition to the same legal principals cited above, there is clause in the Settlement Agreement that Township and its safety expert were expressly relying on the information in entering into the Agreement.

41. Further, there is nothing in the Settlement Agreement that specifies that Section II and III were mere surplus, as opposed to material and enforceable.

42. Based on the foregoing, the Township’s right to relief is clear.

**B. The Township's need for relief is immediate.**

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

44. The Township received notice on April 10, 2017 from PADOT that SPLP planned to begin utility work in the Township roads, near the area of the SPLP Use Area, in June, 2017;

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

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

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

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



49. In addition, as further evidence that the need for relief is immediate, with respect to the timing of the work:

- a. SPLP filed the E&S permit application in January 2017;
- b. The Township recently received notice from SPLP that it planned to begin utility work in the Township, near the area of the SPLP Use Area, sometime in July 2017;
- c. full construction activities have commenced on Boot Road in the adjacent Township, East Goshen
- d. Despite multiple requests, SPLP has refused to provide information about the work or work schedule; and
- e. SPLP has refused to voluntarily stay the work.

50. Therefore all information indicates that commencement of work is imminent.

51. In addition, the Township anticipates that the planned utility work by SPLP is the construction of Valve 344, the location of which is the very subject of the Township's Amended Complaint.

52. Because the construction of Valve 344 appears imminent, and there is not yet a hearing scheduled on the Township's Amended Complaint, the Township's need for interim emergency relief is immediate.

**C. The injury would be irreparable if relief is not granted.**

53. In determining the third requirement for interim emergency relief, whether an injury is irreparable, the Commission determines "whether the harm can be reversed if the request for emergency relief is not granted." Application of Fink Gas Co., 2015 WL 5011629, at \*9.

54. As set forth in the Township's Amended Complaint, the Township entered into the Settlement Agreement in reliance upon SPLP's representations that any above-ground utility

facilities relating to the ME1 or other projects in the Township would be constructed within the SPLP Use Area, adjacent to the existing SPLP facilities.

55. SPLP unilaterally and surreptitiously decided to try to locate Valve 344 on the Janiec 2 Tract, without notice to the Township or any engineering justification as required by the Settlement Agreement.

56. As evidenced by SPLP's application for an Erosion and Sediment Permit, SPLP's construction of Valve 344 will require tree clearing and soil movement at the property upon which the construction occurs.

57. Allowing SPLP to begin construction on the Janiec 2 Tract before the Commission decides the Township's Amended Complaint will result in the Janiec 2 Tract being irreparably altered, with the loss of the trees and green cover.

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

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

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

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

62. The Janiec 2 Tract is entirely green and/or tree covered. Site clearing, particularly for facilities that are not permitted on that site, would be needlessly detrimental to the Township. As discussed in the LaLonde Affidavit, the clearing and grubbing that SPLP has done in building ME2 in other parts of Chester County can only be characterized as complete destruction the Commonwealth's precious and irreplaceable natural resources.

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

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

65. The construction workers working on behalf of Sunoco have unilaterally occupied the volunteer fire department premises, without notice or permission of the Fire Department or

Township, and their activities have blocked access to the Fire Department, causing further threat of immediate and catastrophic harm to the residents of the Township.

66. In addition, prior to the Janiec 2 property being condemned on May 12, 2017, without notice to the Township, the Township had granted all entitlements necessary to develop the property with a needed housing development for the elderly, which would have provided numerous benefits to the Township including mitigation of an existing stormwater management problem from the Route 202 construction, needed road improvements to Township roads, and a reliable source of new tax revenue.

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

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

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

70. Such injury can be prevented by enjoining SPLP from beginning construction within the Township until after the Commission decides the Township's Amended Complaint.

71. Further, SPLP would no doubt argue, if allowed to begin construction, that the injunctive aspects of Township's complaint are moot, arguing that any irrevocable harm has already been suffered and that to hold otherwise would cause further harm and disruption to put the valve station in the correct location.

72. In addition, as demonstrated by the Kuperwicz report incorporated into the Settlement Agreement, there are many important safety concerns associated with such above ground facilities, which could lead to disastrous results if not managed and monitored properly.

73. By preventing any meaningful expert review of the newly proposed location, significant harm is being brought upon the residents of the Township as they are being deprived of the benefit of the review by the Township for which it bargained.

74. For these reasons, the injury to the Township would be irreparable if this petition is not granted.

**D. The relief requested is not injurious to the public interest.**

75. The Public Utility Commission has found that there are significant public benefits to be gained from enhancing delivery options for Marcellus Shale producers. *See e.g. Petition of Sunoco Pipeline, L.P. for Amendment of the Order Entered on August 29, 2013*, Docket No. P-2014-2422583 (Order entered July 24, 2014) at 7 and Petitioner does not dispute that there is significant public benefit.

76. The Township is not attempting to halt construction of the ME2 pipeline in the Township which is consistent with the Settlement Agreement. There are is significant planned construction in the Township, including on the areas currently used by SPLP, where construction can proceed even with the entry of the requested orders.

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

78. Presumably SPLP also felt the same way, for as a public utility, it also felt it appropriate to enter into the Settlement Agreement.

79. Further, the Township ensured that the Settlement Agreement cited all of the SPLP representations that it, and its safety expert, relied upon to ensure the public safety with

respect to the SPLP's plans for above-ground facilities in the Township, and agreed to withdraw any further protest to said facilities only if constructed on the SPLP Use Area in accordance with that Settlement Agreement.

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

81. Nowhere does the PUC hold, or the Settlement Agreement provide, that the public benefit of enhancing delivery options for Marcellus Shale producers is so great that a public utility can mislead a Township to lower its vigilance in protecting the health safety and welfare of its residents.

82. Now the Township is faced with impending traffic disruptions (as indicated in the aforementioned PADOT release) and natural resource destruction, all for construction at a property within the Township other than that which was anticipated and agreed upon.

83. Requiring SPLP to await construction in the Township until the Commission decides the Township's Amended Complaint is not injurious to the public interest; rather, it is necessary to protect the public interests that led to the Settlement Agreement.

84. Any small inconvenience to SPLP in delaying the construction of only a small portion of the SPLP pipeline until it is determined if SPLP should be required to honor its representations and promises in the Settlement Agreement is outweighed by the public interest of the Township, as stewards of the environment and safety of its residents, exercising its responsibility to ensure that their rights to a pristine environment under the Article I, Section 27 of the Pennsylvania Constitution are preserved and ensuring that the fire department's important

services to the community are not hindered by the total disregard for public safety demonstrated by SPLP and its contractors, particularly given that:

a. the Township is not trying to stop the ME2 pipeline from going through its Township, or trying to stop its construction consistent with SPLP's promises, but rather is merely seeking to force SPLP to construct the facilities where it promised;

b. Despite the significant amount of nonobjectionable construction that SPLP can do in the Township, the only construction activities it has commenced are those at the Janiec 2 site, indicating that SPLP is rushing to complete the objectionable work before the PUC can stop the improper conduct;

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

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

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

85. For these reasons, the Township's request for interim emergency relief is not injurious to the public interest.

**E. Need for Ex Parte Emergency Order**

86. Interim Emergency Orders must be ruled on by the presiding officer within 15 days of the filing of the Petition, 52 Pa.Code §3.7, and then only after a five day response period and a hearing within 10 days of filing the petition. 52 Pa.Code §§3.6 and 3.6(a).

87. In fact, at the July 6, 2017, prehearing conference, the filing of this Petition was discussed and a tentative date for the hearing is set for July 18, 2017.

88. However, as explained above, SPLP is now going out of its way, even to the extent of violating the Township's E&S ordinance, to perform the construction at the disputed location before the PUC can act.

89. The Interim Emergency Order provisions of the Pennsylvania Code alone are not sufficient to prevent the immediate substantial harm to life and property as set forth above.

90. Under the Code, an emergency includes a situation which presents a clear and present danger to life or property that requires action prior to the next scheduled public meeting.  
52 Pa.Code. §3.1

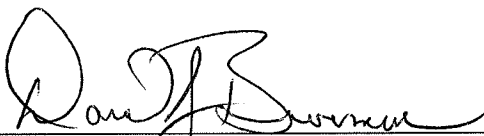
91. An emergency order is an ex parte order issued by a single Commissioner, the Commission, the Commission's Director of Operations or the Commission's Secretary in response to an emergency.

92. The immediate harm to property and Chester County natural resources set forth in this Petition and the supporting affidavit of Casey LaLonde requires an Ex-Parte Emergency Order, pursuant to 52 Pa.Code. §§ 3.1 and 3.2, to stop the immediate substantial and irreversible damage to property and natural resources, pending the hearing and order on the request for an Interim Emergency Order.

WHEREFORE, West Goshen Township respectfully requests that the Commission enter an Ex Parte Emergency Order, followed by an Interim Emergency Order enjoining SPLP from beginning any construction on the Janiec 2 Tract, related to the Janiec 2 Tract, or anywhere else in the Township other than as specifically represented in the Settlement Agreement, such as the SPLP Use Area until after the Commission issues a final order on the Township's currently pending Amended Complaint.

HIGH SWARTZ LLP



By: 

David J. Brogan, Esquire  
Richard C. Sokorai, Esquire  
Mark R. Fischer, Jr., Esquire  
Attorneys for Petitioner  
West Goshen Township

Date: July 7, 2017

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

David J. Brooman, Esquire (I.D. No. 36571)  
Richard C. Sokorai, Esquire (I.D. No. 80708)  
Mark R. Fischer, Jr., Esquire (I.D. No. 94043)  
HIGH SWARTZ, LLP  
40 East Airy Street  
Norristown, PA 19404  
(t) 610-275-0700  
(f) 610-275-5290  
[dbrooman@highswartz.com](mailto:dbrooman@highswartz.com)  
[rsokorai@highswartz.com](mailto:rsokorai@highswartz.com)  
[mfischer@highswartz.com](mailto:mfischer@highswartz.com)

*Attorneys for West Goshen Township*

WEST GOSHEN TOWNSHIP,  
*Complainant*

v.

SUNOCO PIPELINE, L.P.,  
*Respondent*

:  
:  
:  
:  
:  
:  
:

Docket No. C-2017-2589346

**CERTIFICATE OF SERVICE**

I hereby certify that on July 7, 2017, a true and correct copy of West Goshen Township's Petition for an Ex Parte Emergency Order and an Interim Emergency Order was served upon the party listed below by electronic filing, email, and U.S. Mail, first-class, postage prepaid, in accordance with the requirements of 52 Pa. Code §1.54 (relating to service by a party).

Christopher A. Lewis, Esquire  
Michael Montalbano, Esquire  
Frank Tamulonis, Esquire  
Blank Rome, LLP  
One Logan Square  
130 North 18<sup>th</sup> Street  
Philadelphia, PA 19103-6998  
Attorney for Sunoco Logistics, L.P.

Office of Trial Staff  
P.O. Box 3265  
Harrisburg, PA 17105-3265

Office of Consumer Advocate  
555 Walnut St.  
5<sup>th</sup> Floor, Forum Place  
Harrisburg, PA 17101-1923

Office of Small Business Advocate  
300 North Second St., Suite 202  
Harrisburg, PA 17101

High, Swartz, LLP

A handwritten signature in black ink, appearing to read "David J. Brooman", written over a horizontal line.

David J. Brooman, Esquire  
Richard C. Sokorai, Esquire  
Mark R. Fischer, Jr., Esquire  
Attorneys for Petitioner  
West Goshen Township

## **EXHIBIT 1**

**BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION**

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

*Attorneys for West Goshen Township*

**WEST GOSHEN TOWNSHIP,**

*Complainant*

v.

**SUNOCO PIPELINE, L.P.,**

*Respondent*

Docket No. C-2017-2589346

**NOTICE TO PLEAD**

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

File with:

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

With a copy to:

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

Dated: March 29, 2017

**BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION**

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

*Attorneys for West Goshen Township*

**WEST GOSHEN TOWNSHIP,**

*Complainant*

v.

**SUNOCO PIPELINE, L.P.,**

*Respondent*

Docket No. C-2017-2589346

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

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

1. Complainant, West Goshen Township, is a Township of the Second Class, organized and existing under the laws of the Commonwealth of Pennsylvania, with a principal place of business located at 1025 Paoli Pike, West Chester, Pennsylvania 19380 (hereinafter, the "Township").

2. Respondent Sunoco Pipeline, L.P., ("SPLP") is a public utility that owns and operates a repurposed eight inch (8") pipeline known as Mariner East 1. The pipeline is presently used to transport highly volatile liquids as that term is defined at 49 CFR §195.2,

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

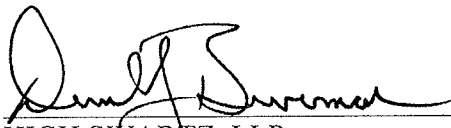
WGT except as otherwise expressly set forth in the Agreement.

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

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

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

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

A handwritten signature in black ink, appearing to read "David J. Brooman", written over a horizontal line.

HIGH SWARTZ, LLP

By: David J. Brooman, Esquire

Douglas Wayne, Esquire

Attorneys for Complainant,  
Township of West Goshen

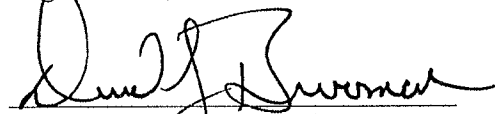
Dated: March 29, 2017

**CERTIFICATE OF SERVICE**

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

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

High Swartz, LLP

A handwritten signature in black ink, appearing to read "David J. Brooman", is written over a horizontal line.

David J. Brooman, Esquire  
Attorney for West Goshen Township

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

*Attorneys for West Goshen Township*

**WEST GOSHEN TOWNSHIP,**

*Complainant*

v.

**SUNOCO PIPELINE, L.P.,**

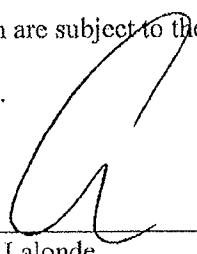
*Respondent*

Docket No. C-2017-2589346

**VERIFICATION**

I, Casey Lalonde, Township Manager of West Goshen Township, hereby states that the facts above set forth in the attached First Amended Formal Complaint to Enforce Settlement Agreement are true and correct to the best of my knowledge, information and belief, and that I expect to be able to prove the same at a hearing held in this matter.

I understand that the statements made herein are subject to the penalties of 18 Pa.C.S. § 4904 relating to unsworn falsification to authorities.

  
\_\_\_\_\_  
Casey Lalonde  
Township Manager  
West Goshen Township

Date: 3/29/17

## **EXHIBIT A**

### **SETTLEMENT AGREEMENT**



PENNSYLVANIA PUBLIC UTILITY COMMISSION

CERTIFICATE OF FILING

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

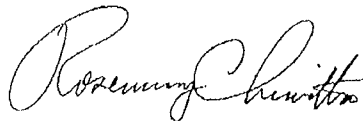
U-2015-2486071

---

BY THE COMMISSION:

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

PENNSYLVANIA PUBLIC UTILITY COMMISSION

A handwritten signature in cursive script, appearing to read "Rosemary Chivetta".

Secretary

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

**SETTLEMENT AGREEMENT**

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

**I. Background**

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

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

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

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

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

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

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

**II. Pertinent Information Provided by SPLP**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. SPLP covenants and agrees as follows:

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

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

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

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

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

2. WGT covenants and agrees as follows:

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

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

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

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

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

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

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

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



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

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

3. CCWGT covenants and agrees as follows:

- a. The members of CCWGT are identified in Appendix 6 attached hereto.
- b. CCWGT consents to the withdrawal by SPLP of the SPLP Petition now pending before the Commission and will not initiate any action or proceeding claiming that the existing or reconfigured pump station at Boot Road violates WGT's zoning or land development ordinances.
- c. For so long as SPLP offers to provide intrastate petroleum and refined petroleum products pipeline service to the public, including transportation of propane or ethane, CCWGT will not contest, dispute or protest SPLP's service for lack of public utility status in any federal, state, local or regulatory proceeding or file any lawsuit, litigation or action or join any lawsuit, litigation or action with respect thereto.
- d. Within five (5) business days after the Effective Date, CCWGT agrees to mark as satisfied and withdraw the CCWGT Complaint.
- e. As long as SPLP (i) constructs and operates facilities in WGT as described in Section II above; (ii) abides by the covenants and agreements in Section III.A.1 above; and (iii) operates in a manner consistent with the safety, design and engineering facts and information heretofore provided to WGT's consultant, CCWGT agrees that it will not file or join in any complaint against the safety of SPLP's service or facilities with the Commission or any other federal, state or local government agency or endorse or promote any protest or action filed

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

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

**V. General Provisions**

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

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

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

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

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

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

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

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

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

SUNOCO PIPELINE, L.P.

By: [Signature]

Date: 4-14-15

Attest: Kathleen Shea Bellay

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

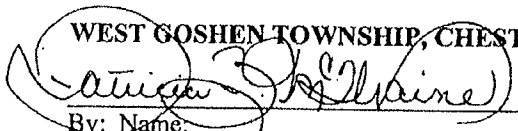
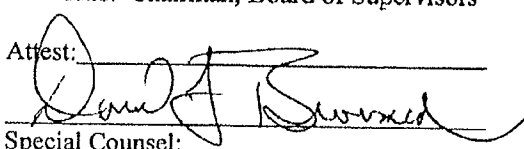
5. This Agreement shall be binding on the Parties, their successors and assigns.

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**  
  
By: Name: \_\_\_\_\_ Date: May 13, 2015  
Title: Chairman, Board of Supervisors  
Attest: \_\_\_\_\_  
  
Special Counsel: \_\_\_\_\_

**CONCERNED CITIZENS OF WEST GOSHEN TOWNSHIP**

By: Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Duly authorized representative of CCWGT  
Attest: \_\_\_\_\_  
Scott J. Rubin, Esq.  
Counsel for CCWGT

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

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

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


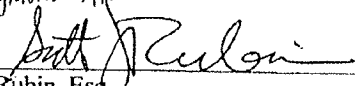
**SUNOCO PIPELINE, L.P.**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Attest: \_\_\_\_\_  
Counsel: \_\_\_\_\_

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

By: Chairman, Board of Supervisors \_\_\_\_\_ Date: \_\_\_\_\_  
Attest: \_\_\_\_\_  
Special Counsel: \_\_\_\_\_

**CONCERNED CITIZENS OF WEST GOSHEN TOWNSHIP**

By:  \_\_\_\_\_ Date: 04/11/2025  
By: Duty authorized representative of CCWGT  
Raymond Allen  
Attest:  \_\_\_\_\_  
Scott J. Rubin, Esq.  
Counsel for CCWGT

---

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

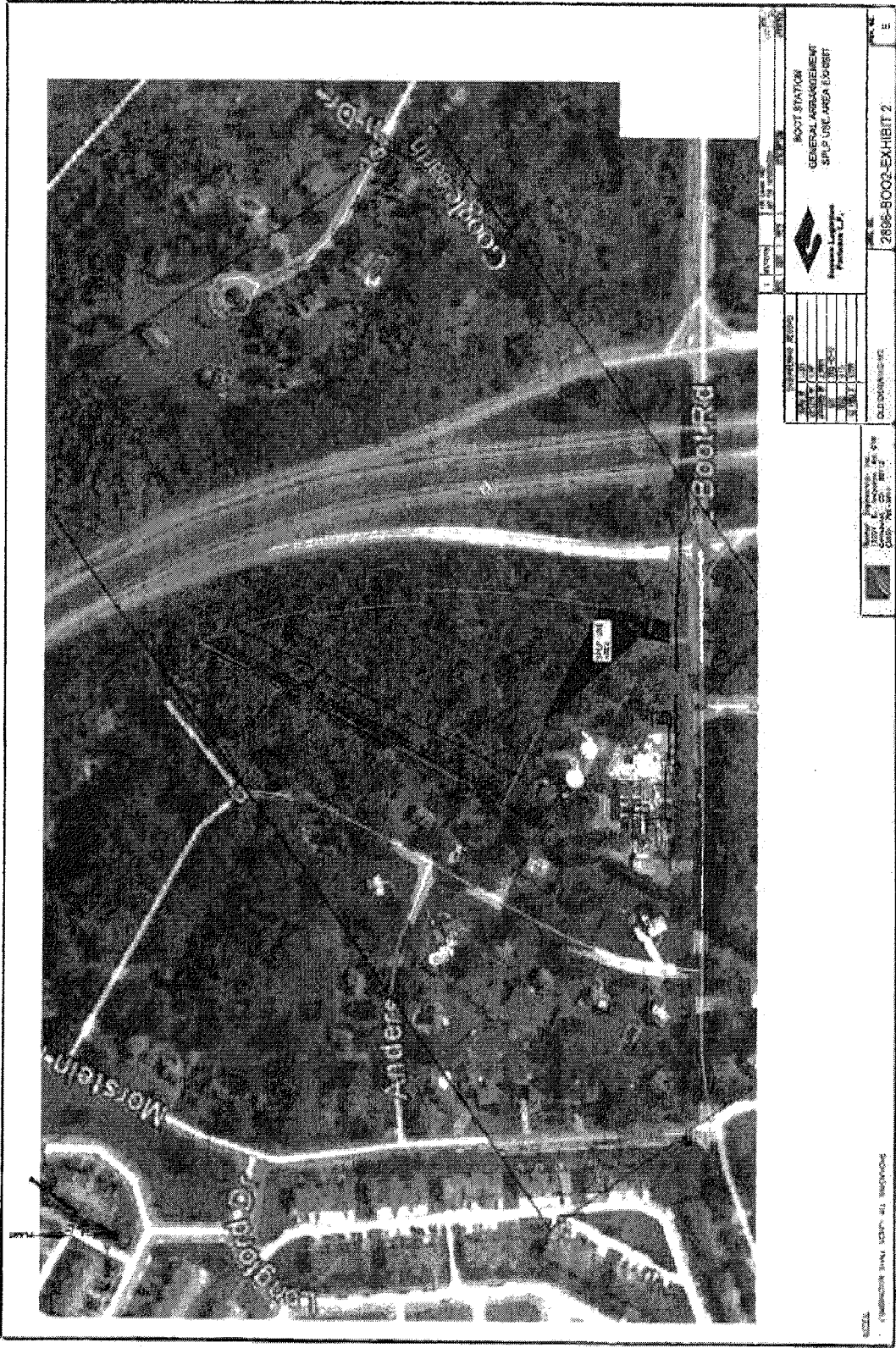
Appendices:

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

---

# **APPENDIX 1**

## **Map Showing SPLP Use Area**



|  |   |      |   |      |   |      |   |      |    |
|--|---|------|---|------|---|------|---|------|----|
| 2000   |   | 2000 |   | 2000 |   | 2000 |   | 2000 |    |
| 1  | 2 | 3    | 4 | 5    | 6 | 7    | 8 | 9    | 10 |
| BOOTH STATION<br>GENERAL AGREEMENT<br>SLP USE AREA EXIST |   |      |   |      |   |      |   |      |    |
| Prepared by<br>Parsons, Inc.                             |   |      |   |      |   |      |   |      |    |
| PROJECT NO.<br>2698-BOO2-EXHIBIT 2                       |   |      |   |      |   |      |   |      |    |

|                                |                                    |                                    |
|--------------------------------|------------------------------------|------------------------------------|
| Map<br>1000<br>Contour<br>1000 | Project<br>1000<br>Contour<br>1000 | Date<br>10/1/00<br>Contour<br>1000 |
|--------------------------------|------------------------------------|------------------------------------|

SCALE  
 1" = 100'



---

## **APPENDIX 2**

### **Map Showing Location of VCU**



## APPENDIX 3

### VCU Noise Diagram

61.3 dBA @ 46 ft

SEE DWG 2896-B002-M040400

65 dBA @ 3 ft

SEE DWG 2896-B002-M040500

5

UNDERGROUND  
PIPE EXPOSED

PIPE

UNDERGROUND  
PIPE

EXPOSED PIPE

---

## **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 192<sup>nd</sup> Dr. NE  
Redmond, WA 98074  
Ph (425) 836-4041  
Fax (425) 836-1982  
kuprewicz@comcast.net

**Date: March 6, 2015**

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

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

### **1. Introduction**

Accufacts Inc. ("Accufacts") was asked to assist West Goshen Township ("Township") in evaluating a Sunoco Pipeline L.P. ("Sunoco") pipeline project identified as Mariner East, a project to repurpose an existing 8-inch pipeline and to modify an existing pump station within the Township to reverse flow and carry highly volatile liquids, or HVLs, eastward. Accufacts provides specialized technical and safety expertise in pipeline and pump station siting, design, operation/maintenance, and regulatory requirements, especially as it relates to HVLs, a category of liquids given special definition and regulation in the federal pipeline safety regulations.<sup>1</sup> 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

---

<sup>1</sup> 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.<sup>2</sup> 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.<sup>3</sup> 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

<sup>2</sup> 49CFR§195.452 Pipeline integrity management in high consequence areas.

<sup>3</sup> 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/prove 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).<sup>4</sup> 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

<sup>4</sup> 49CFR§195.304 Test pressures.  
Accufacts Inc.



by the pipeline operator.<sup>5</sup> 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

---

<sup>5</sup> 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.<sup>6</sup> 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.<sup>7</sup>

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.

---

<sup>6</sup> 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.

<sup>7</sup> 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.<sup>8</sup> 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.<sup>9</sup> 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.

<sup>8</sup> 49CFR§195.402 Procedural manual for operations, maintenance, and emergencies.

<sup>9</sup> 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.<sup>10</sup> 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.

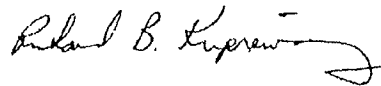
**5. Accufacts' Conclusions**

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

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

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

A handwritten signature in cursive script, reading "Richard B. Kuprewicz". The signature is written in dark ink and is positioned above the printed name.

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)

Appendix 6

|   |  |
|---|--|
| Raymond and Holly Allen<br>1244 Killern Lane <i>Yes Proxy</i>                     | Amanda and John Buffington<br>1008 E. Boot Road                            |
| Mike and Carol Burkardt<br>1246 Victoria Lane <i>CB</i>                           | <i>RV</i> Rosana I. Chiple<br>1130 Laurel Drive                            |
| Derick Deangelo<br>1256 Victoria Lane   | <i>MD</i> Marcella and Mark Denisewicz<br><i>in</i> 1312 Mary Jane Lane    |
| Keith Dickerson <i>(1142)</i><br>1212 Culbertson Circle                           | <i>JB</i> Linda Erfle<br>1237 Killern Lane                                 |
|  | Christine & Ted Frain<br>1252 Victoria Lane                                |
| Georgine Guzzi<br>1303 Anderson Ave <i>RV</i>                                     | Leonard J Iacono <i>LI</i><br>1324 Mary Jane Lane                          |
| Leonard Kelly <i>LH</i><br>1313 Mary Jane Lane                                    | Kevin and Krista Link <i>KL &amp; KL</i><br>1315 Mary Jane Lane            |
| Mark and Mary Jane Lorenz<br>1317 Mary Jane Lane                                  | <i>ESM</i> Eric and Lizann Marchetti<br><i>ESM</i> 1308 Mary Jane Lane     |
| <i>DJF</i><br><i>KN</i> Drew & Kimberly McCorkell<br>1303 Mary Jane Lane          | James & Mary Meyers <i>JM</i><br>1309 Mary Jane Lane                       |
| Steve and Lynn Moose <i>OK</i><br>1235 Hamlet Hill Dr. <i>SR</i>                  | <i>EMM</i> Erin Morelli<br>1322 Mary Jane Lane                             |
| Anthony Natale III<br>1254 Victoria Lane  | <i>M M-</i> John & Mary Nescio<br><i>J. M-</i> 1307 Mary Jane Lane         |
| Cindy & Tim Nichols <i>CR</i><br>1223 Hamlet Hill Drive <i>TN (SR)</i>            | Sharon Owen <i>PRO for Sharon Owen</i><br>1304 Mary Jane Lane <i>Proxy</i> |
| Tom Pavletich<br>1132 Laurel Drive  | Jeff Perham <i>JP (SR)</i><br>1221 Trafalgar Lane                          |
| Joseph & Deborah Radzewicz <i>JR DR</i><br>1248 Victoria Lane <i>(SR)</i>         | Phyllis Ruggiero<br>1311 Mary Jane Lane                                    |
| Masooda B. Siddiqui <i>MS</i><br>1325 Mary Jane Lane                              | Diane Watson Treon<br>1320 Mary Jane Lane                                  |
| Edna Mae Veit <i>EV</i><br>1314 Mary Jane Lane                                    |  |

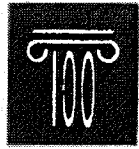
**EXHIBIT B**

**Default Letter dated 10/3/2016**

**From David Brooman, Esquire**

**To**

**Christopher Lewis, Esquire**



# HIGH SWARTZ

Attorneys At Law LLP

David J. Brooman  
(610)275-0700  
Email: [dbrooman@highswartz.com](mailto:dbrooman@highswartz.com)  
[www.highswartz.com](http://www.highswartz.com)

**VIA EMAIL and  
FIRST CLASS MAIL**

October 3, 2016

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

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

Dear Chris:

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

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

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

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

*Offices in:*  
Doylestown  
Norristown

Christopher Lewis, Esquire  
October 3, 2016  
Page 2

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

Sincerely

  
David J. Brooman

DJB:pro

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

## **EXHIBIT 2**

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

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

*Attorneys for West Goshen Township*

WEST GOSHEN TOWNSHIP,

*Complainant*

Docket No. C-2017-2589346

v.

SUNOCO PIPELINE, L.P.,

*Respondent*

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

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

**I. COUNTER-STATEMENT OF THE CASE**

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

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

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

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

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

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

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

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

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

---

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



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

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

## **II. SUMMARY OF ARGUMENT**

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

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

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

12. Pursuant to the Settlement Agreement, SPLP agreed that any valve station for any phase of the Mariner East Project which might be located within the Township would be built within a designated area within the confines of property it already owned, designated in the Settlement Agreement as the SPLP Use Area. *See* Settlement Agreement at Paragraph II.A.2. The only exception to this was that if engineering constraints did not allow SPLP to construct the valve station on the SPLP Use Area. *Id.* The SPLP Use Area is located on a larger tract of land known as the “SPLP Additional Acreage” and is therein designated as Chester County Tax Parcel No. 52-1-10.1.<sup>2</sup>

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

---

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

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

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

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

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

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

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

Motion for Judgment on the Pleadings.

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

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

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

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

### **III. ARGUMENT**

#### **A. Legal Standards to be Applied**

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

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

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

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

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

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

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

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

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

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



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

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

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

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

32. In *Ramalingham v. Keller Williams Realty Group, Inc.*, 121 A.3d 1034, 1046 (Pa.Super. 2015), the Superior Court noted:

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

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

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

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

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

34. The Settlement Agreement is divided into five Sections. Section II of the Settlement Agreement is entitled Pertinent Information Provided by SPLP. Section II.A of the Settlement Agreement includes the following statement: "WGT and CCWGT expressly rely on the accuracy of the SPLP Information in reaching this Agreement." Section II.A.2 of the Settlement Agreement states:

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

**SPLP Additional Acreage other than in the SPLP Use Area.** (Emphasis added).

35. Section II.A.3. of the Settlement Agreement states:

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

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

37. Section IV.A. of the Settlement Agreement notes that the promises, covenants and agreements reached in the Agreement were “[b]ased on the SPLP Information recited in Section II of this Agreement . . .” Section IV.A.1.a of the Settlement Agreement states, in relevant part:

Because of its existing Pump Station Facility at Boot Road, except with respect to the SPLP Use Area, SPLP covenants and agrees that it shall not construct or install any pump stations, VCUs or above-ground permanent public use facilities on the SPLP Additional Acreage for any phase of the Mariner East project. SPLP also agrees that, except for the SPLP Use Area, any use of the SPLP Additional Acreage for staging construction, laydown or other operational activity will be temporary, and SPLP will restore the surface to its former condition following the completion of such activity.

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

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

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

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

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

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

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

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

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

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

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

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

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

---

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

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

47. Prior to January 12, 2017, the Township had no reason to believe that SPLP would not honor the Settlement Agreement and construct any necessary above-ground facilities for any phase of the Mariner East project within the SPLP Use Area. However, on or about January 12, 2017, the Township received information from SPLP relating to SPLP's application for an Erosion and Sediment permit for the Mariner East 2 project. According to these materials, the Township discovered that SPLP proposed to install Valve 344 and its appurtenant facilities not in the SPLP Use Area but instead on the Janiec Tract. There is no dispute that the Janiec Tract is outside the SPLP Use Area. While the Settlement Agreement, at Paragraph II.A.2. does contemplate a remotely operated valve on the SPLP Additional Acreage, this language is limited by further language in the same paragraph stating that *"[n]othing in the Settlement Agreement constitutes an authorization or agreement for SPLP to construct the valve station in any location on the SPLP Additional Acreage other than in the SPLP Use Area"* (emphasis supplied). SPLP's proposed unilateral relocation of Valve 344 from the SPLP Use Area to the

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

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

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

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



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

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

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

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

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

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

54. Moreover, in its Motion for Judgment on the Pleadings, at page 8, paragraphs 26 to 29, SPLP does not even try to deny the Township’s claim that SPLP breached Section IV.A of the Settlement Agreement when it prepared plans in March of 2015 to place Valve 344 on the Janiec Tract. Instead, SPLP asserts that this claim is “meritless because Section IV.A contains no provision prohibiting construction or installation of above-ground permanent facilities in West Goshen Township **outside** of the SPLP Additional Acreage.” *Id.* (emphasis in original). Stripped to its essence, SPLP always planned to place Valve 344 on the Janiec Tract, but to entice the Township and CCWGT to settle, it made a representation that we would try to place

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

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

#### **IV. CONCLUSION**

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

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

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

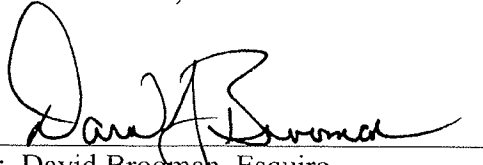
58. The Township contends that SPLP has violated the clear and unambiguous terms of the Settlement Agreement by promising to site any necessary above-ground valve facilities within the SPLP Use Area while actually always planning to site what is now known as Valve 344 and its appurtenant facilities on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

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

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

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

HIGH SWARTZ, LLP

A handwritten signature in black ink, appearing to read "David Broome", is written over a horizontal line.

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

Dated: June 12, 2017

**CERTIFICATE OF SERVICE**

I hereby certify that on this 12th day of June, 2017, I caused a true and correct copy of West Goshen Township's Answer to New Matter of Sunoco Pipeline L.P. To First Amended Complaint to Enforce Settlement Agreement, to be served upon the party listed below by electronic mail and U.S. Mail, first-class, postage prepaid, in accordance with the requirements of 52 Pa. Code §1.54 (relating to service by a party).

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

High Swartz, LLP

A handwritten signature in black ink, appearing to read "David J. Brooman", is written over a horizontal line.

David J. Brooman, Esquire  
Attorney for West Goshen Township

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

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

*Attorneys for West Goshen Township*

WEST GOSHEN TOWNSHIP,

*Complainant*

v.

SUNOCO PIPELINE, L.P.,

*Respondent*

Docket No. C-2017-2589346

AFFIDAVIT OF CASEY LaLONDE

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

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

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



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

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

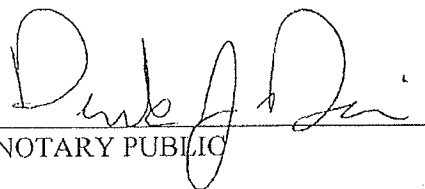
Date: June 8, 2017

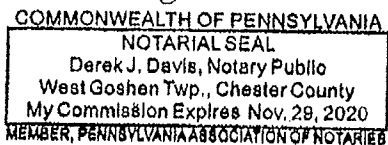
  
CASEY LaLONDE

Commonwealth of Pennsylvania

County of Chester

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

  
NOTARY PUBLIC



# **EXHIBIT A**

An aerial photograph of a residential area. The image is oriented horizontally. Several streets are visible and labeled: 'Morstein' (top left), 'Anders' (center left), 'Longford Dr' (bottom left), and 'Ecol Rd' (right side). A small building, possibly a shed or garage, is highlighted with a red rectangular box and labeled 'SUNSHINE'. The surrounding area is mostly green, indicating vegetation or trees. The image has a grainy, high-contrast appearance typical of older aerial photography.

[illegible]

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

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

*Attorneys for West Goshen Township*

WEST GOSHEN TOWNSHIP,

*Complainant*

v.

SUNOCO PIPELINE, L.P.,

*Respondent*

Docket No. C-2017-2589346

AFFIDAVIT OF RAYMOND H. HALVORSEN

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

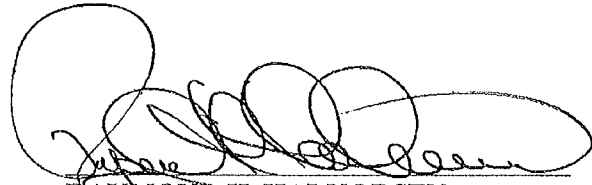
1. My name is Raymond H. Halvorsen. I am currently a member of the Board of Supervisors of West Goshen Township ("Township"). I was a member of the Township Board of Supervisors in March of 2014 when SPLP filed a Petition with the Pennsylvania Public Utility Commission requesting approval for the situation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

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

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

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

Date: June 8, 2017

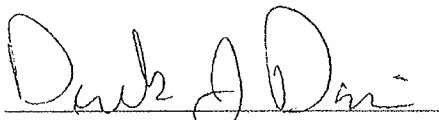


RAYMOND H. HALVORSEN

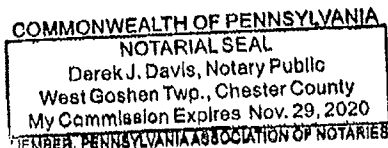
Commonwealth of Pennsylvania

County of Chester

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




NOTARY PUBLIC



# EXHIBIT A



|   |  |  |  |
|---|--|--|--|
| <br>SUN & SEA<br>PARTNERS, INC.          |  | BOOT STATION<br>GENERAL ARRANGEMENT<br>SPLP USE AREA EXHIBIT |  |
| ENGINEERING RECORD<br>DRAWN BY: LUTZ<br>CHECKED BY: TAYLOR<br>APPROVED BY: [Signature]<br>DATE: 11/15/11<br>NO. 1001 / 1000 |  | OLD DRAWING NO.<br>2896-B002-EXHIBIT 2                       |  |
| PROJECT NO.<br>12221 L<br>12221 L<br>(503) 733-5511   |  | SHEET NO.<br>112   |  |

NOTES

1. CONTRACTOR SHALL VERIFY ALL DIMENSIONS.



BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

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

*Attorneys for West Goshen Township*

WEST GOSHEN TOWNSHIP,

*Complainant*

v.

SUNOCO PIPELINE, L.P.,

*Respondent*

Docket No. C-2017-2589346

AFFIDAVIT OF KRISTIN S. CAMP, ESQUIRE

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

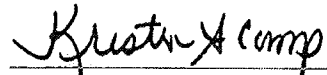
1. My name is Kristin S. Camp. I am currently a partner at Buckley Brion McGuire & Morris LLP, who is the appointed Solicitor for West Goshen Township ("Township"). My firm served as Township Solicitor in March of 2014 when SPLP filed a Petition with the Pennsylvania Public Utility Commission requesting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

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

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

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

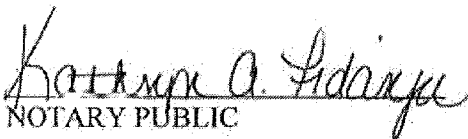
Date: June 8<sup>th</sup>, 2017

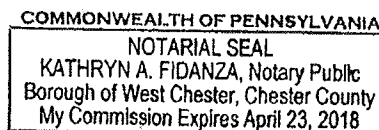
  
KRISTIN S. CAMP, ESQUIRE

Commonwealth of Pennsylvania

County of Chester

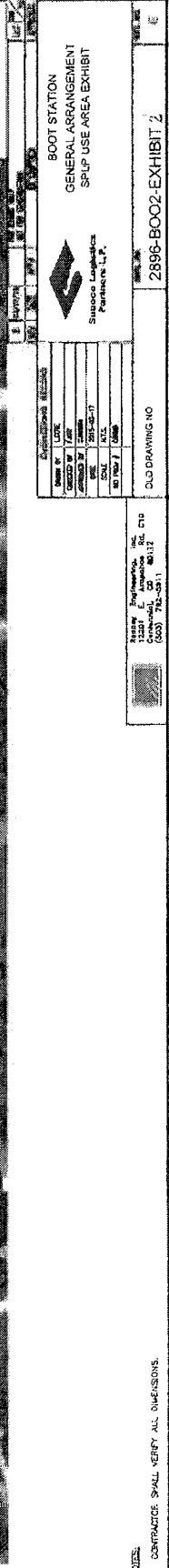
On this 8<sup>th</sup> day of June, 2017, before me personally appeared Kristin S. Camp, to me known to be the person named in and who executed the above document and acknowledged that she executed the same as her own free act and deed.

  
NOTARY PUBLIC



# **EXHIBIT A**

1474-



1 CONTRACTOR SHALL VERIFY ALL DIMENSIONS.

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

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

*Attorneys for West Goshen Township*

**WEST GOSHEN TOWNSHIP,**

*Complainant*

v.

**SUNOCO PIPELINE, L.P.,**

*Respondent*

Docket No. C-2017-2589346

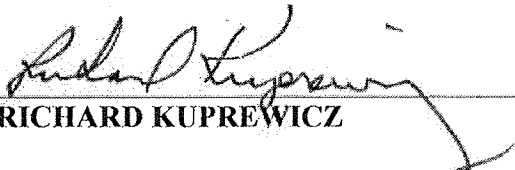
**AFFIDAVIT OF RICHARD KUPREWICZ**

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

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

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

Date: June 7, 2017

  
RICHARD KUPREWICZ

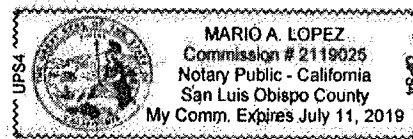
State of California

County of San Luis Obispo

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

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

  
NOTARY PUBLIC





## EXHIBIT A

## **Curriculum Vitae.**

**Richard B. Kuprewicz**

8040 161<sup>st</sup> Ave NE, #435  
Redmond, WA 98052

Tel: 425-802-1200 (Office)

E-mail: kuprewicz@comcast.net

---

**Profile:**

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

---

**Employment:**

**Accufacts Inc.**

**1999 – Present**

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

**Position:** President

**Duties:**

- > Full business responsibility
- > Technical Expert

**Alaska Anvil Inc.**

**1993 – 1999**

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

**Position:** Process Team Leader

**Duties:**

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

**ARCO Transportation Alaska, Inc.**

**1991 - 1993**

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

**Position:** Senior Technical Advisor

**Duties:**

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

**ARCO Transportation Co.**

**1989 – 1991**

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

**Position:** Manager Gas Pipeline Projects

**Duties:**

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

**Four Corners Pipeline Co.****1985 – 1989**

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

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

**Arco Product CQC Kiln****1985**

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

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

**Arco Products Co.****1981 - 1985**

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

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

**Arco Products Co.****1977 - 1981**

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

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

**Arco Products Co.****1973 - 1977**

Operating Supervisor and Process Engineer for various major refinery complexes.

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

---

**Qualifications:**

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

Committee members are appointed by the Secretary of Transportation.

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

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

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

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

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

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

**Education:**

MBA (1976)

BS Chemical Engineering (1973)

BS Chemistry (1973)

Pepperdine University, Los Angeles, CA

University of California, Davis, CA

University of California, Davis, CA

---

#### **Publications in the Public Domain:**

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

- Redoubt Volcano threat to the Drift River Oil Terminal," prepared for Cook Inletkeeper by Richard B. Kuprewicz, dated April 3, 2009.
19. "Observations on the Keystone XL Oil Pipeline DEIS," prepared for Plains Justice by Richard B. Kuprewicz, dated April 10, 2010.
  20. "PADD III & PADD II Refinery Options for Canadian Bitumen Oil and the Keystone XL Pipeline," prepared for the Natural Resources Defense Council (NRDC), by Richard B. Kuprewicz, dated June 29, 2010.
  21. "The State of Natural Gas Pipelines in Fort Worth," prepared for the Fort Worth League of Neighborhoods by Richard B. Kuprewicz, President of Accufacts Inc., and Carl M. Weimer, Executive Director Pipeline Safety Trust, dated October, 2010.
  22. "Accufacts' Independent Observations on the Chevron No. 2 Crude Oil Pipeline," prepared for the City of Salt Lake, Utah, by Richard B. Kuprewicz, dated January 30, 2011.
  23. "Accufacts' Independent Analysis of New Proposed School Sites and Risks Associated with a Nearby HVL Pipeline," prepared for the Sylvania, Ohio School District, by Richard B. Kuprewicz, dated February 9, 2011.
  24. "Accufacts' Report Concerning Issues Related to the 36-inch Natural Gas Pipeline and the Application of 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 National Energy Board (NEB).
52. Accufacts Report, "A Review, Analysis and Comments on Engineering Critical Assessments as proposed in PHMSA's Proposed Rule on Safety of Gas Transmission and Gathering Pipelines," prepared for Pipeline Safety Trust by Richard B. Kuprewicz, dated May 16, 2016.
53. Accufacts' Report on Atmos Energy Corporation ("Atmos") filing to the Mississippi Public Utilities Staff, "Accufacts Review of Atmos Spending Proposal 2017 – 2021 (Docket N. 2015-UN-049)," prepared by Richard B. Kuprewicz, dated August 15, 2016.
54. Accufacts Report, "Accufacts Review of the U.S. Army Corps of Engineers (USACE) Environmental Assessment (EA) for the Dakota Access Pipeline ("DAPL")," prepared for Earthjustice by Richard B. Kuprewicz, dated October 28, 2016.
55. Accufacts' Report on Mariner East 2 Expansion Project Affecting West Goshen Township, dated January 6, 2017, to Township Manager of West Goshen Township, PA, and prepared by Richard B. Kuprewicz.



## EXHIBIT B

An aerial photograph of a residential area, likely from Google Earth. The image shows a large, dark-roofed house with a prominent chimney. A swimming pool is visible in the foreground, surrounded by a light-colored deck. The property is bordered by a road labeled 'Boyl Rd' on the right. Other roads visible include 'Anders', 'Morse', and 'Langford Dr'. The surrounding area is densely wooded with trees. The text 'Google Earth' is visible in the upper right corner, and 'Boyl Rd' is written vertically on the right side. Other labels like 'Anders' and 'Morse' are also present, indicating nearby streets.

1. CONTRACTOR SHALL VERIFY ALL DIMENSIONS.

[illegible]

Rooney Engineering, Inc.  
1220 E. Arapahoe Rd.  
Centennial, CO 80112  
(303) 792-5911

## **EXHIBIT 3**

**BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION**

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

*Attorneys for West Goshen Township*

**WEST GOSHEN TOWNSHIP,**

*Complainant*

v.

**SUNOCO PIPELINE, L.P.,**

*Respondent*

Docket No. C-2017-2589346

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

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

**I. Position with Township**

1. My name is Casey LaLonde. I am currently the Township Manager of West Goshen Township ("Township"). I was Township Manager in March of 2014 when Sunoco Pipeline, LP ("SPLP") filed a Petition with the Pennsylvania Public Utility Commission requesting approval for the situation and construction of a building on property owned by SPLP

near Boot Road in West Goshen Township to house facilities related to a proposed pumping station for the Mariner East 1 pipeline (the “Litigation”).

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

2. On behalf of the Township, I was involved in the negotiations that led to the Settlement Agreement that resolved SPLP’s Petition as referenced in Paragraph 1. A copy of the Settlement Agreement, executed by all Parties, is attached as Exhibit A.

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

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

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

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

4. One of the Township’s purposes in entering into the Settlement Agreement was to protect the safety and property rights of its residents. Establishing with engineering precision, on plans prepared by SPLP consultants, the potential location of facilities appurtenant to the Mariner East pipeline was a central goal of the Township.

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

6. My understanding of the Settlement Agreement was that SPLP agreed that any valve station which might be located within the Township would be built within a designated area within the confines of property designated in the Settlement Agreement as the SPLP Use Area. The only exception to this designated area was if engineering constraints prevented SPLP from constructing the valve station on the SPLP Use Area. The SPLP Use Area is located on a larger tract of land known in the Settlement Agreement as the “SPLP Additional Acreage” (See Settlement Agreement II.A.2 and is designated Chester County Tax Parcel No. 52-1-10.1(also referred to as the “former Janiec Tract” in the Settlement Agreement (hereinafter the “Janiec 1 Tract”).

7. As of May and June of 2015, I was unaware that SPLP planned or proposed placing a valve and its appurtenant facilities on the parcel of land identified as Tax Parcel No. 52-3-60 (“Janiec 2 Tract”), located on an entirely separate parcel of land on the opposite side of Route 202, or on any location in the Township other than on the SPLP Use Area. A valve on any property in the Township other than the existing facilities site and the small area adjacent to it is contrary to the promises and representations made by SPLP in the Settlement Agreement, unless SPLP could demonstrate that engineering constraints prevented it from placing the valve on the SPLP Use Area.

8. My understanding as of 2015 was that the pump station, the vapor combustion unit (or VCU) (required for ME1 and the subject of the prior PUC litigation between the Township and SPLP) and all accessory and appurtenant above-ground facilities associated with all phases of the Mariner East Project would be maintained within the present active site, Parcel No. 52-1-8-U, on which the existing Boot Road Pump Station currently operates and is known as the SPLP Existing Site. The exception to this was that a remote operated valve station, if needed after final engineering design, would be constructed on SPLP's adjacent 4.42 acre property, designated Parcel No. 52-1-10.1, known as the SPLP Additional Acreage. The proposed location of this valve station on the SPLP Additional Acreage is depicted on the map attached to this affidavit as Exhibit A and is designated the SPLP Use Area. This is the same map that is attached to the Settlement Agreement as Appendix 1.

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

10. In the Settlement Agreement, the Township never intended to agree or acquiesce to the siting of Valve 344 and its appurtenant facilities anywhere in the Township outside of the SPLP Use Area. The Township fully expected that any new above-ground facilities, if any, would be constructed solely on the SPLP Use Area.

11. In reviewing what was then the proposed Settlement Agreement, I considered all Sections of the Settlement Agreement to be material and fully enforceable. I relied on the representations made by SPLP throughout the Settlement Agreement, including but not limited



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

12. The first time I, or anyone at the Township, became aware of SPLP's plans to locate valve and appurtenant facilities on the Janiec 2 Tract was on or about January 12, 2017, when SPLP supplied the Township with documentation concerning SPLP's application for an Erosion and Sediment Permit. Documents contained within the Erosion and Sediment Permit application indicated that SPLP had planned to locate a pipeline valve and appurtenant facilities on the Janiec 2 Tract as far back as March 2015, even before it had executed the Settlement Agreement making contrary representations and promises. Prior to receipt of these documents by the Township, I was unaware that SPLP intended to site Valve 344 and its appurtenant facilities on the Janiec 2 Tract and not the SPLP Use Area.

13. To my knowledge and belief, SPLP has never supplied the Township with any engineering or other documents that might support a contention that Valve 344 and its appurtenant facilities cannot be built within the SPLP Use Area due to engineering constraints.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Date: July 7, 2017



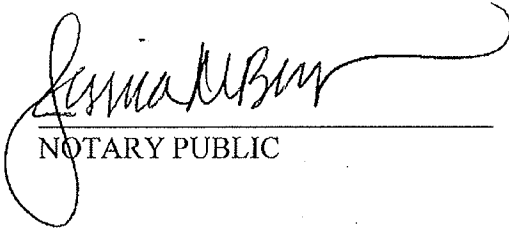
---

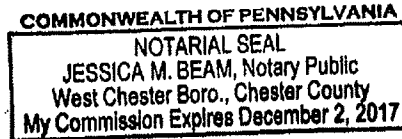
CASEY LaLONDE

Commonwealth of Pennsylvania

County of PHILADELPHIA

On this 7<sup>th</sup> day of July, 2017, before me, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared Casey LaLonde, known to me to be the person named in and who executed the above document, and acknowledged that he executed the same as his own free act and deed.

  
\_\_\_\_\_  
NOTARY PUBLIC





## **EXHIBIT A**

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

**SETTLEMENT AGREEMENT**

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

**I. Background**

A. On March 21, 2014, Sunoco filed a Petition with the Pennsylvania Public Utility Commission ("Commission") requesting, inter alia, approval for the 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.**

By: [Signature]

Date: 4-14-15

Attest: Kathleen Shea Bailey

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

By: Name: \_\_\_\_\_

Title: Chairman, Board of Supervisors

Date: May 13, 2015

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

**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: \_\_\_\_\_

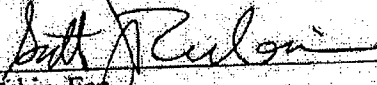
Attest: \_\_\_\_\_

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

**CONCERNED CITIZENS OF WEST GOSHEN TOWNSHIP**

By:  \_\_\_\_\_  
Raymond Allen  
Duly authorized representative of CCWGT

Date: 04/11/2025

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**

An aerial photograph of a residential area. The image is oriented horizontally. At the top, a road is labeled 'Google earth'. Below it, a large, dark, irregularly shaped building complex is visible. To the left of this complex, a road is labeled 'Morstein'. To the right, a road is labeled 'Anders'. Further right, a road is labeled 'Longford'. At the bottom, a road is labeled 'Bould'. The image is a high-contrast, black and white aerial view, likely from a satellite or drone. The building complex in the center has several smaller structures and what appears to be a parking area. The surrounding area is mostly open land with some scattered trees and smaller buildings. The overall quality is grainy and high-contrast, typical of older satellite imagery.

[illegible]


CONNECTION SHALL VERIFY ALL DIMENSIONS



## **APPENDIX 2**

**Map Showing Location of VCU**



|   |  |   |  |   |
|---|--|---|--|---|
| <b>COORDINATE RECORD</b><br>DATE: _____<br>TIME: _____<br>DRAWN BY: _____<br>CHECKED BY: _____<br>SCALE: 1" = 30'<br>SHEET NO. / TOTAL: _____ / _____ |  | <b>BOOT STATION</b><br><b>GENERAL ARRANGEMENT</b><br><br>Science Logistics<br>Partners, L.P. |  | DATE: _____<br>BY: _____<br>CHECKED BY: _____ |
| OLD DRAWING NO. _____   |  | 2895-BC02-EXHIBIT 1   |  | ET  |

NOTE:  
1. CONTRACTOR SHALL VERIFY ALL DIMENSIONS.

# **APPENDIX 3**

## **VCU Noise Diagram**

61.3 dBA @ 46 ft

SEE DWG 2896-B002-M040400

85 dBA @ 3 ft

15'-1" 28'-10"

F.V.

28'-0" F.V.

FIELD VERIFY

71'-5"

FLARE  
55'-0" FIELD VERIFY

UNDERGROUND  
DIP HEADER

5

42'-9"

PROPERTY LIMITS

EXISTING 12"  
RECEIVER

SEE DWG 2896-B002-M040500

**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 192<sup>nd</sup> Dr. NE  
Redmond, WA 98074  
Ph (425) 836-4041  
Fax (425) 836-1982  
kuprewicz@comcast.net

Date: March 6, 2015

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

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

**1. Introduction**

Accufacts Inc. ("Accufacts") was asked to assist West Goshen Township ("Township") in evaluating a Sunoco Pipeline L.P. ("Sunoco") pipeline project identified as Mariner East, a project to repurpose an existing 8-inch pipeline and to modify an existing pump station within the Township to reverse flow and carry highly volatile liquids, or HVLs, eastward. Accufacts provides specialized technical and safety expertise in pipeline and pump station siting, design, operation/maintenance, and regulatory requirements, especially as it relates to HVLs, a category of liquids given special definition and regulation in the federal pipeline safety regulations.<sup>1</sup> 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

<sup>1</sup> 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.<sup>2</sup> 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.<sup>3</sup> 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

<sup>2</sup> 49CFR§195.452 Pipeline integrity management in high consequence areas.

<sup>3</sup> 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).<sup>4</sup> 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

<sup>4</sup> 49CFR§195.304 Test pressures.  
Accufacts Inc.



by the pipeline operator.<sup>5</sup> 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

<sup>5</sup> 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.<sup>6</sup> 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.<sup>7</sup>

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.

<sup>6</sup> 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.

<sup>7</sup> 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.<sup>8</sup> 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.<sup>9</sup> 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.

<sup>8</sup> 49CFR§195.402 Procedural manual for operations, maintenance, and emergencies.

<sup>9</sup> 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.<sup>10</sup> 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.

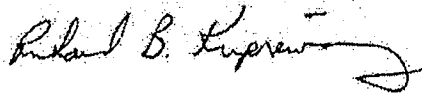
#### **5. Accufacts' Conclusions**

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

<sup>10</sup> 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**



Appendix 6

**Members of Concerned Citizens of West Goshen Township**

(All addresses are in West Chester, PA 19380)

Raymond and Holly Allen  
1244 Killern Lane

*Yes Proxy*

Amanda and John Buffington  
1008 E. Boot Road

Mike and Carol Burkardt  
1246 Victoria Lane

*CB*

*RV* Rosana I. Chiple  
1130 Laurel Drive

Derick Deangelo  
1256 Victoria Lane

*MD* Marcella and Mark Denisevicz  
1312 Mary Jane Lane

Keith Dickerson  
1212 Culbertson Circle

*11/11/10*

*SR* Linda Erfle  
1237 Killern Lane

[REDACTED]

Christine & Ted Frain  
1252 Victoria Lane

Georgine Guzzi  
1303 Anderson Ave

*GR*

Leonard J Iacono  
1324 Mary Jane Lane

*LI*

Leonard Kelly  
1313 Mary Jane Lane

*LM*

Kevin and Krista Link  
1315 Mary Jane Lane

*KL # KL*

Mark and Mary Jane Lorenz  
1317 Mary Jane Lane

*EM*

Eric and Lizann Marchetti  
1308 Mary Jane Lane

Drew & Kimberly McCorkell  
1303 Mary Jane Lane

*DMC*

James & Mary Meyers  
1309 Mary Jane Lane

*JM*

Steve and Lynn Moose  
1235 Hamlet Hill Dr.

*SR*

*EM*

Erin Morelli  
1322 Mary Jane Lane

Anthony Natale III  
1254 Victoria Lane

John & Mary Nescio  
1307 Mary Jane Lane

Cindy & Tim Nichols  
1223 Hamlet Hill Drive

*GR*

*SM*

Sharon Owen  
1304 Mary Jane Lane

*PROX for Sharon Owen*

Tom Pavletich  
1132 Laurel Drive

Jeff Perham  
1221 Trafalgar Lane

*JP (SR)*

Joseph & Deborah Radzewicz  
1248 Victoria Lane

*JR DR (SR)*

Phyllis Ruggiero  
1311 Mary Jane Lane

Masooda B. Siddiqui  
1325 Mary Jane Lane

*MS*

Diane Watson Treon  
1320 Mary Jane Lane

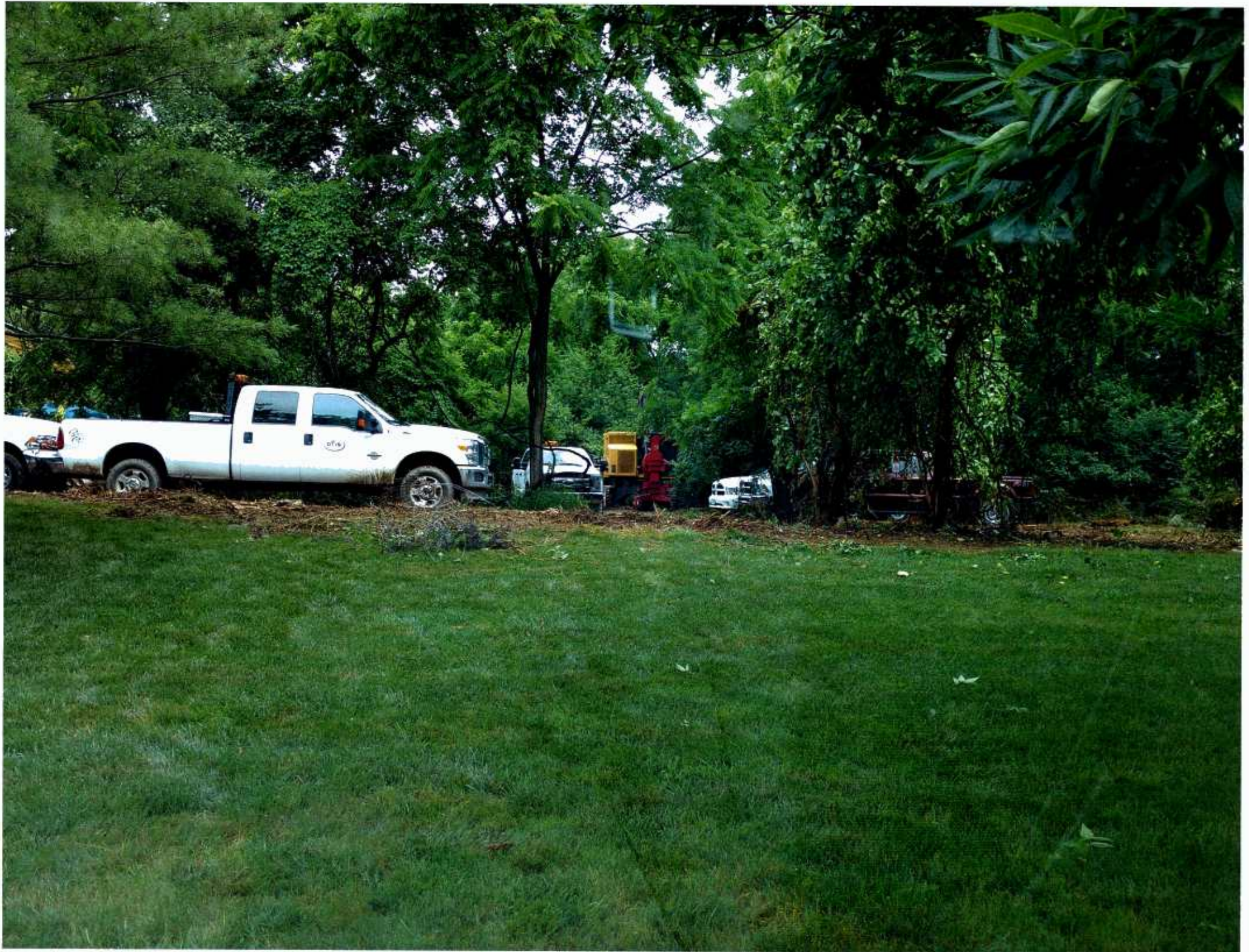
Edna Mae Veit  
1314 Mary Jane Lane

*EV*

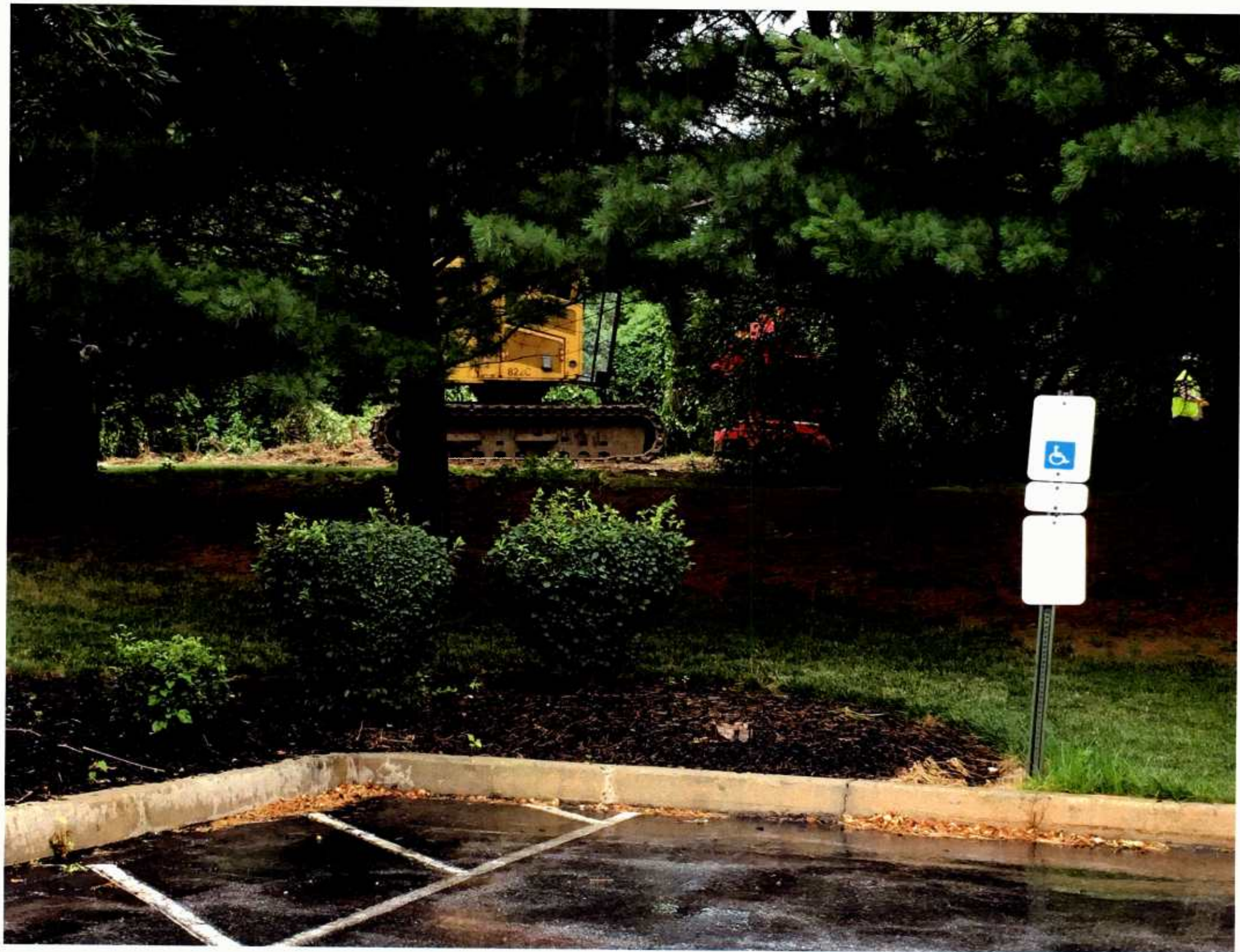
## **EXHIBIT B**

































## EXHIBIT C

**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](http://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](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:**  
(COPY ATTACHED)

General Liability

☐

Workers Compensation

☐

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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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.westgoshe.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

Digitally signed by: Richard J. Craig, PE, CSM  
DN: CN = Richard J. Craig, PE, CSM email =  
rcraig@westgoshe.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](http://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.

## **EXHIBIT D**

## Chapter 69

### SOIL EROSION AND SEDIMENT CONTROL

- |   |   |
|---|---|
| § 69-1. Purpose.  | § 69-9. Regulations.                          |
| § 69-2. Title.  | § 69-10. Inspections.                         |
| § 69-3. Definitions.                                    | § 69-11. Revocation or suspension of permit.  |
| § 69-4. Activities requiring permit.                    | § 69-12. Permit expiration and renewal.       |
| § 69-5. Activities not requiring a permit.              | § 69-13. Performance bond.                    |
| § 69-6. Forest management plans.                        | § 69-14. Remedies.                            |
| § 69-7. Permit application procedure.                   | § 69-15. Violation and enforcement provision. |
| § 69-8. Inspection and permit fees and permit approval. |   |

[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.

Subdivision of land — See Ch. 72.

Stormwater management — See Ch. 71.

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

forestry program accredited by the Society of American Foresters. **[Added 3-24-1987 by Ord. No. 3-1987]**

**BASAL AREA** — The cross-sectional trunk area of a tree at a height of 4 1/2 feet above ground level. **[Added 3-24-1987 by Ord. No. 3-1987]**

**BEDROCK** — The solid, undisturbed rock in place either at the ground surface or beneath surface soil deposits.

**BORROW PIT** — An open pit from which soil is excavated as a single incident for use at a single construction site.

**BREAST HEIGHT** — A height 4 1/2 feet above ground level. **[Added 3-24-1987 by Ord. No. 3-1987]**

**DESIGN STORM** — A storm with a one-hundred-year frequency.

**DEVELOPMENT** — Any subdivision or land development or any alteration of land not for agricultural or conservation purposes which includes earthmoving, filling or stripping on a tract of one or more acres, including but not limited to road construction, utility installation, public, commercial or industrial facility construction, mining and quarrying and water resource management.

**EARTHMOVING** — Any activity by which soil or bedrock is cut into, quarried, displaced or relocated, including, but not limited to, construction, mining, timber harvesting and grubbing. Also called "earth disturbance." **[Amended 3-10-2004 by Ord. No. 3-2004]**

**EROSION** — The process by which soil and bedrock are worn away by the action of wind, water, climate and other natural elements.

**EXISTING GRADE** — The vertical elevation of the ground surface prior to earthmoving or filling.

**FILL** — A deposit of soil or other materials placed by man.

**FINISHED GRADE** — The final vertical elevation of the ground after development.

**FOREST MANAGEMENT PLAN** — A comprehensive plan which shall set forth the objectives, scope and manner of the contemplated tree harvesting operation, the anticipated short- and long-term effects of the harvesting operation on the quantity and composition of the vegetation, including trees, in the area of the tree harvesting operation and such other information as may be required pursuant to § 69-6. **[Added 3-24-1987 by Ord. No. 3-1987]**

**GRADING PERMIT** — The permit required to be issued prior to the disturbance of the topography and vegetation of land in connection with the conduct of activities regulated by this chapter.

**INTERIOR AREAS** — Those areas on a property which are more than 50 feet distant from all of the boundary lines of a lot. **[Added 3-24-1987 by Ord. No. 3-1987]**

**LOT** — Any tract or parcel of land. **[Added 3-24-1987 by Ord. No. 3-1987]**

**NATURAL GROUND SURFACE** — The ground surface in its original state before any earthmoving, filling or stripping.

**OPEN PIT MINING** — The continuing or recurring removal of material from below the ground surface by open excavation.

**PERMIT** — A grading permit.

**PERSON** — Any individual, corporation, partnership, joint venture, unincorporated association, municipal corporation or agency within the Commonwealth of Pennsylvania or any combination thereof.

**SEDIMENT** — Earth and rock in suspension in water or settled out of water as a deposit on land or on beds of bodies of water.

**SEDIMENTATION** — The process by which sediment is deposited.

**SITE** — Any lot or parcel of land or combination of contiguous lots or parcels of land under single and separate ownership where earthmoving, filling or stripping is, was or will be performed.

**SOIL** — All earth material of whatever origin that overlies bedrock.

**SOIL EROSION AND SEDIMENT CONTROL PLAN** — A plan of a system of coordinated devices to prevent the dislocation in transportation of the soil during periods of earthmoving, development or stripping.

**STORMWATER MANAGEMENT PLAN** — A plan for controlling water runoff so that it will not cause erosion or flooding and for minimizing the effects of impervious areas on water runoff.

**STRIPPING** — The removal of the natural ground surface, including vegetation and/or topsoil.

**TOPOGRAPHY** — The physical features of a site, place or region.

**TOWNSHIP** — The Township of West Goshen.

**TREE HARVESTING OPERATION** — The uprooting or removal of trees for the purpose of allowing or encouraging the natural regeneration or preservation of a tree stand on a lot which has a gross area, prior to any subdivision or land development, of more than three acres. This term shall not include the removal of up to four trees per acre from any lot. **[Added 3-24-1987 by Ord. No. 3-1987]**

**VEGETATION** — The plants located on a site or in an area or region.

**WATERCOURSE** — Any natural or artificial swale, stream, channel, drain or culvert in which water flows continuously or intermittently. Such term shall include, but not be limited to, a channel, creek, ditch, drain, dry run and stream. **[Amended 3-10-2004 by Ord. No. 3-2004]**

**§ 69-4. Activities requiring permit.**

The regulations established in this section shall apply to any person engaged in activities which disturb the topography and vegetation of land:

- A. It is unlawful for any person to do any site work in conjunction with development, including but not limited to stripping, grading, earthmoving, filling and establishment of open pit mines or borrow pits, for any purpose without first securing a grading permit.
- B. It is unlawful for any person to pave, fill, strip or change the existing grade of any land without first securing a grading permit.
- C. It is unlawful for any person to disturb, modify, block, divert or affect the natural overland or subsurface flow of stormwater without first securing a grading permit.
- D. It is unlawful for any person to construct, erect or install any dam, ditch, culvert, drainpipe, bridge or other structure or obstruction affecting the drainage of any premises without first securing a grading permit.
- E. It is unlawful for any person to engage in any forestry or tree harvesting operation on a lot without first submitting a forest management plan and securing a grading permit. [Added 6-11-1985 by Ord. No. 8-1985; amended 3-24-1987 by Ord. No. 3-1987; 5-9-2001 by Ord. No. 6-2001]
- F. It is unlawful for any person to harvest, clear away or remove any living tree having a caliper of four inches or greater at breast height without first securing a permit. No permit shall be approved for such purpose, except as authorized by the Township Building Inspector pursuant to § 69-7 of this chapter. However, no permit shall be required when none of the activities described in Subsections A, B, C, D and E of this section are involved and: [Added 3-24-1987 by Ord. No. 3-1987]
  - (1) The concerned lot has a gross area prior to any subdivision or land development of three acres or less; or
  - (2) For the annual removal of up to four trees per acre on any lot.

**§ 69-5. Activities not requiring a permit.**

No permit shall be required in the following instances:

- A. Any activity for which a grading permit or equivalent must be obtained from any agency of the Commonwealth of Pennsylvania.
- B. Normal agricultural operations.
- C. Any developed residential lot where the following conditions are met:
  - (1) The aggregate area to be stripped does not exceed 5,000 square feet.
  - (2) The grade change does not exceed six inches.

- (3) All bare earth is promptly seeded, sodded or otherwise effectively protected from erosion.
- (4) The earthmoving does not involve a quantity of material in excess of 100 cubic yards.

D. Earthmoving incident to construction of individual wells and sewage disposal systems.

**§ 69-6. Forest management plans. [Added 3-24-1987 by Ord. No. 3-1987<sup>1</sup>]**

A. To be approved, a forest management plan must be submitted to the Township Building Inspector not less than 10 nor more than 90 days prior to the commencement of the planned tree harvesting operation, and such plan shall include the following elements:

- (1) An identification of the concerned lot, all of the legal owners of the lot, the mailing address(s) of the owners and phone number(s) at which they can be reached during normal business hours.
- (2) A drawing of the lot identifying significant topographical features, streams, vegetation, etc., and identifying those portions of the lot to be the subject of the tree harvesting operation.
- (3) A description, submitted by an approved forester, of the planned tree harvesting operation as well as a description of the planned replanting of the lot. Where no replanting is planned, a statement from the approved forester describing the reasons why, in his opinion, the characteristics of the lot and vegetation situate thereon make natural regeneration appropriate or why such replanting is not otherwise necessary.
- (4) An analysis by the approved forester of the soil erosion likely to occur as a result of the planned tree harvesting operation and recommended counter-erosion measures.
- (5) A description of the counter-erosion measures that will be utilized by the lot owners.

B. The following restrictions and conditions shall apply to any approved forest management plan:

- (1) All holes created in the course of any tree harvesting operation shall be filled to grade with soil.
- (2) The total number of trees harvested over any three-year period may not exceed 65% of the total basal area per acre in interior areas other than those described in Subsection B(3) of this section.
- (3) In areas within 50 feet of lot boundaries, the total number of trees harvested over any three-year period may not exceed 40% of the total basal area per acre in such

---

1. Editor's Note: This ordinance also redesignated former §§ 69-6 through 69-14 and §§ 69-7 through 69-15, respectively.



area. Moreover, harvesting in these boundary areas may not be undertaken in such a manner as to concentrate most or all of the tree harvesting in portions of such boundary areas, if the result thereof would be the harvesting of more than 40% of the trees in such portions.

- C. Township approval may not be unreasonably withheld for any forest management plan which meets all of the above requirements. However, the Township may impose such additional requirements as it may reasonably deem to be necessary to ensure compliance with the purposes of this chapter and the provisions of the Township Zoning Ordinance<sup>2</sup> establishing buffer zones and screening requirements.
- D. The requirements of this section shall be in addition to and not a substitute for the requirements of § 69-7 of this chapter or any other requirements imposed by law or ordinance.

**§ 69-7. Permit application procedure.**

- A. Any 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.
- B. The application for permit shall be accompanied by a plan of the property showing as a minimum:
  - (1) An area plan delineating the property's boundaries as well as the specific areas of the site on which the work is to be performed and describing existing and proposed features of the property and the area surrounding the site of the work, including topography, existing vegetation, watercourses, man-made features, the affected watersheds and other natural features.
  - (2) A topographical survey of the site depicting topographic features, both existing and proposed, at a suitable scale of no less than one inch equals 50 feet and contour intervals of no more than two feet, prepared by a registered surveyor or registered engineer, including a boundary line survey, the location and description of vegetative cover, soil types and other pertinent existing natural or man-made features.
  - (3) An improvements plan at the same scale as the topographical survey showing and describing all changes to the site, including cuts, fills, structures, paving and utilities.
  - (4) A soil erosion and sediment control plan.
  - (5) A stormwater management plan.

---

2. Editor's Note: See Ch. 84, Zoning.

- (6) A time schedule indicating the anticipated starting and completion dates of the development sequence, the expected date of completion of construction of each protective measure provided for in the soil erosion and sediment control plan and the stormwater management plan and the time of exposure of each area prior to completion of such measures.
- (7) When the area of the site to be disturbed exceeds one acre or when smaller sites are environmentally sensitive because of the presence of watercourses or unusual drainage conditions the soil erosion and sediment control plan and the stormwater management plan, including permanent stormwater management devices, features and facilities, shall be prepared by a registered professional engineer, agronomist or other professional qualified in hydrology. Supporting data and engineering calculations shall be submitted with these plans. The minimum design criteria shall be as follows:
  - (a) Peak rate of discharge at any time may not exceed the existing peak (predevelopment) rate of discharge.
  - (b) The United States Soil Conservation Service soil-cover complex method for determining the rate and quantity of water runoff shall be used. If the applicant can demonstrate the inappropriateness of such method, calculations may be based upon other generally accepted and applicable engineering methods when approved by the Township Engineer. The design criteria for storm sewer piping, inlet systems, retention basins, spillways, culverts, swales and all related facilities shall be those published by the United States Department of Agriculture, Soil Conservation Service. The coefficient of runoff use for all areas upstream of any drainage structure shall be computed on the basis of the land use permitted by the Township's Zoning Ordinance.<sup>3</sup>
  - (c) Storage requirements for water and sediment during construction shall be based on a one-hundred-year twenty-four-hour storm frequency, which is 7.2 inches of rainfall within a twenty-four-hour period.
  - (d) Water storage for permanent stormwater management shall be based on a one-hundred-year twenty-four-hour storm frequency, which is 7.2 inches of rainfall within a twenty-four-hour period.
  - (e) All drainage facilities shall be designed in the most practicable fashion to control surface water runoff in such manner as to prevent erosion and flooding. Such facilities shall be designed to retard the rate of stormwater runoff to approximately the same rate as that existing prior to construction.
  - (f) No slopes deeper than two horizontal to one vertical shall be permitted. Slopes steeper than three horizontal to one vertical shall be peg-sodded or seeded and covered with jute matting or similar material. Natural or existing slopes exceeding five horizontal to one vertical shall be benched or continuously stepped into competent materials, as determined by the Township Engineer, prior to placing all classes of fill.

---

3. Editor's Note: See Ch. 84, Zoning.

- (g) Fills toeing out on natural slopes steeper than four horizontal to one vertical shall not be made unless approved by the Township Engineer after receipt of a report by a registered professional engineer, qualified in soils analysis, certifying that he has investigated the property, made soil tests and that, in his opinion, such steeper slopes will safely support the proposed fill.
  - (h) All graded surfaces shall be seeded, sodded and/or planted or otherwise protected from erosion as soon as practicable and shall be watered, tended and maintained until growth is well established at the time of completion and final inspection. The disturbed area and duration of exposure shall be kept to a practical minimum.
  - (i) If load-bearing fill is proposed, a soils investigation report shall be submitted which shall consist of test borings, laboratory testing and engineering analysis to correlate surface and subsurface conditions with the proposed grading plan. The report shall include data regarding the nature, distribution and supporting ability of existing soils and rocks on the site, conclusions and recommendations to ensure stable soil conditions and groundwater control, as applicable. The Township may require such supplemental reports and data as are deemed necessary by the Township Engineer.
  - (j) The design, installation and maintenance of erosion and sedimentation control measures shall be in accordance with guidelines as may be established from time to time by the Soil Conservation Service, United States Department of Agriculture.
  - (k) All trees threatened by a grade change shall be protected with suitable tree wells or mounds unless removed. However, extreme precaution shall be taken to prevent the unnecessary removal of trees.
  - (l) If requested by the Township, the applicant shall agree to the granting and recording of easements for drainage facilities and for easements for the maintenance of swales and for access easements to provide for the maintenance of water management facilities.
- C. The requirements of this chapter shall be in addition to rather than in substitution of those provisions of the Township Subdivision and Land Development Ordinance<sup>4</sup> relating to storm and surface drainage and stormwater management, grading and erosion control and stormwater management criteria. The Township Engineer may, in his discretion, authorize variances from strict adherence to the permit application provisions of this chapter when a subdivision or land development application is being reviewed by the Township under the Subdivision and Land Development Ordinance and when, in such review procedure, the Township Engineer determines that the data required to be submitted in an application for a permit hereunder has been included in the subdivision or land development plans and such plans are supported by documentation in substantial compliance with the requirements of this chapter. In such cases, the subdivider or land developer shall not be obligated to make application for a permit hereunder.

---

4. Editor's Note: See Ch. 72, Subdivision of Land.

- D. A separate application shall be required for each grading permit. Three copies of all plan documents referred to in this section shall be submitted with each application, one of which, at the discretion of the Township Engineer, shall be submitted to the Chester County Conservation District for review and comment.

**§ 69-8. Inspection and permit fees and permit approval.**

- A. The Board of Supervisors shall by resolution establish a schedule of fees and a collection procedure for all permit applications. The required fee shall be submitted with the application which shall not be considered for approval until the application fee is paid.
- B. The Township's consulting engineer shall review the applicant's permit application, together with all plans, surveys, schedules, design criteria and other documents submitted or required to be submitted as part of the permit application procedure, together with any and all amendments thereto, and shall prepare a report of his findings and recommendations with respect to same for the Township as he shall determine necessary, and prior to the issuance of any permit or permits. In addition, the Township Engineer shall perform all inspections of the work in progress and as completed. The cost of all such plan review and inspections shall be paid for by the applicant, and the Board of Supervisors may, from time to time, establish by resolution a schedule of fees and a collection procedure for all applications; provided, however, that such schedule of fees shall not be necessary if otherwise provided for.
- C. The Township Solicitor shall 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 shall prepare such additional documentation, including reports, agreements, easements or other legal documents necessary to ensure compliance with the provisions of this chapter. The cost of all such plan review and document preparation shall be paid for by the applicant in accordance with the procedure established in Subsection D of this section.
- D. To ensure payment of all review and inspection fees, at the time of application, the applicant shall deposit with the Township a sum sufficient to cover the costs of such plan review, together with the cost of three inspections by the Township Engineer unless he determines that fewer inspections will be required. The Board of Supervisors may establish a schedule of necessary deposits in conjunction with any application. Payments for the cost of all plan reviews and inspections over the amount on deposit at any time shall be made by the applicant within 30 days of billing by the Township.
- E. The cost of all plan reviews and inspections made by either the Township Engineer or the Township Solicitor shall be at the rate regularly billed to the Township by such Engineer or Solicitor.
- F. If the applicant has paid a fee under any other Township ordinance which is applicable to the requirements of this chapter, such as the Subdivision and Land Development Ordinance, the Township may waive any and all of the fees under this chapter as it determines to be equitable.

- G. The Township Engineer shall approve and issue all permits in letter form, and no work shall commence without the issuance of such approval.

**§ 69-9. Regulations.**

- A. The permittee is responsible for any property damage or personal injury caused by his activity authorized by the permit.
- B. No person shall modify, fill, excavate, pave or regrade land in any manner as to endanger or damage public or private property or to cause physical damage or personal injury. All precautions will be taken to prevent any damage to adjoining streets, sidewalks, buildings and other structures which could be caused by settling, cracking, erosion or sediment.
- C. No person shall fail to adequately maintain in good operating order any drainage facility on his premises. All watercourses, drainage ditches, culverts, drainpipes and drainage structures shall be kept open and free-flowing at all times.
- D. No person shall deposit or place any debris or other material in any watercourse, drainage ditch or structure in such a manner as to obstruct free flow.
- E. The owner of any property on which any work has been done pursuant to a permit granted under this chapter shall continuously maintain and repair all graded surfaces and antierosion devices, such as retaining walls, drainage structures or means, plantings and ground cover installed or completed. This obligation shall apply not only to the permit holder but also to his successors in title to the property.
- F. All finish graded surfaces shall be seeded, sodded, planted or otherwise protected from erosion immediately upon completion of the grading operation and shall be watered, tended and maintained until growth is well established. The disturbed area and duration of exposure shall be kept to a practical minimum.
- G. Precautions shall be taken to prevent the unnecessary removal of trees and to assure their protection by suitable tree wells, as determined by the Township Engineer.
- H. When required, adequate provision shall be made for dust-control measures as determined by the Township Engineer.
- I. The installation and maintenance of erosion and sediment control measures shall be accomplished in accordance with standards and specifications established by the United States Department of Agriculture Soil Conservation District, except as otherwise required by this chapter or other applicable Township ordinance.
- J. Wherever load-bearing fill material is to be used, each layer of compacted fill shall be tested to determine its dry density per ASTM D 1556. The density of each layer shall not be less than 95% of maximum dry density as determined by ASTM D 1557.
- K. Inspections shall be conducted in accordance with the general procedure outlined in § 69-10.
- L. Compaction test reports shall be kept on file at the site and be subject to review at all times by the Township Inspector.

M. Major modifications of the approved application and plans shall be submitted to the Township and reprocessed in the same manner as the original application and plans. Field modifications of a minor nature may be authorized by the Township Inspector, provided that written authorization is given to the person performing work pursuant to this chapter, with a copy forwarded to the Soil and Water Conservation District.

N. Trees. [Added 6-11-1985 by Ord. No. 8-1985]

- (1) No living tree having a caliper of four inches or greater at breast height shall be harvested, cleared or removed unless and until a permit has been issued pursuant to § 69-7 of this chapter. The Township Building Inspector shall not approve a permit which results in substantially increased runoff or which shall otherwise impair the environmental integrity of the land for which the permit is sought or adjacent properties affected thereby. [Amended 3-24-1987 by Ord. No. 3-1987]
- (2) During grading and construction activities on the site for which a permit has been issued, the permit holder and all persons working on the site shall exercise care to prevent damage to trees which are to remain. The following procedures shall be mandatory, and failure to follow them shall subject the violator to the penalty provisions of § 69-15 of this chapter:
  - (a) Where existing ground levels are changed, drainage tile shall be placed at the old soil level and shall open into a well built around the base of the tree. Such well may be left open or, if the tree will not be injured or damaged thereby, can be filled with pour stones or gravel. Tiles may either be installed in a radiating pattern or laid in parallel lines.
  - (b) Trees within 25 feet of a building or structure site or bordering entrances or exits to building or structure sites shall be protected by wiring wooden slats around such trees. For purposes of this chapter, the terms "building" and "structure" shall be as defined in § 84-8 of Chapter 84 hereof.
  - (c) No boards or other materials shall be nailed to trees during construction, grading or tree removal activities.
  - (d) Heavy-equipment operators shall be warned to avoid damaging existing tree trunks and roots. Feeder roots shall not be cut closer than 25 feet from tree trunks.
  - (e) Tree trunks and exposed roots damaged during construction shall be protected from further damage by being treated immediately with tree paint or comparable protective covering.
  - (f) Tree limbs damaged during construction shall be sawed flush to tree trunks and immediately treated with tree paint or comparable covering.
  - (g) Both deciduous and nondeciduous trees disturbed or affected by development or any activity proscribed by § 69-4E shall be given application or applications of fertilizer, as recommended by the manufacturer of the fertilizer, to aid in their recovery from possible damage by grading and construction activities.

- (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.

**§ 69-12. Permit expiration and renewal.**

Every permit issued hereunder shall expire at the end of six months from the date of issuance. The permittee shall fully perform and complete all of the work required to be done within the time limit specified in the permit. If the permittee shall be unable to complete the work within the specified time, he shall, within 30 days prior to expiration of the permit, present in writing to the Township a request for an extension of time, setting forth therein the reasons for the requested extension. If, in the discretion of the Township Engineer, such an extension is warranted, he may grant additional time for the completion of the work. Where the Township Engineer determines that the extension of time will require a substantial modification of the soil erosion and sediment control plan and/or the stormwater management plan, any extension of a permit shall be subject to approval of such revised plans in accordance with the applicable procedure of this chapter.

**§ 69-13. Performance bond.**

Before the issuance of a permit for a project which exceeds five acres, the applicant shall deposit with the Township financial security in an amount sufficient to cover the cost of all of the improvements, control measures and other conditions specified in the permit within the time specified by this chapter, or within any extension thereof granted by the Township Engineer. The amount of such financial security shall be equal to 110% of the cost of the work and required improvements for which the permit has been issued. The form of financial security, the method of cost calculation and the release of the posted security shall be in conformity with those provisions set forth in the Township Subdivision and Land Development Ordinances with respect to public improvement guaranties.

**§ 69-14. Remedies.**

- A. If at any stage the work does not conform to the permit, including conditions thereof, or to the plans and specifications, including modifications thereof, or to the approved runoff and erosion control plan, a written notice to comply shall be given to the permittee. Such notice shall set forth the nature of corrections required and the time within which corrections shall be made. Upon failure to comply within the time specified, the permittee shall be considered in violation of this chapter, in which case the bond, if any, shall be forfeited and penalties shall be imposed under § 69-15 of this chapter.
- B. In case of any paving, filling, stripping, grading or regrading; any disturbing, modifying, blocking or diverting the natural overland subsurface flow of stormwater; or any construction, erection and installation of any dam, ditch, culvert, drainpipe, bridge or any other structure or obstruction affecting the drainage of any premises in violation of this chapter or any regulations made pursuant thereto, the proper Township authorities, in addition to other remedies provided by law, may institute any appropriate action or proceedings to prevent such unlawful activity; to restrain, correct or abate such violation; to prevent the use of the applicable premises; or to prevent any illegal act, conduct, business or use in or about such premises. In addition, upon the failure of any permit holder to complete the control measures specified in his application, the Township may,

---

5. Editor's Note: See Ch. 72, Subdivision of Land.



after revoking such permit, proceed to complete such measures itself and recover the cost thereof from the permittee or his surety.

**§ 69-15. Violation and enforcement provision. [Amended 6-23-1992 by Ord. No. 9-1992; 7-24-1996 by Ord. No. 7-1996; 6-12-2013 by Ord. No. 06-2013]**

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. In default of payment thereof, the defendant may be sentenced to imprisonment in the county prison for a term of not more than 30 days. Each section of this chapter violated shall constitute a separate offense, and each day or portion thereof in which a violation of this chapter is found to exist shall constitute a separate offense, each of which violations shall be punishable by a separate fine imposed by the District Justice of not less than \$100 and not more than \$1,000, plus the costs of prosecution or, upon default of payment thereof, the defendant may be sentenced to imprisonment in the county prison for a term of not more than 30 days. All fines and penalties collected for the violation of this chapter shall be paid to the Township Treasurer.



EDWARD G. MEAKIM, JR., *Chairman*  
HUGH J. PURNELL, JR., *Vice-Chairman*  
PHILIP J. CORVO, JR., *Member*  
RAYMOND H. HALVORSEN, *Member*  
CHRISTOPHER PIELLI, ESQ., *Member*

CASEY LALONDE, *Township Manager*

## Board of Supervisors

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](mailto: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.I., 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)

## **EXHIBIT E**



EDWARD G. MEAKIM, JR., *Chairman*  
HUGH J. PURNELL, JR., *Vice-Chairman*  
PHILIP J. CORVO, JR., *Member*  
RAYMOND H. HALVORSEN, *Member*  
CHRISTOPHER PIELLI, ESQ., *Member*

CASEY LALONDE, *Township Manager*

## Board of Supervisors

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](mailto: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.I., 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.

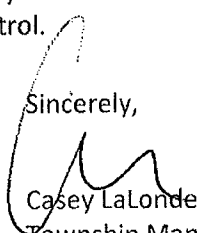
Earth disturbance activities at the Property associated with the Permit must be ceased immediately. The violations cited above must be cured (i.e., notification to the Township Engineer at least 48 hours in advance) prior to engaging in any further earth disturbance activities at the Property which are 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)